



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, August 31, 2015
Council Room, 2nd Floor, City Hall, 4:30 p.m.**

Board of Mayor and Aldermen

Mayor John Clark , Presiding
Vice Mayor Mike McIntire
Alderman Darrell Duncan
Alderman Colette George

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

Leadership Team

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
Jim Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Craig Dye, Fire Chief
Morris Baker, Community Services Director
Lynn Tully, Development Services Director
George DeCroes, Human Resources Director

1. Call to Order
2. Roll Call
3. City Charter – Attorney Mike Billingsley
4. Summit Update – Lynn Tully
5. Review of Items on September 1, 2015 Business Meeting Agenda
6. Adjourn

Citizens wishing to comment on agenda items please come to the podium and state your name and address. Please limit your comments to five minutes. Thank you.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, September 1, 2015
Large Courtroom – 2nd Floor, City Hall
7:00 p.m.

Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Darrell Duncan
Alderman Colette George

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
James Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Craig Dye, Fire Chief
Morris Baker, Community Services Director
Lynn Tully, Development Services Director
George DeCroes, Human Resources Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG – Led by Keaton Campbell

II.B. INVOCATION – Minister Mike Beverly, Indian Springs Christian Church

III. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

1. Dobyys-Bennett High School, ACT

V. APPROVAL OF MINUTES

1. Work Session – August 17, 2015
2. Business Meeting – August 18, 2015

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

Citizens may speak on agenda items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment during this part of the agenda.

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Accept and Appropriate \$575 Donation from Friends of the Kingsport Public Library (AF: 231-2015) (Morris Baker)
 - Resolution
 - Ordinance – First Reading
2. Budget Transfer for Fire Station 3 Renovations Project (AF: 239-2015) (Chief Dye, Capt. Payne)
 - Ordinance – First Reading
3. Transfer Funds for Church Circle Waterline Improvements Project (AF: 236-2015) (Ryan McReynolds)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Appropriate a \$13,100 Donation from the Friends of the Kingsport Public Library to the Kingsport Public Library for Landscaping (AF: 220-2015) (Morris Baker)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Agreement with TNT Sportsplex (AF: 229-2015) (Morris Baker)
 - Resolution

Moved from
consent agenda.

E. APPOINTMENTS

None

VII. CONSENT AGENDA

1. Annual Renewal of Public Library Maintenance of Effort Agreement (AF: 232-2015) (Morris Baker)
 - Resolution

2. Approval of Easements and Rights-of-Way for Rock Springs/Sullivan Gardens Sewer Project (AF: 235-2015) (Ryan McReynolds)
 - Approve Offer
3. Agreement with Frontier Health for Counseling Services for Kingsport City Schools (AF: 230-2015 (David Frye)
 - Resolution
4. Participation in the TML Risk Management Pool “Driver Safety” Matching Grant Program (AF: 233-2015) (Mike Billingsley)
 - Resolution
5. Contractual Agreement 82UROP-S3-019 with the Tennessee Department of Transportation for Reimbursement of Operation Expenses for FY15-16 (AF: 234-2015) (Chris McCartt)
 - Resolution
6. Approval of Storm Sewer Easement and Right-of-Way for Compton Terrace/Sullivan Street (AF: 237-2015) (Ryan McReynolds)
 - Approve Offer
7. Apply For and Receive the Solid Waste Recycling Rebate Grant from Tennessee Department of Environment and Conservation Solid Waste Management Division (AF: 238-2015) (Rodney Deel)
 - Resolution

VIII. COMMUNICATIONS

- A. City Manager
- B. Mayor and Board Members
- C. Visitors

Citizens may speak on issue-oriented items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes.

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, August 17, 2015, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Michele Mitchell

Alderman Tommy Olterman

Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **UPDATE ON HEALTHY KINGSPORT.** Ms. Heather Cook gave a presentation on this item, noting the mission of this organization as well as future endeavors and measurable outcomes.

4. REVIEW OF AGENDA ITEMS ON THE AUGUST 18, 2015 REGULAR BUSINESS MEETING AGENDA. City Manager Fleming, members of staff and community members gave a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:

VI.B.1 Accept and Appropriate a \$13,100 Donation from the Friends of the Kingsport Public Library to the Kingsport Public Library for Landscaping (AF: 220-2015). Library Manager Helen Whitaker thanked everyone for their support.

VI.C.2 Budget Cleanup Ordinance for FY15 (AF: 215-2015). City Manager Fleming gave details on this item and where the money would be appropriated.

VI.D.1 Initial Bond and Issuance of General Obligation Public Improvement Bonds in an Amount Not to Exceed \$10,650,000 (AF: 227-2015). City Manager Fleming stated these funds covered debt service in the Capital Improvement Plan. City Recorder Demming noted Moody's withdrew their original negative outlook.

VII.1 Declare Sole Source and Agreement with Source Technologies for Odor and Corrosion Control at Sewer Lift Stations (AF: 222-2015). Assistant City Manager for Operations Ryan McReynolds provided information on this item.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, August 17, 2015**

BOARD COMMENT. Mayor Clark asked for staff to present information on the City's Charter at the next work session. Vice-Mayor McIntire commented on the details of Moody's report. Some discussion followed.

PUBLIC COMMENT. None.

8. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:40 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, August 18, 2015, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor John Clark, Presiding

Vice Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Michele Mitchell

Alderman Tommy Olterman

Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James Demming, City Recorder/Chief Financial Officer

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** New Vision Youth Leadership Group.
- II.B. **INVOCATION:** Pastor Tiger Brooks, Indian Springs Baptist Church, Glenwood Campus.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV. **RECOGNITIONS AND PRESENTATIONS.**
 1. Keep Kingsport Beautiful Beautification Awards – Robin Cleary.
 2. Kingsport Police Department Employee Recognition – Chief Quillin.
- V. **APPROVAL OF MINUTES.**

Motion/Second: McIntire/Duncan, to approve minutes for the following meetings:

A. August 3, 2015 Regular Work Session

B. August 4, 2015 Regular Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

A. **PUBLIC HEARINGS.** None.

PUBLIC COMMENT. Mayor Clark invited citizens in attendance to speak about any of the remaining agenda items. There being no one coming forward to speak, the Mayor closed the public comment segment.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 18, 2015**

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Accept and Appropriate a \$13,100 Donation from the Friends of the Kingsport Public Library to the Kingsport Public Library for Landscaping (AF: 220-2015) (Morris Baker).

Motion/Second: George/Parham, to pass:

Resolution No. 2016-035, A RESOLUTION ACCEPTING A DONATION FROM THE FRIENDS OF THE KINGSPORT PUBLIC LIBRARY

Passed: All present voting "aye."

Motion/Second: McIntire/Clark, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATION FUNDS RECEIVED FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Receive and Appropriate Arts Project Support Grant (AF: 218-2015) (Bonnie Macdonald).

Motion/Second: McIntire/Parham, to pass:

ORDINANCE NO. 6508, AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Duncan, George, McIntire, Mitchell, Olterman and Parham voting "aye."

2. Budget Cleanup Ordinance for FY15 (AF: 215-2015) (Jeff Fleming).

Motion/Second: McIntire/Mitchell, to pass:

ORDINANCE NO. 6509, AN ORDINANCE TO AMEND VARIOUS OPERATING BUDGETS AND PROJECTS FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Duncan, George, McIntire, Mitchell, Olterman and Parham voting "aye."

D. OTHER BUSINESS.

1. Initial Bond and Issuance of General Obligation Public Improvement Bonds in an Amount Not to Exceed \$10,650,000 (AF: 227-2015) (Jim Demming, Jeff Fleming).

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Motion/Second: Parham/McIntire, to pass:

Resolution No. 2016-036, INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$10,650,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2015 OF THE CITY OF KINGSFORT, TENNESSEE, TO PROVIDE FUNDING FOR CERTAIN PUBLIC WORKS PROJECTS AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS. None.

VII. CONSENT AGENDA. *(These items are considered under one motion.)*

Motion/Second: McIntire/Duncan, to adopt:

1. Declare Sole Source and Agreement with Source Technologies for Odor and Corrosion Control at Sewer Lift Stations (AF: 222-2015) (Ryan McReynolds).

Pass:

Resolution No. 2016-037, A RESOLUTION DECLARING SOURCE TECHNOLOGIES, LLC A SOLE SOURCE; APPROVING AN AGREEMENT WITH SOURCE TECHNOLOGIES, LLC , AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

2. Amendment to the Contract between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC) (AF: 223-2015) (Ryan McReynolds).

Pass:

Resolution No. 2016-038, A RESOLUTION DECLARING SOURCE TECHNOLOGIES, LLC A SOLE SOURCE; APPROVING AN AGREEMENT WITH SOURCE TECHNOLOGIES, LLC , AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

3. Approve Offer for Property Acquisition for Storm Water Utilities (AF: 224-2015) (Ryan McReynolds).

Pass:

Resolution No. 2016-039, A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF 0.13 ACRE TRACT OF REAL PROPERTY FOR STORM WATER UTILITIES; AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE

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AGREEMENT, IF NECESSARY; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

4. Agreement with Barge Waggoner Sumner and Cannon for Design Services (AF: 221-2015) (Chris McCartt).

Pass:

Resolution No. 2016-040, A RESOLUTION APPROVING AN AGREEMENT WITH BARGE WAGGONER SUMNER & CANNON, INC. FOR DESIGN SERVICES FOR THE CENTENNIAL PARK PROJECT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

5. Condemn Easements and Right-of-Ways for Colonial Heights Sewer Project – Phase 2 (AF: 228-2015) (Mike Billingsley).

Pass:

Resolution No. 2016-041, A RESOLUTION TO AUTHORIZE CONDEMNATION PROCEEDINGS FOR PHASE 2 OF THE COLONIAL HEIGHTS SANITARY SEWER EXTENSION PROJECT

Passed: All present voting "aye."

6. Apply and Accept a Section 5307 Capital Federal Transit Administration Grant from the U. S. Department of Transportation (AF: 225-2015) (Chris McCartt).

Pass:

Resolution No. 2016-042, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SECTION 5307 CAPITAL FEDERAL TRANSIT ADMINISTRATION GRANT FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION

Passed: All present voting "aye."

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. Fleming acknowledged Budget Director Judy Smith for receiving state certification on the city's budget she has submitted for the past thirteen years, pointing out what an accomplishment that really was and asking board members to thank her for her efforts.

B. MAYOR AND BOARD MEMBERS. Alderman Olterman wished the Kingsport Mets good luck for the rest of the season as they are currently in first place. Alderman George congratulated KCVB for the recent announcement that

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of the City of Kingsport, Tennessee, Tuesday, August 18, 2015**

Kingsport will host the 2017 AAU Gymnastics. She also reminded everyone this is race week and there will be a lot of visitors in the area. Vice-Mayor McIntire commented on the Moody's review and their positive remarks and thanked City Recorder Demming and City Comptroller Lisa Winkle. Alderman Duncan pointed out that football starts this week and asked everyone to support our local teams. Alderman Mitchell noted that Lafe Cook, band director at Dobyns Bennett, is participating in the pink wig breast cancer awareness fundraiser along with herself and Mayor Clark. Alderman Parham stated the city was in good financial shape, listing several points to illustrate. Mayor Clark emphasized the importance of the role of the KCVB and the positive financial impact they have on the community. He also commented on the report by Healthy Kingsport yesterday at the work session. Lastly, the mayor gave details on the pink wig fundraising campaign and encouraged citizens to consider making a donation.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:45 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Accept and Appropriate \$575 Donation from Friends of the Kingsport Public Library

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager 

Action Form No.: AF-231-2015
 Work Session: August 31, 2015
 First Reading: September 1, 2015

Final Adoption: September 15, 2015
 Staff Work By: Helen Whittaker
 Presentation By: Morris Baker

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

The Friends of the Kingsport Public Library would like to donate \$575 to pay for Dear Reader's Library WishList fundraising software. With this software, the library can create an online catalog of fundraising and volunteer opportunities. Patrons can browse the "wish list" items, make contributions, pay for an honorarium, signup and donate to the Friends of the Library, or signup to volunteer.

Attachments:

1. Resolution
2. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM THE
FRIENDS OF THE KINGSPORT PUBLIC LIBRARY

WHEREAS, the Friends of the Kingsport Public Library would like to donate \$575.00; and

WHEREAS, the funds will be for Dear Reader's Library WishList fundraising software; and

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the donation to the city from Friends of the Kingsport Library for Dear Reader's Library WishList fundraising software in the amount of \$575.00, is accepted.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of September, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND
BUDGET BY APPROPRIATING DONATIONS
RECEIVED FOR THE YEAR ENDING JUNE 30,
2016; AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Fund budget be amended by appropriating donations received from the Friends of the Library in the amount of \$575 to the Public Library operating budget to purchase Dear Reader's Library WishList fundraising software.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
<u>Revenues:</u>	\$	\$	\$
110-0000-364-3000 From Non-Profit Groups	125,000	575	125,575
Totals:	125,000	575	125,575
<u>Expenditures:</u>	\$	\$	\$
110-4540-474-9007 Software	0	575	575
Totals:	0	575	575

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Budget Transfer for Fire Station 3 Renovations Project

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager

Action Form No.: AF-239-2015
 Work Session: August 31, 2015
 First Reading: September 1, 2015

Final Adoption: September 15, 2015
 Staff Work By: Chief Dye, Cpt. Payne
 Presentation By: Chief Dye, Cpt. Payne

Recommendation:

Approve the Ordinance.

Executive Summary:

Fire Station No. 3 (GP1210) on Memorial Blvd. is currently being renovated. In order to complete the construction of the project money needs to be moved from Fire Dept. projects that are ready to be closed out. The total needed to complete the construction part is \$51,706.00.

This ordinance will close projects GP1211 and GP1225.

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT
FUND BY TRANSFERRING FUNDS TO FIRE STATION #3
PROJECT FOR THE YEAR ENDING JUNE 30, 2016; AND
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project Fund budget be amended by transferring \$42,153 from the Emergency Sirens project (GP1225), \$3,061 from the Fire Training Ground project (GP1521) and \$6,492 from the Fire Station 6 Improvements project (GP1211) to the Fire Station 3 Improvements project (GP1210) in the amount of \$51,706 to complete the construction of the project.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Emergency sirens (GP1225)			
Revenues:	\$	\$	\$
311-0000-368-1041 Series 2012C GO Pub Imp	58,447	(42,153)	16,294
311-0000-368-2101 Premium From Bond Sales	3,427	0	3,427
Totals:	61,874	(42,153)	19,721
Expenditures:	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	1,874	0	1,874
311-0000-601-9003 Improvements	60,000	(42,153)	17,847
Totals:	61,874	(42,153)	19,721
Fund 311: General Project Fund			
Fire Station #6 (GP1211)			
Revenues:	\$	\$	\$
311-0000-368-1037 Series 2009D BABS GO	100,002	0	100,002
311-0000-368-1040 Series 2011 GO Pub. Imp.	222,350	(6,391)	215,959
311-0000-368-2101 Premium From Bond Sales	1,224	0	1,224
311-0000-391-0100 From General Fund	12,541	(101)	12,440
Totals:	336,117	(6,492)	329,625
Expenditures:	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	2,095	0	2,095
311-0000-601-9003 Improvements	334,022	(6,492)	327,530
Totals:	336,117	(6,492)	329,625

Fund 311: General Project Fund
Fire Training Ground (GP1521)

Revenues:

	\$	\$	\$
311-0000-368-1041 Series 2012C GO Pub Imp	40,000	0	40,000
311-0000-368-1047 Series 2014A GO Bonds	274,951	(3,061)	271,890
311-0000-368-2101 Premium From Bond Sale	28,791	0	28,791
Totals:	343,742	(3,061)	340,681

Expenditures:

	\$	\$	\$
311-0000-601-4041 Bond Expense	3,742	0	3,742
311-0000-601-9003 Improvements	340,000	(3,061)	336,939
Totals:	343,742	(3,061)	340,681

Fund 311: General Project Fund
Fire Station 3 Improvements (GP1210)

Revenues:

	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub. Imp.	382,876	6,391	389,267
311-0000-368-1041 Series 2012C GO Pub Imp	0	42,153	42,153
311-0000-368-1047 Series 2014A GO Bonds	0	3,061	3,061
311-0000-368-2101 Premium From Bond Sale	6,119	0	6,119
311-0000-391-0100 From General Fund	0	101	101
Totals:	388,995	51,706	440,701

Expenditures:

	\$	\$	\$
311-0000-601-2010 Advertising & Publication	166	0	166
311-0000-601-2023 Arch/Eng/Landscaping	0	1,075	1,075
311-0000-601-4041 Bond Sale Expense	10,474	0	10,474
311-0000-601-9003 Improvements	378,355	50,631	428,986
Totals:	388,995	51,706	440,701

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:
PASSED ON 2ND READING:



AGENDA ACTION FORM

Transfer Funds for Church Circle Waterline Improvements Project

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-236-2015
Work Session: August 31, 2015
First Reading: September 1, 2015

Final Adoption: September 15, 2015
Staff Work By: J. Grieb, J. Smith
Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

Funding has been identified and allocated to various projects in the Water Fund. To more accurately track expenses for individual projects, new project accounts need to be opened for each specific project. This ordinance will reallocate existing funds to the Sullivan St Phase 2 Waterline project; no new funds are being requested.

Bids were opened for this project on August 19, 2015. This project is part of a larger project that will complete the roadway improvements along Sullivan St, including Church Circle. The waterlines will be relocated through Church Circle and the roadway will be paved in the project.

The contract will be awarded to Summers-Taylor, Inc., the water portion is as follows:

Base Bid	\$54,650.00
Contingency 6%	3,350.00
Engineering Fees 14%	<u>8,120.00</u>
Total Project Cost.....	\$66,120.00

A budget ordinance appropriating funds to WA1603 from WA1401 in the amount of \$66,120.00 is requested.

Attachments:

1. Ordinance
2. Bid Opening Minutes
3. Map

Funding source appropriate and funds are available: 

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE SULLIVAN STREET PHASE 2 WATER LINE PROJECT FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the Water Project Fund budget be amended by transferring funds from the Master Plan Water Systems Upgrade project (WA1401) in the amount of \$66,120 to the Sullivan Street Phase 2 Water Line project (WA1509).

Account Number/Description:

Fund 451: Water Fund

Master Plan WA SYS Upgrade (WA1401)

Revenues:

451-0000-391-0529 Series 2013B Pub Imp GO
451-0000-391-0531 Series 2014B GO
451-0000-391-4500 From Water Fund

Totals:

Budget

Incr/<Decr>

New Budget

\$	\$	\$
10,377	0	10,377
1,019,823	(66,120)	953,703
40,786	0	40,786
1,070,986	(66,120)	1,004,866

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping
451-0000-605-2097 State Reviews & Permits
451-0000-605-9001 Land
451-0000-605-9003 Improvements

Totals:

116,000	0	116,000
5,000	0	5,000
5,000	0	5,000
944,986	(66,120)	878,866
1,070,986	(66,120)	1,004,866

Fund 451: Water Fund

Sullivan St. Phase 2 W/L

Revenues:

451-0000-391-0526 Series 2011 GO
451-0000-391-0531 Series 2014B GO
451-0000-391-4500 From Water Fund

Totals:

\$	\$	\$
19,973	0	19,973
0	66,120	66,120
70,727	0	70,727
90,700	66,120	156,820

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping
451-0000-605-9003 Improvements

Totals:

11,600	0	11,600
79,100	66,120	145,220
90,700	66,120	156,820

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA L. MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

MINUTES
BID OPENING
August 19, 2015
4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Michelle Gillenwater, Purchasing Secretary

The Bid Opening was held in the Council Room, City Hall.

The Assistant Procurement Manager opened with the following bids:

CHURCH CIRCLE ROADWAY IMPROVEMENTS	
Vendor:	Total Cost:
Thomas Construction Co.	\$162,665.00
Summers-Taylor, Inc.	\$120,750.00

The submitted bids will be evaluated and a recommendation made at a later date.

Church Circle Improvements



400 ft



The City of Kingsport uses the most current and complete data available. However, GIS data and product accuracy may vary. GIS data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc. The City of Kingsport reserves the right to correct, update, modify, or replace GIS products without notification. The City of Kingsport cannot assume the accuracy, completeness, reliability, or suitability of this information for any particular purpose. Using GIS data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may neither assert any proprietary rights to this information nor represent it to anyone as other than City Government-produced information. The City of Kingsport shall not be liable for any activity involving this information with respect to lost profits, lost savings, or any other consequential damages.





AGENDA ACTION FORM

Appropriate a \$13,100 Donation from the Friends of the Kingsport Public Library to the Kingsport Public Library for Landscaping

To: Board of Mayor and Aldermen

From: Jeff Fleming, City Manager 

Action Form No.: AF-220-2015

Work Session: August 17, 2015

First Reading: August 18, 2015

Final Adoption: September 1, 2015

Staff Work By: Helen Whittaker

Presentation By: Morris Baker

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

The Friends of the Kingsport Public Library would like to donate \$13,100 to pay for landscaping the front area of the library on Broad Street and the side area of the library along New Street. The design has been approved by the Library Commission, City staff and by the Kingsport Historic Zoning Commission. The work will be done by Premier Landscaping this fall.

Attachments:

1. Resolution
2. Ordinance
3. Landscaping Master Plan

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—



AGENDA ACTION FORM

Accept and Appropriate a \$13,100 Donation from the Friends of the Kingsport Public Library to the Kingsport Public Library for Landscaping

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager

Action Form No.: AF-220-2015
 Work Session: August 17, 2015
 First Reading: August 18, 2015

Final Adoption: September 8, 2015
 Staff Work By: Helen Whittaker
 Presentation By: Morris Baker

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

The Friends of the Kingsport Public Library would like to donate \$13,100 to pay for landscaping the front area of the library on Broad Street and the side area of the library along New Street. The design has been approved by the Library Commission, City staff and by the Kingsport Historic Zoning Commission. The work will be done by Premier Landscaping this fall.

Attachments:

1. Resolution
2. Ordinance
3. Landscaping Master Plan

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM THE
FRIENDS OF THE KINGSPORT PUBLIC LIBRARY

WHEREAS, the Friends of the Kingsport Public Library would like to donate \$13,100.00;
and

WHEREAS, the funds will be for landscaping the front area of the library on Broad Street
and the side area of the library along New Street; and

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the donation to the city from Friends of the Kingsport Library for
landscaping around the library in the amount of \$13,100.00, is accepted.

SECTION II. That this resolution shall take effect from and after its adoption, the public
welfare requiring it.

ADOPTED this the 18th day of August, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL
PROJECT SPECIAL REVENUE FUND BUDGET BY
APPROPRIATING DONATION FUNDS RECEIVED
FOR THE YEAR ENDING JUNE 30, 2016; AND TO
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project Special Revenue Fund budget be amended by appropriating donation funds received from the Friends of the Library in the amount of \$13,100 to the Library Landscaping project (NC1601) to pay for landscaping the front area of the library on Broad Street.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<hr/>			
<u>Fund 111: General Project-Special Rev. Fund</u>			
<u>Library Landscaping (NC1601)</u>			
<u>Revenues:</u>	\$	\$	\$
111-0000-364-3000 From Non-Profit Groups	0	13,100	13,100
<i>Totals:</i>	0	13,100	13,100
<hr/>			
<u>Expenditures:</u>	\$	\$	\$
111-0000-601-2023 Arch/Eng/Landscaping	0	13,100	13,100
<i>Totals:</i>	0	13,100	13,100
<hr/>			

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

Premier Landscapes, Inc.
P.O. Box 1697
Kingsport, TN 37660



Kingsport Office
p (423) 246-7977
f (423) 246-7903

www.premierlandscapes.com

PROPOSAL & CONTRACT FOR WORK

Date: _____		Phone: 229-9488	
Customer Name: <u>Helen Whittaker</u>		Alt. Phone: 0	
Job Name: <u>KPT Public Library</u>		Email: <u>0</u>	
Job Address: 400 Broad St.		Billing Address: 400 Broad St.	
City, State, ZIP: <u>Kingsport, TN 37660</u>		City, State, ZIP: <u>Kingsport, TN 37660</u>	
We propose to furnish Labor, Equipment, Materials, and Supervision to do the following work on the above referenced project that is described below.		INTERNAL USE ONLY	
		Contract # _____ Sales Rep: <u>Carli</u>	
Detailed Job Description			
BULK MATERIALS:		\$1,181.23	
Provide topsoil for front beds and mulch new beds with shredded pine bark mulch. Provide one (1) accent boulder as proposed in design.			
PLANTING:		\$3,154.24	
Provide labor and materials to remove existing plant material and install new plant material as proposed in design.			
OUTDOOR LIGHTING:		\$0.00	
N/A			
IRRIGATION/WATER FEATURE:		\$0.00	
N/A			
PATIO		\$0.00	
N/A			
BLOCK/ELEMENTS		\$2,283.94	
Install sign utilizing existing sign and bring it up in elevation to approx 4' using columns made of Belgard's Country Manor wall block.			
MISC.		\$0.00	
This bid is valid for 60 calendar days unless otherwise approved by Premier Landscapes, Inc.			
		TOTAL	\$6,619.41
THIS IS NOT AN INVOICE			

TERMS AND CONDITIONS OF CONTRACT

Contract#

0

Warranties:

Plant Install: Full warranty for all plants under our care. The warranty covers the plant material and labor. Warranty does not cover annual plants or plants that have died due to excess or lack of water, physical damage, insects or diseases, neglect, extreme weather conditions, or other acts of God. Warrantied plants will be replaced in a timely manner, dependent upon availability and weather. Warranty does not apply to transplanted plants or plants provided by the customer. There is no guarantee that the replacement will be identical to the original plant.

Irrigation: 1-yr warranty for all irrigation installs unless otherwise specified on page #1. The warranty covers material and labor. Some components may carry a longer factory warranty. If so, then Premier will honor that warranty. Labor is not covered on those items past the 1-yr period. Damage to the system by physical damage or Acts of God are not covered by this warranty. Lightning damage is not covered by this warranty.

Hardscapes: 1-yr warranty for all interlocking concrete paver and segmental retaining walls unless otherwise specified on page #1. The warranty covers material and labor. For warranty to apply, Premier must provide all material, labor, and equipment. Physical damage or Acts of God are not covered under this warranty.

Water Features: 1-yr warranty on for water feature installs unless otherwise specified on page #1. Warranty covers parts & labor for the pump, plumbing and their components. The liner, underlayment, rock placement, and any other aspect of the water feature are not covered under this warranty. There is no warranty covering leaks. Physical damage or Acts of God are not covered by this warranty.

Outdoor Lighting: 1-yr warranty for all low-voltage lighting installs unless otherwise specified on page #1. Warranty covers parts and labor. Bulbs are not covered under this warranty. Physical damage or Acts of God are not covered under this warranty. Vista Stainless Transformers carry a lifetime parts only warranty.

Fuel Escalation: Premier Landscapes, Inc. reserves the right to add a fuel surcharge to this contract based on fuel prices at the time when the job is being completed.

Other:

Rock Clause: Removal of any rock incurred during excavation will be an additional expense not included in this proposal. Owner will be notified if rock is incurred and the approximate amounts based on hourly or daily rates to remove the rock.

Driveways: Damage done to driveways, sidewalks, or other existing paved surfaces caused by delivery of materials or necessary crossing by equipment is the owner's responsibility.

Underground: Premier will notify Tennessee one-call before starting this job and allow proper time for utility locates to be performed. Costs to repair downspout drains, propane lines, and other private lines damaged during job completion are the owner's responsibility. Premier can fix most of this type of damage but there may be additional cost to the owner.

Changes: Changes to the scope of work or to the design that was agreed upon may result in additional charges. Premier will notify the owner if this is the case.

Terms: This contract, in the amount of, \$6,619.41, is entered into between Premier Landscapes, Inc. and the person or company named on page #1 of this document to set forth the agreement between the parties concerning labor and work to be performed by Premier.

Premier will perform the labor and work as set forth on the attached Proposal & Contract for work. The proposal will set forth the nature and extent of the work along with the total cost. This proposal & contract for work requires one-half of the cost be paid when the work begins and the remaining balance to be paid on completion. Any amounts not paid within thirty days of the due date shall bear interest at a rate of 2% per month.

It is expressly agreed by the parties that if suit is necessary by Premier to enforce this agreement, it shall be entitled to costs, court fees, and attorney fees. The parties further agree that the contract shall be interpreted by the laws of Tennessee and that jurisdiction and venue shall be in Hawkins County, Tennessee.

This writing is the entire understanding of the parties and may not be modified except in writing signed by both parties.

Date: _____

Date: _____

Premier Landscapes, Inc._____
Authorized Customer signatory

Promier Landscapes, Inc.
P.O. Box 1697
Kingsport, TN 37660



Kingsport Office
p (423) 246-7977
f (423) 246-7903

www.promierlandscapes.com

PROPOSAL & CONTRACT FOR WORK

Date: _____		Phone: 229-9488	
Customer Name: Helen Whittaker		Alt. Phone: 0	
Job Name: KPT Public Library		Email: carli@promierlandscapes.com	
Job Address: 400 Broad St.		Billing Address: 400 Broad St.	
City, State, ZIP: Kingsport, TN 37660		City, State, ZIP: Kingsport, TN 37660	
We propose to furnish Labor, Equipment, Materials, and Supervision to do the following work on the above referenced project that is described below.		INTERNAL USE ONLY	
		Contract # _____ Sales Rep: Carli	
Detailed Job Description			
BULK MATERIALS:		\$2,430.09	
Provide topsoil for bed on left side of building and mulch bed with shredded pine bark mulch.			
PLANTING:		\$3,995.30	
Provide labor and materials for removal of all existing plant material and installation of new plant material as proposed in landscape plan.			
OUTDOOR LIGHTING:		\$0.00	
N/A			
IRRIGATION/WATER FEATURE:		\$0.00	
N/A			
PATIO		\$0.00	
N/A			
BLOCK/ELEMENTS		\$0.00	
N/A			
MISC.		\$0.00	
N/A			
This bid is valid for 60 calendar days unless otherwise approved by Promier Landscapes, Inc.		TOTAL	\$6,425.39
THIS IS NOT AN INVOICE			

TERMS AND CONDITIONS OF CONTRACT

Contract#

0

Warranties:

Plant Install: Full warranty for all plants under our care. The warranty covers the plant material and labor. Warranty does not cover annual plants or plants that have died due to excess or lack of water, physical damage, insects or diseases, neglect, extreme weather conditions, or other acts of God. Warrantied plants will be replaced in a timely manner, dependent upon availability and weather. Warranty does not apply to transplanted plants or plants provided by the customer. There is no guarantee that the replacement will be identical to the original plant.

Irrigation: 1-yr warranty for all irrigation installs unless otherwise specified on page #1. The warranty covers material and labor. Some components may carry a longer factory warranty. If so, then Premier will honor that warranty. Labor is not covered on those items past the 1-yr period. Damage to the system by physical damage or Acts of God are not covered by this warranty. Lightning damage is not covered by this warranty.

Hardscapes: 1-yr warranty for all interlocking concrete paver and segmental retaining walls unless otherwise specified on page #1. The warranty covers material and labor. For warranty to apply, Premier must provide all material, labor, and equipment. Physical damage or Acts of God are not covered under this warranty.

Water Features: 1-yr warranty on for water feature installs unless otherwise specified on page #1. Warranty covers parts & labor for the pump, plumbing and their components. The liner, underlayment, rock placement, and any other aspect of the water feature are not covered under this warranty. There is no warranty covering leaks. Physical damage or Acts of God are not covered by this warranty.

Outdoor Lighting: 1-yr warranty for all low-voltage lighting installs unless otherwise specified on page #1. Warranty covers parts and labor. Bulbs are not covered under this warranty. Physical damage or Acts of God are not covered under this warranty. Vista Stainless Transformers carry a lifetime parts only warranty.

Fuel Escalation: Premier Landscapes, Inc. reserves the right to add a fuel surcharge to this contract based on fuel prices at the time when the job is being completed.

Other:

Rock Clause: Removal of any rock incurred during excavation will be an additional expense not included in this proposal. Owner will be notified if rock is incurred and the approximate amounts based on hourly or daily rates to remove the rock.

Driveways: Damage done to driveways, sidewalks, or other existing paved surfaces caused by delivery of materials or necessary crossing by equipment is the owner's responsibility.

Underground: Premier will notify Tennessee one-call before starting this job and allow proper time for utility locates to be performed. Costs to repair downspout drains, propane lines, and other private lines damaged during job completion are the owner's responsibility. Premier can fix most of this type of damage but there may be additional cost to the owner.

Changes: Changes to the scope of work or to the design that was agreed upon may result in additional charges. Premier will notify the owner if this is the case.

Terms: This contract, in the amount of, \$6,425.39, is entered into between Premier Landscapes, Inc. and the person or company named on page #1 of this document to set forth the agreement between the parties concerning labor and work to be performed by Premier.

Premier will perform the labor and work as set forth on the attached Proposal & Contract for work. The proposal will set forth the nature and extent of the work along with the total cost. This proposal & contract for work requires one-half of the cost be paid when the work begins and the remaining balance to be paid on completion. Any amounts not paid within thirty days of the due date shall bear interest at a rate of 2% per month.

It is expressly agreed by the parties that if suit is necessary by Premier to enforce this agreement, it shall be entitled to costs, court fees, and attorney fees. The parties further agree that the contract shall be interpreted by the laws of Tennessee and that jurisdiction and venue shall be in Hawkins County, Tennessee.

This writing is the entire understanding of the parties and may not be modified except in writing signed by both parties.

Date: _____

Date: _____

Premier Landscapes, Inc._____
Authorized Customer signatory



AGENDA ACTION FORM

Agreement with TNT Sportsplex

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager

Action Form No.: AF-229-2015
 Work Session: August 31, 2015
 First Reading: N/A

Final Adoption: September 1, 2015
 Staff Work By: Andy Sigwalt, Kitty Frazier,
 Robin Dimona
 Presentation By: Morris Baker

Recommendation:

Approve the Resolution.

Executive Summary:

During the fall of 2014 a LOU was submitted between the Kingsport Convention and Visitors Bureau and TNT Sportsplex. As part of the LOU, TNT agrees to provide full usage of the facility to city of Kingsport's Park and Recreation Program for practice and games from November 1 through March 1. The use of the facility will add four additional courts which will be used to provide more consistent game schedules and allow teams more space to sign up for additional practices during the season. The agreement outlines responsibilities for both parties which details the supervision of the facility, equipment storage, cleaning and trash collection, and concession operations.

Attachments:

1. Resolution
2. TNT Facility Use Agreement

	Y	N	O
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A FACILITIES USE AGREEMENT
WITH TNT SPORTSPLEX, AND AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE
OF THE AGREEMENT

WHEREAS, in the fall of 2014, a Letter of Understanding was approved by the Kingsport Convention and Visitors Bureau and the TNT Sportsplex; and

WHEREAS, the Letter of Understanding allowed the city, through the parks and recreation program, to use the complex for practices and games from November 1, 2015, through March 1, 2016; and

WHEREAS, the city would like to enter into a Facilities Use Agreement with TNT Sportsplex, which outlines responsibilities for both parties, details the supervision of the facility, equipment storage, cleaning, trash collection, and concession operations; and

WHEREAS, the term of the Facilities Use Agreement with TNT Sportsplex is for one year, with the option to renew for four additional years.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That a Facilities Use Agreement with TNT Sportsplex, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, Facilities Use Agreement with TNT Sportsplex and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") with an effective date of July 1, 2015 ("Effective Date") is entered into between TNT Sportsplex ("TNT") and the City of Kingsport, Tennessee, ("City") for and on behalf of its Parks and Recreation Department, ("Park and Rec") for the use by Parks and Rec of certain space and facilities owned by TNT.

NOW, THEREFORE, in consideration of ten dollars (\$10.00), cash in hand paid to TNT by City, receipt of which is acknowledged by TNT and the premises and the mutual covenants contained herein, the Parties agree as follows:

Section 1. Facility. Subject to the terms of this Agreement, TNT agrees that City may use the sports complex and equipment ("Facility") owned by TNT at 600 E. Main St., Kingsport, Tennessee. Parks and Rec will have access to four basketball courts/gym space for programs from 5:30 p.m. to 10:30 p.m., two days a week from November 1 and through March 1 each year during the term of this Agreement. The parties may mutually agree to alternate dates and times for the use.

Section 2. Use. Parks and Rec may use the Facility for any of its programs. Additionally, TNT will provide Parks and Rec a secured Space to store equipment and supplies such as balls, score sheets, schedules, and rules for its programs. TNT will provide the staff of Parks and Rec proper training on

the appropriate use of TNT equipment and facility components. TNT will provide without charge for Parks and Rec use of scoreboards and/or portable scoreboards, nets, tables, chairs, bleachers and other specified equipment for use during programs held at the Facility.

Section 3. Term. The term of this Agreement will begin on the Effective Date and end on June 30, 2016. This term of this Agreement shall automatically renew on the same terms and conditions for four (4) additional one (1) year terms, unless either party provides written notice to the other party at least sixty (60) calendar days prior to the expiration of any term, that the Agreement will not be renewed or will not be renewed on the same terms and conditions.

Section 4. Maintenance and Cleaning Supplies. TNT will provide to Parks and Rec, as may be agreed upon TNT, maintenance equipment, cleaning supplies, and janitorial supplies in order to assist with any clean up or maintenance related needs at the Facility.

Section 5. Obligations of Parks and Rec. During the term of this Agreement City, through Parks and Rec, agrees to:

- a. Provide program day policing of all litter on the gym floors, playing area, bleachers, concession stands, and main entrance area.
- b. Monitor and clean TNT restroom facilities during programs and prior to leaving the facility.
- c. When needed, assist with the placement of TNT goals, nets and other equipment to meet Parks and Rec program needs.
- d. Communicate with TNT any maintenance issues and/or other issues that may arise during Parks and Rec program operations at the Facility.
- e. Provide TNT with complete information concerning any accidents or incidents that occur at the facility during Parks and Rec programs.
- f. Provide an on-site supervisor during all Parks and Rec programs at the Facility.
- g. Provide TNT a list of names and contact information for Parks and Rec staff who will be overseeing programs, staff and volunteers at the Facility.
- h. Provide program schedules to TNT and communicate any changes/revisions in a timely manner.
- i. Help ensure equipment is properly stored away, lights have been turned off, proper doors have been secured, and that the facility is closed down properly at the completion of each Parks and Rec use.

Section 6. Obligations of TNT. During the term of this Agreement TNT agrees to:

- a. Provide the following maintenance and repairs in a manner generally equal to similar facility business practices, as the Facility budget allows:
 - Maintain all the gym surface areas to include cleaning the floor, dust moping, and general floor repairs as needed.
 - Maintain all bleachers in a safe and secure condition.
 - Provide trash receptacles and the removal of trash from the Facility.
 - Maintain structural integrity of concession stands, restrooms, and storage areas.
 - Maintain all lighting systems.
 - Maintain all scoreboards and associated control systems.
- b. Provide Parks and Rec with contact information for after-hours and everyday needs.
- c. Provide, as soon as reasonably possible, communication to Parks and Rec of any scheduled or unscheduled court maintenance or shutdown periods.
- d. Provide custodial supplies for proper cleaning of the courts/gym space, concession area and restrooms.
- e. Insure the courts/gym space are properly set up with goals in the proper position and correct height, and score board controllers are out and in working order for programs.
- f. Provide a supervisor to over-see the facility while programs are being conducted and to properly close the Facility for the night after the end of the use by Parks and Rec.
- g. Pay all utilities.
- h. Provide all concessions for all Parks and Rec programs at the Facility.
- i. Provide access to TNT cleaning supplies and equipment as designated by the operation of Section 4 above.
- j. Upon request, provide to City security camera video of specified accidents or incidents that occur at the facility during any Parks and Rec programs.

Section 7. Responsibility for Acts. Each party will be responsible for their acts, provided City's monetary limits of liability is limited to the monetary limits of liability as provided for in the Tennessee Tort Liability Act, T.C.A. section 29-20-101 et seq. No provision of the Agreement shall act or be deemed a waiver by City of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals as of the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of September, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") with an effective date of July 1, 2015 ("Effective Date") is entered into between TNT Sportsplex ("TNT") and the City of Kingsport, Tennessee, ("City") for and on behalf of its Parks and Recreation Department, ("Park and Rec") for the use by Parks and Rec of certain space and facilities owned by TNT.

NOW, THEREFORE, in consideration of ten dollars (\$10.00), cash in hand paid to TNT by City, receipt of which is acknowledged by TNT and the premises and the mutual covenants contained herein, the Parties agree as follows:

Section 1. Facility. Subject to the terms of this Agreement, TNT agrees that City may use the sports complex and equipment ("Facility") owned by TNT at 600 E. Main St., Kingsport, Tennessee. Parks and Rec will have access to four basketball courts/gym space for programs from 5:30 p.m. to 10:30 p.m., two days a week from November 1 and through March 1 each year during the term of this Agreement. The parties may mutually agree to alternate dates and times for the use.

Section 2. Use. Parks and Rec may use the Facility for any of its programs. Additionally, TNT will provide Parks and Rec a secured Space to store equipment and supplies such as balls, score sheets, schedules, and rules for its programs. TNT will provide the staff of Parks and Rec proper training on the appropriate use of TNT equipment and facility components. TNT will provide without charge for Parks and Rec use of scoreboards and/or portable scoreboards, nets, tables, chairs, bleachers and other specified equipment for use during programs held at the Facility.

Section 3. Term. The term of this Agreement will begin on the Effective Date and end on June 30, 2016. This term of this Agreement shall automatically renew on the same terms and conditions for four (4) additional one (1) year terms, unless either party provides written notice to the other party at least sixty (60) calendar days that the Agreement will not be renewed or will not be renewed on the same terms and conditions.

Section 4. Maintenance and Cleaning Supplies. TNT will provide to Parks and Rec, as may be agreed upon TNT, maintenance equipment, cleaning supplies, and janitorial supplies in order to assist with any clean up or maintenance related needs at the Facility.

Section 5. Obligations of Parks and Rec. During the term of this Agreement City, through Parks and Rec, agrees to:

- a. Provide program day policing of all litter on the gym floors, playing area, bleachers, concession stands, and main entrance area.
- b. Monitor and clean TNT restroom facilities during programs and prior to leaving the facility.
- c. When needed, assist with the placement of TNT goals, nets and other equipment to meet Parks and Rec program needs.
- d. Communicate with TNT any maintenance issues and/or other issues that may arise during Parks and Rec program operations at the Facility.
- e. Provide TNT with complete information concerning any accidents or incidents that occur at the facility during Parks and Rec programs.
- f. Provide an on-site supervisor during all Parks and Rec programs at the Facility.
- g. Provide TNT a list of names and contact information for Parks and Rec staff who will be overseeing programs, staff and volunteers at the Facility.
- h. Provide program schedules to TNT and communicate any changes/revisions in a timely manner.
- i. Help ensure equipment is properly stored away, lights have been turned off, proper doors have

been secured, and that the facility is closed down properly at the completion of each Parks and Rec use.

Section 6. Obligations of TNT. During the term of this Agreement TNT agrees to:

- a. Provide the following maintenance and repairs in a manner generally equal to similar facility business practices, as the Facility budget allows:
 - Maintain all the gym surface areas to include cleaning the floor, dust moping, and general floor repairs as needed.
 - Maintain all bleachers in a safe and secure condition.
 - Provide trash receptacles and the removal of trash from the Facility.
 - Maintain structural integrity of concession stands, restrooms, and storage areas.
 - Maintain all lighting systems.
 - Maintain all scoreboards and associated control systems.
- b. Provide Parks and Rec with contact information for after-hours and everyday needs.
- c. Provide, as soon as reasonably possible, communication to Parks and Rec of any scheduled or unscheduled court maintenance or shutdown periods.
- d. Provide custodial supplies for proper cleaning of the courts/gym space, concession area and restrooms.
- e. Insure the courts/gym space are properly set up with goals in the proper position and correct height, and score board controllers are out and in working order for programs.
- f. Provide a supervisor to over-see the facility while programs are being conducted and to properly close the Facility for the night after the end of the use by Parks and Rec.
- g. Pay all utilities.
- h. Provide all concessions for all Parks and Rec programs at the Facility.
- i. Provide access to TNT cleaning supplies and equipment as designated by the operation of Section 4 above.
- j. Upon request, provide to City security camera video of specified accidents or incidents that occur at the facility during any Parks and Rec programs.

Section 7. Responsibility for Acts. Each party will be responsible for their acts, provided City's monetary limits of liability is limited to the monetary limits of liability as provided for in the Tennessee Tort Liability Act, T.C.A. section 29-20-101 *et seq.* No provision of the Agreement shall act or be deemed a waiver by City of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals as of the day and year first above written.

TNT SPORTSPLEX

(Name and Title)

CITY OF KINGSPORT, TENNESSEE

John Clark, Mayor

Attest:

James H. Demming, City Recorder

APPROVED AS TO FORM:

J. Michael Billingsley, City Attorney



AGENDA ACTION FORM

Annual Renewal of Public Library Maintenance of Effort Agreement

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager

Action Form No.: AF-232-2015
 Work Session: August 31, 2015
 First Reading: N/A

Final Adoption: September 1, 2015
 Staff Work By: Helen Whittaker
 Presentation By: Morris Baker

Recommendation:

Approve the Resolution.

Executive Summary:

This is an annual agreement which makes the library eligible to receive training, technical support, access to state grants, 55,000 downloadable ebooks/eaudio, 69 state-funded online databases, state-wide courier book deliveries to/from other libraries in the state, and funds for library materials from the State Library through the Holston River Regional Library (a Multi-County Regional System).

This State assistance received by the Kingsport Public Library through the Regional Library is intended to supplement local appropriations as required in the establishment of public libraries by the Tennessee Code Annotated, Title 10, Chapter 3. In return for State assistance, each public library desiring to belong to the Multi-County Regional system must maintain "the allocation of locally appropriated funds at a level not less than the amount appropriated the last fiscal year as well as the expenditure of locally appropriated funds at a level not less than the total amount expended in the last fiscal year."

The annual amount of the State assistance through this agreement equates to \$53,100.

If the Kingsport Public Library fails to meet MOE efforts, the library would not only lose access to these services and funding, but would also have to return all the materials purchased for the library with these funds – which is 27% of our collection. The potential loss to the library would equate to \$730,000. The library would also lose access to \$100,000 State Construction Grant.

Attachments:

1. Resolution
2. Maintenance of Effort Agreement

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Ottermann	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES TO RECEIVE FUNDING FOR BOOKS AND TRAINING AND FOR SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM

WHEREAS, the Maintenance of Effort Agreement is an annual agreement that allows the library to be eligible to receive training, and technical support, and access to state grants, 50,000 state-funded downloadable ebooks/eaudio, 69 state-funded online databases, state-wide courier book deliveries to/from other libraries in the state, and funds for library materials from the State Library through the Holston River Regional Library (a Multi-County Regional System); and

WHEREAS, the state assistance from this agreement equals \$53,100.00.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That a Maintenance of Effort Agreement with Tennessee State Library and Archives is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Maintenance of Effort Agreement with Tennessee State Library and Archives and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION III. That the mayor is further authorized and directed to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of September, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

2015-2016 PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT

Office of the Secretary of State Tennessee State Library and Archives

Due to the Holston River Regional Office by October 31st

Region: Holston River

County(ies): Sullivan

Library/Library System: Sullivan County-Kingsport

The Office of the Secretary of State, Tennessee State Library and Archives, Regional Office is hereby notified that public funds were appropriated and expended for library services in the fiscal year just completed. This amount will be matched or exceeded during the current fiscal year. In addition, the total number of library operating hours will be maintained, per the *Public Library Service Agreement*. The undersigned acknowledge that failure to meet MOE (Maintenance of Effort) may result in the loss of all regional services, including materials currently held at the local library(ies) paid for with State and Federal funds.

Public funds appropriated and expended for operation of local libraries. Do not include capital or one-time appropriations or expenditures, or pass-through money appropriated by another County or City.

A. Appropriated and Expended by the County(ies):

County(ies)	Appropriated FY 2013-14	Expended FY 2013-14	Appropriated FY 2014-15	Expended FY 2014-15	Appropriated FY 2015-16
Sullivan	\$0.00	\$0.00	\$0.00		
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

B. Appropriated and Expended by the Cities of:

City(ies)	Appropriated FY 2013-14	Expended FY 2013-14	Appropriated FY 2014-15	Expended FY 2014-15	Appropriated FY 2015-16
Kingsport	\$1,261,300.00	\$1,240,837.00	\$1,278,200.00	\$1,194,258.00	\$1,278,275.00
TOTAL	\$1,261,300.00	\$1,240,837.00	\$1,278,200.00	\$1,194,258.00	\$1,278,275.00

C. Totals:

	Appropriated FY 2013-14	Expended FY 2013-14	Appropriated FY 2014-15	Expended FY 2014-15	Appropriated FY 2015-16
TOTAL	\$1,261,300.00	\$1,240,837.00	\$1,278,200.00	\$1,194,258.00	\$1,278,275.00

D. Number of library operating hours in a normal week:

Name of Library Building	Main or Branch Library	Number of Hours per Week FY 2013-14	Number of Hours per Week FY 2014-15	Number of Hours per Week FY 2015-16	Comments
Kingsport Public Library	Main	61	61	61	

2015-2016 PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT

Office of the Secretary of State Tennessee State Library and Archives

Region: Holston River

County(ies): Sullivan

Library/Library System: Sullivan County-Kingsport

Total	61	61	61
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E. Official Signatures:

Dennis Phillips, Kingsport Mayor **Date**

John Demuth, Library Board Chair **Date**

For State Library Use Only

Reviewed by:

Signature _____ Date _____
Nancy Roark, Holston River Regional Library Director

Additional notes:

Approved by:

Signature _____ Date _____
Charles A. Sherrill, State Librarian and Archivist



AGENDA ACTION FORM

Approval of Easements and Rights-of-Way for Rock Springs/Sullivan Gardens Sewer Project

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager

Action Form No.: AF-235-2015
 Work Session: August 31, 2015
 First Reading: N/A

Final Adoption: September 1, 2015
 Staff Work By: R. Trent; H. Page
 Presentation By: R. McReynolds

Recommendation:

Approve the offers.

Executive Summary:

In order to extend sanitary sewer services in the Rock Springs Drive/Sullivan Gardens Drive area, the Public Works Department has requested rights-of-way and easements across affected properties. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the below property owners.

<u>Tax Map & Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	<u>Appraised Value</u>
#090N; B-023.00	Jessica H. Strom 4205 Sullivan Garden Drive Kingsport, TN 37660	Perm. 799 sq. ft.	\$220.00
#090N; B-026.00	Gary & Martha Pendley 110 Rock Springs Drive Kingsport, TN 37660	Perm. 2,719 sq. ft.	\$620.00

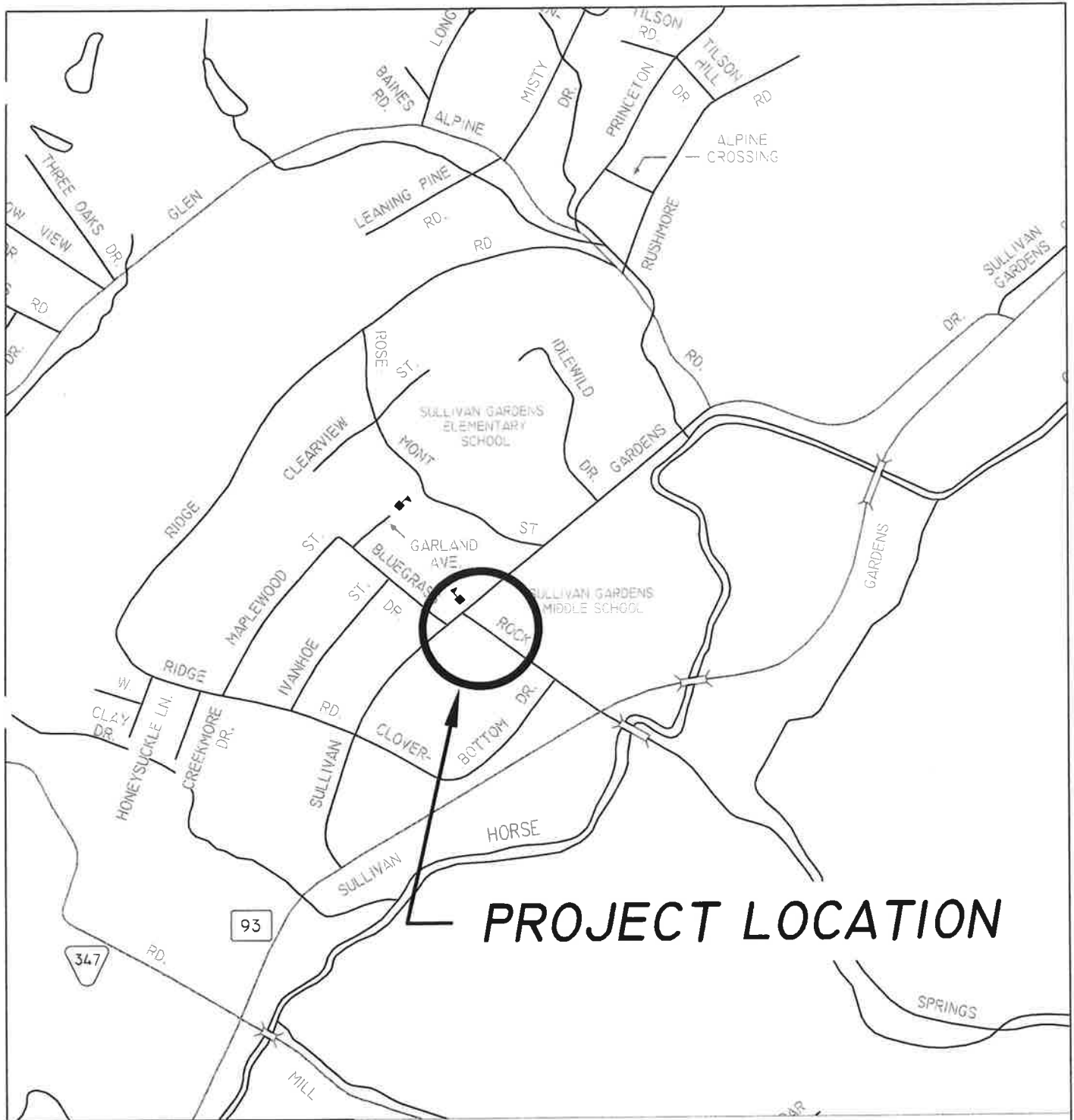
This project will be funded under #412-5004-501-9001.

Attachments:

1. Project Location Map

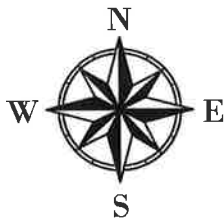
Funding source appropriate and funds are available: 

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—



PROJECT LOCATION

ALL BEARINGS KGRN
(KINGSPORT GEODETIC
REFERENCE NETWORK)



**FIGURE I - MAP LOCATION
SANITARY SEWER EASEMENT
ROCK SPRINGS DRIVE**

CITY OF KINGSPORT, TENNESSEE

NO SCALE

7 AUGUST 2015



AGENDA ACTION FORM

Agreement with Frontier Health for Counseling Services for Kingsport City Schools

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager *JE*

Action Form No.: AF-230-2015
 Work Session: August 31, 2015
 First Reading: N/A

Final Adoption: September 1, 2015
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the Resolution.

Executive Summary:

The administration of Kingsport City Schools desires to enter into this agreement for the purpose of continuing current services of Holston Children and Youth Services/Frontier Health for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff, and students. It is recommended that approval be given to execute an agreement with Frontier Health for a total of \$120,400 for counseling services for the Kingsport City Schools.

Funding for this agreement is contained in Account 141-7154-711.03-99 of the School budget.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *JE*

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Ottermann	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH FRONTIER
HEALTH FOR COUNSELING SERVICES FOR KINGSPORT CITY
SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE
AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND
PROPER TO EFFECTUATE THE PURPOSE OF THE
AGREEMENT

WHEREAS, Kingsport City Schools currently receives services from Holston Children and Youth Services/Frontier Health for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff, and students; and

WHEREAS, the city would like to continue these services; and

WHEREAS, the cost for the services is \$120,400.00 and funding is available in Account 141-7154-711.03-99 of the School budget.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That an agreement with Holston Children and Youth Services/Frontier Health is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Holston Children and Youth Services/Frontier Health and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

FRONTIER HEALTH
Holston Children and Youth Services
And
CITY OF KINGSPORT, FOR ITS
KINGSPORT CITY SCHOOL SYSTEM
CONTRACTUAL AGREEMENT
LOCAL PROGRAM
SY 2015-2016

I Parties

Holston Children and Youth Services/Frontier Health and the City of Kingsport, for its Kingsport City School System are the parties to this agreement for alcohol and drug prevention and student assistance services.

II Purpose

This agreement is entered into by the stated parties for the purpose of making provision for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff and students.

III Services

The following services will be provided by Holston Children and Youth Services/Frontier Health to the Kingsport City School System under this agreement. The further development and alteration of these services will be reviewed and negotiated formally in April of each year by designated personnel of Holston Children and Youth Services/Frontier Health and the Kingsport City School System. Changes in services rendered by joint examination will be communicated to all appropriate personnel.

Holston Children and Youth Services/Frontier Health Corporate agree to accept the following responsibilities under this contract, and shall provide the services set out below:

A. Training and consultation services for alcohol and other drug related issues:

1. Holston Children and Youth Services/Frontier Health will provide within the Kingsport City School System the necessary education, training, supervision, consultation, and other resources to school personnel for the purpose of instituting ongoing prevention to K-12 students. Training will be provided to each of the following target groups within Kingsport City School System:

- a. General population of school personnel as needed
- b. School personnel specifically required to teach drug education units
- c. Elementary school teachers
- d. Core group of self-selected and nominated school personnel willing to commit to in-depth training
- e. Administrators and guidance counselors

2. Holston Children and Youth Services/Frontier Health will provide consultation services to the Kingsport City School System and its personnel as needed throughout the year. Those consultation services may be utilized in the following areas, but are not necessarily limited to these areas:

- a. Review and selection of curricula
- b. Involvement in establishment of school policies related to alcohol and other drug issues
- c. Coordination of local alcohol and drug related services offered within the Kingsport City School System
- d. Consultation with staff
- e. Review and dissemination of current research as related to specific drugs, prevention approaches, model school-based programs, etc.

3. The services outlined above will be provided on an as needed basis.

B. Counseling services for alcohol and drug related issues:

1. Holston Children and Youth Services/Frontier Health will provide within the Kingsport City School System assessment of individuals referred, individual and group counseling as appropriate, training (when available), coordination with other services, and referral to appropriate services as necessary. These services will be available to the following people:

- a. Students
- b. Parents of students
- c. School personnel (consultation)

2. Counseling services will be provided on a full-time basis with the following guidelines:

- a. Counselors will be available at Dobyne Bennett High School, John Sevier and Ross N. Robinson Middle Schools four and a half (4.5) days per week.
- b. Counselors will be available to elementary schools on an as needed basis.

IV Financial

Holston Children and Youth Services/Frontier Health agree to maintain necessary records and accounts related to this contract, including personnel and financial records. All expenditures made pursuant to this contract shall be properly supported by payroll records, invoices, orders, contracts, canceled checks and other necessary documentation.

1. Holston Children and Youth Services/Frontier Health will utilize generally accepted accounting procedures in the operation of this contract.
2. Records will be maintained on a July 1 to June 30 fiscal year basis.
3. Financial records shall be retained for a period of five years (5) upon any dissolution of this contract.
4. All finances, including this contract, will be independently audited on a yearly basis by Holston Children and Youth Services/Frontier Health.
5. Written reports of financial operations pertaining to this contract will be made available upon request and/or less than on an annual basis.
6. The contract amount for FY 2015-2016 to be paid by Kingsport City School System for services described herein is \$120,400.00.
7. The contract sum is to be paid in three installments.

V Personnel

Holston Children and Youth Services/Frontier Health assume all responsibility for personnel matters. Personnel involved in services will be employees of Holston Children and Youth Services/Frontier Health Corporate. A criminal background check, which includes fingerprinting, will be required for those working in a position requiring proximity to school children, as noted in T.C.A. 49-5-413. Personnel interaction issues emanating between the two parties will be properly documented and communicated to insure the cooperative and constructive relationship between the parties and of the appropriate functioning of the services in operation.

VI Public Relations

Public relations activities pursuant to the promotion, explanation, display, representation, and orientation to community of the said service agreement and its operation will be developed and implemented as a joint negotiation of the parties in the agreement.

VII Compliance

Both parties agree to comply with the following statutes, regulations, standards, policies, and procedures in the operation of the program, which is subject of this contract:

1. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.

2. Titles VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and subsequent amendments and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of sex, age, race, religious affiliation, handicap, or national origin, be subjected to discrimination in the provision of any services or in employment practices.

VIII Scope of Agreement

This contract, including any exhibits, constitutes the entire agreement between Holston Children and Youth Services/Frontier Health and the City of Kingsport, for its Kingsport City School System for the operation of said Student Assistance Program. Any alterations, amendments, or modifications in the provisions of this agreement shall be in writing, signed by the parties, and attached hereto.

IX Severability of Agreement

Each paragraph and provision of this agreement is severable from the entire agreements; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

X Termination of Agreement

This agreement may be terminated under the following circumstances:

1. By mutual agreement

2. Non-renewal requires a 60-day notice, unless prior agreement by both parties is made

XI Length of Agreement

This agreement shall become effective August 1, 2015 and remain in effect until June 30, 2016.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of September, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Participation in the TML Risk Management Pool "Driver Safety" Matching Grant Program

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager

Action Form No.: AF-233-2015
 Work Session: August 31 2015
 First Reading: N/A

Final Adoption: September 1, 2015
 Staff Work By: Tommy Hughes
 Presentation By: Mike Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

The Tennessee Risk Management Pool is offering a reimbursement grant of one-half of the total costs of materials up to \$5,000.00 toward the purchase of safe driving related training materials. The funds may be used for Computer based training; multi-agency joint training, on-site/off-site Driver Safety training classes, tools and equipment used in providing on-site Driver Safety training such as driving simulators, traffic cones, TV's, DVD players, and other requests that are designed to improve employee driver safety. Entry requirements for grant eligibility include completion of the application and a signed resolution from the Mayor.

Funds are available in the Risk Management operating budget account 615-1601-413-2045 Operations account 412-5003-501-9004.

Attachments:

1. Resolution

Funding source appropriate and funds are available: js

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT FROM THE TENNESSEE RISK MANAGEMENT POOL FOR THE PURCHASE OF SAFE DRIVING RELATED TRAINING AND MATERIALS

WHEREAS, the Tennessee Risk Management Pool is offering a reimbursement grant up to \$5,000.00 toward the purchase of safe driving related training materials; and

WHEREAS, if awarded, the grant funds will be used as reimbursement for the cost of computer based training; multi-agency joint training; on-site/off-site driver safety training classes; tools and equipment used in providing on-site driver safety training such as driving simulators; traffic cones; TV's; DVD players; and other such items that are designed to improve employee driver safety; and

WHEREAS, the grant pays for one-half of the cost of qualified items; and

WHEREAS, funds are available in the Risk Management operating budget account 615-1601-413-2045, Operations account 412-5003-501-9004, for the required expenditures.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Tennessee Risk Management Pool Drivers Safety reimbursement grant, for one-half of the total cost of materials up to \$5,000.00.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of September, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Contractual Agreement 82UROP-S3-019 with the Tennessee Department of Transportation for Reimbursement of Operation Expenses for FY15-16

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager *af*

Action Form No.: AF-234-2015
 Work Session: August 31, 2015
 First Reading: N/A

Final Adoption: September 1, 2015
 Staff Work By: Gary Taylor/Chris Campbell
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

Annually, the City enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for the operation of the Kingsport Area Transit Service. The City's total allocation for fiscal year 2015-2016 is \$594,000. Projected State operation reimbursements for the fiscal year are \$344,025.

Additionally, the Federal Transit Administrations (FTA) annual contribution includes \$688,050 for a combined total operating budget of \$1,376,100 for fiscal year 2015/2016. These funds are utilized for the annual operation of fixed-route bus and ADA/Paratransit service. All sources of funding were included in the approved FY 2016 budget for the City of Kingsport.

Federal Transit Authority	\$688,050
Tennessee Dept. of Transportation	\$344,025
City of Kingsport	\$344,025
Total	\$1,376,100

Attachments:

1. Resolution

Funding source appropriate and funds are available: *js*

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A REIMBURSEMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CITY TRANSIT SYSTEM OPERATING EXPENDITURES FOR FISCAL YEAR 2015-2016

WHEREAS, annually the city enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for operation of transit services; and

WHEREAS, the city's total allocation from TDOT for fiscal year 2015-2016 is \$594,000.00; and

WHEREAS, the city local budget for fiscal year 2015-2016 is \$344,025.00; and

WHEREAS, a reimbursement contract with TDOT must be executed to receive the funds;

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That an agreement with the Tennessee Department of Transportation in an amount up to \$594,000.00 for reimbursement of operating expenses for the city transit system for fiscal year 2015-2016 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a contract with the Tennessee Department of Transportation, in the amount up to \$594,000.00, for reimbursement of operating expenses for the city transit system services in fiscal year 2015-2016.

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION IV. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of September, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approval of Storm Sewer Easement and Right-of-Way for Compton Terrace/Sullivan Street

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager *JS*

Action Form No.: AF-237-2015
 Work Session: August 31, 2015
 First Reading: N/A

Final Adoption: September 1, 2015
 Staff Work By: R. Trent; J. Grieb
 Presentation By: R. McReynolds

Recommendation:

Approve the offer.

Executive Summary:

As part of the construction of Phase 2 of the Sullivan Street Improvement Project, the Public Works Department has requested the purchase of a storm sewer right-of-way and easement across affected property. An appraisal has been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicates the fair market value as per the below property owner.

Tax Map & Parcel	Property Owner	Easement Area	Appraised Value
#046H; M-009.00	Michael & Ann Prescott 213 Compton Terrace Kingsport, TN 37660	Perm. 119 sq. ft.	\$60.00

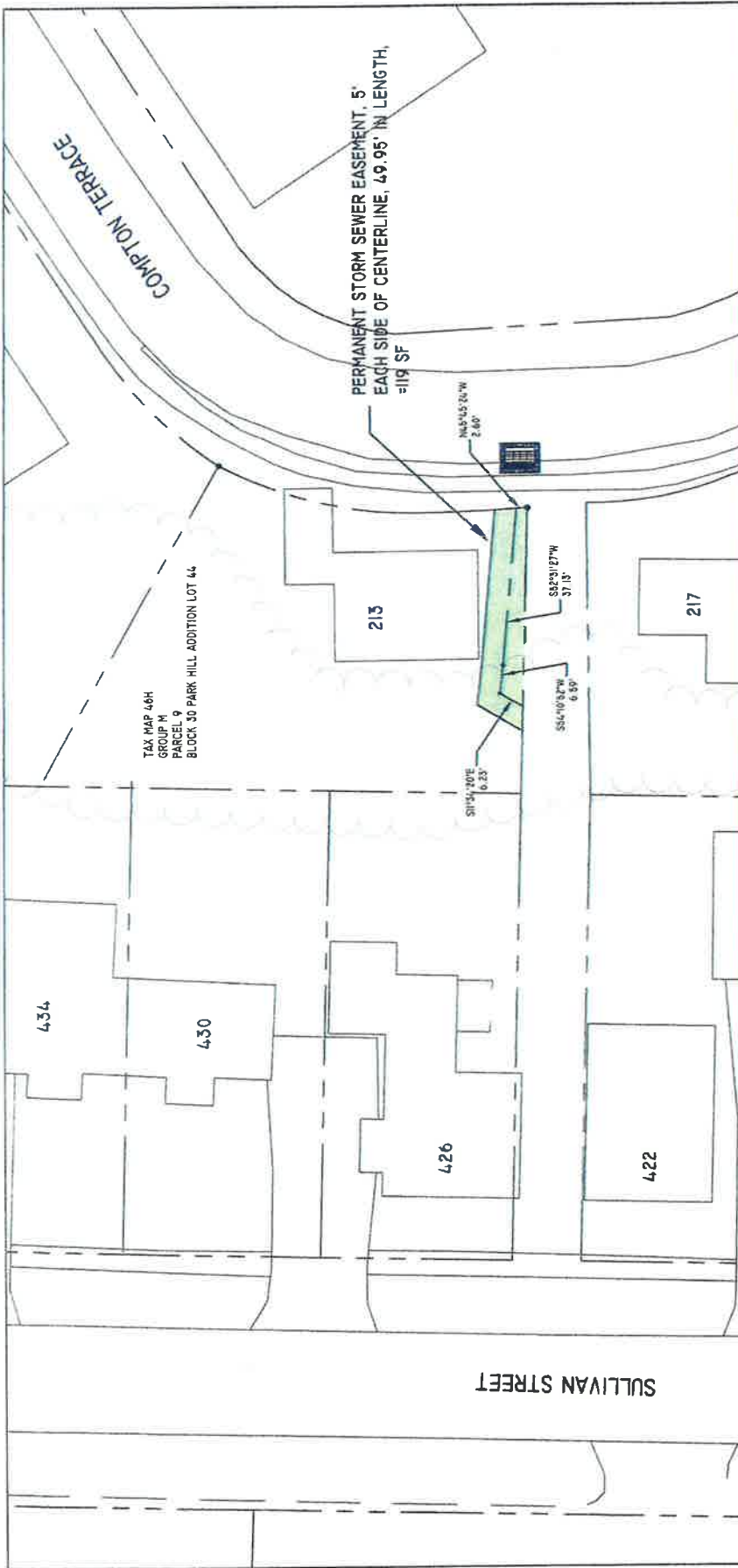
This project will be funded under #417-5017-501-2099.

Attachments:

1. Easement and Right-of-Way Sketch

Funding source appropriate and funds are available: *JS*

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—



STORM SEWER EASEMENT ACROSS

LOT 44, BLOCK 30, PARK HILL ADDITION

LOCATED IN THE 11TH CIVIL DISTRICT OF SULLIVAN CO., TN
LAWRENCE H. EMMERT, REGISTERED LAND SURVEYOR TENNESSEE NO. 1475

OFFICE OF THE CITY ENGINEER
DATE: 16 JULY 2015

KINGSFORD, TN
N-2539
SCALE: 1"=30'

ALL BEARINGS KGRN (KINGSFORD GEODETIC REFERENCE NETWORK)

LAWRENCE H. EMMERT
REGISTERED LAND SURVEYOR
TENNESSEE NO. 1475



AGENDA ACTION FORM

Apply For and Receive the Solid Waste Recycling Rebate Grant from Tennessee Department of Environment and Conservation Solid Waste Management Division

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager

Action Form No.: AF-238-2015
 Work Session: August 31, 2015
 First Reading: N/A

Final Adoption: September 1, 2015
 Staff Work By: Ronnie Hammonds
 Presentation By: Rodney Deel

Recommendation:

Approve the Resolution.

Executive Summary:

The Kingsport Public Works Department is eligible to apply for the annual Solid Waste Recycling Rebate Grant in the amount of \$4,263.00 toward reimbursement in operating the recycling program. Funds spent towards recycling education, collection, and transport during July 1, 2015 through June 30, 2016 will be eligible for reimbursement. The required dollar for dollar match will come from the purchase of recycling carts and staff salaries. Grant funds received will be used primarily for purchase of new recycling carts. The grant varies year to year based on the amount of money reserved by the state. This year \$300,000 has been reserved by the state for the top 11 solid waste producing counties and their municipalities. The money is divided proportionately by the amount of waste produced, then by the population of the municipalities. The City of Kingsport received \$9,239 in FY 2015, \$4,378 in FY 2014, \$4,146 in FY 2013, and \$3,508 in FY 2012.

Attachments:

1. Resolution

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Ottermann	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SOLID WASTE RECYCLING REBATE GRANT FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION SOLID WASTE MANAGEMENT DIVISION

WHEREAS, the city would like to apply for a rebate grant from the Tennessee Department of Environment and Conservation Solid Waste Management Division; and

WHEREAS, the rebate grant will provide reimbursement in the recycling program for certain items such as recycling education, collections, and transport from July 1, 2015, through June 30, 2016; and

WHEREAS, the amount of the solid waste recycling rebate grant is \$4,263.00 and requires a one to one match, which match will come from the purchase of recycling bins, staff salaries; and

WHEREAS, the city has applied for and received the grant in previous years;

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the city of Kingsport, all documents necessary and proper to apply for and receive a Solid Waste Recycling Rebate Grant from the Tennessee Department of Environment and Conservation Solid Waste Management Division.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of September 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY