



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, December 15, 2014
Council Room, 2nd Floor, City Hall, 4:30 p.m.**

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Vice Mayor Mike McIntire
Alderman John Clark
Alderman Colette George

Alderman Andy Hall
Alderman Tom C. Parham
Alderman Tom Segelhorst

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
Tim Whaley, Community and Government Relations Director
George DeCroes, Human Resources Director

1. Call to Order
2. Roll Call
3. Downtown Presentation – Justin Steinmann
4. Work Session Tickler
5. Review of Items on December 16, 2014 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.



Work Session Tickler *December 15, 2014*

Special Projects

Brickyard Park Ball Fields

David Mason

The Ballpark construction contract with Denark Construction includes alternates 2 & 3 plus change order No. 1 for a total contact amount of \$3,732,038. The exterior CMU walls for the concession stand are complete, and the interior walls are underway. The sports lighting poles and fixtures have arrived. The perimeter sports lighting pole bases are complete and ready for poles as soon as the fields dry out enough to support a crane. Since the work on the outer sports lighting poles must be done from the outfields, this work is on the critical path for sod installation which is currently targeted to begin in late December. The Water Dept. is nearly complete with the water main extension from the Riverview neighborhood that will service the park. After the required sanitizing and testing, water will be available to begin testing the irrigation lines.

Sports Lighting Poles Arriving.



Concession Stand Exterior Walls.



Brickyard Park Ball Fields continued

Field 2 Backstop Grade Beams in Progress.



Light Pole Base Between Field 2 & 3 Ready to Pour.
Note Perimeter Pole Ready to Stand Up in the Background



Fire Training Ground

Chief Dye

We are ready to put out to bid the Burn Building/Training Tower! This should happen in January. Plans are to add storage facilities, classroom facilities, etc. Several props will be on concrete slabs and we are looking where to place them.



Fire Station 6 Upgrades

Chief Dye

The brick is complete. All the outside is done except for a small amount of the metal coping and the light poles. The letters for the sign (City of Kingsport) are in and should also be placed. There is a chance the project will be complete when you are reading this.



Carousel

Morris Baker

Building Construction

- Construction of the Carousel Roundhouse and Gift Shop is well underway.
- Exterior walls and roof of the Gift Shop are mostly complete.
- Metal framing of the Roundhouse is progressing well.

Frame Refurbishing

- The 24 Inside Panels (these surround the motor and gears in the center of the carousel) are being laminated with high-gloss gold finished aluminum sheets which will provide highly reflective surfaces. Ten of the panels are finished to date.
- Work is being done to clean inspect all mechanical components of the machine.
- Nine of the 12 flooring sections on the carousel have been refurbished with the remaining 3 sections underway. The old flooring covering these sections was worn beyond repair, so we are removing the old flooring and replacing it with Eastman-donated Perennial Wood.

Carving/Painting

- We have two horses still being carved that are scheduled to be on the carousel. We also have 2 back-up horses being carved and they will both be ready to fill in as needed during assembly.
- The 24 sweep animals are about finished. We have 4 pieces that are still being carved and a couple waiting to be painted.
- The Ticket/Control Booth is underway. The booth is in the form of a large hollow tree. Our Flying Pig will be suspended above the booth. Several small animals are being carved and will be attached to the outside of the booth. These animals are underway and will be finished in time for assembly of the carousel. The booth will house controls for the carousel, band organ and sound system and could be used for token sales if needed.

Carousel continued

- Painting continues on the Rounding Boards and Light Boards. The Angel Panels are finished. We have decided to do more painting on the Light Boards and Button Plaques to make each one unique in appearance. This additional painting will be underway soon.



WTP Raw Water Transmission and Intake Replacement Design

Niki Ensor

(No updates.)

Engineer: CDMSmith

Construction Schedule: March 2015 – January 2017

Project Update: Project schedule has been revised to reflect funding agencies submission requirements and review process. Receive bids on or before March 27, 2015; Start construction on or before June 15, 2015; Complete construction on or before January 31, 2017

Tunnel Alignment



Cooks Valley Road Improvements - Phase 2

Hank Clabaugh

The paving is complete and the road is now open to traffic.

Punch list work that remains includes seeding and strawing, landscaping, fencing, and permanent thermo road markings. This work is expected to be completed over the next several weeks.



Cooks Valley Road Improvements - Phase 2 continued



Legal

Risk Management

Terri Evans

Kingsport Employee Wellness

The Kingsport Employee Wellness Center opened 6/26/13. Utilization required an increase in hours effective February 24, 2014. With the passage of self-funded health insurance for Kingsport City School employees, the number of available appointments and operating hours will increase on January 2, 2015. Utilization from January 1, 2014 through December 8, 2014 is 95.5%, and of those, 55.5% were active employees, 4.5% were retirees, 35.2% were dependents, 0.4% were Workers Compensation visits, 0.3% were extended patient visits, and 4.1% were no-shows. Our no-show target is below 5%.

Worker's Compensation

There were six recordable injuries in November, two with medical treatment only and four with restricted duty.

Budget Office

Judy Smith

Financial Comments

Local Option Sales Tax revenue for the month of October was \$1,342,308 which was \$16,926 over budget and \$64,281 above last year's actual. The Year to Date Total is \$118,723 over budget and \$223,678 over last year which is a 4.3% increase over last year's actual for the first quarter.

Property Tax collections through December 8 are at 91.3%.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, December 16, 2014

Large Courtroom – 2nd Floor, City Hall

7:00 p.m.

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Vice Mayor Mike McIntire
Alderman John Clark
Alderman Colette George

Alderman Andy S. Hall
Alderman Tom C. Parham
Alderman Tom Segelhorst

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
Tim Whaley, Community & Government Relations Director
George DeCroes, Human Resources Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Pastor Bryan Moore, Fordtown Baptist Church

III.A. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

1. Class 2 ISO Recognition – Jeff Fleming

V. APPROVAL OF MINUTES

1. Work Session – December 1, 2014
2. Business Meeting – December 2, 2014

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Public Hearing and Consideration of an Ordinance to Amend the Code of Ordinances, Sections 114-106 and 114-305 Pertaining to Preliminary Plan Submission Procedure and Adding a New Section Pertaining to Vested Rights (AF: 303-2014) (Ken Weems)
 - Public Hearing
 - Ordinance – **Second Reading and Final Adoption**
2. Conduct a Public Hearing for Annexation Annual Plan of Services Report (AF: 327-2014) (Corey Shepherd)
 - Public Hearing
3. Amend Zoning of 708 Beechwood Drive, Located in the Colonial Heights Area (AF: 321-2014) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading
4. Amend Zoning of the Larry Neil Property, Located off Larry Neil Way (AF:322-2014) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading
5. Amend Zoning of East Main Street Property in Vicinity of the Rail Wye (AF: 323-2014) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading
6. Amend Zoning Code Pertaining to Periphery Yard Requirements in a B-4P Zone (AF: 324-2014) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading

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. Amending Various Code Sections Pertaining to Beer Permits (AF: 284-2014) (Mike Billingsley)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance to Amend the FY15 Operating Budgets and Various Projects (AF: 301-2014) (Jeff Fleming)
 - Ordinance – **Second Reading and Final Adoption**
2. Consideration of an Ordinance to Amend the FY 2015 General Purpose School Fund Budget (AF: 320-2014) (Mrs. Upshaw & Dr. Ailshie)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Federal Transit Administration Grant from the U.S. Department of Transportation (AF: 318-2014) (Chris McCartt)
 - Resolution
2. Agreement with VDOT's Division of Public Transportation to Receive FTA Planning Funds (AF: 283-2014) (Bill Albright)
 - Resolution
3. Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Operation Expenses for FY14-15 (AF: 299-2014) (Chris McCartt)
 - Resolution
4. Bid for the Purchase of One (1) Cab/Chassis with Street Sweeper (AF: 319-2014) (Chris McCartt / Ryan McReynolds)
 - Resolution
5. Apply for a "Multi-Modal Access Fund" Grant from Tennessee Department of Transportation (AF: 314-2014) (Bill Albright / Troy Ebbert)
 - Resolution
6. Approve Issuance of Certificates of Compliance for Businesses to Sell Retail Alcoholic Beverages (AF: 326-2014) (Jim Demming)
 - Certificates of Compliance
7. Lease Agreements with the Kingsport Theatre Guild, Kingsport Art Guild, KingsportARTS, Suzuki Talent Education of Appalachia and Symphony of the Mountains (AF: 312-2014) (Morris Baker)
 - Resolution
8. Transfer Surplus Property at 1115 Highway 93, Fall Branch, TN (Washington County) (AF: 328-2014) (Jim Demming)
 - Resolution

E. APPOINTMENTS

1. Appointment to the Sidewalk Board (AF: 317-2014) (Mayor Phillips)
 - Appointment
2. Appointments to the Senior Center Advisory Council (AF: 325-2014) (Mayor Phillips)
 - Appointments

VII. CONSENT AGENDA

None

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, December 1, 2014, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips

Vice-Mayor Mike McIntire

Alderman Colette George

Alderman Andy Hall

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 Phillips.

2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Alderman John Clark and Alderman Tom Segelhorst.

NOTE: Mayor Phillips noted there was extra brick from General Shale that can be used at the new ball fields. The board asked staff to move forward. The mayor also commented on the misunderstanding that stemmed from the school teacher bonus and city employee gift card discussion at the last meeting. Item VI.D.2 was discussed at this time, out of order, to accommodate representatives in the audience. The regular agenda resumed thereafter.

VI.D.2 Consideration of a Resolution Authorizing the Issuance of a Purchase Order to Insight Public Sector for the Purchase of Laptops for Sixth Grade Students in the Kingsport City School System (AF: 302-2014). School Superintendent Dr. Lyle Ailshie gave a presentation on this item. He explained the technology vision implementation plan and how these devices will be incorporated over the next three years into the school system. He also provided details on how the laptops will be paid for, noting there was not a request for city funding until 2016 during the last phase. Dr. Ailshie pointed out if the city funding was not possible at that time, this last phase could be delayed until funding was available. There was considerable discussion.

3. **JOINT LEGISLATIVE POLICY.** Community and Government Relations Director Tim Whaley presented this item, noting it is a joint process that involves Johnson City and Bristol as well. The final policy will be presented at a luncheon on January 9, 2015 from 11:00 am to 1:00 pm at Meadowview Convention Center. There was considerable discussion.

4. **WORK SESSION TICKLER.** Alderman George pointed out Cooks Valley Road would be opening up soon. Mayor Phillips commented on the backflow preventer requirement and the burden it places on small businesses. Assistant City Manager Ryan McReynolds gave details on the origin of this requirement implemented by TDEC [Tennessee Department of Energy and Conservation] in the mid-1990's.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, December 1, 2014**

5. REVIEW OF AGENDA ITEMS ON THE DECEMBER 2, 2014 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 Consideration of an Ordinance to Amend the Code of Ordinances, Sections 114-106 and 114-305 Pertaining to Preliminary Plan Submission Procedure and Adding a New Section Pertaining to Vested Rights (AF: 303-2014). City Planner Ken Weems gave a presentation on this item, stating this mirrors 2014 legislation of the Tennessee General Assembly regarding preliminary zoning development plan approval. He further explained it replaces the current 24 month standard with the new law that will be effective January 1, 2015 and incorporates these changes into the city code. Mr. Weems also noted local builders are in support of the change and think it's a positive move.

VI.C.4 Consideration of an Ordinance Implementing a Community Notification System for Sexual Offenders and Establishing a Fee to be Paid by the Offender (AF: 285-2014). *See the public comment section.*

VI.D.1 Consideration of Approval for Additional Leave Time at Christmas for City Employees (AF: 270-2014). City Manager Fleming commented the BMA has traditionally given city employees an extra day at Christmas time. He stated the employees are very appreciative.

VI.D.3 Consideration of a Resolution Delegating to KEDB the Authority to Undertake All or Any Portion of Any Economic Development Project Pertaining to the Border Region Retail Tourism Development District Act (AF: 316-2014). City Manager Fleming gave details on this item, explaining the availability of state sales tax percentages for providing incentives in the Border Region. He pointed out this applies to the entire district and not just to Stuart Taylor, and it does not affect the local sales tax and property tax. City Attorney Billingsley further noted the city has no financial obligation at all. Mayor Phillips commented that Stuart Taylor is aware of this and understands.

BOARD COMMENT. None.

PUBLIC COMMENT. Ms. Barbara Brown voiced concerns on item VI.C.4. City Attorney Billingsley provided details on the additional fees paid by the offender. Police Chief Quillin presented the options of notification by the police department.

8. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 6:50 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, December 2, 2014, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Alderman Colette George
Alderman Andy Hall
Vice-Mayor Mike McIntire

Alderman Tom C. Parham
Alderman Tom Segelhorst

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 Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Alderman Andy Hall.
- II.B. **INVOCATION:** Vice-Mayor Mike McIntire.
- III. **ROLL CALL:** By City Recorder Demming. Absent: Alderman John Clark.
- IV. **RECOGNITIONS AND PRESENTATIONS.**
 1. Reserve Police Officer Recognition – Chief Quillin thanked Mr. Lynn Fulkerson, who is also an Eastman employee, for seven years and over 3,000 of service to the community as he steps down from the reserve program.
 2. Citizens Police Academy Graduation – Chief Quillin recognized the members of the 35th graduating class from this 20 year program.
- V. **APPROVAL OF MINUTES.**

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

- A. November 17, 2014 Regular Work Session
- B. November 18, 2014 Regular Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

AA. PUBLIC HEARINGS. None.

A. PUBLIC COMMENT. Mayor Phillips 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, December 2, 2014**

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Consideration of an Ordinance to Amend the Code of Ordinances, Sections 114-106 and 114-305 Pertaining to Preliminary Plan Submission Procedure and Adding a New Section Pertaining to Vested Rights (AF: 303-2014) (Ken Weems).

Motion/Second: McIntire/George, to pass:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 114-106, PERTAINING TO PRELIMINARY PLAN SUBMISSION PROCEDURE; ADDING A NEW SECTION PERTAINING TO VESTED RIGHTS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Consideration of an Ordinance to Amend the FY15 Operating Budgets and Various Projects (AF: 301-2014) (Jeff Fleming).

Motion/Second: Parham/McIntire, to pass:

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 first reading: All present voting "aye."

3. Consideration of an Ordinance to Amend the FY15 General Purpose School Fund Budget (AF: 320-2014) (Carrie Upshaw and Dr. Lyle Ailshie). City Manager Fleming stated this item was added since the work session yesterday. He further stated the purpose is to provide a one-time bonus of \$150 for 1,135 Kingsport City School employees for a total amount of \$258,530. City Attorney Billingsley read the entire ordinance since it was not pre-filed with the city recorder. Alderman George questioned the different appropriation of funds from the previous bonus request received from the schools last time, pointing out \$72,000 came from school funds before and now the city is being asked to fund 100%. Dr. Ailshie stated he would have to check into that further. Ms. Carrie Upshaw gave details on the types of employees and how they are paid out of different accounts. Mayor Phillips agreed with Alderman George, noting the \$72,000 has disappeared from the school budget in the last two weeks. Alderman George made a motion to amend the total amount by reducing it \$72,000 that can be adjusted by clarification at the next meeting. The motion to amend failed as there was no second. Other board members stated they would amend the ordinance at the next meeting if necessary for clarification. Ms. George also pointed out this bonus for school employees is \$150 where it is only \$100 for other city employees.

Motion/Second: Parham/McIntire, to pass:

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 2, 2014**

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Consideration of an Ordinance to Amend the Code of Ordinances, Chapter 114, Article VI, Parking and Loading, Adding a Bicycle Parking Requirement (AF: 304-2014) (Ken Weems).

Motion/Second: Segelhorst/McIntire, to pass:

ORDINANCE NO. 6451, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, SECTION 114-1 BY ADDING A DEFINITION OF SHORT TERM BICYCLE PARKING FACILITY; ADDING A NEW SECTION PERTAINING TO BICYCLE PARKING REQUIREMENT FOR BUSINESS AND RELATED USES; ADDING A NEW SECTION PERTAINING TO PARCELS REQUIRING BICYCLE PARKING; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

2. Consideration of an Ordinance to Condemn for Easements and Right-of-Ways for Phase II of the West Sullivan Street Road Widening Project (AF: 296-2014) (Mike Billingsley).

Motion/Second: McIntire/Segelhorst, to pass:

ORDINANCE NO. 6452, AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECT; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

3. Consideration of an Ordinance to Condemn for Easements and Right-of-Ways for the Reedy Creek Trunk Line Improvements Project (AF: 297-2014) (Mike Billingsley).

Motion/Second: McIntire/Hall, to pass:

ORDINANCE NO. 6453, AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECT; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 2, 2014**

4. Consideration of an Ordinance Implementing a Community Notification System for Sexual Offenders and Establishing a Fee to be Paid by the Offender (AF: 285-2014) (Chief Quillin).

Motion/Second: Segelhorst/Parham, to pass:

ORDINANCE NO. 6454, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSFORT BY ADDING A SECTION IMPLEMENTING A COMMUNITY NOTIFICATION SYSTEM FOR SEXUAL OFFENDERS AS AUTHORIZED BY TENNESSEE CODE ANNOTATED SECTION 40-39-217; ESTABLISHING A FEE PAID BY THE OFFENDER; AND FIXING THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

5. Consideration of an Ordinance to Establish Funds and Budgets for Department of Education Active Employees Health Insurance and Department of Education Retiree Health Insurance (AF: 309-2014) (David Frye).

Motion/Second: Segelhorst/McIntire, to pass:

ORDINANCE NO. 6455, AN ORDINANCE TO ESTABLISH NEW FUNDS AND BUDGETS FOR KINGSFORT CITY SCHOOLS ACTIVE EMPLOYEES HEALTH INSURANCE AND RETIREE HEALTH INSURANCE; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

D. OTHER BUSINESS.

1. Consideration of Approval for Additional Leave Time at Christmas for City Employees (AF: 270-2014) (Jeff Fleming).

Motion/Second: Parham/McIntire, to approve:

APPROVE PROPOSED ADDITIONAL CITY LEAVE TIME AT CHRISTMAS FOR EMPLOYEES

Passed: All present voting "aye."

2. Consideration of a Resolution Authorizing the Issuance of a Purchase Order to Insight Public Sector for the Purchase of Laptops for Sixth Grade Students in the Kingsport City School System (AF: 302-2014) (Dr. Ailshie).

Motion/Second: Parham/McIntire, to pass:

Resolution No. 2015-095, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR 630 DELL LATITUDE 3340 LAPTOP COMPUTERS TO INSIGHT PUBLIC SECTOR FOR SIXTH GRADE STUDENTS IN THE KINGSFORT CITY SCHOOLS

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 2, 2014**

3. Consideration of a Resolution Delegating to KEDB the Authority to Undertake All or Any Portion of Any Economic Development Project Pertaining to the Border Region Retail Tourism Development District Act (AF: 316-2014) (Jeff Fleming).

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2015-096, A RESOLUTION OF THE CITY OF KINGSPORT, TENNESSEE TO DELEGATE TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE THE AUTHORITY TO UNDERTAKE ALL OR ANY PORTION OF ANY ECONOMIC DEVELOPMENT PROJECT PURSUANT TO THE BORDER REGION RETAIL TOURISM DEVELOPMENT DISTRICT ACT, T.C.A. § 7-40-101 ET SEQ. (THE "ACT") AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

Passed: All present voting "aye."

4. Consideration of a Resolution Authorizing a Change Order to the Contract with Denark Construction, Inc. for the Brickyard Park Ball Fields and Authorizing the Mayor to Execute All Documents Necessary for the Change Order (AF: 313-2014) (Chris McCartt).

Motion/Second: George/Hall, to pass:

Resolution No. 2015-097, A RESOLUTION APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH DENARK CONSTRUCTION, INC. FOR THE BRICKYARD PARK BALL FIELDS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS.

1. Consideration of Appointments/Reappointment to the Public Art Committee (AF: 311-2014) (Mayor Phillips).

Motion/Second: McIntire/George, to approve:

APPOINTMENT OF MS. BETSY BOYD AND MS. JULIE WITHERSPOON GUNN AND REAPPOINTMENT OF MS. JANELLE SWAFFORD TO SERVE ON THE **PUBLIC ART COMMITTEE**. BOTH APPOINTMENTS AND THE REAPPOINTMENT ARE EFFECTIVE IMMEDIATELY AND WILL EXPIRE DECEMBER 31, 2017.

Passed: All present voting "aye."

VII. CONSENT AGENDA.

1. Consideration of Adoption of the 2015 Joint Tri-Cities Legislative Agenda (AF: 315-2014) (Tim Whaley).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 2, 2014**

Motion/Second: McIntire/Parham, to adopt:

CONSIDERATION OF ADOPTION OF THE 2015 JOINT TRI-CITIES LEGISLATIVE
AGENDA

Passed on first reading in a roll call vote: George, Hall, McIntire, Parham, Segelhorst
and Phillips voting "aye."

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. Fleming pointed out this is the critical retail shopping season and Kingsport is currently \$101,000 over budget year-to-date. He encouraged everyone to shop local. Mr. Fleming stated Downtown shopping Saturday was a big success and invited everyone to Downtown open house this Thursday. He acknowledged the Christmas tree lighting and loft tours are coming up this weekend as well. Mr. Fleming commented on the recent Governor's Economic Development Conference in Nashville, noting Kingsport was used as a role model in every example given.
- B. MAYOR AND BOARD MEMBERS.** Alderman Hall stated he was impressed with the diversity of individuals in the Citizen's Police Academy class. He also commented on Dr. Ailshie's presentation at the work session yesterday regarding the implementation of laptops into the middle schools. Alderman George commented favorably on the Citizen's Police Academy and gave details on the tree lighting event. She also thanked the citizens who come to the work sessions to listen to the discussions and commended those who seek out aldermen and ask questions for clarification on issues. Alderman Segelhorst congratulated a Dobyns Bennett student for being in the running for a presidential scholar. He also thanked those who came out for the Christmas parade and the Santa train. Mr. Segelhorst echoed sentiments on small business Saturday and the Citizen's Police Academy. Alderman Parham stated it was a pleasure to attend the Citizen's Police Academy and gave details as a participant. He also commented on other positive achievements in the city. Mayor Phillips commented on IntelliHART, which is a new business coming to downtown Kingsport with new jobs. He encouraged everyone to take the downtown loft tour to see all that is available downtown as compared to what there used to be. The mayor noted NETWORKS will hopefully be announcing another new business in the next three weeks. He noted the symphony is having their Christmas show this Saturday at the Toy F. Reid center and encouraged everyone to attend.
- C. VISITORS.** Ms. Barbara Brown commented favorably on Bob and Joyce Grills' business and success downtown.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 2, 2014**

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:32 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Amend the Code of Ordinances, Sections 114-106 and 114-305 Pertaining to Preliminary Plan Submission Procedure and Adding a New Section Pertaining to Vested Rights

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

Action Form No.: AF-303-2014
 Work Session: December 1, 2014
 First Reading: December 2, 2014

Final Adoption: **December 16, 2014**
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

Conduct a public hearing and approve ordinance amending the zoning ordinance to add preliminary plan vesting requirements in accordance with T.C.A. sections 13-3-413 and 13-4-310.

Executive Summary:

This zoning text amendment (ZTA) eliminates the current expiration of preliminary site plans after 24 months and replaces the expiration of such plans with their vested rights time frame. During their 2014 session, the Tennessee General Assembly created the new vesting rights for developers which will allow them to vest preliminary plan approvals to the local standards in place at the time of preliminary approval. Instead of the current 24 month approval time frame, preliminary plans will now be vested for up to 10 years for single phase developments and 15 years for multi-phase developments. This ZTA will update the City's zoning code to reflect the change in state law. During their November 2014 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to approve this ZTA to the Board of Mayor and Aldermen. The Notice of Public Hearing will be published on December 1, 2014 for this item, as the required public hearing will occur on 2nd reading. The reason the public hearing will be conducted during 2nd reading is due to the lack of the required 15 days newspaper publish time between Planning Commission approval and the 1st BMA meeting in December.

Attachments:

1. Public Hearing Notice
2. Zoning Text Amendment in Ordinance Format
3. Staff Report
4. Public Chapter 686

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday December 16, 2014 to consider amending the Code of Ordinances to incorporate vesting requirements for preliminary zoning development plans. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

All interested persons are invited to attend this meeting and public hearing. A detailed description of the zoning text amendment is on file in the offices of the City Manager, City Library, and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 12/1/14



AGENDA ACTION FORM

Consideration of Ordinance to Amend the Code of Ordinances, Sections 114-106 and 114-305 Pertaining to Preliminary Plan Submission Procedure and Adding a New Section Pertaining to Vested Rights

To: Board of Mayor and Aldermen
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Recommendation:

Approve ordinance amending the zoning ordinance to add preliminary plan vesting requirements in accordance with T.C.A. sections 13-3-413 and 13-4-310.

Executive Summary:

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2. Staff Report
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Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES,
CITY OF KINGSPORT, TENNESSEE, SECTION 114-106 BY
ADDING PERTAINING TO PRELIMINARY PLAN SUBMISSION
PROCEDURE; ADDING A NEW SECTION PERTAINING TO
VESTED RIGHTS; AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That Section 114-106 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended as follows:

Sec. 114-106. Preliminary Plan Submission Procedure.

(a) When a preliminary development plan is required, no review by the planning commission or public hearing shall be given on any zoning map amendment request until the required plan has been submitted to the commission. If the preliminary development plan is disapproved by the commission or if the commission fails to approve or disapprove the plan and the zoning map amendment is subsequently approved by the appropriate legislative body, the commission shall take action on the development plan for the property, which shall be the final development plan.

(b) Vesting rights shall be in accordance with T.C.A. section 13-3-413 or 13-4-310, whichever is applicable, and as amended from time to time.

SECTION II That section 114-305 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 114-305. – Vested Rights.

Vesting rights shall be in accordance with T.C.A. section 13-3-413 or 13-4-310, whichever is applicable, and as amended from time to time.

SECTION III. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

DENNIS R. PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

Vesting Zoning Text Amendment

Property Information	City-wide		
Address			
Tax Map, Group, Parcel			
Civil District			
Overlay District			
Land Use Designation			
Acres			
Existing Use		Existing Zoning	
Proposed Use		Proposed Zoning	
Owner /Applicant Information			
Name: Kingsport Regional Planning Commission Address: City: State: Zip Code: Email: Phone Number:		Intent: To amend Kingsport Code of Ordinances to include vesting rights for preliminary zoning development plans.	
Planning Department Recommendation			
(Approve, Deny, or Defer) The Kingsport Planning Division recommends APPROVAL			
Planner:	Ken Weems	Date:	11/4/14
Planning Commission Action		Meeting Date:	11/20/14
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

INTENT

To amend Kingsport Code of Ordinances to include vesting rights for preliminary zoning development plans.

Introduction:

During their 2014 session, the Tennessee General Assembly passed vesting legislation that locks a developer in to the locally adopted development standards which are in effect on the date of a preliminary approval. Additionally, as provided for in T.C.A. Section 13-4-310, text is proposed for the Kingsport Code of Ordinances that describes occurrences that cause a property to lose vesting rights.

Vesting rights, as provided for in the new vesting law are vested upon preliminary development plan approval for up to ten years for single phase projects and up to fifteen years for multi-phase projects.

Presentation:

The following recommendation first shows the current timeline requirement for the expiration of preliminary zoning development plan approval: This text is recommended to be removed:

Sec. 114-106. Procedures.

~~(a)(2) Approval of the preliminary plan shall be for a period of 24 months, during which time a final development plan shall be filed~~

The following text, in accordance with the new state law as it pertains to vesting rights, is recommended for addition to the Kingsport Code of Ordinances, subsequently replacing the current section (a)(2) as shown above:

(b) Vesting rights shall be in accordance with T.C.A. section 13-3-413 or 13-4-310, whichever is applicable, and as amended from time to time.

The existing Sec. 114-106 is recommended for removal from the zoning code, as it would conflict with the changes above:

~~Sec. 114-106. Procedures.~~

~~(b) Final development plan. Procedures for submission of the final development plan shall be as follows:~~

~~——— (1) Final development plans shall be submitted within 24 months of the approval of the zoning map amendment by the appropriate legislative body. The commission shall take action on the final development plan for the subject property with such conditions as are found necessary to comply with this chapter, if any, within 90 days after the applicant has submitted the required plan. If the required plans have not been submitted in accordance with requirements or if construction has not been completed, the planning commission may institute~~

~~action for rezoning of the property to its previous classification or other appropriate classification.~~

~~_____ (2) Approval of the final plan shall be for a period of 24 months, after which time the commission may require submission of a new final zoning development plan~~

The other section of the code that addresses the preliminary zoning development plan is contained in Division 6, Planned Development District. The same vesting legislation is applied here as seen below:

DIVISION 6. – PLANNED DEVELOPMENT DISTRICT

Sec. 114-305. - Procedure for development plans.

Portion recommended for removal from the Code of Ordinances:

~~Sec. 114-305. - Procedure for development plans.~~

~~(a) Preliminary development plan. Approval of the preliminary plan of a planned development shall be for a period of 24 months, during which time a final development plan shall be filed. If the development plan and zoning map amendment are disapproved by the commission and the zoning map amendment is subsequently approved by the board of mayor and aldermen, the commission shall take timely action to consider a preliminary development plan for the subject property.~~

~~(b) Final development plan. The final development plan required in this division shall be submitted to the planning commission within 24 months of the approval of the zoning map amendment by the board of mayor and aldermen, and the commission shall approve a final development plan for the subject property with such conditions as are found necessary. If construction plans have not been submitted in accordance with requirements of this division, the planning commission may institute action for rezoning the property to its previous classification or any other appropriate classification.~~

The replacement language for the above is provided below:

Sec. 114-305. – Vested Rights

Vesting rights shall be in accordance with T.C.A. section 13-3-413 or 13-4-310, whichever is applicable, and as amended from time to time.



State of Tennessee
PUBLIC CHAPTER NO. 686

SENATE BILL NO. 915

By Niceley, Green, Bowling, Campfield, Massey

Substituted for: House Bill No. 964

By Todd, Durham, Littleton, Evans, Rich, Casada, Curtis Johnson, Dennis, Faison, Matthew Hill,
Pitts, Shepard, Hardaway, Timothy Hill, Rogers

AN ACT to amend Tennessee Code Annotated, Section 13-4-310 and Section 13-3-413, relative to
development standards.

WHEREAS, the Tennessee General Assembly finds and declares that it is necessary and desirable, as a matter of public policy, to provide for the establishment of certain vested property rights in order to ensure reasonable certainty, stability, and fairness in the land development process, secure the reasonable expectations of landowners, and foster cooperation between the public and private sectors in the area of land-use planning and development; and

WHEREAS, the ability of a landowner to obtain a vested right at the time of approval of a development plan will preserve the prerogatives and authority of local elected officials with respect to land-use matters; and

WHEREAS, these provisions will strike an appropriate balance between private expectations and the public interest, while protecting the public health, safety, and welfare; and

WHEREAS, the Tennessee General Assembly hereby enacts the following sections which shall be known as the "Vested Property Rights Act of 2014"; now, therefore,

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 13-3-413, is amended by designating the existing language as subsection (a) and by adding the following language as new subsections:

(b) A vested property right shall be established with respect to any property upon the approval, by the local government in which the property is situated, of a preliminary development plan or a final development plan where no preliminary development plan is required by ordinance or regulation or a building permit allowing construction of a building where there was no need for prior approval of a preliminary development plan for the property on which that building will be constructed. During the vesting period described in subsections (c) and (d), the locally adopted development standards which are in effect on the date of approval of a preliminary development plan or the date of approval of a building permit, as described by this subsection (b), shall remain the development standards applicable to that property or building during the vesting period.

(c) Unless an extension is granted by the local government, the vesting period applicable to an approved construction project for which a building permit has been issued shall begin on the date of issuance of the building permit by the local government and shall remain in effect for the time period authorized by the approved building permit, including any approved renewal obtained by the applicant prior to the expiration or termination of the permit to be renewed; provided, the applicant pursues with reasonable diligence site preparation, if applicable, and construction.

(d)(1) The vesting period applicable to a development plan shall be a period of three (3) years, beginning on the date of the local government's approval of the preliminary development plan; provided the applicant obtains local government approval of a final development plan, secures any necessary permits and commences site preparation within the vesting period. If the applicant obtains local government approval of a final development plan, secures any necessary permits, and commences site preparation within the vesting period, then the vesting period shall be extended an additional two (2) years to commence construction from the date of the expiration of the three-year

period. During the two-year period, the applicant shall commence construction and maintain any necessary permits to remain vested.

(2) If construction commences during the vesting period, the development standards applicable during the vesting period shall remain in effect until the local government has certified final completion of the development or project; provided, the total vesting period for the project shall not exceed ten (10) years from the date of the approval of the preliminary development plan unless the local government grants an extension pursuant to an ordinance or resolution; provided further, that the applicant maintains any necessary permits during the ten-year period.

(3) In the case of developments which proceed in two (2) or more sections or phases as described in the development plan, there shall be a separate vesting period applicable to each section or phase. The development standards which are in effect on the date of approval of the preliminary development plan for the first section or phase of the development shall remain the development standards applicable to all subsequent sections or phases of the development; provided, the total vesting period for all phases shall not exceed fifteen (15) years from the date of the approval of the preliminary development plan for the first section or phase unless the local government grants an extension pursuant to an ordinance or resolution; provided further, that the applicant maintains any necessary permits during the fifteen-year period.

(e) A local government may, by ordinance or resolution, specifically identify the type or types of development plans within the local government's jurisdiction that will cause property rights to vest; provided, that regardless of nomenclature used in the ordinance or resolution to describe a development plan, a plan which contains any of the information described in subdivision (k)(5) or (k)(6) shall be considered a development plan that will cause property rights to vest according to this section. Any such ordinance or resolution shall also specify what constitutes approval of a development plan within its jurisdiction. If a local government has not adopted an ordinance or resolution pursuant to this section specifying what constitutes a development plan that would trigger a vested property right, then rights shall vest upon the approval of any plan, plat, drawing, or sketch, however denominated, that is substantially similar to any plan, plat, drawing, or sketch described in subdivision (k)(5) or (k)(6).

(f)(1) During the vesting period described in subsections (c) and (d), the locally adopted development standards which are in effect on the date of approval of a preliminary development plan or the issuance of a building permit, whichever applies, shall remain the development standards applicable to the property described in such preliminary development plan or permit, except such rights shall terminate upon a written determination by the local government under the following circumstances pursuant to subdivision (f)(2):

(A) When the applicant violates the terms and conditions specified in the approved development plan or building permit; provided, the applicant is given ninety (90) days from the date of notification to cure the violation; provided further, that the local government may, upon a determination that such is in the best interest of the community, grant, in writing, an additional time period to cure the violation;

(B) When the applicant violates any of the terms and conditions specified in the local ordinance or resolution; provided, the applicant is given ninety (90) days from the date of notification to cure the violation; provided further, that the local government may, upon a determination that such is in the best interest of the community, grant, in writing, an additional time period to cure the violation;

(C) Upon a finding by the local government that the applicant intentionally supplied inaccurate information or knowingly made misrepresentations material to the issuance of a building permit or the approval of a development plan or intentionally and knowingly did not construct the development in accordance with the issued building permit or the approved development plan or an approved amendment for the building permit or the development plan; or

(D) Upon the enactment or promulgation of a state or federal law, regulation, rule, policy, corrective action or other governance, regardless of nomenclature, that is required to be enforced by the local government and that

precludes development as contemplated in the approved development plan or building permit, unless modifications to the development plan or building permit can be made by the applicant, within ninety (90) days of notification of the new requirement, which will allow the applicant to comply with the new requirement.

(2) A written determination by the local government of the occurrence of any of the circumstances provided in subdivision (f)(1) shall cause the vested property rights to terminate; provided, however, a local government may allow a property right to remain vested despite such a determined occurrence when a written determination is made that such continuation is in the best interest of the community.

(g)(1) A vested development standard shall not preclude local government enforcement of any development standard when:

(A) The local government obtains the written consent of the applicant or owner;

(B) The local government determines, in writing, that a compelling, countervailing interest exists relating specifically to the development plan or property which is the subject of the building permit that seriously threatens the public health, safety or welfare of the community and the threat cannot be mitigated within a reasonable period of time, as specified in writing by the local government, by the applicant using vested property rights;

(C) Upon the written determination by the local government of the existence of a natural or man-made hazard on or in the immediate vicinity of the subject property, not identified in the development plan or building permit, and which hazard, if uncorrected, would pose a serious threat to the public health, safety, or welfare and the threat cannot be mitigated within a reasonable period of time, as specified in writing by the local government, by the applicant using vested property rights;

(D) A development standard is required by federal or state law, rule, regulation, policy, corrective action, order or other type of governance that is required to be enforced by local governments, regardless of nomenclature; or

(E) A local government is undertaking an action initiated or measure instituted in order to comply with a newly enacted federal or state law, rule, regulation, policy, corrective action, permit, order or other type of governance, regardless of nomenclature.

(2) A vested property right does not preclude, change, amend, alter or impair the authority of a local government to exercise its eminent domain powers as provided by law.

(3) This section shall not preclude, change, amend, alter or impair the authority of a local government to exercise its zoning authority, except a vested property right, once established as provided for in this section, precludes the effect of any zoning action by a local government which would change, alter, impair, prevent, diminish, or otherwise delay the development of the property, while vested, as described in an approved development plan or building permit.

(4) In the event the local government enacts a moratorium on development or construction, the vesting period authorized pursuant to this section shall be tolled during the moratorium period.

(h)(1) An amendment to an approved development plan by the developer must be approved by the local government to retain the protections of the vested property right. An amendment may be denied based upon a written finding by the local government that the amendment:

(A) Alters the proposed use;

(B) Increases the overall area of the development;

(C) Alters the size of any nonresidential structures included in the development plan;

(D) Increases the density of the development so as to affect traffic, noise or other environmental impacts; or

(E) Increases any local government expenditure necessary to implement or sustain the proposed use.

(2) If an amendment is denied by the local government based upon such a written finding, then the applicant may either proceed under the prior approved plan with the associated vested property right or, alternatively, allow the vested property right to terminate and submit a new application under this section. Notwithstanding this subsection (h), a vested property right shall not terminate if the local government determines, in writing, that it is in the best interest of the community to allow the development to proceed under the amended plan without terminating the vested property right.

(i) A local government shall not require an applicant to waive the applicant's vested rights as a condition of approval or as a consideration of approval of a development plan or the issuance of a building permit.

(j) A vested property right shall attach to and run with the applicable property and shall confer upon the applicant the right to undertake and complete the development and use such property under the terms and conditions of a development plan, including any amendments thereto or under the terms and conditions of any building permit that has been issued with respect to the property.

(k) As used in this section:

(1) "Applicant" means a landowner or developer who is responsible for filing with the local government an application for a building permit, a development plan or application for a permit requisite to a development plan, or the representatives, assigns, successors, transferees, heirs or agents of such landowner or developer;

(2) "Construction" means the erection of construction materials in a permanent position and fastened in a permanent manner. Where excavation, demolition or removal of an existing building has been substantially begun prior to rebuilding, such excavation, demolition or removal shall be deemed to be construction; provided, that work shall be carried on diligently and complies with all applicable requirements;

(3) "Development plan" means both a preliminary development plan and a final development plan;

(4) "Development standards":

(A) Means all locally adopted or enforced standards, regulations or guidelines applicable to the development of property, including, but not limited to, planning; local storm water requirements, layout, design; local construction standards for buildings, streets, alleys, curbs, sidewalks; zoning as provided for in subsection (g); lot size; lot configuration; yard dimensions; and off-site improvements, including public or private infrastructure, in which an applicant may acquire vested rights or vested property rights according to this section; and

(B) Does not include standards required by federal or state law; or building construction safety standards which are adopted pursuant to authority granted under § 68-120-101;

(5)(A) "Final development plan" means a plan which has been submitted by an applicant and approved by a local government describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of property. Such plan may be in the form of, but not be limited to, any of the following plans or approvals:

(i) A planned unit development plan;

(ii) A subdivision plat;

(iii) General development plan;

(iv) Subdivision infrastructure construction plan;

(v) Final engineered site plan; or

(vi) Any other land-use approval designation as may be utilized by a local government.

(B) Unless otherwise expressly provided by the local government, such a plan shall include the boundaries of the site; significant topographical and other natural features affecting development of the site; the location on the site of the proposed buildings, structures, and other improvements; the dimensions, including height, of the proposed buildings and other structures or a building envelope; and the location of all existing and proposed infrastructure on the site, including water, sewer, roads, and pedestrian walkways. A variance shall not constitute a final development plan, and approval of a final development plan with the condition that a variance be obtained shall not confer a vested property right unless and until the necessary variance is obtained. Neither a sketch plan nor any other document which fails to describe with reasonable certainty the type of use, the intensity of use, and the ability to be served with essential utilities and road infrastructure for a specified parcel or parcels of property may constitute a final development plan;

(6) "Preliminary development plan" means a plan which has been submitted by an applicant and that depicts a single-phased or multi-phased planned development typically used to facilitate initial public feedback and secure preliminary approvals from local governments. Examples of information found on development plans include proposed land uses, density and intensity of development, public utilities, road networks, general location of off-street parking, building location, number of buildable lots, emergency access, open space, and other environmentally sensitive areas such as lakes, streams, hillsides, and view sheds. An approved preliminary development plan serves as a guide for all future improvements within defined boundaries; and

(7) "Site preparation" means excavating, grading, demolition, removing excess debris to allow for proper grading, or providing a surface for a proper foundation, drainage, and settling for a development project, and physical improvements including, but not limited to, water and sanitary sewer lines, footings, or foundations installed on the site for which construction permits are required.

SECTION 2. Tennessee Code Annotated, Section 13-4-310, is amended by designating the existing language as subsection (a) and by adding the following language as new subsections:

(b) A vested property right shall be established with respect to any property upon the approval, by the local government in which the property is situated, of a preliminary development plan or a final development plan where no preliminary development plan is required by ordinance or regulation or a building permit allowing construction of a building where there was no need for prior approval of a preliminary development plan for the property on which that building will be constructed. During the vesting period described in subsections (c) and (d), the locally adopted development standards which are in effect on the date of approval of a preliminary development plan or the date of approval of a building permit, as described by this subsection (b), shall remain the development standards applicable to that property or building during the vesting period.

(c) Unless an extension is granted by the local government, the vesting period applicable to an approved construction project for which a building permit has been issued shall begin on the date of issuance of the building permit by the local government and shall remain in effect for the time period authorized by the approved building permit, including any approved renewal obtained by the applicant prior to the expiration or termination of the permit to be renewed; provided, the applicant pursues with reasonable diligence site preparation, if applicable, and construction.

(d)(1) The vesting period applicable to a development plan shall be a period of three (3) years, beginning on the date of the local government's approval of the preliminary development plan; provided the applicant obtains local government approval of a final development plan, secures any necessary permits and commences site preparation within the vesting period. If the applicant obtains local government approval of a final development plan, secures any necessary permits, and commences site preparation within the vesting period, then the vesting period shall be extended an additional two (2) years to commence construction from the date of the expiration of the three-year

period. During the two-year period, the applicant shall commence construction and maintain any necessary permits to remain vested.

(2) If construction commences during the vesting period, the development standards applicable during the vesting period shall remain in effect until the local government has certified final completion of the development or project; provided, the total vesting period for the project shall not exceed ten (10) years from the date of the approval of the preliminary development plan unless the local government grants an extension pursuant to an ordinance or resolution; provided further, that the applicant maintains any necessary permits during the ten-year period.

(3) In the case of developments which proceed in two (2) or more sections or phases as described in the development plan, there shall be a separate vesting period applicable to each section or phase. The development standards which are in effect on the date of approval of the preliminary development plan for the first section or phase of the development shall remain the development standards applicable to all subsequent sections or phases of the development; provided, the total vesting period for all phases shall not exceed fifteen (15) years from the date of the approval of the preliminary development plan for the first section or phase unless the local government grants an extension pursuant to an ordinance or resolution; provided further, that the applicant maintains any necessary permits during the fifteen-year period.

(e) A local government may, by ordinance or resolution, specifically identify the type or types of development plans within the local government's jurisdiction that will cause property rights to vest; provided, that regardless of nomenclature used in the ordinance or resolution to describe a development plan, a plan which contains any of the information described in subdivision (k)(5) or (k)(6) shall be considered a development plan that will cause property rights to vest according to this section. Any such ordinance or resolution shall also specify what constitutes approval of a development plan within its jurisdiction. If a local government has not adopted an ordinance or resolution pursuant to this section specifying what constitutes a development plan that would trigger a vested property right, then rights shall vest upon the approval of any plan, plat, drawing, or sketch, however denominated, that is substantially similar to any plan, plat, drawing, or sketch described in subdivision (k)(5) or (k)(6).

(f)(1) During the vesting period described in subsections (c) and (d), the locally adopted development standards which are in effect on the date of approval of a preliminary development plan or the issuance of a building permit, whichever applies, shall remain the development standards applicable to the property described in such preliminary development plan or permit, except such rights shall terminate upon a written determination by the local government under the following circumstances pursuant to subdivision (f)(2):

(A) When the applicant violates the terms and conditions specified in the approved development plan or building permit; provided, the applicant is given ninety (90) days from the date of notification to cure the violation; provided further, that the local government may, upon a determination that such is in the best interest of the community, grant, in writing, an additional time period to cure the violation;

(B) When the applicant violates any of the terms and conditions specified in the local ordinance or resolution; provided, the applicant is given ninety (90) days from the date of notification to cure the violation; provided further, that the local government may, upon a determination that such is in the best interest of the community, grant, in writing, an additional time period to cure the violation;

(C) Upon a finding by the local government that the applicant intentionally supplied inaccurate information or knowingly made misrepresentations material to the issuance of a building permit or the approval of a development plan or intentionally and knowingly did not construct the development in accordance with the issued building permit or the approved development plan or an approved amendment for the building permit or the development plan; or

(D) Upon the enactment or promulgation of a state or federal law, regulation, rule, policy, corrective action or other governance, regardless of nomenclature, that is required to be enforced by the local government and that

precludes development as contemplated in the approved development plan or building permit, unless modifications to the development plan or building permit can be made by the applicant, within ninety (90) days of notification of the new requirement, which will allow the applicant to comply with the new requirement.

(2) A written determination by the local government of the occurrence of any of the circumstances provided in subdivision (f)(1) shall cause the vested property rights to terminate; provided, however, a local government may allow a property right to remain vested despite such a determined occurrence when a written determination is made that such continuation is in the best interest of the community.

(g)(1) A vested development standard shall not preclude local government enforcement of any development standard when:

(A) The local government obtains the written consent of the applicant or owner;

(B) The local government determines, in writing, that a compelling, countervailing interest exists relating specifically to the development plan or property which is the subject of the building permit that seriously threatens the public health, safety or welfare of the community and the threat cannot be mitigated within a reasonable period of time, as specified in writing by the local government, by the applicant using vested property rights;

(C) Upon the written determination by the local government of the existence of a natural or man-made hazard on or in the immediate vicinity of the subject property, not identified in the development plan or building permit, and which hazard, if uncorrected, would pose a serious threat to the public health, safety, or welfare and the threat cannot be mitigated within a reasonable period of time, as specified in writing by the local government, by the applicant using vested property rights;

(D) A development standard is required by federal or state law, rule, regulation, policy, corrective action, order or other type of governance that is required to be enforced by local governments, regardless of nomenclature; or

(E) A local government is undertaking an action initiated or measure instituted in order to comply with a newly enacted federal or state law, rule, regulation, policy, corrective action, permit, order or other type of governance, regardless of nomenclature.

(2) A vested property right does not preclude, change, amend, alter or impair the authority of a local government to exercise its eminent domain powers as provided by law.

(3) This section shall not preclude, change, amend, alter or impair the authority of a local government to exercise its zoning authority, except a vested property right, once established as provided for in this section, precludes the effect of any zoning action by a local government which would change, alter, impair, prevent, diminish, or otherwise delay the development of the property, while vested, as described in an approved development plan or building permit.

(4) In the event the local government enacts a moratorium on development or construction, the vesting period authorized pursuant to this section shall be tolled during the moratorium period.

(h)(1) An amendment to an approved development plan by the developer must be approved by the local government to retain the protections of the vested property right. An amendment may be denied based upon a written finding by the local government that the amendment:

(A) Alters the proposed use;

(B) Increases the overall area of the development;

(C) Alters the size of any nonresidential structures included in the development plan;

(D) Increases the density of the development so as to affect traffic, noise or other environmental impacts; or

(E) Increases any local government expenditure necessary to implement or sustain the proposed use.

(2) If an amendment is denied by the local government based upon such a written finding, then the applicant may either proceed under the prior approved plan with the associated vested property right or, alternatively, allow the vested property right to terminate and submit a new application under this section. Notwithstanding this subsection (h), a vested property right shall not terminate if the local government determines, in writing, that it is in the best interest of the community to allow the development to proceed under the amended plan without terminating the vested property right.

(i) A local government shall not require an applicant to waive the applicant's vested rights as a condition of approval or as a consideration of approval of a development plan or the issuance of a building permit.

(j) A vested property right shall attach to and run with the applicable property and shall confer upon the applicant the right to undertake and complete the development and use such property under the terms and conditions of a development plan, including any amendments thereto or under the terms and conditions of any building permit that has been issued with respect to the property.

(k) As used in this section:

(1) "Applicant" means a landowner or developer who is responsible for filing with the local government an application for a building permit, a development plan or application for a permit requisite to a development plan, or the representatives, assigns, successors, transferees, heirs or agents of such landowner or developer;

(2) "Construction" means the erection of construction materials in a permanent position and fastened in a permanent manner. Where excavation, demolition or removal of an existing building has been substantially begun prior to rebuilding, such excavation, demolition or removal shall be deemed to be construction; provided, that work shall be carried on diligently and complies with all applicable requirements;

(3) "Development plan" means both a preliminary development plan and a final development plan;

(4) "Development standards":

(A) Means all locally adopted or enforced standards, regulations or guidelines applicable to the development of property, including, but not limited to, planning; local storm water requirements, layout, design; local construction standards for buildings, streets, alleys, curbs, sidewalks; zoning as provided for in subsection (g); lot size; lot configuration; yard dimensions; and off-site improvements, including public or private infrastructure, in which an applicant may acquire vested rights or vested property rights according to this section; and

(B) Does not include standards required by federal or state law; or building construction safety standards which are adopted pursuant to authority granted under § 68-120-101;

(5)(A) "Final development plan" means a plan which has been submitted by an applicant and approved by a local government describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of property. Such plan may be in the form of, but not be limited to, any of the following plans or approvals:

(i) A planned unit development plan;

(ii) A subdivision plat;

(iii) General development plan;

(iv) Subdivision infrastructure construction plan;

(v) Final engineered site plan; or

(vi) Any other land-use approval designation as may be utilized by a local government.

(B) Unless otherwise expressly provided by the local government, such a plan shall include the boundaries of the site; significant topographical and other natural features affecting development of the site; the location on the site of the proposed buildings, structures, and other improvements; the dimensions, including height, of the proposed buildings and other structures or a building envelope; and the location of all existing and proposed infrastructure on the site, including water, sewer, roads, and pedestrian walkways. A variance shall not constitute a final development plan, and approval of a final development plan with the condition that a variance be obtained shall not confer a vested property right unless and until the necessary variance is obtained. Neither a sketch plan nor any other document which fails to describe with reasonable certainty the type of use, the intensity of use, and the ability to be served with essential utilities and road infrastructure for a specified parcel or parcels of property may constitute a final development plan;

(6) "Preliminary development plan" means a plan which has been submitted by an applicant and that depicts a single-phased or multi-phased planned development typically used to facilitate initial public feedback and secure preliminary approvals from local governments. Examples of information found on development plans include proposed land uses, density and intensity of development, public utilities, road networks, general location of off-street parking, building location, number of buildable lots, emergency access, open space, and other environmentally sensitive areas such as lakes, streams, hillsides, and view sheds. An approved preliminary development plan serves as a guide for all future improvements within defined boundaries; and

(7) "Site preparation" means excavating, grading, demolition, removing excess debris to allow for proper grading, or providing a surface for a proper foundation, drainage, and settling for a development project, and physical improvements including, but not limited to, water and sanitary sewer lines, footings, or foundations installed on the site for which construction permits are required.

SECTION 3. If any provision of this act or the application of any provision of this act to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the act that can be given effect without the invalid provision or application, and to that end, the provisions of this act are declared to be severable.

SECTION 4. For purposes of local government adoption of a vested property rights ordinance or resolution, this act shall take effect upon becoming a law, the public welfare requiring it. For all other purposes, this act shall take effect on January 1, 2015.

SENATE BILL NO. 915

PASSED: April 2, 2014



RON RAMSEY
SPEAKER OF THE SENATE



BETH HARWELL, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 15th day of April 2014



BILL HASLAM, GOVERNOR



AGENDA ACTION FORM

Conduct a Public Hearing for Annexation Annual Plan of Services Report

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

Action Form No.: AF-327-2014
 Work Session: December 15, 2014
 First Reading: December 16, 2014

Final Adoption: N/A
 Staff Work By: C. Shepherd
 Presentation By: C. Shepherd

Recommendation:

Conduct a Public Hearing and receive comment concerning the Annual Plan of Services Report for unfulfilled Annexation commitments for December 2014.

- Lebanon Road – Ordinance 5958– Annual Update
- Montvue Road – Ordinance 6071 - Annual Update
- Old Mill – Ordinance 6176 - Annual Update
- Cleek Road – Ordinance 6188 - Annual Update
- Eastern Star Road – Ordinance 6190 – Annual Update
- Kingsport South – Ordinance 6192 – Annual Update
- Emory Church – Ordinance 6202 – Annual Update
- Grandview Annex – Ordinance 6204 – Annual Update
- Diana Rd. 2 – Ordinance – Semi-Annual Update

Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published December 1, 2014.

Attachments:

1. Annual Plan of Services Report
2. Notice of Public Hearing
3. Map
4. Plan of Services Spreadsheet

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

DECEMBER 2014 PLAN OF SERVICES UPDATE
FOR ORDINANCE NUMBERS: 5958, 6071, 6176, 6188, 6190, 6192, 6202, 6204, 6393

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>	<u>Status</u>
Lebanon Road Annex Lebanon Road Ordinance No. 5958	06/04/2010	Sewer Service Water Service	June 4, 2015 June 4, 2015	June 4, 2015 June 4, 2015
Montvue Road Annex Montvue Road Ordinance No. 6071	05/06/2011	Street Lights	May 6, 2016	Complete
Old Mill Ordinance No. 6176	03/23/2012	Sewer Service Water Service Street Lights	March 23, 2017 March 23, 2017 March 23, 2017	FY 2015 FY 2015 FY 2016
Cleek Road – Part 2 Ordinance No. 6188	04/20/2012	Water Service Street Lights	April 20, 2017 April 20, 2017	FY 2015 Complete
Eastern Star Rd. – Part 2 Ordinance No. 6190	04/20/2012	Street Lights	April 20, 2017	FY 2017
Kingsport South Ordinance No. 6192	04/20/2012	Sewer Service Water Service Street Lights	April 20, 2020 April 20, 2017 April 20, 2017	FY 2017 FY 2017 FY 2017
Emory Church Ordinance No. 6202	07/06/2012	Sewer Service Water Service	July 6, 2017 July 6, 2017	FY 2015 FY 2013
Grandview Annex Ordinance No. 6204	07/06/2012	Sewer Service Water Service	July 6, 2017 July 6, 2017	FY 2015 FY 2015
Diana Rd. 2 Ordinance No. 6393	06/06/2014	Sewer Service Water Service Street Lights	June 6, 2019 June 6, 2019 June 6, 2019	June 6, 2019 Complete Complete

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the December ANNUAL & SEMI ANNUAL PLAN OF SERVICE (POS) REPORT, on the following annexation areas at its December 16, 2014 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Lebanon Road, Ord. No. 5958

Effective Date: 06/04/10

POS, deadline: Sewer Service, Water Service & Street Lights by June 4, 2015.

Annexation Area: Montvue Rd., Ord. No. 6071

Effective Date: 05/06/2011

POS, deadline: Street Lights by May 6, 2016.

Annexation Area: Old Mill, Ord. No. 6176

Effective Date: 03/23/2012

POS, deadline: Sewer Service, Water Service & Street Lights by March 23, 2017.

Annexation Area: Cleek Road – Part 2, Ord. No. 6188

Effective Date: 04/20/2012

POS, deadline: Water Service & Street Lights by April 20, 2017.

Annexation Area: Eastern Star Rd., Ord. No. 6190

Effective Date: 04/20/2012

POS, deadline: Street Lights by April 20, 2017.

Annexation Area: Kingsport South, Ord. No. 6192

Effective Date: 04/20/2012

POS, deadline: Sewer Service, Water Service & Street Lights by April 20, 2017.

Annexation Area: Emory Church, Ord. No. 6202

Effective Date: 07/06/2012

POS, deadline: Sewer Service & Water Service by July 6, 2017.

Annexation Area: Grandview Annex, Ord. No. 6204

Effective Date: 07/06/2012

POS, deadline: Sewer Service & Water Service by July 6, 2017.

Annexation Area: Diana Rd 2, Ord. No. 6393

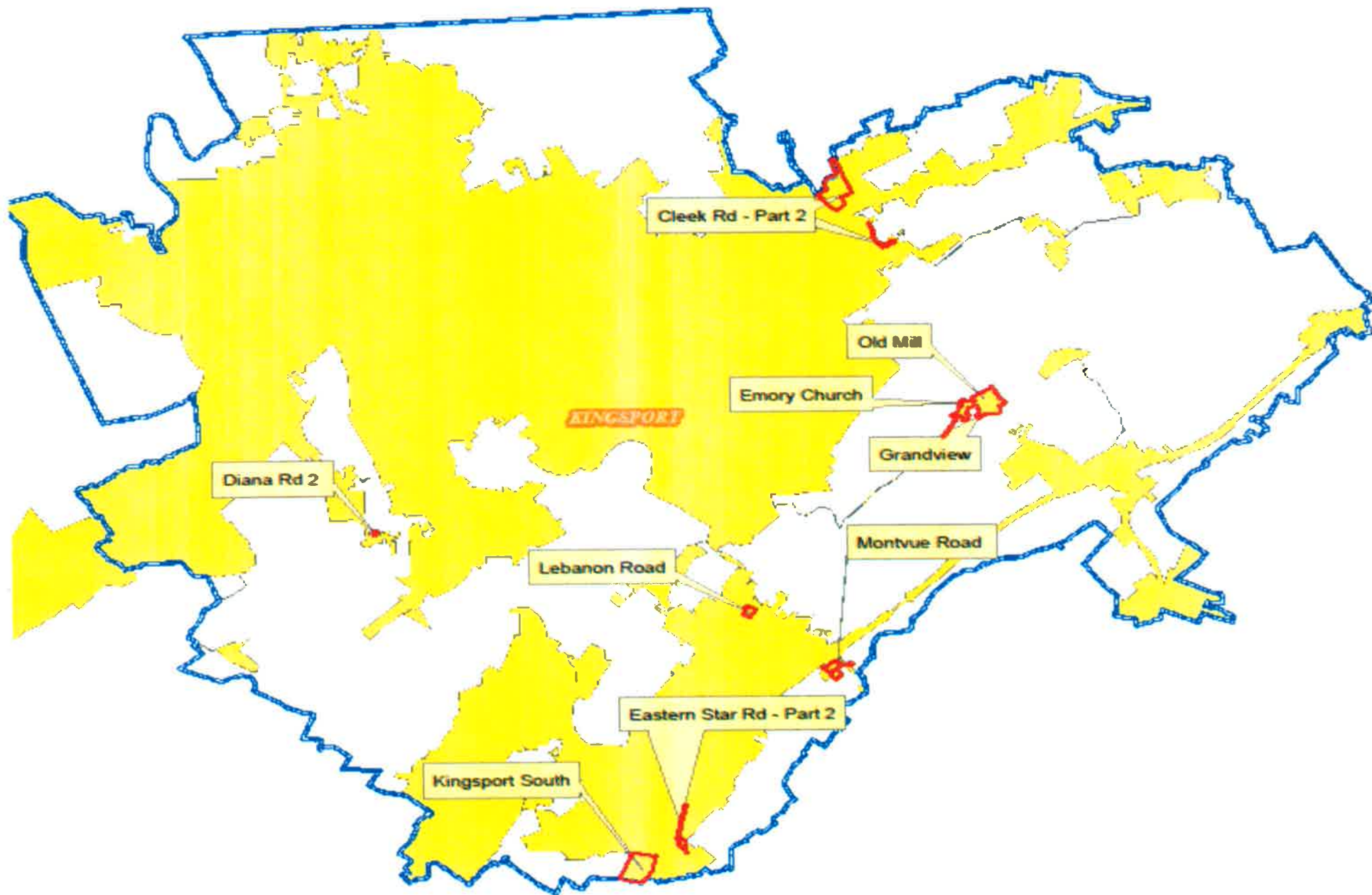
Effective Date: 06/06/2014

POS, deadline: Sewer Service, Water Service, & Street Lights by July 6, 2019.

City of Kingsport

Angie Marshall, Finance Dept.

P1T: 12/1/14



ANNEXATION PROJECT AND LOCATION 2012 Annexations	ORD No.	EFFECTIVE DATE	WATER SERVICE	SEWER SERVICE	FIRE and POLICE	CITY SCHOOLS	ELECTRICAL SERVICE	STREET MAINTENANCE	RECREATION FACILITIES	PLANNING & ZONING	SOLID WASTE	STREET LIGHTING
11-301-00005 Kendrick Creek Part B	6166	February 24, 2012	February 24, 2017	February 24, 2017	Completed	Completed	Completed	Completed	Completed	Completed	Completed	February 24, 2017
11-301-00019 Border Regions Area 1	6169	March 9, 2012	March 9, 2019	March 9, 2019	Completed	Completed	Completed	Completed	Completed	Completed	Completed	March 9, 2017
11-301-00020 Border Regions Area 2	6171	March 9, 2012	March 9, 2019	March 9, 2019	Completed	Completed	Completed	Completed	Completed	Completed	Completed	March 9, 2017
11-301-00021 Border Regions Area 3	6173	March 9, 2012	March 9, 2019	March 9, 2019	Completed	Completed	Completed	Completed	Completed	Completed	Completed	March 9, 2017
11-301-00022 Old Mill	6176	March 23, 2012	March 23, 2017	March 23, 2017	Completed	Completed	Completed	Completed	Completed	Completed	Completed	March 23, 2017
11-301-00024 Cleek Road Part 2	6188	Apr 20, 2012	April 20, 2017	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	April 20, 2017
12-301-00002 Eastern Star Road Part 2	6190	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	April 20, 2017
12-301-00001 Kingsport South	6192	Apr 20, 2012	April 20, 2017	April 20, 2020	Completed	Completed	Completed	Completed	Completed	Completed	Completed	April 20, 2017
12-301-00004 Emory Church	6202	July 6, 2012	July 6, 2017	July 6, 2017	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
12-301-00003 Grandview	6204	July 6, 2012	July 6, 2017	July 6, 2017	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
11-301-00023 JB Dennis	6224	Aug 10, 2012	August 10, 2017	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	August 10, 2017
12-301-00006 Colonial Heights Area 7 Part A	6238	Sep 21, 2012	September 21, 2017	September 21, 2017	Completed	Completed	Completed	Completed	Completed	Completed	Completed	September 21, 2017
12-301-00007 Colonial Heights Area 7 Part B	6240	Sep 21, 2012	September 21, 2017	September 21, 2017	Completed	Completed	Completed	Completed	Completed	Completed	Completed	September 21, 2017
12-301-00008 Colonial Heights Area 7 Part C	6254	Dec 7, 2012	December 7, 2017	December 7, 2017	Completed	Completed	Completed	Completed	Completed	Completed	Completed	December 7, 2017
12-301-00009 Colonial Heights Area 7 Part D	6256	Dec 7, 2012	December 7, 2017	December 7, 2017	Completed	Completed	Completed	Completed	Completed	Completed	Completed	December 7, 2017
12-301-00010 Colonial Heights Area 7 Part E	6265	Dec 21, 2012	December 21, 2017	December 21, 2017	Completed	Completed	Completed	Completed	Completed	Completed	Completed	December 21, 2017
2013 Annexations												
12-301-00011 North Kingsport Area 1	6272	Jan 18, 2013	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	January 18, 2018
13-301-00004 Shadyside Drive	6334	August 23, 2013	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
13-301-00005 Cherry Annexation	6311	June 21, 2013	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
13-301-00006 Bennett Annexation	6332	August 23, 2013	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
13-301-00007 Primrose Annexation	6341	September 20, 2013	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
13-301-00008 Christ Fellowship Church Annexation	6348	October 17, 2013	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
2014 Annexations												
13-301-00012 Diana Rd 2 Annexation	6393	June 6, 2014	Completed	June 6, 2019	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
13-301-00010 Bennett Area 2 Annexation	6406	July 17, 2014	July 17, 2019	July 17, 2019	Completed	Completed	Completed	Completed	Completed	Completed	Completed	July 17, 2019
14-301-00003 Rocky Branch Annexation	6403	July 17, 2014	July 17, 2019	July 17, 2019	Completed	Completed	Completed	Completed	Completed	Completed	Completed	July 17, 2019

Note: The above services are mandated by TCA. Secondary services such as traffic control, inspection services, animal control, storm sewers, leaf and litter control, and graffiti control are established immediately upon the effective date of annexation.



AGENDA ACTION FORM

Amend Zoning of 708 Beechwood Drive, Located in the Colonial Heights Area

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

Action Form No.: AF-321-2014
 Work Session: December 15, 2014
 First Reading: December 16, 2014

Final Adoption: January 6, 2015
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

Hold public hearing and approve an ordinance amending the zoning ordinance to rezone parcel from R-1B, Residential District to UAE, Urban Agricultural Estate District.

Executive Summary:

This is an owner-requested rezoning of approximately 6.9 acres/ a single parcel located off Beechwood Drive from R-1B to UAE. The purpose of the rezoning request is to allow construction of a barn as an accessory structure on the property. The planning commission received comment from adjacent neighbors in support of and against the rezoning during their November regular meeting. The comments against the rezoning focused on the applicant's inability to control the animals on his property in the past. The comments in support of the rezoning focused on how the UAE district would restrict the number of animals on the property. During their November 2014 regular meeting, the Kingsport Regional Planning Commission voted (4-1-1) to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on December 1, 2014.

Attachments:

1. Notice of Public Hearing
2. Zoning Ordinance
3. Staff Report
4. UAE District Standards

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on December 16, 2014 to consider the rezoning for parcel 1 of tax maps 92I and 92P located along Beechwood Drive from R-1B to UAE District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the northern corner of parcel 1, Tax Map 92I; thence in a southeasterly direction, approximately 881 feet to a point, said point being the eastern corner of parcel 1; thence in a southwesterly direction, approximately 215 feet to a point, said point being the southernmost corner of parcel 1 in common with the northern right-of-way of Beechwood Drive; thence in a northwesterly direction, approximately 335 feet to a point, said point being the northern corner of parcel 5; thence in a southwesterly direction, approximately 126 feet to a point, said point being the eastern corner of parcel 2; thence in a northwesterly direction, approximately 259 feet to a point, said point being the northern corner of parcel 2; thence in a southwesterly direction, approximately 130 feet to a point, said point being the northern corner of parcel 9; thence in a northwesterly direction, approximately 323 feet to a point, said point being the western corner of parcel 1; thence in a northeasterly direction, approximately 540 feet to the point of BEGINNING, and being all of parcel 1, Tax Maps 92I and 92P as shown on the May 2011 Sullivan County Tax Maps.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
PIT: 12/1/14

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO BEECHWOOD DRIVE FROM R-1B, RESIDENTIAL DISTRICT TO UAE, URBAN AGRICULTURAL ESTATE DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property adjacent to Beechwood Drive from R-1B, Residential District to UAE, Urban Agricultural Estate District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northern corner of parcel 1, Tax Map 92I; thence in a southeasterly direction, approximately 881 feet to a point, said point being the eastern corner of parcel 1; thence in a southwesterly direction, approximately 215 feet to a point, said point being the southernmost corner of parcel 1 in common with the northern right-of-way of Beechwood Drive; thence in a northwesterly direction, approximately 335 feet to a point, said point being the northern corner of parcel 5; thence in a southwesterly direction, approximately 126 feet to a point, said point being the eastern corner of parcel 2; thence in a northwesterly direction, approximately 259 feet to a point, said point being the northern corner of parcel 2; thence in a southwesterly direction, approximately 130 feet to a point, said point being the northern corner of parcel 9; thence in a northwesterly direction, approximately 323 feet to a point, said point being the western corner of parcel 1; thence in a northeasterly direction, approximately 540 feet to the point of BEGINNING, and being all of parcel 1, Tax Maps 92I and 92P as shown on the May 2011 Sullivan County Tax Maps.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION III. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

DENNIS R. PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

Kingsport Regional Planning Commission
Rezoning Report

File Number 14-101-00012

Beechwood Drive Rezoning

Property Information			
Address		708 Beechwood Drive, Kingsport, TN 37663	
Tax Map, Group, Parcel		92I, 92P, Parcel 1	
Civil District		14	
Overlay District		Not applicable	
Land Use Designation		Single Family	
Acres		6.9 acres +/-	
Existing Use	Single family	Existing Zoning	R-1B
Proposed Use	Single family with agricultural uses added	Proposed Zoning	UAE
Owner /Applicant Information			
Name: Anthony Shipley Address: 4017 Lakewood Dr. City: Kingsport State: TN Zip Code: 37663 Email: tony_shipley@yahoo.com Phone Number: (423) 817-1053		Intent: <i>To rezone from R-1B to UAE to allow construction of accessory structures consistent with mini-farm land use.</i>	
Planning Department Recommendation			
The Kingsport Planning Division recommends approval for the following reasons: <ul style="list-style-type: none"> • <i>The rezoning site will serve as a proper transition for a parcel of this size from the existing A-1 zones to both the north and east of the parcel to the R-1B zones to the south and west of the parcel.</i> • <i>The rezoning site will not change in appearance or use as viewed from Beechwood Drive as a result of a successful zoning. The purpose of the rezoning request is to accommodate accessory structures (a barn in this case) consistent with mini-farm land use.</i> 			
Staff Field Notes and General Comments:			
<ul style="list-style-type: none"> • <i>The vast majority of the parcel lies visually hidden from Beechwood Drive due to the topography of the parcel.</i> • <i>The planning office has discussed the rezoning effort with 4 adjacent property owners. These adjacent property owners were either supportive of the rezoning effort or simply seeking information, remaining indifferent to the effects of a successful rezoning. All property owners within a 300' radius were provided the UAE zoning ordinance along with the rezoning notification.</i> 			
Planner:	Ken Weems	Date:	November 4, 2014
Planning Commission Action		Meeting Date:	November 20, 2014
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

ADDRESS	708 Beechwood Drive, Kingsport, TN 37663
DISTRICT	14
OVERLAY DISTRICT	Not Applicable
EXISTING ZONING	R-1B (Single Family Residential)
PROPOSED ZONING	UAE (Urban Agriculture Estate)
ACRES	6.9 +/-
EXISTING USE	Single Family
PROPOSED USE	Single Family with added agriculture-oriented accessory structures and use.

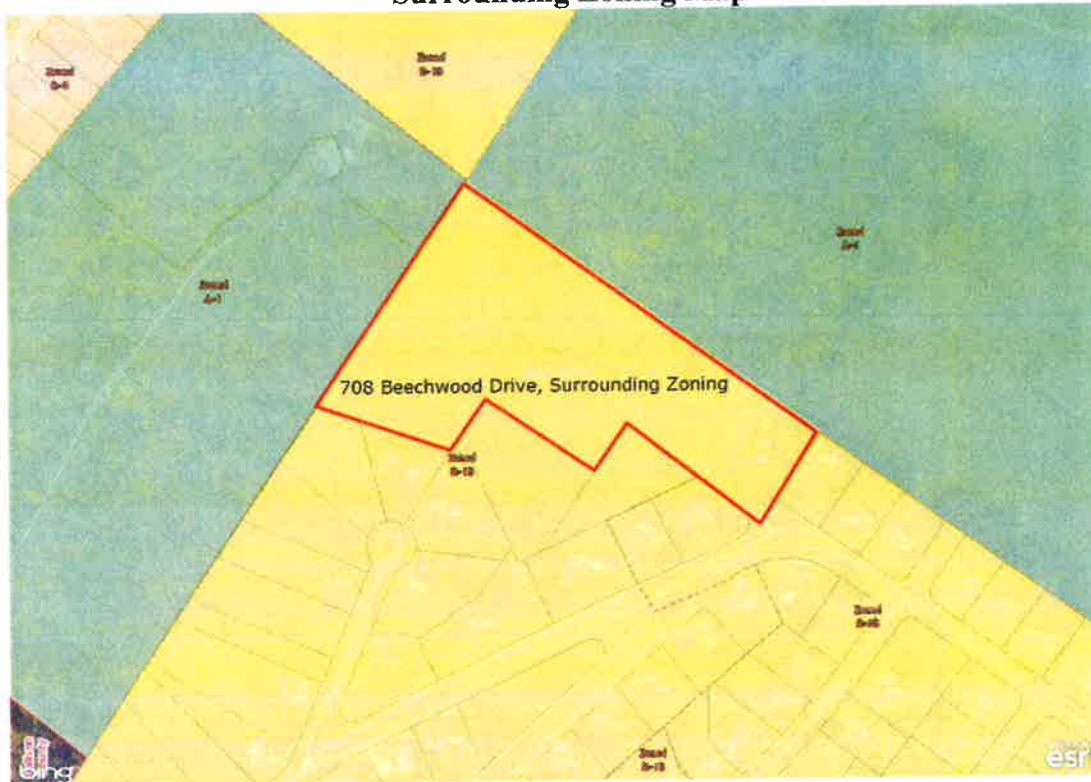
PETITIONER**ADDRESS** 4017 Lakewood Dr., Kingsport, TN 37663**REPRESENTATIVE****PHONE** (423) 817-1053**INTENT**

To rezone from R-1B to UAE to allow construction of accessory structures consistent with mini-farm land use.

Vicinity Map



Surrounding Zoning Map



CONCLUSION

Staff recommends APPROVAL to rezone from R-1B to UAE. The rezoning will act as an appropriate blend of both single family zoning and agricultural zoning which is appropriate due to the location of the rezoning site.

Section 114-202. UAE, Urban Agricultural Estate District

(a) Intent.

- (1) To develop opportunities for a range of urban agricultural uses at a level and intensity that is compatible with existing and future single family residences in this zone.
- (2) To provide a zoning designation exclusively for urban agricultural activities by size and intensity and as a means to this end, requiring substantial lot areas and yards and open spaces.
- (3) Encourage and support personal urban agricultural opportunities for individuals and families.

(b) Principal Uses. In an UAE district the following uses are permitted:

- (1) Single-family residential;
- (2) Agricultural crops;

(c) Accessory buildings and uses. Uses permitted as accessory to the principal use include the following:

- a. Private stables, sheds and barns; provided such buildings or structures shall not be located any closer than 35 feet to any boundary property line or closer than 45 feet to any building containing a dwelling unit on the lot and further provided there shall be no open-air storage of hay, straw, shavings or similar organic materials closer than 35 feet to any boundary property line or closer than 45 feet to any dwelling unit, or accessory living quarters on the same premises, excepting only leaves and grass clippings to be picked up at the curb as trash by city forces.
- b. Accessory living quarters (commonly referred to as a "Caretaker in residence quarters") shall not be located any closer than 35 feet to any boundary property line or closer than 25 feet to any building containing a dwelling unit on the same lot and further provided there shall be no open-air storage of hay, straw, shavings or similar organic materials closer than 35 feet to any boundary property line or closer than 45 feet to any dwelling unit, excepting only leaves and grass clippings to be picked up at the curb as trash by city forces. The accessory living quarters shall not exceed the square footage of the primary dwelling unit.
- c. Greenhouses for the propagation and culture of plant materials with no sales from the premises provided a greenhouse shall not be located any closer than 10 feet to any property boundary line nor any closer than 10 feet to any dwelling unit.
- d. Horses (Equine species) and cattle (Bovine species) for the use of the residents only; provided not more than one horse or cow for each one-half acre of the total legally fenced property shall be permitted.
- e. Pasture and grazing, but not including feed lots; provided, where such pasture or grazing area abuts upon any property line which is a common property line with adjacent residential property, there shall be erected and maintained a legal fence not less than five feet in height nor more than six feet.
- f. Chickens, rabbits, sheep and goats for the use of the residents of the premises only; provided;
 - i. No more than 25 of any one combination of such fowl or animals may be kept on the premises;

- ii. Any chickens kept on the premises shall be confined within an aviary or the like, or have their wings regularly clipped and placed in an enclosed area with no overhead cover;
- iii. One rooster is allowed for egg fertilization;
- iv. Goats shall be contained in a fenced area sufficient to prevent escape and provided a shelter within this area;
- v. Any buildings, pens, coops, hutches or structures used to house or contain such fowl or animals shall not be located closer than 35 feet to any boundary line of the premises or closer than 45 feet to any building containing a dwelling unit or accessory living quarters on the same premises; and
- vi. No animals allowed except animals allowed without a permit pursuant to T.C.A. section 70-4-403(3), however, no animal of the scientific classification of Suidae family, including domesticated pigs, shall be allowed
- g. Beekeeping (Honey Bees) provided:
 - i. A maximum of eight honey bee hives per acre or portion thereof is permitted and the hives shall not be located within 25 feet of any lot line, however this distance may be reduced to ten feet if physical measures are taken to require bees to gain elevation before crossing the property line; and
 - ii. The requirements of the Tennessee Apiary Act of 1995 Per T.C.A. section 44-15-101 *et. seq.* shall apply.

(c) Hazardous Substances.

- (1) No use permitted in this section, with the exception of public utility and service facilities, shall store any hazardous substance, except that for the purposes of this chapter the following substances shall be exempt:
 - a. Heating oil or propane stored in underground tanks sufficiently contained so as to preclude soil and ground water contamination;
 - b. Gasoline and/or diesel stored above ground in an approved Underwriters Laboratory container with a sufficient containment area to hold the contents of the container; and
 - c. Pre-packaged retail quantities of fertilizers, pesticides, herbicides, fungicides and auto and home care products for personal use only.

(d) Lot Area.

- (1) The minimum required lot area shall be 2 acres. Accessory living quarters are only allowed on lots of 4 or more acres.

(e) Lot Width.

- (1) Every lot shall have a minimum lot width on a public right-of-way of not less than 50 feet.

(f) Setbacks.

- (1) Front yard – 40 feet.
- (2) Rear yard – 50 feet.
- (3) Side yard – 20 feet unless on a lot with an abutting side street where an additional 10 feet shall be required.
- (4) The distance between the main dwelling unit and accessory living quarters shall be not less than 25 feet. All measurements will be between the closest covered area of each residence inclusive of all covered porches, decks and patios.

(g) Maximum Permitted Height and Lot Coverage.

- (1) Lot coverage maximum 30 percent.
- (2) Residential and accessory living quarters building height maximum 35 feet or three stories, not including the basement.
- (3) Barns, stables and silos, maximum 50 feet in height.
- (4) Greenhouses, sheds, aviaries, coops, pens, hutches or similar structures, maximum 16 feet in height.

(h) Signs.

- (1) Signs are permitted the same as in the A-1 district.

(i) Parking.

- (1) Parking is permitted the same as in the A-1 district.



AGENDA ACTION FORM

Amend Zoning of the Larry Neil Property, Located off Larry Neil Way

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

Action Form No.: AF-322-2014
 Work Session: December 15, 2014
 First Reading: December 16, 2014

Final Adoption: January 6, 2015
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

Hold public hearing and approve ordinance amending the zoning ordinance to rezone parcel from R-3 and A-1, Low Density Apartment District and Agricultural District to B-3, Highway Oriented Business District.

Executive Summary:

This is an owner-requested rezoning of approximately 5.29 acres/ a portion of one parcel located off Larry Neil Way from R-3 and A-1 to B-3. The purpose of the rezoning request is to allow construction of an orthopedic office on the property. The planning commission received two letters in support of the rezoning from adjacent property owners. During their November 2014 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on December 1, 2014.

Attachments:

1. Notice of Public Hearing
2. Zoning Ordinance
3. Staff Report

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on December 16, 2014 to consider the rezoning for a portion of parcel 2.05 of tax map 46B located along Larry Neil Way from R-3 and A-1 District to B-3 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Tract 1:

BEGINNING at a point, said point being the western corner of parcel 2.05, Tax Map 46A; thence in a northeasterly direction, approximately 417 feet to a point, said point being a northern corner of parcel 2.05 in common with the western right-of-way of Larry Neil Way; thence in a southeasterly direction, following the western right-of-way of Larry Neil Way, approximately 180 feet to a point, said point lying on the western right-of-way of Larry Neil Way; thence in a southwesterly direction, approximately 320 feet to a point, said point lying on the parcel boundary of parcels 2.05 and 1; thence in a northwesterly direction, approximately 240 feet to the point of BEGINNING, and being a portion of parcel 2.05, Tax Maps 46A and 46B as shown on the May 2011 Sullivan County Tax Maps.

Tract 2:

BEGINNING at a point, said point lying on the common boundary of parcel 2.05 and the western right-of-way of Larry Neil Way, approximately 20 feet northwest of the northern corner of parcel 2, Tax Map 46B; thence in a southwesterly direction, approximately 227 feet to a point, said point lying on the common boundary of parcels 2.05 and 1, approximately 20 feet northwest of the western corner of parcel 2; thence in a northwesterly direction, approximately 660 feet to a point, said point lying on the common boundary of parcels 2.05 and 1, approximately 240 feet southeast of the western corner of parcel 2.05; thence in a northeasterly direction, approximately 320 feet to a point, said point lying on the common boundary of parcel 2.05 and the western right-of-way of Larry Neil Way, approximately 180 feet south of the northern corner of parcel 2.05 in common with the western right-of-way of Larry Neil Way; thence in a southeasterly direction, following the western right-of-way of Larry Neil Way, approximately 630 feet to the point of BEGINNING, and being a portion of parcel 2.05, Tax Map 46B as shown on the May 2011 Sullivan County Tax Maps.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT

Angie Marshall, Deputy City Clerk
PIT: 12/1/14

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO LARRY NEIL WAY FROM R-3, LOW DENSITY APARTMENT DISTRICT, AND A-1, AGRICULTURAL DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property adjacent to Larry Neil Way from R-3, Low Density Apartment District, and A-1, Agricultural District to B-3, Highway Oriented Business District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1:

BEGINNING at a point, said point being the western corner of parcel 2.05, Tax Map 46A; thence in a northeasterly direction, approximately 417 feet to a point, said point being a northern corner of parcel 2.05 in common with the western right-of-way of Larry Neil Way; thence in a southeasterly direction, following the western right-of-way of Larry Neil Way, approximately 180 feet to a point, said point lying on the western right-of-way of Larry Neil Way; thence in a southwesterly direction, approximately 320 feet to a point, said point lying on the parcel boundary of parcels 2.05 and 1; thence in a northwesterly direction, approximately 240 feet to the point of BEGINNING, and being a portion of parcel 2.05, Tax Maps 46A and 46B as shown on the May 2011 Sullivan County Tax Maps.

Tract 2:

BEGINNING at a point, said point lying on the common boundary of parcel 2.05 and the western right-of-way of Larry Neil Way, approximately 20 feet northwest of the northern corner of parcel 2, Tax Map 46B; thence in a southwesterly direction, approximately 227 feet to a point, said point lying on the common boundary of parcels 2.05 and 1, approximately 20 feet northwest of the western corner of parcel 2; thence in a northwesterly direction, approximately 660 feet to a point, said point lying on the common boundary of parcels 2.05 and 1, approximately 240 feet southeast of the western corner of parcel 2.05; thence in a northeasterly direction, approximately 320 feet to a point, said point lying on the common boundary of parcel 2.05 and the western right-of-way of

Larry Neil Way, approximately 180 feet south of the northern corner of parcel 2.05 in common with the western right-of-way of Larry Neil Way; thence in a southeasterly direction, following the western right-of-way of Larry Neil Way, approximately 630 feet to the point of BEGINNING, and being a portion of parcel 2.05, Tax Map 46B as shown on the May 2011 Sullivan County Tax Maps.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION III. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

DENNIS R. PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____

PASSED ON 2ND READING _____

Rezoning Report

Kingsport Regional Planning Commission

File Number 14-101-00014

Larry Neil Way Rezoning

Property Information			
Address		Larry Neil Way, Kingsport, TN 37660	
Tax Map, Group, Parcel		46B, A, a portion of parcel 2.05	
Civil District		11	
Overlay District		Not applicable	
Land Use Designation		Single Family	
Acres		5.29 acres +/-	
Existing Use	vacant land	Existing Zoning	R-3 and A-1
Proposed Use	orthopedic offices	Proposed Zoning	B-3
Owner /Applicant Information			
Name: Larry Neil Address: 834 Larry Neil Way City: Kingsport State: TN Zip Code: 37660 Email: laneil@embarqmail.com Phone Number: (423) 288-8465		Intent: <i>To rezone from R-3 and A-1 to B-3 to allow medical office (orthopedic office) use of the property.</i>	
Planning Department Recommendation			
The Kingsport Planning Division recommends approval for the following reasons: <ul style="list-style-type: none"> • A B-3 zone for this site is an appropriate extension of the B-3 zone and use to the south of the rezoning area. • The rezoning site is surrounded by R-3 zoning and use (multi-family) to the north and west, providing a suitable transition zone to accommodate the requested B-3 zoning. 			
Staff Field Notes and General Comments:			
<ul style="list-style-type: none"> • The rezoning area consists of a portion of one parcel on the west side of Larry Neil Way that contains approximately 145' of rise from the southern end of the rezoning site to the northern end. • The planning office has received written endorsement for the rezoning effort from the property owner at 1000 Orbin Lane (located due east of the rezoning site) and 904 Bloomingdale Pike (Rub "A" Dub Car Wash located at the base of Larry Neil Way). 			
Planner:	Ken Weems	Date:	November 4, 2014
Planning Commission Action		Meeting Date:	November 20, 2014
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Kingsport Regional Planning Commission

Rezoning Report

File Number 14-101-00014

PROPERTY INFORMATION

ADDRESS	Larry Neil Way, Kingsport, TN 37664
DISTRICT	11
OVERLAY DISTRICT	Not Applicable
EXISTING ZONING	R-3 (Low Density Residential) and A-1 (Agricultural)
PROPOSED ZONING	B-3 (Highway Oriented Business District)
ACRES	5.29 +/-
EXISTING USE	vacant land
PROPOSED USE	medical (orthopedic) office

PETITIONER

ADDRESS 834 Larry Neil Way, Kingsport, TN 37664

REPRESENTATIVE

PHONE (423) 288-8465

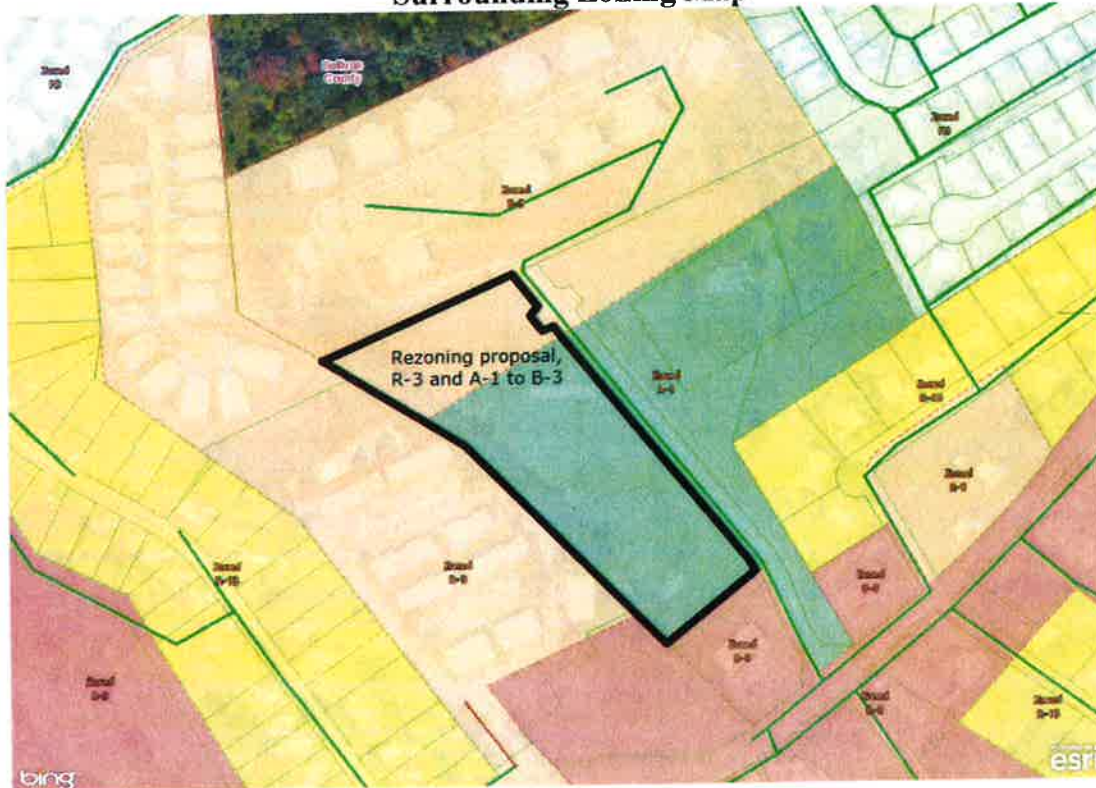
INTENT

To rezone from R-3 and A-1 to B-3 to allow medical office (orthopedic office) use of the property.

Vicinity Map



Surrounding Zoning Map



File Number 14-101-00014

LEGEND

EXISTING BUILDING	EXISTING DRIVE	EXISTING SIDEWALK	EXISTING CURB	EXISTING FENCE	EXISTING UTILITY	EXISTING TREE	EXISTING LOT	EXISTING ROAD	EXISTING RAILROAD	EXISTING AIRPORT	EXISTING WATERWAY	EXISTING WETLAND	EXISTING WOODLAND	EXISTING PRAIRIE	EXISTING FARM	EXISTING INDUSTRIAL	EXISTING RESIDENTIAL	EXISTING COMMERCIAL	EXISTING GOVERNMENT	EXISTING MILITARY	EXISTING AERONAUTICAL	EXISTING MARINE	EXISTING SPACE	EXISTING OTHER
NEW BUILDING	NEW DRIVE	NEW SIDEWALK	NEW CURB	NEW FENCE	NEW UTILITY	NEW TREE	NEW LOT	NEW ROAD	NEW RAILROAD	NEW AIRPORT	NEW WATERWAY	NEW WETLAND	NEW WOODLAND	NEW PRAIRIE	NEW FARM	NEW INDUSTRIAL	NEW RESIDENTIAL	NEW COMMERCIAL	NEW GOVERNMENT	NEW MILITARY	NEW AERONAUTICAL	NEW MARINE	NEW SPACE	NEW OTHER

PROPOSED LOT LAYOUT

LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	LOT 7	LOT 8	LOT 9	LOT 10	LOT 11	LOT 12	LOT 13	LOT 14	LOT 15	LOT 16	LOT 17	LOT 18	LOT 19	LOT 20	LOT 21	LOT 22	LOT 23	LOT 24	LOT 25	LOT 26	LOT 27	LOT 28	LOT 29	LOT 30	LOT 31	LOT 32	LOT 33	LOT 34	LOT 35	LOT 36	LOT 37	LOT 38	LOT 39	LOT 40	LOT 41	LOT 42	LOT 43	LOT 44	LOT 45	LOT 46	LOT 47	LOT 48	LOT 49	LOT 50	LOT 51	LOT 52	LOT 53	LOT 54	LOT 55	LOT 56	LOT 57	LOT 58	LOT 59	LOT 60	LOT 61	LOT 62	LOT 63	LOT 64	LOT 65	LOT 66	LOT 67	LOT 68	LOT 69	LOT 70	LOT 71	LOT 72	LOT 73	LOT 74	LOT 75	LOT 76	LOT 77	LOT 78	LOT 79	LOT 80	LOT 81	LOT 82	LOT 83	LOT 84	LOT 85	LOT 86	LOT 87	LOT 88	LOT 89	LOT 90	LOT 91	LOT 92	LOT 93	LOT 94	LOT 95	LOT 96	LOT 97	LOT 98	LOT 99	LOT 100
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PROPOSED LOT LAYOUT

LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	LOT 7	LOT 8	LOT 9	LOT 10	LOT 11	LOT 12	LOT 13	LOT 14	LOT 15	LOT 16	LOT 17	LOT 18	LOT 19	LOT 20	LOT 21	LOT 22	LOT 23	LOT 24	LOT 25	LOT 26	LOT 27	LOT 28	LOT 29	LOT 30	LOT 31	LOT 32	LOT 33	LOT 34	LOT 35	LOT 36	LOT 37	LOT 38	LOT 39	LOT 40	LOT 41	LOT 42	LOT 43	LOT 44	LOT 45	LOT 46	LOT 47	LOT 48	LOT 49	LOT 50	LOT 51	LOT 52	LOT 53	LOT 54	LOT 55	LOT 56	LOT 57	LOT 58	LOT 59	LOT 60	LOT 61	LOT 62	LOT 63	LOT 64	LOT 65	LOT 66	LOT 67	LOT 68	LOT 69	LOT 70	LOT 71	LOT 72	LOT 73	LOT 74	LOT 75	LOT 76	LOT 77	LOT 78	LOT 79	LOT 80	LOT 81	LOT 82	LOT 83	LOT 84	LOT 85	LOT 86	LOT 87	LOT 88	LOT 89	LOT 90	LOT 91	LOT 92	LOT 93	LOT 94	LOT 95	LOT 96	LOT 97	LOT 98	LOT 99	LOT 100
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PROPOSED LOT LAYOUT

LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	LOT 7	LOT 8	LOT 9	LOT 10	LOT 11	LOT 12	LOT 13	LOT 14	LOT 15	LOT 16	LOT 17	LOT 18	LOT 19	LOT 20	LOT 21	LOT 22	LOT 23	LOT 24	LOT 25	LOT 26	LOT 27	LOT 28	LOT 29	LOT 30	LOT 31	LOT 32	LOT 33	LOT 34	LOT 35	LOT 36	LOT 37	LOT 38	LOT 39	LOT 40	LOT 41	LOT 42	LOT 43	LOT 44	LOT 45	LOT 46	LOT 47	LOT 48	LOT 49	LOT 50	LOT 51	LOT 52	LOT 53	LOT 54	LOT 55	LOT 56	LOT 57	LOT 58	LOT 59	LOT 60	LOT 61	LOT 62	LOT 63	LOT 64	LOT 65	LOT 66	LOT 67	LOT 68	LOT 69	LOT 70	LOT 71	LOT 72	LOT 73	LOT 74	LOT 75	LOT 76	LOT 77	LOT 78	LOT 79	LOT 80	LOT 81	LOT 82	LOT 83	LOT 84	LOT 85	LOT 86	LOT 87	LOT 88	LOT 89	LOT 90	LOT 91	LOT 92	LOT 93	LOT 94	LOT 95	LOT 96	LOT 97	LOT 98	LOT 99	LOT 100
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PROPOSED LOT LAYOUT

LOT 1	LOT 2	LOT 3	LOT 4	
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DEVELOPMENT STANDARDS – B-3

- Lot area: 10,000 sq. ft.
- Lot frontage: 50ft
- Front yard: 20 ft.
- Side yard: not applicable

Page 4 of 5

- Rear yard: 30 feet
- Lot coverage: 40%
- Parking for medical practitioner's office: 3 spaces per practitioner plus 1 space per employee

The ZDP indicates compliance with the development standards in a B-3 District

Parking Requirements

The site plan indicates a total of 104 parking spaces. The minimum requirement for the development is 43 parking spaces. This is based on a total of 6 practitioners (18 space requirement) and 25 total employees (25 spaces).

Property Features

The rezoning/development site lies on the western side of Larry Neil Way, between the existing commercial site to the south and the apartments located to the north. An approximate rise of 145 ft. is realized over approximately 780 ft. of road frontage, representing a challenging development consideration. An existing tree line buffer on the western border of the site is proposed to remain.

CONCLUSION

Staff recommends APPROVAL to rezone from R-3 and A-1 to B-3. The rezoning will act as an appropriate extension of the B-3 zone and use to the south of the rezoning area, while being buffered by existing multi-family zoning.



AGENDA ACTION FORM

Amend Zoning of East Main Street Property in Vicinity of the Rail Wye

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

Action Form No.: AF-323-2014
 Work Session: December 15, 2014
 First Reading: December 16, 2014

Final Adoption: January 6, 2015
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

Hold public hearing and approve an ordinance amending the zoning ordinance to rezone parcels from M-1 and M-2, Light and General Manufacturing Districts to B-2, Central Business District

Executive Summary:

This is a City-initiated rezoning of approximately 6 acres/ multiple parcels located off East Main Street from M-1 and M-2 to B-2. The purpose of the rezoning request is to accommodate existing and future commercial uses in the rezoning area. Although this rezoning is City-initiated, all property owners in the rezoning area were contacted and verbally approved of the rezoning effort. During their November 2014 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on December 1, 2014.

Attachments:

1. Notice of Public Hearing
2. Zoning Ordinance
3. Staff Report

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on December 16, 2014 to consider the rezoning for parcels 8, 22, 23, 24, 24.01, 25, 25.01 and 25.10 of tax maps 46A, 46B, 46P, 46O, and 61B located along East Main Street from M-1 and M-2 Districts to B-2 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Tract 1:

BEGINNING at a point, said point being the eastern corner of parcel 26, Tax Map 46O; thence in a northwesterly direction, approximately 145 feet to a point, said point lying on the boundary of parcel 26; thence in a northeasterly direction, following the center of an unnamed right-of-way, approximately 245 feet to a point, said point lying in the center of two unnamed rights-of-way; thence in a southeasterly direction, crossing over the C.C. & O.R.R. right-of-way, approximately 356 feet to a point, said point lying in the center of an unnamed right-of-way; thence in a southwesterly direction, approximately 270 feet to a point, said point lying in the center of an unnamed right-of-way; thence in a southeasterly direction, approximately 156 feet to a point, said point lying in the center of Unicoi Street; thence in a southwesterly direction, following the center of Unicoi Street, approximately 158 feet to a point, said point lying in the center of East Main Street; thence in a northwesterly direction, following the centerline of East Main Street, approximately 520 feet to a point, said point lying in the center of East Main Street; thence in a northeasterly direction, approximately 25 feet to a point, said point being the western corner of parcel 26 in common with the northern right-of-way of East Main Street; thence in a southeasterly direction, following the northern right-of-way of East Main Street, approximately 146 feet to a point, said point being the southern corner of parcel 26 in common with the northern right-of-way of East Main Street; thence in a northeasterly direction, approximately 120 feet to the point of BEGINNING, and being all parcels 25, 24.01, 24, 23, and 22, Tax Maps 46A and 46B and the northern half of East Main Street right-of-way approximately 600 feet in length, the western half of Unicoi Street right-of-way approximately 133 feet in length, and a portion of C.C. & O. R. R. right-of-way, approximately 390 feet in length as shown on the May 2011 Sullivan County Tax Maps.

Tract 2:

BEGINNING at a point, said point being the southern corner of parcel 8.5, Tax Map 46P; thence in a northeasterly direction, approximately 157 feet to a point, said point lying in the center of East Main Street; thence in a southeasterly direction, following the center of East Main Street, approximately 600 feet to a point, said point lying in the center of East Main Street; thence in a southwesterly direction, approximately 184 feet to a point, said point being the southern corner of parcel 25.10; thence in a northwesterly direction, crossing the right-of-way of C.C. & O.R.R., approximately 120 feet to a point, said point being the southern corner

of parcel 25.01; thence in a northwesterly direction, approximately 565 feet to a point, said point being the western corner of parcel 25.01; thence in a northwesterly direction, crossing the right-of-way of C.C. & O.R.R., approximately 24 feet to a point, said point being the western corner of parcel 8; thence in an easterly direction, approximately 100 feet to the point of BEGINNING, and being all parcels 8.50, 25.01, and 25.10, Tax Maps 46P, 46O, and 61B, and the southern half of East Main Street right-of-way approximately 520 feet in length, and a portion of the C.C.&O.R.R. right-of-way approximately 357 feet in length, as shown on the May 2011 Sullivan County Tax Maps.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
PIT: 12/1/14

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO EAST MAIN STREET FROM M-1, LIGHT MANUFACTURING DISTRICT, AND M-2, GENERAL MANUFACTURING DISTRICT TO B-2, CENTRAL BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property adjacent to East Main Street from M-1, Light Manufacturing District, and M-2, General Manufacturing District to B-2, Central Business District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1:

BEGINNING at a point, said point being the eastern corner of parcel 26, Tax Map 46O; thence in a northwesterly direction, approximately 145 feet to a point, said point lying on the boundary of parcel 26; thence in a northeasterly direction, following the center of an unnamed right-of-way, approximately 245 feet to a point, said point lying in the center of two unnamed rights-of-way; thence in a southeasterly direction, crossing over the C.C. & O.R.R. right-of-way, approximately 356 feet to a point, said point lying in the center of an unnamed right-of-way; thence in a southwesterly direction, approximately 270 feet to a point, said point lying in the center of an unnamed right-of-way; thence in a southeasterly direction, approximately 156 feet to a point, said point lying in the center of Unicoi Street; thence in a southwesterly direction, following the center of Unicoi Street, approximately 158 feet to a point, said point lying in the center of East Main Street; thence in a northwesterly direction, following the centerline of East Main Street, approximately 520 feet to a point, said point lying in the center of East Main Street; thence in a northeasterly direction, approximately 25 feet to a point, said point being the western corner of parcel 26 in common with the northern right-of-way of East Main Street; thence in a southeasterly direction, following the northern right-of-way of East Main Street, approximately 146 feet to a point, said point being the southern corner of parcel 26 in common with the northern right-of-way of East Main Street; thence in a northeasterly direction, approximately 120 feet to the point of BEGINNING, and being all parcels 25, 24.01, 24, 23, and 22, Tax Maps 46A and 46B and the northern half of East Main Street right-of-way approximately 600 feet in

length, the western half of Unicoi Street right-of-way approximately 133 feet in length, and a portion of C.C. & O. R. R. right-of-way, approximately 390 feet in length as shown on the May 2011 Sullivan County Tax Maps.

Tract 2:

BEGINNING at a point, said point being the southern corner of parcel 8.5, Tax Map 46P; thence in a northeasterly direction, approximately 157 feet to a point, said point lying in the center of East Main Street; thence in a southeasterly direction, following the center of East Main Street, approximately 600 feet to a point, said point lying in the center of East Main Street; thence in a southwesterly direction, approximately 184 feet to a point, said point being the southern corner of parcel 25.10; thence in a northwesterly direction, crossing the right-of-way of C.C. & O.R.R., approximately 120 feet to a point, said point being the southern corner of parcel 25.01; thence in a northwesterly direction, approximately 565 feet to a point, said point being the western corner of parcel 25.01; thence in a northwesterly direction, crossing the right-of-way of C.C. & O.R.R., approximately 24 feet to a point, said point being the western corner of parcel 8; thence in an easterly direction, approximately 100 feet to the point of BEGINNING, and being all parcels 8.50, 25.01, and 25.10, Tax Maps 46P, 46O, and 61B, and the southern half of East Main Street right-of-way approximately 520 feet in length, and a portion of the C.C.&O.R.R. right-of-way approximately 357 feet in length, as shown on the May 2011 Sullivan County Tax Maps.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION III. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

DENNIS R. PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

Rezoning Report

Kingsport Regional Planning Commission

File Number 14-101-00013

Downtown B-2 Rezoning

Property Information			
Address	625 East Main St., 645 East Main St., 750 East Main St.,		
Tax Map, Group, Parcel	46A, 46B, 46P, 46O, and 61B; Parcels 8, 22, 23, 24, 24.01, 25, 25.01, and 25.10		
Civil District	11		
Overlay District	Not applicable		
Land Use Designation	Industrial & Retail		
Acres	6 acres +/-		
Existing Use	Vacant warehouse and commercial	Existing Zoning	M-1 & M-2
Proposed Use	same	Proposed Zoning	B-2
Owner /Applicant Information			
Name: City of Kingsport Address: 225 W. Center St. City: Kingsport State: TN Zip Code: 37660 Phone: (423) 229-9485		Intent: To rezone from M-1 and M-2 to B-2 to accommodate existing and future commercial uses.	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> • The rezoning request is compliant with the site's designated land use intensity. • The zoning change is suitable for the area as a central business district use which is less land-use intensive than industrial uses. The Downtown Industrial Rezoning Plan addresses this area as appropriate for industrial use due to the existing rail wye that abuts the rezoning parcels and is encompassed in the rezoning site. • The rezoning effort conforms to the current trend of commercial businesses desiring to locate to the area. <p>Staff Field Notes and General Comments:</p> <ul style="list-style-type: none"> • The rezoning area contains a fitness business, office space, armed delivery service, retail business, and warehousing space. • Staff is currently evaluating several parking proposals that would help ease the lack of parking in the area and provide a definitive space for flow of traffic thru the area currently containing the rail wye. This area is the portion of public right-of-way on the northwest side of the wye. • Being a city-initiated rezoning, staff contacted all property owners in the rezoning area and made sure they understood the zoning change and were supportive of it prior to moving forward. 			
Planner:	Ken Weems	Date:	3 November 2014
Planning Commission Action		Meeting Date:	20 November 2014
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Rezoning Report

Kingsport Regional Planning Commission

File Number 14-101-00013

PROPERTY INFORMATION

ADDRESS	625 East Main St., 645 East Main St., 750 East Main St.
DISTRICT	11
OVERLAY DISTRICT	Not Applicable
EXISTING ZONING	M-1 (Light Industrial) & M-2 (General Industrial)
PROPOSED ZONING	B-2 (Central Business District)
ACRES	6 +/-
EXISTING USE	fitness business, office space, armed delivery service, retail, warehousing
PROPOSED USE	same

PETITIONER

ADDRESS 225 W. Center St. Kingsport, TN 37660

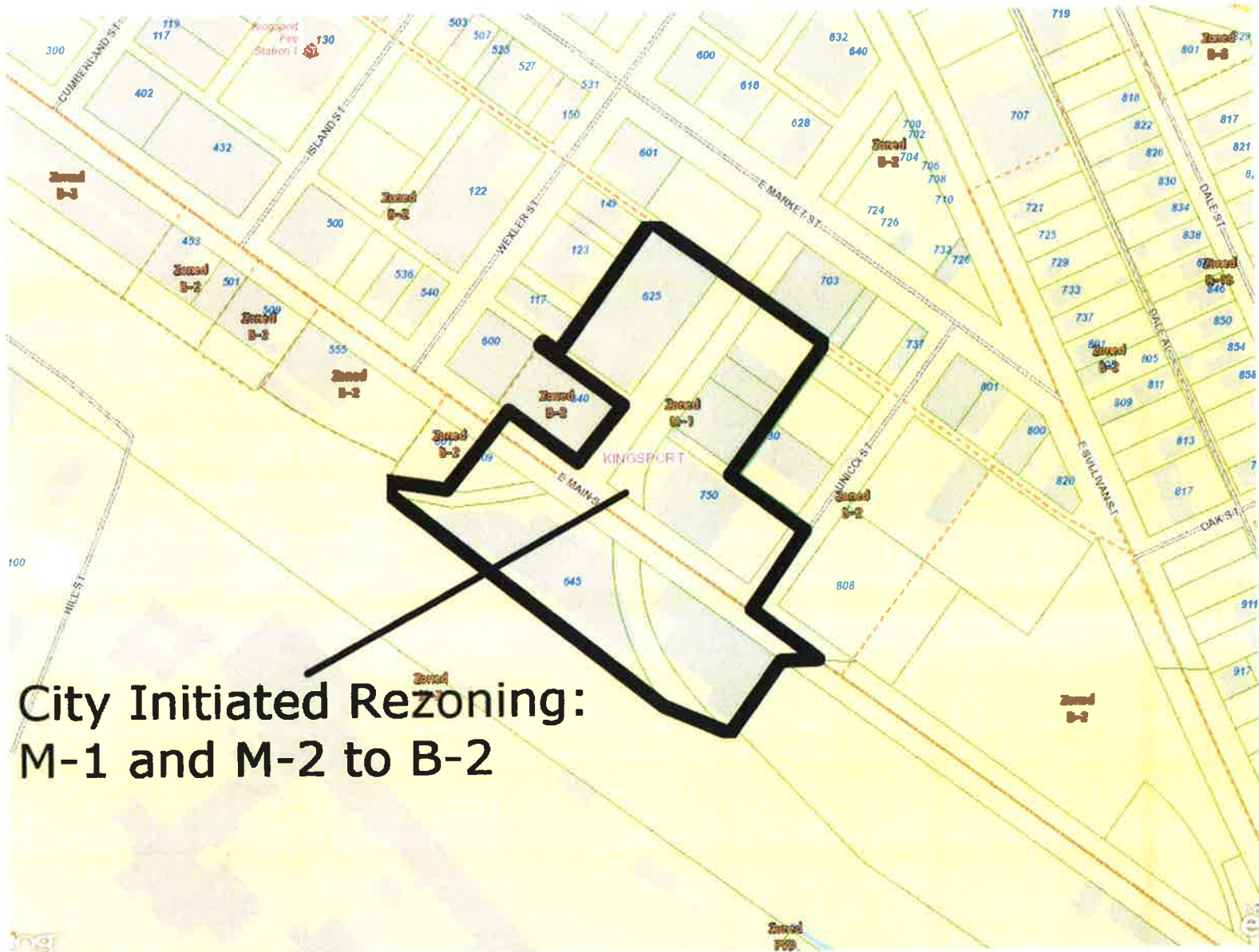
REPRESENTATIVE

PHONE (423) 229-9368

INTENT

To rezone from M-1 and M-2 to B-2 to accommodate existing and future commercial uses.

Surrounding Zoning Map



City Initiated Rezoning:
M-1 and M-2 to B-2

CONCLUSION

Staff recommends APPROVAL to rezone from M-1 and M-2 to B-2 to to accommodate existing and future commercial uses.



AGENDA ACTION FORM

Amend Zoning Code Pertaining to Periphery Yard Requirements in a B-4P Zone

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

Action Form No.: AF-324-2014
 Work Session: December 15, 2014
 First Reading: December 16, 2014

Final Adoption: January 6, 2015
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

Hold public hearing and approve an ordinance amending the zoning ordinance to clarify elimination of the 30-foot development-free periphery yard requirement along public streets in B-4P districts.

Executive Summary:

This zoning text amendment (ZTA) adds language to the design standards portion of the B-4P zone. The added language clarifies that the required 30-foot periphery yard does not apply to property lines in a B-4P district that abut a public street. Treatment of development in B-4P zones in this manner has been the case as is evident in all of our developed B-4P zones. This text amendment aims to more accurately describe the standard. During their November 2014 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to approve this ZTA to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on December 1, 2014.

Attachments:

1. Notice of Public Hearing
2. Zoning Text Amendment in Ordinance Format
3. Staff Report

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday December 16, 2014 to consider amending the Code of Ordinances to further clarify periphery yard standards in the B-4P zone. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

All interested persons are invited to attend this meeting and public hearing. A detailed description of the zoning text amendment is on file in the offices of the City Manager, City Library, and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 12/1/14

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 114-230(C) BY DELETING THE REQUIREMENT THAT THE DEVELOPMENT-FREE PERIPHERY YARD REQUIREMENT BE ALONG PUBLIC STREETS IN B-4P DISTRICTS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That Section 114-230(c) of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended as follows:

(c) *Periphery yard.* The B-4P district shall have a 30-foot landscaped development-free periphery yard. The periphery yard shall be measured from the property lines around the district, excluding property lines which abut a public street. All other landscaping requirements shall remain in effect. Structures including parking areas shall not be permitted within the periphery yard. However, transit stops, transit shelters, and other public uses may be located in the periphery yard.

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

DENNIS R. PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

Property Information	City-wide B-4P districts		
Address			
Tax Map, Group, Parcel			
Civil District			
Overlay District			
Land Use Designation			
Acres			
Existing Use		Existing Zoning	
Proposed Use		Proposed Zoning	
Owner /Applicant Information			
Name: Kingsport Regional Planning Commission Address: City: State: Zip Code: Email: Phone Number:		Intent: To amend Division 3 of Kingsport's Zoning Code to clarify elimination of the 30-foot development-free periphery yard requirement along public streets in B-4P districts.	
Planning Department Recommendation			
(Approve, Deny, or Defer)			
The Kingsport Planning Division recommends APPROVAL			
Planner:	Ken Weems	Date:	11/4/14
Planning Commission Action		Meeting Date:	11/20/14
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

To amend Division 3 of Kingsport's Zoning Code to clarify elimination of the 30-foot development-free periphery yard requirement along public streets in B-4P districts.

Introduction:

This zoning text amendment clarifies a long-established practice followed by all development occurring in B-4P zones in the City. The amendment clarifies that the 30-foot development-free periphery yard requirement in B-4P zones does not apply to the portions of the development that abut a public street. Evidence of this practice abounds in all existing B-4P zones in the City. Some examples include East Stone Commons, The HMG Property, The Riverbend Property, and multiple examples along South John B. Dennis Highway in the vicinity of Kingsgate Crossing and Stewball Circle. The aforementioned properties constitute the largest B-4P districts in the City, all of which have developed without regard to a 30-foot development-free periphery yard along public streets.

The intent of the 30-foot development-free periphery yard is to provide a buffer from uses surrounding a B-4P District. This aspect of the 30-foot development-free periphery yard is adhered to in our current B-4P districts and will still be intact with this zoning text amendment. It is important to note that while this amendment will clarify an existing practice, the landscaping ordinance will still require a 10-foot landscaping strip along all public streets. This is the same requirement that is applied in our B-3 district.

Presentation:

Staff recommends the following change in the form of an addition to part c. of the B-4P Design Standards (Sec. 114-230) in the zoning code:

Sec. 114-230. - Design standards.

(c) Periphery yard. The B-4P district shall have a 30-foot landscaped development-free periphery yard. The periphery yard shall be measured from the property lines around the district, **excluding property lines which abut a public street. All other landscaping requirements shall remain in effect.** Structures including parking areas shall not be permitted within the periphery yard. However, transit stops, transit shelters, and other public uses may be located in the periphery yard.



AGENDA ACTION FORM

Amending Various Code Sections Pertaining to Beer Permits

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

Action Form No.: AF-284-2014
Work Session: December 15, 2014
First Reading: December 16, 2014

Final Adoption: January 6, 2015
Staff Work By: Beverage Board
Presentation By: Mike Billingsley

Recommendation:

Approve the ordinance.

Executive Summary:

The beverage board has recommended some amendments to the city code sections pertaining to beer permits. The beverage board has the authority to grant permits for, among other things, manufacturer and wholesalers of beer in the city. The proposed ordinance sets out additional requirements the beverage board would like to have available in its consideration of these types of permits. For your convenience a copy of the city code sections pertaining to beer permits are attached showing the proposed changes in a red font color.

Attachments:

1. Ordinance
2. City Code Sections 6-169 through 6-219 with changes shown

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 6-169, 6-173(e), 6-207 6-208; 6-211 and 6-213 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE TO PROVIDE FOR ADDITIONAL REQUIREMENTS FOR MANUFACTURE AND WHOLESALE OF BEER; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That Section 6-169 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 6-169. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Barrel means thirty-one (31) gallons.

Beer means beer of alcoholic content and not more than five percent by weight or any other beverage of like alcoholic content.

SECTION II. That Section 6-173(e) of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

(e) Except as otherwise provided in this article no manufacturer, distributor or warehouseman shall sell beer to anyone except to a beer dealer holding a permit issued under this chapter.

SECTION III. That Section 6-207 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 6-207. Types designated.

The types of beer permits shall be as follows:

- (1) On-premises permit. An on-premises permit shall be issued for the consumption of beer on the premises. Provided the other requirements of this article are met, an on-premises permit shall be issued only to restaurants or eating places, nonprofit clubs, manufacturers, and for certain temporary permits.
- (2) Off-premises permit. An off-premises permit shall be issued for sale of both refrigerated and unrefrigerated beer to be consumed off the premises.
- (3) Multiple-type permit. A multiple-type permit constitutes both an on-premises permit and an off-premises permit and shall be issued for both on-premises consumption and off-premises consumption. Anyone who has consumed beer on the premises shall be prohibited from purchasing beer for off-premises consumption when leaving the premises. Provided the other requirements of this article are met, a multiple-type permit shall be issued only to restaurants or eating places, nonprofit clubs, manufacturers, and for certain temporary permits.
- (4) Manufacturer's permit. This permit shall be issued to manufacturers upon whose premises beer is brewed or otherwise manufactured. A manufacturer's permit may include certain on premises and/or off-premises retail sales, as hereinafter set out.
- (5) Wholesaler's permit. This permit shall be issued to operators who have a warehouse in the city and sell or otherwise distribute beer at wholesale.
- (6) Other permits. Permits that are otherwise authorized by this article.

SECTION IV. That Section 6-208 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 6-208. Application.

(a) Any person desiring a permit to manufacture beer in the city, distribute beer at wholesale from a warehouse located in the city limits or to sell beer at retail to patrons or customers in the city limits shall make an application to the beverage board for a permit in writing upon a form prescribed by it. Such application shall, at a minimum, contain the following:

- (1) The name and residence of the applicant and how long the applicant has resided there.
 - (2) The particular place for which the permit is desired, designating the place by street and number, if practicable, and, if not, by such other apt description as definitely locates it.
 - (3) The kind of permit desired.
 - (4) The name of the owner of the premises upon which the business is to be carried on.
 - (5) A statement that the applicant is a citizen of the United States or an alien lawfully residing in the United States or, if a syndicate or association, that all the members thereof are citizens of the United States or aliens lawfully residing in the United States.
 - (6) A statement that no person will be employed in the storage, sale, manufacture or distribution of such beverages except those who are citizens of the United States or aliens lawfully residing in the United States.
 - (7) A statement that the applicant will not engage in the sale, storage, manufacture or distribution of beer except at the place for which the permit is issued to such applicant, and that no sale, storage, manufacturing or distribution of such beverage will be made except in accordance with the permit granted.
 - (8) A statement that no sale will be made to persons under 21 years of age, except as provided by state law, that the applicant will not permit minors or disorderly or disreputable persons or persons connected with the violation of the liquor laws to loiter around the place of business.
 - (9) A statement that the applicant has not had a license or permit for the sale, storage, manufacture or distribution of legalized beer revoked.
 - (10) A statement that neither the applicant nor any person employed or to be employed by him in the distribution, storage, manufacture or sale of beer has ever been convicted of any violation of the law against prohibition, sale, manufacture, storage, distribution or transportation of intoxicating liquor or of any crime involving moral turpitude within the ten years preceding the filing of such application. For the purpose of this subsection, the term "moral turpitude" means premeditated murder, sex-related crimes, the selling of Schedule I and II controlled substances illegally and embezzlement.
 - (11) A statement that the applicant will conduct the business in person or as agent for the person, syndicate, association or joint stock company.
 - (12) A statement that no brewer, manufacturer, distributor or warehouseman of legalized beer has any interest in the business, financial or otherwise, or in the premises upon or in which the business to be permitted to sell beer at retail is to be carried on, except as permitted by T.C.A. § 57-5-101(c).
 - (13) A statement that the applicant is willing to be fingerprinted by the police department and to be investigated by municipal, county, state and federal law enforcement agencies concerning the applicant's background and record.
 - (14) A statement by the applicant that he agrees to comply with all of the laws of the United States, the state and the city.
 - (15) An oath or affidavit by the applicant that the facts set forth in the application are true.
- (b) Any applicant making a false statement in the application for a beverage permit shall forfeit such applicant's permit, and such applicant shall not be eligible to receive any permit for a period of ten years.
- (c) Any applicant who submits an application three times to the beverage board and has it rejected three times cannot reapply for a period of one year from the date of the last rejection.

SECTION V. That Section 6-211 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 6-211. Compliance with zoning prerequisite.

No permit shall be issued to any person to manufacture, sell or distribute beer from or at any place, premises or location which constitutes a nonconforming use under the city zoning laws and ordinances in effect at the time of application for such permit, including the distance requirements

contained in section 114-143 of this Code. However, this section 6-211 shall not apply to preexisting nonconforming uses.

SECTION VI. That Section 6-213 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by deleting the word "retail" in the caption, deleting the word "should" and inserting in its place the word "shall" in subsection (e) and to add new subsections (h) and (i) pertaining to manufacturer and wholesaler permits, to read as follows:

(h) Manufacturer's permit. Permits for the manufacture of beer shall be issued in accordance with the general requirements of this chapter and the following:

(1) A permit authorizing the manufacture, storage, sale and distribution of beer, not to be consumed on the premises of the manufacturer, except as otherwise provided hereinafter may be issued. In addition to the manufacture and storage of beer, a manufacturer's permit shall authorize the sale and distribution of the beer through the standard non-retail system to the extent allowed by applicable law.

(2) A manufacturer of beer can include in its application a request for the privilege of retail sale for on-premises and/or off premises consumption of the beer pursuant to T.C.A. § 57-5-101(c), at the manufacture's location or a site contiguous thereto for sales of not more than twenty-five thousand (25,000) barrels of beer annually for consumption on or off the premises.

(3) A manufacturer's permit that authorizes the manufacture of beer may include, pursuant to T.C.A. § 57-5-101(c), the privilege of conducting on-premises retail sales, even though it does not maintain or have a regularly conducted restaurant or eating place.

(4) A manufacturer's permit that authorizes the manufacture of beer and pursuant to T.C.A. § 57-5-101(c) the sale of beer for off-premises consumption shall be sold for off-premises consumption in sizes and containers that are made available through the general wholesale/retail distribution system, including such containers generally known as growlers.

(5) A manufacturer's permit that authorizes for retail sales may take place within the same store licensed by the state alcohol beverage commission for the sale of high alcohol content beer, provided the other requirements of this chapter are met.

(6) Documentation by the manufacturer of the number of barrels sold each calendar year may be required by the beverage board.

(i) Wholesaler's permit. Permits for the wholesale sale of beer for operators who have a warehouse in the city and sell or otherwise distribute beer at wholesale, shall be issued in accordance with the general requirements of this chapter and such rules established by the beverage board not in conflict with the provisions of this chapter.

SECTION VII. That this ordinance shall take effect from and after the date of its passage as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PASSED ON 1ST READING _____

PASSED ON 2ND READING _____

ARTICLE III. BEER*

*State law reference—Power of city to regulate beer, T.C.A. § 57-5-108.

DIVISION 1. GENERALLY

Sec. 6-169. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Barrel means thirty-one (31) gallons.

Beer means beer of alcoholic content and not more than five percent by weight or any other beverage of like alcoholic content.

(Code 1981, § 4-33; Code 1998, § 6-181)

Sec. 6-170. Beverage board.

(a) There is created for the administration of this chapter the beverage board. The board shall consist of nine members. The chief of police, the director of planning and the city recorder and treasurer shall be ex officio members of the board for whom designees may act in their absence. The remaining six members of the board shall be citizens of the city and members of the public at large, appointed by the mayor, with the advice and consent of the board of mayor and aldermen. They shall be appointed for staggered terms of not less than three years or until their respective successors are appointed and qualified.

(b) One of the appointed members shall have had at least five years of business or administrative experience in the ownership or operation of a retail enterprise; one member shall be, at the time of his appointment, licensed to practice law in the state; the remaining members shall be appointed at large. Members appointed to fill vacancies shall have the same general qualifications required for their predecessors. All appointed members shall be persons of good reputation having diverse interests and who have been actively identified with the development and improvement of the city.

(c) The board shall enforce and administer this chapter and the rules and regulations made by it.

(d) The board shall have and exercise the following functions, duties and powers:

(1) Issue all permits in respect to or for the manufacture, storage, distribution, transportation and sale of beer.

(2) Revoke or suspend any permit which is authorized by this chapter or charge a civil penalty as provided by state law. Any revocation or suspension of any permit shall be made by the board only on account of the violation of or refusal to comply with any of the sections of this chapter or any rule or regulation of the board, after not less than ten days' notice to the holder of the permit proposed to be revoked, informing such permittee of the time and place of the hearing to be held in respect thereto. All further procedures with reference to the revocation of any permit shall be fixed and prescribed in the rules and regulations adopted and promulgated by the board, which may be repealed or amended from time to time.

(3) Refuse to issue a permit as follows:

a. If, upon investigation, it finds that the applicant for a permit has concealed or misrepresented, in writing or otherwise, any material fact or circumstance concerning the operation of the business or employment or if the interest of the applicant in the operation of the business or employment is not truly stated in the application or if fraud or false swearing by the applicant touching any matter relating to the operation of the business or employment occurs. If a permit has been issued, the board shall issue a citation to the permittee to show cause why the permit should not be suspended or revoked. All data, written statements, affidavits, evidence or other documents submitted in support of an application shall be deemed to be a part of the application.

b. The board may determine that such issuance would be detrimental to public health, safety or morals.

(4) Summon any applicant for a permit and, also, summon and examine witnesses and administer oaths to such applicants and witnesses in making any investigation in regard thereto.

(5) Make, promulgate, alter, amend or repeal rules and regulations for the enforcement of this chapter.

(6) Prescribe all forms of applications and licenses and of all reports and all other papers and documents required to be used under or in the enforcement of this chapter.

(Code 1981, § 4-34; Code 1998, § 6-182; Ord. No. 5401, § III, 5-2-2006)

State law reference—Authority for beer board, T.C.A. § 57-5-106.

Sec. 6-171. Violations; revocation or suspension of permit.

Any person violating any section of this chapter shall be guilty of an offense, and, in addition to being subject to the penalties imposed for violation of this Code in section 1-14, any permit issued may be revoked or suspended by the beverage board, or in lieu thereof, charged a civil penalty as provided by state law.

(Code 1981, § 4-56; Code 1998, § 6-183; Ord. No. 5401, § IV, 5-2-2006)

Sec. 6-172. Sale, storage, manufacture, distribution as privilege.

The sale, storage, manufacture and distribution of beer in the city is a privilege. No person shall be deemed to have a property right in any permit issued under this article nor shall the permit itself or the enjoyment thereof be considered a property right.

(Code 1981, § 4-35; Code 1998, § 6-184)

Sec. 6-173. Restrictions upon distributors, wholesalers, warehousemen, manufacturers.

(a) All distributors, wholesalers, warehousemen and manufacturers of beer shall be duly licensed under the law to do business in the state.

(b) All distributors, wholesalers, manufacturers and warehousemen of beer having a place of business within the city shall locate the business in areas appropriately zoned.

(c) It shall be unlawful for any wholesaler, distributor, warehouseman or manufacturer of beer or for any of his salesmen or representatives to sell or deliver beer en route or from delivery vehicles to any person or place other than a holder of a valid retail beer permit.

(d) It shall be the duty of such wholesaler, distributor, warehouseman or manufacturer and his salesmen or representatives to ascertain whether or not such person or place has been issued a valid retail beer permit by the city.

(e) Except as otherwise provided in this article. No manufacturer, distributor, wholesaler or warehouseman shall sell beer to anyone except to a beer dealer holding a permit issued under this chapter.

(Code 1981, § 4-47; Code 1998, § 6-185)

Sec. 6-174. Dealing with minors.

(a) As used in this section, the term "minor" means any person who has not attained the age of 21 years of age, except as provided by state law.

(b) No permit holder shall sell, furnish, dispose of, give or cause to be sold, furnished, disposed of or given beer to a minor.

(c) It shall be unlawful for the management of any place where beer is sold to allow any minor to loiter about such place or business, and the burden of ascertaining the age shall be upon the owner or operator of such place of business.

(d) No person shall purchase beer for or at the request of a minor.

(e) No minor shall knowingly make a false statement or exhibit false identification to the effect that the minor is 21 years old or older to any person employed in the sale of beer for the purpose of purchasing or obtaining beer.

(f) It shall be unlawful for any person under the age of 21 years to sell, transport, dispense or have in his possession beer for any purpose; however, this shall not be construed as prohibiting any person 18 years of age or older from selling, transporting, possessing or dispensing beer in the course of his employment. (Code 1981, § 4-52; Code 1998, § 6-186; Ord. No. 4508, § 1, 4-21-1998)
State law reference—Similar provisions, T.C.A. § 57-5-301.

Sec. 6-175. Other prohibited sales.

It shall be unlawful for any permittee or other person to sell or furnish any beer to any person who is known to be insane or mentally defective or to any person who is visibly intoxicated or to any person who is known to habitually drink alcoholic beverages to excess or to any person who is known to be an habitual user of narcotics or other habit-forming drugs.
(Code 1981, § 4-54; Code 1998, § 6-187)

Sec. 6-176. Improper conduct on premises.

(a) The beverage board shall not issue a beer permit, and shall revoke the beer permit of any permittee, including, but not limited to, private clubs, who knowingly or intentionally permits or allows any person to appear in the establishment or on the premises for which the permit was issued and to:

- (1) Publicly or openly perform acts or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any other sexual acts prohibited by law;
- (2) Publicly or openly engage in the actual or simulated touching with the hand, facial area or mouth, or caressing, or fondling of the breasts, buttocks, anus or genitals;
- (3) Publicly or openly engage in the actual or simulated display to public view of any portion of the human male or female genitals, pubic area or buttocks with less than a fully opaque covering, the display of the female breast with less than a fully opaque covering of the areola, or the showing of covered male genitals in a discernibly turgid state;
- (4) Publicly or openly wear or use any device or covering exposed to public view which simulates the display to public view of any portion of the human male or female genitals, pubic area or buttocks with less than a fully opaque covering, the display of the female breast with less than a fully opaque covering of the areola, or the showing of covered male genitals in a discernibly turgid state;
- (5) Employ, use or allow any person in the sale or service of food, wine, beer or other alcoholic beverages while such person is publicly or openly unclothed or in such attire, costume or clothing as to expose to view any portion of the human male or female genitals, pubic area or buttocks with less than a fully opaque covering, the female breast with less than a fully opaque covering of the areola, or the showing of covered male genitals in a discernibly turgid state;
- (6) Employ, use or allow the services of any hostess or other person to mingle with patrons while such hostess or other person is unclothed or in such attire, costume or clothing as to expose to view any portion of the human male or female genitals, pubic area or buttocks with less than a fully opaque covering, the female breast with less than a fully opaque covering of the areola, or the showing of covered male genitals in a discernibly turgid state;
- (7) Publicly or openly permit any person to use artificial devices or any inanimate objects to depict any prohibited activities described in subsections (a)(1) through (6) of this section;
- (8) For the owner of the property or the owner of any business operated thereon or any employee thereof, allow or permit any person to remain in or upon the premises who is exposing to public view any portion of the human male or female genitals, pubic area or buttocks with less than a fully opaque covering, the female breast with less than a fully opaque covering of the areola, or the showing of covered male genitals in a discernibly turgid state; or
- (9) Publicly or openly show films, videotapes, laser discs, CD ROMS, electronic reproductions or other visual reproductions that involve movement depicting any of the following:

- a. Acts or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law;
- b. Any person being touched, caressed or fondled on the breasts, buttocks, anus or genitals;
- c. Scenes wherein the person displays the vulva, the anus or the genitals;

d. Scenes wherein artificial devices or inanimate objects are employed to depict, or drawings are employed to portray, any of the prohibited activities described in this subsection (a)(9).

(b) Nothing contained in this section shall be construed to prohibit persons of either sex from engaging in swimming or related activities while clad in attire customarily worn in the community for such purpose.

(c) Nothing contained in this section shall be construed to prohibit the broadcast or display of any television program subject to regulation by the Federal Communications Commission of the United States on the permitted premises.

(Code 1998, § 6-188; Ord. No. 4338, § 1, 2-4-1997)

Secs. 6-177—6-205. Reserved.

DIVISION 2. PERMITS

Sec. 6-206. Required.

It shall be unlawful for any person to sell, distribute, store or manufacture beer without first having made application to and obtained a permit from the beverage board.

(Code 1981, § 4-37; Code 1998, § 6-216)

Sec. 6-207. Types designated.

The types of beer permits shall be as follows:

(1) On-premises permit. An on-premises permit shall be issued for the consumption of beer on the premises. Provided the other requirements of this article are met, an on-premises permit shall be issued only to restaurants or eating places, nonprofit clubs, manufacturers, and for certain temporary permits.

(2) Off-premises permit. An off-premises permit shall be issued for sale of both refrigerated and unrefrigerated beer to be consumed off the premises.

(3) Multiple-type permit. A multiple-type permit constitutes both an on-premises permit and an off-premises permit and shall be issued for both on-premises consumption and off-premises consumption. Anyone who has consumed beer on the premises shall be prohibited from purchasing beer for off-premises consumption when leaving the premises. Provided the other requirements of this article are met, a multiple-type permit shall be issued only to restaurants or eating places, nonprofit clubs, manufacturers, and for certain temporary permits.

(4) Manufacturer's permit. This permit shall be issued to manufacturers upon whose premises beer is brewed or otherwise manufactured. A manufacturer's permit may include certain on premises and/or off-premises retail sales, as hereinafter set out.

(5) Wholesaler's permit. This permit shall be issued to operators who have a warehouse in the city and sell or otherwise distribute beer at wholesale.

(6) Other permits. Permits that are otherwise authorized by this article.

(Code 1981, § 4-38; Code 1998, § 6-217; Ord. No. 4062, §§ I, II, 6-20-1995)

Sec. 6-208. Application.

(a) Any person desiring a permit to manufacture beer in the city, distribute beer at wholesale from a warehouse located in the city limits or to sell beer at retail to patrons or customers in the city limits shall make an application to the beverage board for a permit in writing upon a form prescribed by it. Such application shall, at a minimum, contain the following:

- (1) The name and residence of the applicant and how long the applicant has resided there.
- (2) The particular place for which the permit is desired, designating the place by street and number, if practicable, and, if not, by such other apt description as definitely locates it.
- (3) The kind of permit desired.
- (4) The name of the owner of the premises upon which the business is to be carried on.

(5) A statement that the applicant is a citizen of the United States or an alien lawfully residing in the United States or, if a syndicate or association, that all the members thereof are citizens of the United States or aliens lawfully residing in the United States.

(6) A statement that no person will be employed in the storage, sale, manufacture or distribution of such beverages except those who are citizens of the United States or aliens lawfully residing in the United States.

(7) A statement that the applicant will not engage in the sale, storage, manufacture or distribution of beer except at the place for which the permit is issued to such applicant, and that no sale, storage, manufacturing or distribution of such beverage will be made except in accordance with the permit granted.

(8) A statement that no sale will be made to persons under 21 years of age, except as provided by state law, that the applicant will not permit minors or disorderly or disreputable persons or persons connected with the violation of the liquor laws to loiter around the place of business.

(9) A statement that the applicant has not had a license or permit for the sale, storage, manufacture or distribution of legalized beer revoked.

(10) A statement that neither the applicant nor any person employed or to be employed by him in the distribution, storage, manufacture or sale of beer has ever been convicted of any violation of the law against prohibition, sale, manufacture, storage, distribution or transportation of intoxicating liquor or of any crime involving moral turpitude within the ten years preceding the filing of such application. For the purpose of this subsection, the term "moral turpitude" means premeditated murder, sex-related crimes, the selling of Schedule I and II controlled substances illegally and embezzlement.

(11) A statement that the applicant will conduct the business in person or as agent for the person, syndicate, association or joint stock company.

(12) A statement that no brewer, manufacturer, distributor or warehouseman of legalized beer has any interest in the business, financial or otherwise, or in the premises upon or in which the business to be permitted to sell beer at retail is to be carried on, except as permitted by T.C.A. § 57-5-101(c).

(13) A statement that the applicant is willing to be fingerprinted by the police department and to be investigated by municipal, county, state and federal law enforcement agencies concerning the applicant's background and record.

(14) A statement by the applicant that he agrees to comply with all of the laws of the United States, the state and the city.

(15) An oath or affidavit by the applicant that the facts set forth in the application are true.

(b) Any applicant making a false statement in the application for a beverage permit shall forfeit such applicant's permit, and such applicant shall not be eligible to receive any permit for a period of ten years.

(c) Any applicant who submits an application three times to the beverage board and has it rejected three times cannot reapply for a period of one year from the date of the last rejection.

(Code 1981, § 4-39; Code 1998, § 6-218; Ord. No. 4258, §§ I, II, 7-16-1996)

Sec. 6-209. Moral character, criminal record of applicant.

No beer permit shall be issued except to a person of good moral character who has not been convicted of any violation of the laws against manufacturing, selling, transporting, storing, distributing or possessing intoxicating liquors or of selling or possessing beer illegally or of any crime involving moral turpitude, within ten years of the date of application, nor shall any permit be issued to any applicant that has a person, firm, corporation, syndicate, joint stock company or association having at least five percent ownership interest in the applicant or has officers or employees who have had such convictions. For the purposes of this section, the term "moral turpitude" includes, but is not limited to, premeditated murder, all sex-related crimes, selling of Schedule I and II controlled substances illegally and theft.

(Code 1981, § 4-41; Code 1998, § 6-219; Ord. No. 4258, § IV(4-41), 7-16-1996)

Sec. 6-210. Private clubs.

(a) No off-premises beer permit will be issued to a private club.

(b) A private club holding an on-premises permit shall not allow a person under the age of 21 years to be a member.

(Code 1998, § 6-220; Ord. No. 4258, § V(4-42), 7-16-1996)

Sec. 6-211. Compliance with zoning prerequisite.

No ~~retail~~ permit shall be issued to any person to manufacture, sell or distribute ~~sell~~ beer from or at any place, premises or location which constitutes a nonconforming use under the city zoning laws and ordinances in effect at the time of application for such permit, including the distance requirements contained in section 114-143 of this Code. However, this section 6-211 shall not apply to preexisting nonconforming uses.

(Code 1981, § 4-43; Code 1998, § 6-22 1)

Sec. 6-212. Separate permit required for each location.

A separate permit shall be obtained for each location at which and from which any applicant is to manufacture, store, distribute or sell beer. (Code 1981, § 4-44; Code 1998, § 6-222)

Sec. 6-213. General restrictions on issuance of ~~retail~~ permits and business operations.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Bona fide charitable or nonprofit organization means any corporation which has been recognized as exempt from federal taxes under section 50 1(c) of the Internal Revenue Code.

Bona fide political organization means any political campaign committee as defined in T.C.A. § 2-10-101(a) or any political party as defined in T.C.A. § 2-13-101.

Outdoor service area means a patio, deck, courtyard, or other outdoor area, where the permitted establishment provides service where the outdoor serving area is:

- (1) Contiguous to the exterior of the building in which the business is located;
- (2) Operated and controlled by the business; and
- (3) Fenced or surrounded on all sides except for designated entrances and exits. The fencing or surrounding barrier need not be permanent but must consist of a barrier not less than 40 inches high and must be constructed of a substantial material without gaps or spaces that would allow ingress and egress of the premises except through designated entrances and exits. Examples of substantial materials would include but not be limited to securely connected planters, decorative fencing or other decorative architectural or landscaping materials. An outdoor serving area may not include all or any part of an area otherwise used by the business or by the public for parking.

(b) Restaurants and eating places (on premises). The issuance of beer permits for restaurants and eating places pursuant to this chapter and the operation of such establishments shall be subject to the following:

- (1) Permits for the retail sale of beer for on-premises consumption shall be issued subject to the approval of the beverage board to the owner or operator of any regularly conducted restaurant or eating place. The applicant shall fulfill all other general requirements for the retail sale of beer prescribed in this chapter.
- (2) In addition, the restaurant or eating place shall be classified with a value of not less than passing as judged by appropriate state authorities.
- (3) No permit shall be issued to the owner or operator of any restaurant unless such owner or operator is the holder of a current, valid business license issued by the city.
- (4) If, after the issuance of a permit for on-premises consumption, the grade of passing is reduced by the appropriate state agency responsible for the grading of restaurants, the beverage board shall notify the permittee to appear before the beverage board to show cause why his permit should not be revoked. The beverage board shall have the authority to grant a temporary extension, not to exceed 90 days, for the permittee to make the corrections necessary and have the numerical grade increased to at least passing.

(5) The restaurant or eating place must be kept, used, maintained, advertised and held out to the public as a place where meals are served and where meals are actually and regularly served or provided with adequate and sanitary kitchen and dining room equipment and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for the permittee's guests. If it is shown that any permittee's premises are no longer meeting these regulations, the beverage board may cancel and revoke the permit.

(6) No beer shall be served at tables, stools or booths or in any other manner or place outside of the building except when a beverage permit includes an approved outdoor service area or sidewalk cafe dining facility.

(c) Nonprofit club permits.

(1) Club permits may be issued to allow the sale of beer to be consumed on the premises of any nonprofit association, organized and existing under the laws of the state, which has been in existence and operating as a nonprofit association for at least two years prior to the application for a permit. The club shall:

- a. Have at least 100 members regularly paying dues;
- b. Be organized and operated exclusively for pleasure, recreation and other nonprofit purposes, no part of the net earnings of which inures to the benefit of any shareholder or member; and
- c. Own, hire or lease a building or space therein for the reasonable use of its members with suitable kitchen and dining room space and equipment and maintaining and using a sufficient number of employees for cooking, preparing and serving meals for its members and guests.

(2) No member or officer, agent or employee of the club shall be paid or directly or indirectly receive, in the form of salary or other compensation, any profits from the sale of spirituous liquors, wines, champagnes or malt beverages beyond the amount of such salary as may be fixed by club members at an annual meeting or by the club's governing body out of the general revenue of the club.

(3) For the purpose of this subsection (c), tips which are added to the bills under club regulations shall not be considered as profits. The beverage board shall have specific authority through rules and regulations to define with specificity the terms used in this subsection (c) and to impose additional requirements upon applicants seeking a club permit not inconsistent with the definition in this subsection.

(d) Off-premises merchant's permits. Off-premises permits shall be issued only to bona fide merchants who have been licensed to conduct a merchandising business in the city. For the purpose of this subsection, the term "bona fide merchants" means persons regularly operating and conducting business to serve the public on a regular basis, with regular business hours of operation. However, no such off-premises permit shall hereafter be issued for the sale of beer at any place of business where the sale of beer is to be made directly to an automobile and its occupants by means of drive-in window facility. It shall be unlawful to sell or give beer through a drive-in window to an automobile, its occupants or to any person outside the drive-in window. It shall be unlawful for any permittee to construct a drive-in window or to alter in any manner his place of business so as to permit the sale of beer through a drive-in window to an automobile, its occupants or to any person outside the drive-in window.

(e) Temporary (special event) permits. Temporary beer licenses or permits ~~should~~ shall be governed by the following provisions:

(1) Newly annexed business: Temporary beer licenses or permits not to exceed 30 days' duration may be issued at the discretion of the secretary of the beverage board to newly annexed businesses which hold a valid county beer permit. The beverage board, at its next regular meeting, may make only one extension of the temporary permit for no longer than 30 days.

(2) One event permit for private businesses: Temporary beer licenses or permits not to exceed 24-hour duration may be issued by the beverage board at the request of the applicant upon the same conditions governing permanent permits. For the purposes of these provisions, the same conditions governing permanent permits shall apply to temporary permits and shall include the application for a temporary beer license or permit, a fee of \$50.00, and a written plan detailing how the event will be conducted in order to

provide for a safe and controlled environment. Such a temporary license or permit shall not allow the sale, storage or manufacture of beer on publicly owned property.

(3) One event permits for nonprofit organizations: A temporary license authorizing the sale of beer on public property may be issued to a bona fide charitable or nonprofit organization or bona fide political organization, subject to the approval of the appropriate governmental authority charged with the management of such publicly owned property and the beverage board. Documents showing evidence of the type of organization shall be submitted with the application. Such a temporary license or permit shall be limited to two events per organization in any 12- month period.

(4) Multiple event permit for nonprofit organizations: Subject to the submission of a proper application and the payment of the application fee, the beverage board is authorized and empowered in its discretion to issue special event licenses to bona fide charitable or nonprofit organization for special events with the duration of said license being for a period of not more than one year. No single special event shall be longer than 72 hours in duration. The beverage board may issue a special event license under such terms, conditions, rules and regulations as the beer board may establish which are not inconsistent with state law regulating the sale of beer.

(5) Notice of intent to conduct a special event. Any person, organization or other entity with a special event license conducting an event during which beer is to be sold shall provide at least 30 days' advance written notice to the chairperson of the beverage board, with a copy to the city recorder, of the intent to conduct such a special event. The notice required by this part shall include, but not necessarily be limited to, the following information:

- a. Date and time of the event;
- b. The sponsor of the event;
- c. The specific location where any beer is to be sold outside;
- d. Any plans for proposed temporary closure of public rights-of-way;
- e. Plans for security and policing of the event;
- f. The anticipated number of persons attending the event;
- g. Plans for clean up during and after the event;
- h. Plans for sanitary facilities and for safety inspections as determined needed by the fire department;
- i. Indemnification: A written agreement that will indemnify and hold the city, its officials and employees harmless from any claim resulting from the event; and
- j. Liability insurance: Provide to the city from an insurance company authorized to do business in the state a comprehensive general liability insurance policy, applicable to the serving of beer at the event and providing insurance coverage for all liabilities including death, personal injury or property damage, arising out of, or in any way related to, the event described, in the amount of \$1,000,000.00 combined single limits. Such insurance shall be in a form satisfactory to the city's risk manager, shall include an endorsement naming the city as additional insured under the coverage afforded, shall be primary and noncontributing with respect to any other insurance available to the city, shall contain a severability of interest (cross liability) clause, and shall require the insurer to provide to the city at least 30 days' prior notice of cancellation. Proof of such insurance, also in a form satisfactory to the city's risk manager, shall be filed with the risk manager prior to the date of the event of the sponsoring organization.

Upon receipt of the notice as required in this subsection (e)(5), the proposed special event shall be placed on the agenda of the beverage board for its next regularly scheduled meeting following receipt of the notice, and the sponsor of the proposed event shall send a representative or representatives (both a representative of the nonprofit organization and a representative of the professional organization running the event, if applicable) to the beverage board meeting to address any questions or issues arising out of the proposed special event.

(6) The Downtown District: The beverage board is hereby authorized and empowered in its discretion to permit the sale of beer in the downtown district, being the area bounded by Main Street, Clinchfield Street, Sullivan Street and Wexler Street, and also including the area across Main Street in the 100 and 200 blocks, to a bona fide charitable or nonprofit organization holding a temporary permit or a special event license at such times and events and under such terms, conditions, rules and regulations as the beverage board may establish which are not inconsistent with state law regulating the sale of beer, and

including the temporary closure of public rights-of-way within the area with the express permission and cooperation of the city police department and city transportation department.

(f) Purchase from source other than licensee prohibited. No charitable, nonprofit or political organization possessing a temporary permit or special occasion licenses shall purchase for sale or distribution beer from any source other than a licensee as provided pursuant to state law.

(g) Special permits for sale in certain areas. Beer permits shall not be valid for any sidewalk, street, alley, or other public right-of-way contiguous or adjacent to the permitted establishment. Provided, however, in the downtown business area, as defined in section 90-74, the beverage board may issue a special beer permit for such areas, if the permitted establishment obtains and maintains a permit for sidewalk cafe dining facility from the department of public works as set out in chapter 90, article III, division 2, pertaining to sidewalk dining facilities. The sale, service or distribution of beer in the sidewalk cafe dining facility shall be under terms, conditions, rules and regulations as the beverage board shall establish, including but not limited to the length and periods of time during which a special permit may be valid, which are not inconsistent with state law regulating the sale of beer. Such terms, conditions, rules, and regulations may include the requirement of the submission to the beverage board of the following information:

- (1) The identity of such person who is requesting the special permit;
- (2) The site plan for the outdoor seating area showing where any beer is to be sold, served, or consumed, the specific location of any furniture and equipment and how the area of public right-of-way is to be separated from the remainder the public right-of-way or property;
- (3) The safety and liability measures already taken and those that shall continue to be taken by such person with respect to the outdoor serving area.

The person requesting the special permit shall send representatives to the beverage board meeting to address any questions or issues that may arise regarding the request. Notwithstanding any other provisions of this chapter to the contrary, beer shall not be dispensed from any outdoor bar or serving station. Further, the issuance of a special permit by the beverage board pursuant to this subsection (g) does not authorize any person to utilize the public right-of-way in the downtown business area for any purpose without express permission granted by the department of public works in the form of a permit for a sidewalk cafe dining facility.

(h) Manufacturer's permit. Permits for the manufacture of beer shall be issued in accordance with the general requirements of this chapter and the following:

(1) A permit authorizing the manufacture, storage, sale and distribution of beer, not to be consumed on the premises of the manufacturer, except as otherwise provided hereinafter, may be issued. In addition to the manufacture and storage of beer, a manufacturer's permit shall authorize the sale and distribution of the beer through the standard non-retail system to the extent allowed by applicable law.

(2) A manufacturer of beer can include in its application a request for the privilege of retail sale for on-premises and/or off premises consumption of the beer, pursuant to T.C.A. § 57-5-101(c), at the manufacture's location or a site contiguous thereto for sales of not more than twenty-five thousand (25,000) barrels of beer annually for consumption on or off the premises.

(3) A manufacturer's permit that authorizes the manufacture of beer may include, pursuant to T.C.A. § 57-5-101(c), the privilege of conducting on-premises retail sales, even though it does not maintain or have a regularly conducted restaurant or eating place.

(4) A manufacturer's permit that authorizes the manufacture of beer and pursuant to T.C.A. § 57-5-101(c) the sale of beer manufactured on the premises at retail for off-premises consumption, the beer shall be sold for off-premises consumption in sizes and containers that are made available through the general wholesale/retail distribution system, including such containers generally known as growlers.

(5) A manufacturer's permit that authorizes for retail sales may take place within the same store licensed by the state alcohol beverage commission for the sale of high alcohol content beer, provided the other requirements of this chapter are met.

(6) Documentation by the manufacturer of the number of barrels sold each calendar year may be required by the beverage board.

(i) Wholesaler's permit. Permits for the wholesale sale of beer for operators who have a warehouse in the city and sell or otherwise distribute beer at wholesale, shall be issued in accordance with the general requirements of this chapter and such rules established by the beverage board not in conflict with the provisions of this chapter.

(Code 1981, § 4-48; Code 1998, § 6-223; Ord. No. 4258, § VI, 7-16-1996; Ord. No. 4457, § 1, 11-18-1997; Ord. No. 5401, § V, 5-2-2006; Ord. No. 5810, §§ IV, V, 2-17-2009)

Sec. 6-214. Inspection of premises.

It shall be the duty of the police department to inspect the place of business and premises of the holder of a permit issued under this division. It shall be unlawful for any permittee to refuse to permit any such inspection during any time that such place is open for business.

(Code 1981, § 4-55; Code 1998, § 6-224)

Sec. 6-215. Display.

Every person issued a permit under this division shall display and keep displayed his beer permit in a conspicuous place on the premises where he is licensed to conduct such business.

(Code 1981, § 4-45; Code 1998, § 6-225)

Sec. 6-216. Transferability.

(a) Beer permits and receipts for the payment of any fees required to be paid pursuant to the provisions of this chapter shall not be transferable. The holder of a beer permit may not sell, give, trade, assign, or transfer the permit to any other person, firm, corporation, or other entity. When any permittee intends to cease to engage in the beer business, he shall notify the secretary of the board, in writing, of that intent at least 15 days in advance of the cessation.

(b) When any permittee shall cease to engage in the beer business, changes ownership, relocates the business or changes the name of the business, including, but not limited to, a trade name, a "doing business as" name, the name used by the business to the public, or in any other manner, the permit shall automatically expire or terminate, and such permit shall be immediately surrendered to the city recorder.

(Code 1981, § 4-46; Code 1998, § 6-226; Ord. No. 4337, § 1, 2-4-1997)

Sec. 6-217. Establishment of regular hours of operation.

(a) Every person issued a permit under this division shall establish regular hours of operation, and such hours shall be submitted to the secretary of the beverage board in writing and shall be posted in the establishment at all times. No change of operational hours will be permitted without submitting the hours in writing to the secretary of the board, and any deviation from those hours could be cause for suspension or revocation of the permit.

(b) A permit will be void if an establishment does not operate the business during its normal operational hours for 30 days or more without a specific variance from the beverage board for good cause shown.

(Code 1998, § 6-227; Ord. No. 4258, § III(4-40), 7-16-1996)

Sec. 6-218. Hours of operation.

It shall be unlawful for any permit holder to sell, furnish, dispose of or give or cause to be sold, furnished, disposed of or given beer between the hours of 3:00 a.m. and 8:00 a.m. on weekdays or between the hours of 3:00 a.m. and 12:00 noon on Sundays. No beer shall be consumed or opened for consumption on or about any premises permitted under this division, in either bottle, glass or other container after 3:15 a.m.

(Code 1981, § 4-50; Code 1998, § 6-228)

State law reference—Authority for fixing of hours by municipality, T.C.A. § 57-5-301.

Sec. 6-219. Loitering around place of business.

It shall be unlawful for any person issued a permit under this division to allow a person to loiter around the place of business.

(Code 1981, § 4-53; Code 1998, § 6-229)



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY15 Operating Budgets and Various Projects

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

Action Form No.: AF-301-2014
 Work Session: December 1, 2014
 First Reading: December 2, 2014

Final Adoption: **December 16, 2014**
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the ordinance.

Executive Summary:


The Visitor's Enhancement Board approved to fund the Aquatic Center \$68,000 for the climbing wall, scoreboard and timing system. This ordinance will transfer \$68,000 from the VEP operating budget to the Aquatic Center operating budget and it will transfer \$3,510 from the Visitor's Enhancement Fund and \$1,490 from the General Fund to the Veteran's Memorial project to help fund a temporary employee for the Veterans Memorial project.

The General Project Funds will be amended by appropriating \$7,005 in contributions to the Library Building Fund and by transferring \$84,748 from the Land Acquisition project to the City Hall/Facilities project for renovations.

The MPO Project Fund will be adjusted by transferring \$7,040 to the State Route 93 & Pavilion Drive project, to the State Route 126/Memorial Blvd. project, to the Kingsgate Crossing Road project and to the Broad Street Enhancement Grant project to cover TDOT expenses.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

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

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

SECTION I. That the Visitor's Enhancement Fund budget be amended by transferring funds to the Aquatic Center in the amount of \$68,000 to fund the climbing wall and scoreboard and timing system; and by transferring funds to the Veteran's Memorial Phase 2 project (NC1503) in the amount of \$3,510.

SECTION II. That the General Fund budget be amended by transferring \$1,490 to the Veteran's Memorial project Phase 2 (NC1503) and by transferring \$1,000 from the Veteran's Memorial project Phase 2 (GP1200) to the Veterans Memorial Project (NC1503); and that the General Project Fund budget be amended by appropriating funds received from contributions and interest earnings in the amount of \$7,005 to the Library Building Fund (GP0924), by transferring \$84,748 from the GO Land Acquisition project (GP1218) to the City Hall/Facility Improvements project (GP1522) and close project (GP1218).

SECTION III. That the MPO Project Fund budget be amended by transferring funds from the Resurfacing Granby/Lewis Ln./University Blvd. project (MPO11B) in the amount of \$7,040 to the ST. Route 93 & Pavilion project. (GP0820 in the amount of \$361, to the State Route 126/Memorial Blvd. project (GP0514) in the amount of \$335, to the Kingsgate Crossing Road project (GP0113) in the amount of \$6,314 and to the Broad Street Enhancement Grant project (GP0304) in the amount of \$30.

Account Number/Description:

Fund 135: Visitor's Enhancement Fund

Revenues:

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
	\$	\$	\$
135-0000-315-2000 Motel Room Occupancy Tax	340,000	20,000	360,000
135-0000-392-0100 Fund Balance Appropriation	1,057	40,000	41,057
Totals:	341,057	60,000	401,057

Expenditures:

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
	\$	\$	\$
135-4804-481-7039 Transfer to Aquatic Center	100,000	68,000	168,000
135-4890-481-6087 Reserv. For VEP Project	41,500	(11,510)	29,990
135-4804-481-7036 Transfer to Gen. Proj. Fund	0	3,510	3,510
Totals:	141,500	60,000	201,500

Fund 419: Aquatic Center Fund

<u>Revenues:</u>	\$	\$	\$
419-0000-391-6900 From VEP Fund	100,000	68,000	168,000
<i>Totals:</i>	100,000	68,000	168,000

<u>Expenditures:</u>	\$	\$	\$
419-5019-501-1010 Salaries & Wages	346,535	68,000	414,535
<i>Totals:</i>	346,535	68,000	414,535

Fund 311: General Project Fund
Library Building Fund (GP0924)

<u>Revenues:</u>	\$	\$	\$
311-0000-361-1000 Earnings On Invest.	0	825	825
311-0000-364-1000 Contributions/Individual	25,638	6,180	31,818
<i>Totals:</i>	25,638	7,005	32,643

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-9003 Improvements	25,638	7,005	32,643
<i>Totals:</i>	25,638	7,005	32,643

Fund 311: General Project Fund
Veterans Memorial PH 2 (GP1200)

<u>Revenues:</u>	\$	\$	\$
311-0000-364-3000 From Non-Profits	1,000	(1,000)	0
<i>Totals:</i>	1,000	(1,000)	0

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2022 Construction Contracts	500	(500)	0
311-0000-601-3022 Maintenance Supplies	500	(500)	0
<i>Totals:</i>	1,000	(1,000)	0

Fund 111: General Projec-Special Rev. Fund
Veterans Memorial PH 2 (NC1503)

<u>Revenues:</u>	\$	\$	\$
111-0000-364-3000 From Non-Profits	0	1,000	1,000
111-0000-391-0100 From General Fund	0	1,490	1,490
111-0000-391-6900 From VEP Fund	0	3,510	3,510
<i>Totals:</i>	0	6,000	6,000

<u>Expenditures:</u>	\$	\$	\$
111-0000-601-2022 Construction Contracts	0	500	500
111-0000-601-2075 Temporary Employees	0	5,000	5,000
111-0000-601-3022 Maintenance Supplies	0	500	500
<i>Totals:</i>	0	6,000	6,000

Fund 110: General Fund**Expenditures:**

110-4810-481-2020 Electric Expense
 110-4804-481-7035 To General Proj. Fund

Totals:

\$	\$	\$
1,490	(1,490)	0
606,761	1,490	608,251
608,251	0	608,251

Fund 311: General Project Fund**GO Land Acquisition (GP1218)****Revenues:**

311-0000-368-1040 Series 2011 GO Pub Imp
 311-0000-368-2101 Premium From Bond Sale

Totals:

\$	\$	\$
90,409	(84,748)	5,661
7,955	0	7,955
98,364	(84,748)	13,616

Expenditures:

311-0000-601-4041 Bond Expense
 311-0000-601-9001 Land

Totals:

\$	\$	\$
13,616	0	13,616
84,748	(84,748)	0
98,364	(84,748)	13,616

Fund 311: General Project Fund**City Hall/Facility Improvements (GP1522)****Revenues:**

311-0000-368-1040 Series 2011 GO Pub Imp
 311-0000-368-1047 Series 2014 A GO Pub Imp
 311-0000-368-2101 Premium From Bond Sale

Totals:

\$	\$	\$
0	84,748	84,748
137,475	0	137,475
14,396	0	14,396
151,871	84,748	236,619

Expenditures:

311-0000-601-2023 Arch/Eng/Landscaping
 311-0000-601-4041 Bond Expense
 311-0000-601-9003 Improvements

Totals:

\$	\$	\$
9,000	0	9,000
1,871	0	1,871
141,000	84,748	225,748
151,871	84,748	236,619

Fund 311: General Project Fund**ST Route 93 & Pavillion Dr. (GP0820)****Revenues:**

311-0000-361-2200 Int. LGIP
 311-0000-391-0100 From General Fund
 311-0000-391-3300 From Eastman Annex

Totals:

\$	\$	\$
92	0	92
7,968	361	8,329
7,754	0	7,754
15,814	361	16,175

Expenditures:

311-0000-601-2023 Arch/Eng/Landscaping

\$	\$	\$
600	0	600

311-0000-601-9001 Land	2,400	0	2,400
311-0000-601-9003 Improvements	12,814	361	13,175
Totals:	15,814	361	16,175

Fund 311: General Project Fund
State RTE 126/Mem. Blvd. (GP0514)

Revenues:	\$	\$	\$
311-0000-332-9000 Dept. of Transportation	100,000	0	100,000
311-0000-391-0100 From General Fund	0	335	335
Totals:	100,000	335	100,335

Expenditures:	\$	\$	\$
311-0000-601-9003 Improvements	100,000	335	100,335
Totals:	100,000	335	100,335

Fund 311: General Project Fund
Kingsgate Crossing Road (GP0113)

Revenues:	\$	\$	\$
311-0000-391-0100 From General Fund	545,922	6,314	552,236
Totals:	545,922	6,314	552,236

Expenditures:	\$	\$	\$
311-0000-601-2022 Construction Contracts	545,922	(135,773)	410,149
311-0000-601-2031 Electric Street Lights	0	10,715	10,715
311-0000-601-9001 Land	0	131,372	131,372
Totals:	545,922	6,314	552,236

Fund 311: General Project Fund
Broad St. Enhancement Grant (GP0304)

Revenues:	\$	\$	\$
311-0000-337-0424 Division of Forestry	1,000	0	1,000
311-0000-337-4300 Fed Through State/ISTEA	252,474	0	252,474
311-0000-337-6976 Surface Transport Prog.	170,000	0	170,000
311-0000-391-0100 From General Fund	234,426	30	234,456
311-0000-391-1100 From Eastman Annex	97,500	0	97,500
311-0000-391-1400 From Community Develop.	40,000	0	40,000
Totals:	795,400	30	795,430

Expenditures:	\$	\$	\$
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311-0000-601-1010	Salaries & Wages	400	0	400
311-0000-601-1020	Social Security	100	0	100
311-0000-601-1030	Health Insurance	275	0	275
311-0000-601-1040	Retirement	135	0	135
311-0000-601-1050	Life Ins	10	0	10
311-0000-601-1052	Long Term Disability	10	0	10
311-0000-601-1060	Workmen's Comp	30	0	30
311-0000-601-1061	Unemployment	40	0	40
311-0000-601-2022	Construction Contracts	647,641	30	647,671
311-0000-601-2023	Arch/Eng/Landscaping	134,857	0	134,857
311-0000-601-3051	Landscaping	11,902	0	11,902
Totals:		795,400	30	795,430

Fund 122: MPO Fund

RESRF Granby/Lewis/Unibvd (MPO11B)

Revenues:

122-0000-337-5210	FHWA/TN FHWA 80%	\$ 1,175,423	\$ 0	\$ 1,175,423
122-0000-391-0100	From General Fund	455,946	(7,040)	448,906
Totals:		1,631,369	(7,040)	1,624,329

Expenditures:

122-0000-609-2010	Advertising & Publication	\$ 303	\$ 0	\$ 303
122-0000-609-2022	Construction Contracts	1,499,766	6,081	1,505,847
122-0000-609-2023	Arch/Eng/Landscaping	131,300	(13,121)	118,179
Totals:		1,631,369	(7,040)	1,624,329

Fund 110: General Fund

110-4804-481-7052	To MPO Fund	55,700	(7,040)	48,660
110-4804-481-7036	To General Proj Fund	1,490	7,040	8,530
Totals:		57,190	0	57,190

SECTION IV. 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.

DENNIS PHILLIPS, 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

Consideration of an Ordinance to Amend the FY15 Operating Budgets and Various Projects

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

Action Form No.: AF-301-2014
Work Session: December 1, 2014
First Reading: December 2, 2014

Final Adoption: December 16, 2014
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

Recommendation:

Approve the ordinance.

Executive Summary:

The Visitor's Enhancement Board approved to fund the Aquatic Center \$68,000 for the climbing wall, scoreboard and timing system. This ordinance will transfer \$68,000 from the VEP operating budget to the Aquatic Center operating budget and it will transfer \$3,510 from the Visitor's Enhancement Fund and \$1,490 from the General Fund to the Veteran's Memorial project to help fund a temporary employee for the Veterans Memorial project.

The General Project Funds will be amended by appropriating \$7,005 in contributions to the Library Building Fund and by transferring \$84,748 from the Land Acquisition project to the City Hall/Facilities project for renovations.

The MPO Project Fund will be adjusted by transferring \$7,040 to the State Route 93 & Pavilion Drive project, to the State Route 126/Memorial Blvd. project, to the Kingsgate Crossing Road project and to the Broad Street Enhancement Grant project to cover TDOT expenses.

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

ORDINANCE NO. _____

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

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

SECTION I. That the Visitor's Enhancement Fund budget be amended by transferring funds to the Aquatic Center in the amount of \$68,000 to fund the climbing wall and scoreboard and timing system; and by transferring funds to the Veteran's Memorial Phase 2 project (NC1503) in the amount of \$3,510.

SECTION II. That the General Fund budget be amended by transferring \$1,490 to the Veteran's Memorial project Phase 2 (NC1503) and by transferring \$1,000 from the Veteran's Memorial project Phase 2 (GP1200) to the Veterans Memorial Project (NC1503); and that the General Project Fund budget be amended by appropriating funds received from contributions and interest earnings in the amount of \$7,005 to the Library Building Fund (GP0924), by transferring \$84,748 from the GO Land Acquisition project (GP1218) to the City Hall/Facility Improvements project (GP1522) and close project (GP1218).

SECTION III. That the MPO Project Fund budget be amended by transferring funds from the Resurfacing Granby/Lewis Ln./University Blvd. project (MPO11B) in the amount of \$7,040 to the ST. Route 93 & Pavilion project. (GP0820 in the amount of \$361, to the State Route 126/Memorial Blvd. project (GP0514) in the amount of \$335, to the Kingsgate Crossing Road project (GP0113) in the amount of \$6,314 and to the Broad Street Enhancement Grant project (GP0304) in the amount of \$30.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 135: Visitor's Enhancement Fund</u>			
<u>Revenues:</u>	\$	\$	\$
135-0000-315-2000 Motel Room Occupancy Tax	340,000	20,000	360,000
135-0000-392-0100 Fund Balance Appropriation	1,057	40,000	41,057
<i>Totals:</i>	341,057	60,000	401,057
<u>Expenditures:</u>	\$	\$	\$
135-4804-481-7039 Transfer to Aquatic Center	100,000	68,000	168,000
135-4890-481-6087 Reserv. For VEP Project	41,500	(11,510)	29,990
135-4804-481-7036 Transfer to Gen. Proj. Fund	0	3,510	3,510
<i>Totals:</i>	141,500	60,000	201,500

Fund 419: Aquatic Center Fund

Revenues:

419-0000-391-6900 From VEP Fund

Totals:

\$	\$	\$
100,000	68,000	168,000
100,000	68,000	168,000

Expenditures:

419-5019-501-1010 Salaries & Wages

Totals:

\$	\$	\$
346,535	68,000	414,535
346,535	68,000	414,535

Fund 311: General Project Fund**Library Building Fund (GP0924)****Revenues:**

311-0000-361-1000 Earnings On Invest.

311-0000-364-1000 Contributions/Individual

Totals:

\$	\$	\$
0	825	825
25,638	6,180	31,818
25,638	7,005	32,643

Expenditures:

311-0000-601-9003 Improvements

Totals:

\$	\$	\$
25,638	7,005	32,643
25,638	7,005	32,643

Fund 311: General Project Fund**Veterans Memorial PH 2 (GP1200)****Revenues:**

311-0000-364-3000 From Non-Profits

Totals:

\$	\$	\$
1,000	(1,000)	0
1,000	(1,000)	0

Expenditures:

311-0000-601-2022 Construction Contracts

311-0000-601-3022 Maintenance Supplies

Totals:

\$	\$	\$
500	(500)	0
500	(500)	0
1,000	(1,000)	0

Fund 111: General Projec-Special Rev. Fund**Veterans Memorial PH 2 (NC1503)****Revenues:**

111-0000-364-3000 From Non-Profits

311-0000-391-0100 From General Fund

311-0000-391-6900 From VEP Fund

Totals:

\$	\$	\$
0	1,000	1,000
0	1,490	1,490
0	3,510	3,510
0	6,000	6,000

Expenditures:

311-0000-601-2022 Construction Contracts

311-0000-601-2075 Temporary Employees

311-0000-601-3022 Maintenance Supplies

Totals:

\$	\$	\$
0	500	500
0	5,000	5,000
0	500	500
0	6,000	6,000

Fund 110: General Fund**Expenditures:**

110-4810-481-2020 Electric Expense
 110-4804-481-7036 To General Proj. Fund

Totals:

\$	\$	\$
1,490	(1,490)	0
0	1,490	1,490
1,490	0	1,490

Fund 311: General Project Fund**GO Land Acquisition (GP1218)****Revenues:**

311-0000-368-1040 Series 2011 GO Pub Imp
 311-0000-368-2101 Premium From Bond Sale

Totals:

\$	\$	\$
90,409	(84,748)	5,661
7,955	0	7,955
98,364	(84,748)	13,616

Expenditures:

311-0000-601-4041 Bond Expense
 311-0000-601-9001 Land

Totals:

\$	\$	\$
13,616	0	13,616
84,748	(84,748)	0
98,364	(84,748)	13,616

Fund 311: General Project Fund**City Hall/Facility Improvements (GP1522)****Revenues:**

311-0000-368-1040 Series 2011 GO Pub Imp
 311-0000-368-1047 Series 2014 A GO Pub Imp
 311-0000-368-2101 Premium From Bond Sale

Totals:

\$	\$	\$
0	84,748	84,748
137,475	0	137,475
14,396	0	14,396
151,871	84,748	236,619

Expenditures:

311-0000-601-2023 Arch/Eng/Landscaping
 311-0000-601-4041 Bond Expense
 311-0000-601-9003 Improvements

Totals:

\$	\$	\$
9,000	0	9,000
1,871	0	1,871
141,000	84,748	225,748
151,871	84,748	236,619

Fund 311: General Project Fund**ST Route 93 & Pavillion Dr. (GP0820)****Revenues:**

311-0000-361-2200 Int. LGIP
 311-0000-391-0100 From General Fund
 311-0000-391-3300 From Eastman Annex

Totals:

\$	\$	\$
92	0	92
7,968	361	8,329
7,754	0	7,754
15,814	361	16,175

Expenditures:

311-0000-601-2023 Arch/Eng/Landscaping

\$	\$	\$
600	0	600

311-0000-601-9001 Land	2,400	0	2,400
311-0000-601-9003 Improvements	12,814	361	13,175
Totals:	15,814	361	16,175

Fund 311: General Project Fund
State RTE 126/Mem. Blvd. (GP0514)

Revenues:	\$	\$	\$
311-0000-332-9000 Dept. of Transportation	100,000	0	100,000
311-0000-391-0100 From General Fund	0	335	335
Totals:	100,000	335	100,335

Expenditures:	\$	\$	\$
311-0000-601-9003 Improvements	100,000	335	100,335
Totals:	100,000	335	100,335

Fund 311: General Project Fund
Kingsgate Crossing Road (GP0113)

Revenues:	\$	\$	\$
311-0000-391-0100 From General Fund	545,922	6,314	552,236
Totals:	545,922	6,314	552,236

Expenditures:	\$	\$	\$
311-0000-601-2022 Construction Contracts	545,922	(135,773)	410,149
311-0000-601-2031 Electric Street Lights	0	10,715	10,715
311-0000-601-9001 Land	0	131,372	131,372
Totals:	545,922	6,314	552,236

Fund 311: General Project Fund
Broad St. Enhancement Grant (GP0304)

Revenues:	\$	\$	\$
311-0000-337-0424 Division of Forestry	1,000	0	1,000
311-0000-337-4300 Fed Through State/ISTEA	252,474	0	252,474
311-0000-337-6976 Surface Transport Prog.	170,000	0	170,000
311-0000-391-0100 From General Fund	234,426	30	234,456
311-0000-391-1100 From Eastman Annex	97,500	0	97,500
311-0000-391-1400 From Community Develop.	40,000	0	40,000
Totals:	795,400	30	795,430

Expenditures:	\$	\$	\$
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311-0000-601-1010	Salaries & Wages	400	0	400
311-0000-601-1020	Social Security	100	0	100
311-0000-601-1030	Health Insurance	275	0	275
311-0000-601-1040	Retirement	135	0	135
311-0000-601-1050	Life Ins	10	0	10
311-0000-601-1052	Long Term Disability	10	0	10
311-0000-601-1060	Workmen's Comp	30	0	30
311-0000-601-1061	Unemployment	40	0	40
311-0000-601-2022	Construction Contracts	647,641	30	647,671
311-0000-601-2023	Arch/Eng/Landscaping	134,857	0	134,857
311-0000-601-3051	Landscaping	11,902	0	11,902
Totals:		795,400	30	795,430

Fund 122: MPO Fund

RESRF Granby/Lewis/Unibvd (MPO11B)

Revenues:

122-0000-337-5210	FHWA/TN FHWA 80%	\$ 1,175,423	\$ 0	\$ 1,175,423
122-0000-391-0100	From General Fund	455,946	(7,040)	448,906
Totals:		1,631,369	(7,040)	1,624,329

Expenditures:

122-0000-609-2010	Advertising & Publication	\$ 303	\$ 0	\$ 303
122-0000-609-2022	Construction Contracts	1,499,766	6,081	1,505,847
122-0000-609-2023	Arch/Eng/Landscaping	131,300	(13,121)	118,179
Totals:		1,631,369	(7,040)	1,624,329

Fund 110: General Fund

110-4804-481-7052	To MPO Fund	55,700	(7,040)	48,660
110-4804-481-7036	To General Proj Fund	1,490	7,040	8,530
Totals:		57,190	0	57,190

SECTION IV. 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.

DENNIS PHILLIPS, 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

Consideration of an Ordinance to Amend the FY 2015 General Purpose School Fund Budget

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

Action Form No.: AF-320-2014
 Work Session: December 1, 2014
 First Reading: December 2, 2014

Final Adoption: **December 16, 2014**
 Staff Work By: David Frye
 Presentation By: Mrs. Upshaw, Dr. Ailshie

Recommendation:

Approve the Ordinance.

Executive Summary:

This budget ordinance will fund a bonus for 1,135 Kingsport City School employees. The Board of Education will consider budget amendment number three at their December 4, 2014 meeting, if the ordinance is approved by the Board of Mayor and Aldermen at the December 2, 2014 meeting. This is a taxable transaction to employees, so in order to not affect take-home pay the employees pay will be grossed-up to cover the deductions for FIT and FICA. The increase in estimated revenue is from Fund Balance appropriations. Increases in appropriations include \$258,530 in various Other Fringe Benefit accounts.

The Fund Balance appropriation will leave a remaining Fund Balance of \$3,297,933, which is 4.67% of the FY 2015 operating budget.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2015 General Purpose School Fund Budget

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

Action Form No.: AF-320-2014
 Work Session: December 1, 2014
 First Reading: December 2, 2014

Final Adoption: December 16, 2014
 Staff Work By: David Frye
 Presentation By: Mrs. Upshaw, Dr. Ailshie

Recommendation:

Approve the Ordinance.

Executive Summary:

This budget ordinance will fund a bonus for 1,135 Kingsport City School employees. The Board of Education will consider budget amendment number three at their December 4, 2014 meeting, if the ordinance is approved by the Board of Mayor and Aldermen at the December 2, 2014 meeting. This is a taxable transaction to employees, so in order to not affect take-home pay the employees pay will be grossed-up to cover the deductions for FIT and FICA. The increase in estimated revenue is from Fund Balance appropriations. Increases in appropriations include \$258,530 in various Other Fringe Benefit accounts.

The Fund Balance appropriation will leave a remaining Fund Balance of \$3,297,933, which is 4.67% of the FY 2015 operating budget.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: js

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. ****

AN ORDINANCE TO AMEND THE GENERAL PURPOSE
SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE
DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number Three to increase the estimated revenue for Fund Balance Appropriations by \$258,530 and to increase the appropriations for various Other Fringe Benefits accounts by \$258,530 to provide one-time funds of \$150 for approximately 1,135 school employees.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 141: School Fund			
Revenues:	\$	\$	\$
141-0000-392-0100 Fund Balance Appropriation	1,000,609	258,530	1,259,139
Totals:	1,000,609	258,530	1,259,139

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Expenditures:	\$	\$	\$
141-7150-711-0116 Reg.Ed.Inst.-Other Fringe Benefits	0	126,630	126,630
141-7150-721-0116 Sp.Ed.Inst.- Other Fringe Benefits	0	34,150	34,150
141-7150-731-0116 Voc Inst Other Fringe Benefits -	0	4,350	4,350
141-7250-772-0131 Health Ser.- Other Fringe Benefits	0	3,400	3,400
141-7250-773-0123 Other Std. Sup.- Other Fringe Benefits	0	10,950	10,950
141-7250-781-0138 Reg. Ed. Sup.- Other Fringe Benefits	0	13,650	13,650
141-7250-801-0104 Office of the Prin- Other Fringe Benefits	0	12,750	12,750
141-7250-821-0166 Oper. of Plant- Other Fringe Benefits	0	31,900	31,900
141-7250-822-0189 Maint. of Plant- Other Fringe Benefits	0	4,350	4,350
141-7250-831-0146 Transportation- Other Fringe Benefits	0	8,200	8,200
141-7350-861-0189 ECLC-Other Fringe Benefits	0	8,200	8,200
Totals:	0	258,530	258,530

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.

DENNIS PHILLIPS, 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

Federal Transit Administration Grant from the U.S. Department of Transportation

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

Action Form No.: AF-318-2014
 Work Session: December 15, 2014
 First Reading: December 16, 2014

Final Adoption: December 16, 2014
 Staff Work By: KATS Staff
 Presentation By: Chris McCart

Recommendation:

Adopt a resolution authorizing the Mayor to execute all documents necessary to apply and accept for a Section 5307 grant funding from the U.S. Department of Transportation.

Executive Summary:

Annually, the Board of Mayor and Aldermen is required to approve an ordinance authorizing the filing of an application with the Department of Transportation under the Urban Mass Transportation Act of 1964, as amended. This application provides funding for operation expenditures of fixed route bus and ADA/Handicapped transportation services.

Below are the program category amounts budgeted for FY 2014 and 2015.

	FY 13/14	FY 14/15	Federal/State/Local			
Operating	1,262,500	1,297,100	50%	25%	25%*	
Capital	55,000	130,000	80%	10%	10%	
Capital/Bus Purchase			83%	8.5%	8.5%	
Total	\$1,317,500	\$1,427,100				

City's local share for FY 13/14 was \$321,125. City's local share for FY 14/15 is \$337,275.

Attachments:

1. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND
RECEIVE FEDERAL TRANSIT ADMINISTRATION SECTION
5307 FUNDS FROM THE U.S. DEPARTMENT OF
TRANSPORTATION FOR FISCAL YEAR 2014-2015

WHEREAS, Federal Transit Administration Section 5307 Grant Funds Grant in the total amount of \$1,427,100.00 including a \$337,275.00 local match are available for operation of a fixed route bus service and ADA/handicapped transportation service for fiscal year 2014-2015; and

WHEREAS, the City of Kingsport must enter into a contract with the Federal Transit Administration to receive the funds under Section 5307 funds; and

WHEREAS, the \$337,275.00 local match will be provided by the city general fund, fare box revenues and income received from leasing of space to the RCAT Center.

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 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 Federal Transit Administration Section 5307 Grant Funds, in the total amount \$1,427,100.00, including a \$337,275.00 local match that may include a contract with the Federal Transit Administration available through the Tennessee Department of Transportation for operation of a fixed route bus service and ADA/handicapped transportation service for fiscal year 2014-2015.

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 16th day of December, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Agreement with VDOT's Division of Public Transportation to Receive FTA Planning Funds

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

Action Form No.: AF-283-2014
 Work Session: December 15, 2014
 First Reading: N/A

Final Adoption: December 16, 2014
 Staff Work By: Bill Albright
 Presentation By: Bill Albright

Recommendation:

Approve the resolution.

Executive Summary:

Each Federal Fiscal Year, the City of Kingsport, on behalf of the Kingsport MTPO, receives an allocation of Section 5303 Planning funds from the Federal Transit Administration via the Virginia Department of Rail and Public Transportation (DRPT). The Kingsport MTPO's jurisdiction covers part of Virginia as well as Tennessee and receives separate FTA funding through each state government. Consequently, this is a separate contract through Virginia's DRPT based on population in the Virginia portion of the urbanized area. These funds are used by the Kingsport MTPO for transportation planning activities. For FY 2015 the grant funding is \$4,455 which is split as follows: FTA-80% \$3,564, DRPT-10% \$446 and Kingsport local match-10% \$445. Appropriation and a project budget for these funds have already been secured through the City's FY 2015 budget process.

Attachments:

1. Resolution
2. Agreement

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AGREEMENTS FOR THE USE OF FEDERAL TRANSIT ADMINISTRATION SECTION 5303 METROPOLITAN PLANNING FUNDS AND A PROJECT AGREEMENT FOR USE OF COMMONWEALTH TRANSPORTATION FUNDS, BOTH AGREEMENTS WITH THE VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, each year the city receives a grant of federal funds through the Virginia Department of Rail and Public Transportation, under the Federal Transit Administration Section 5303 Program; and

WHEREAS, this year the funds will be in the amount of \$4,455, including a ten percent (10%) local match, for use in Kingsport Tennessee (MPO) planning activities for fiscal year 2015; and

WHEREAS, the ten percent (10%) local match, in the amount of \$445.00, will be provided through the General Fund operating budget; and

WHEREAS, to receive the funding, the city must enter into two contracts with the Virginia Department of Rail and Public Transportation; and

WHEREAS, the contracts for financial assistance impose certain obligations upon the city, including the provision of local funds to support project costs; and

WHEREAS, the city will be required to execute and file certain certifications and assurances and Minority Business Enterprise (Disadvantaged Enterprise Business and Woman Enterprise) policies and procedures; and

WHEREAS, a recipient of Federal Transit Administration Funding is required to provide certifications and assurances that all pertinent Federal statutes, regulations, executive orders and directives will be obeyed, and it is the intent of the city to comply fully with all required certifications and assurances;

Now therefore,

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

SECTION I. That the Agreement for Use of Federal Transit Administration Section 5303 Metropolitan Planning Funds with the Virginia Department of Rail and Public Transportation, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized 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, an Agreement for Use of Federal Transit Administration Section 5303 Metropolitan Planning Funds for fiscal year 2015 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:

AGREEMENT FOR THE USE OF
FEDERAL TRANSIT ADMINISTRATION
SECTION 5303 METROPOLITAN PLANNING FUNDS
VA-80-0022 and VA-80-0023
FISCAL YEAR 2015
PROJECT 46015-02
CITY OF KINGSPORT, TENNESSEE
(Kingsport Area Metropolitan Planning Organization)

<u>Section No.</u>	<u>Description</u>
Introduction	
1	Provision of Federal Grant Funding
2	Non-Federal Share of Funding
3	Project Budget
4	Requisitions and Payments
5	Termination
6	Contracts of the Grantee
7	Restrictions, Prohibitions, Controls and Labor Provisions
8	Liability Waiver
9	Compliance with Title VI of the Civil Rights Act of 1964
10	Incorporation of Provisions
11	Special Provisions
12	Other FTA Requirements
Appendix A	Project Description and Budget
Appendix B	Restrictions, Prohibitions, Controls, and Labor Provisions
Appendix C	Title VI

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth"), acting by and through the Virginia Department of Rail and Public Transportation ("Department"), and the City of Kingsport, Tennessee ("Grantee"), on behalf of the Kingsport Area Metropolitan Planning Organization ("MPO"), is for the provision of funding for MPO operating assistance and planning projects.

WHEREAS, Title III - Federal Transit Act Amendments of 1991, provides that it is in the national interest to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight and foster economic growth and development within and between States and urbanized areas, while minimizing transportation related fuel consumption and air pollution through metropolitan and statewide transportation planning processes; and

WHEREAS, the Governor of the Commonwealth, in accordance with a request from the Federal Transit Administration ("FTA"), has designated the Department to administer its Section 5303 Metropolitan Planning Program; and

WHEREAS, 49 U.S.C. § 5303 funding is available to the Department for use in transit planning; and

WHEREAS, the Department and the Grantee desire to secure and utilize these grant funds.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Department and the Grantee agree as follows:

SECTION 1. Provision of Federal Grant Funding

Provided that the terms of this Agreement are met, the Department agrees to make available to the Grantee \$3,564 in 49 U.S.C. § 5303 Federal funds ("Grant") to carry out the work activities described in the approved Unified Planning Work Program ("UPWP") for the urbanized area ("Project"). It is understood that in this Agreement, the Department is merely serving as the entity to distribute Federal government funding, and the funds provided in this Agreement are not Commonwealth of Virginia funding.

SECTION 2. Non-Federal Share of Funding

The Grantee agrees that it will provide funds from sources other than Federal funds except as may otherwise be authorized by Federal statute, in an amount sufficient, together with the Grant, to assure payment of the actual cost of the Project ("Non-Federal Share"). The Grantee further agrees that no refund or reduction of the Non-Federal Share amount will be made at any time, unless there is at the same time a refund to the Department of a proportional amount of the Grant funds. The Grantee's obligation to provide the Non-Federal Share is calculated on the Project as a whole.

SECTION 3. Project Budget

The Project Budget is the latest requested by the Grantee and approved by the Department, and is in Appendix A, attached and made a part of this Agreement. The Grantee shall carry out the Project and shall incur obligations against and make disbursements of the Project funds only in conformity with the latest approved budget for the Project.

Federal funds provided in this Agreement are contingent upon FTA funding. In no event shall the Department be liable to the Grantee for any portion of the Federal share of the Project cost. The Department's responsibility for the Project cost shall be limited to the cost of coordination and processing of the Grantee's reimbursement requests to the FTA.

SECTION 4. Requisitions and Payments

a. Requests for Payment by the Grantee. The Grantee will make requests for payment of eligible costs as defined in 23 U.S.C. § 601. The request for payment will be for the Federal share of the total Project cost at the rate of federal participation as shown in the Project Budget. In order to receive payments, the Grantee must:

1. Submit a reimbursement request in the OLGA Grants Management System to the Department; and
2. Identify the source or sources of Non-Federal Share financial assistance under this Project from which the payment is to be derived.

b. Upon receipt of satisfactory documentation, the Department will use all reasonable means to electronically transfer funds for the federal share of allowable costs to the Grantee within 30 days.

SECTION 5. Termination

For convenience. The Department may terminate this Agreement at any time without cause, provided that it gives written notice to the Grantee of such termination. Termination shall be effective on the date of the receipt of notice by the Grantee. In the event of such termination, the Grantee shall be compensated for allowable costs through the date of receipt of written termination notice from the Department.

SECTION 6. Contracts of the Grantee

Unless authorized in writing by the Department, the Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written agreement of the Department. Further, no Request for Proposal ("RFP") which uses Section 5303 funds may be issued prior to review and approval of the RFP by the Department.

SECTION 7. Restrictions, Prohibitions, Controls, and Labor Provisions

The Grantee shall comply with all of the restrictions, prohibitions, controls, and labor provisions set forth in Appendix B, hereto attached and made a part of this Agreement.

SECTION 8. Liability Waiver

The Grantee hereby certifies that it is covered by and will keep in force an insurance policy from the Department of Risk Management, or its equivalent, which protects the Commonwealth, the Department, and their officers, agents and employees against damage or injury caused by the negligence of the Grantee, its officers, agents and employees which arise from their use of funds provided under this Agreement.

SECTION 9. Compliance with Title VI of the Civil Rights Act of 1964

The Grantee shall comply with the provisions of Title VI of the Civil Rights Act of 1964, and the provisions of Appendix C, attached and made a part of this Agreement.

SECTION 10. Incorporation of Provisions

The Grantee shall make all covenants and provisions of this Agreement a part of any contracts and subcontracts relating to the Project which utilize the funds provided in this Agreement. These covenants and provisions shall be made binding on the contractor, subcontractor, and their agents and employees. In addition, the following required provision shall be included in any advertisement for procurement for the Project:

Statement of Financial Assistance: This contract is subject to a financial assistance contract between the Commonwealth of Virginia and the United States Department of Transportation ("U.S. DOT").

SECTION 11. Special Provisions

a. Special Condition Pertaining to Financing Section 5303 Projects

Sufficient funds must be available in the Mass Transit Account of the Highway Trust Fund and an adequate liquidating cash appropriation must have been made before payments may be made to the Grantee under 49 U.S.C. § 5303.

b. Special Requirement for Section 5303 Projects

Planning - The transportation plans and programs that are developed as part of this Project shall be formulated on the basis of transportation needs with the development of comprehensive long-term financial plans, and due consideration of long-range land use plans, developed objectives, and overall social, economic, environmental, system performance, and energy conservation goals and objectives, and with due consideration to their probable effect on the future development of the urban areas described in the Application. The planning process shall include an analysis of alternative transportation system management and investment strategies to make more efficient use of existing transportation resources and to meet the needs for new transportation facilities. The process shall consider all modes of transportation and shall be continuing, cooperative, and comprehensive to the degree appropriate based on the complexity of the transportation problems. Furthermore, the plans and programs that are developed as part of this Project shall encourage to the maximum extent feasible the participation of private enterprise. Should facilities and equipment already being used in mass transportation service in the urban area be acquired, the program must provide that they shall be so improved that they will better serve the transportation needs of the area.

SECTION 12. Other FTA Requirements

The Grantee shall comply with all applicable provisions of the FTA Master Agreement posted on the FTA website at www.fta.dot.gov.

IN WITNESS WHEREOF, the Department and the Grantee have caused this Agreement to be executed by their duly authorized officials on the dates listed below

[Acknowledgements and Appendices 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 a Project Agreement for Use of Commonwealth Transportation Funds for Fiscal Year 2015 with Virginia Department of Rail and Public Transportation, is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized 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 Project Agreement For Use of Commonwealth Transportation Funds for Fiscal Year 2015 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:

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Federal Transit Administration Grant Numbers VA-80-0022 and VA-80-0023**

Grant Number 46015-02

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and the City of Kingsport, Tennessee ("Grantee"), on behalf of the Kingsport Area Metropolitan Planning Organization ("MPO"), is for the provision of funding for MPO operating assistance and planning projects ("Project").

WHEREAS, the Federal Transit Administration ("FTA") has approved a grant to provide federal funding to the Grantee for the Project; and

WHEREAS, the Project is an approved project in the Six Year Improvement Program; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the Department provides state matching funds to federal funds for approved projects in the Six Year Improvement Program; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:
 - a. MPO operating assistance and planning projects approved in the Fiscal Year 2015 Unified Planning Work Program ("UPWP").
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding to match federal funds in the amount of \$446 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

**ARTICLE 2. INCORPORATION OF MASTER AGREEMENT
FOR USE OF COMMONWEALTH FUNDS**

The parties agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated June 4, 2012, as if set out in full herein.

IN WITNESS WHEREOF, the Department and the Grantee have caused this Agreement to be executed by their duly authorized officials on the dates listed below

[Acknowledgements and Appendix Deleted for Inclusion in this Resolution]

SECTION VI 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 VII. That it is hereby certified that the local share of the project costs identified in the application shall be made available to the project from resources available through the General Fund operating budget.

SECTION VIII. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute and file with such application all necessary certifications and assurances or any other documents or information required by Virginia Department of Rail and Public Transportation in connection with the application or project.

SECTION IX. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute Minority Business Enterprise (Disadvantaged Enterprise Business and woman enterprise) policies and procedures in connection with procurements under this project.

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

ADOPTED this the 16th day of December, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Operation Expenses for FY14-15

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

Action Form No.: AF-299-2014
 Work Session: December 15, 2014
 First Reading: N/A

Final Adoption: December 16, 2014
 Staff Work By: Chris Campbell/Gary Taylor
 Presentation By: Chris McCartt

Recommendation:

Approve the resolution for TDOT Project Number – 82UROP-S3-017.

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 2014-2015 is \$594,000. Projected State operation reimbursements for the fiscal year are \$324,275.

Additionally, the Federal Transit Administrations (FTA) annual contribution includes \$648,550 for a combined total operating budget of \$1,297,100 for fiscal year 2014/2015. 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 2014 budget for the City of Kingsport.

Federal Transit Authority	\$648,550
Tennessee Dept. of Transportation	\$324,275
City of Kingsport	\$324,275
Total	\$1,297,100

Attachments:

1. Resolution

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH THE
TENNESSEE DEPARTMENT OF TRANSPORTATION FOR
REIMBURSEMENT OF CITY TRANSIT SYSTEM OPERATING
EXPENDITURES FOR FISCAL YEAR 2014-2015; AND
AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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 2014-2015 is \$648,550.00; and

WHEREAS, the city local budget for fiscal year 2014-2015 is \$324,275.00; 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 the contract with the Tennessee Department of Transportation for reimbursement of city transit system operating expenditure for fiscal year 2014-2015 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a contract with the Tennessee Department of Transportation (TDOT), in the amount up to \$648,550.00, for reimbursement of operating expenses for the city transit system services in fiscal year 2014-2015, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF
TRANSPORTATION
AND
CITY OF KINGSFORT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of operating assistance, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID #1562

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.

A.2. The Grantee shall utilize these funds for capital and operating assistance to meet transit needs in urban areas.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2014 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Ninety-four Thousand Dollars and No Cents (\$594,000.00).

("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in section

C.1. Upon progress toward the completion of the Scope, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation
Multimodal Transportation Resources Division
505 Deaderick Street, Suite 1800 James K. Polk Building
Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Transportation, Multimodal Transportation Resources Division.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice

and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.

b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to

discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309, *et seq.*, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Grant Contract, a breach of which shall be grounds for monetary or other penalties, including termination of this Grant Contract.

a. The Grantee agrees that the Grantee shall not knowingly utilize the services of an illegal immigrant in the performance of this Grant Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Grant Contract. The Grantee shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment Two semi-annually during the period of this Grant Contract. Such attestations shall be maintained by the Grantee and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Grant Contract, and semi-annually thereafter during the period of this Grant Contract, the Grantee shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Grant Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Grant Contract. Attestations obtained from subcontractors shall be maintained by the Grantee and made available to state officials upon request.

c. The Grantee shall maintain records for all personnel used in the performance of this Grant Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Grantee understands and agrees that if the Grantee fails to comply with this Section, the Grantee will be subject to the sanctions of Tenn. Code Ann. § 12-3-309(c) for acts or omissions occurring after the Grant Contract's Effective Date.

e. For purposes of this Grant Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Grant Contract.

D.10. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.11. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER

TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. Copies shall be provided to the Grantee by the Grantor State Agency.

D.12. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of

Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.13. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.14. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or duly appointed representatives. The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.15. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.16. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.17. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the head of the Grantor State Agency and the Commissioner of Finance and Administration. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear as an attachment to the Grant Contract.

D.18. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit

Requirements for Federal Awards.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

D.19. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§200.318-200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

D.20. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.21. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.22. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.23. Force Majeure. The obligations of the parties to this Grant Contract are relieved to the extent the parties' non-performance is beyond the parties' control despite the exercise of due care due to, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.24. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.

D.25. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.26. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

D.27. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.29. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Kwabena Aboagye, Transportation Specialist Multimodal Transportation Resources Division
505 Deaderick Street, Suite 1800 J.K. Polk Bldg. Nashville, Tennessee 37243
Kwabena.aboagye@tn.gov
Telephone Number: (615) 741-5316
FAX Number: (615) 253-1482

The Grantee:

Gary Taylor, Transit Manager City of Kingsport
225 West Center Street Kingsport, Tennessee 37660 garytaylor@kingsporttn.gov
Telephone Number: (423) 224-2612
FAX Number: (423) 224-2615

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.6. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.7. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.8. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or

had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.9. T.C.A. Section 13-10-107 Compliance.

1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");

2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;

3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and

4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

[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 16th day of December, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Bid for the Purchase of One (1) Cab/Chassis with Street Sweeper

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

Action Form No.: AF-319-2014
 Work Session: December 15, 2014
 First Reading: N/A

Final Adoption: December 16, 2014
 Staff Work By: Committee
 Presentation By: C. McCartt, R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on November 19, 2014 for the purchase of one cab/chassis with street sweeper for use by the Streets & Sanitation Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on November 5, 2014 and placed on our website for 15 calendar days. It is the recommendation of the committee to accept the apparent low bid from Carolina Industrial Equipment, Inc. for one each Johnson RT655 as follows:

	\$187,944.00	Unit Price
Less	<u>\$5,000.00</u>	Trade-In Allowance equipment # 1497
	\$182,944.00	Total Purchase Price

Additional information is included in the recommendation memo.

Funding is identified in Account # 51150085019010

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo w/Photo

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
George	—	—	—
Clark	—	—	—
Hall	—	—	—
McIntire	—	—	—
Segelhorst	—	—	—
Parham	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ONE CAB/CHASSIS WITH STREET SWEEPER TO CAROLINA INDUSTRIAL EQUIPMENT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened November 19, 2014 for the purchase one (1) cab/chassis with street sweeper for use by the Streets & Sanitation Department; and

WHEREAS, the city will receive \$5,000.00 for a trade-in allowance for vehicle #1497; and

WHEREAS, upon review of the bids, the board finds Carolina Industrial Equipment, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) 2015 Johnson RT655 cab/chassis with street sweeper from Carolina Industrial Equipment, Inc., at a total purchase cost of \$182,944.00, which includes the deduction of the \$5,000.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) 2015 Johnson RT655 cab/chassis with street sweeper at a total purchase cost of \$182,944.00, which includes the deduction of the \$5,000.00 trade-in allowance, is awarded to Carolina Industrial Equipment, Inc., and the city manager is authorized to execute a purchase order for same.

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 16th day of December, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
November 19, 2014
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

CAB/CHASSIS WITH STREET SWEEPER				
Vendor:	Unit Cost:	Trade-In #1497:	Delivery Time:	Make/Model:
Municipal Equipment	No Bid	N/A	N/A	N/A
Nortrax	No Bid	N/A	N/A	N/A
Carolina Industrial Equipment	\$187,944.00	\$5,000.00	107 Days	Johnston RT655
CMI Equipment Sales	\$210,776.00	\$3,000.00	60-90 Days	Schwarze A7 Tornado on 2015 Freightliner M2106
CMI Equipment Sales	\$189,500.00	\$3,000.00	7 Days	In Stock A7 Mounted on 2015 Freightliner
Stringfellow	\$214,377.00	\$1,500.00	120 Days	Tymco 600 Mounted on 2016 Freightliner M2

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

The following Vendors were notified of this bid and bid documents were posted on our website:

Municipal Equipment, Inc.
Worldwide Equipment, Inc.
Premier Equipment, LLC
MHC Kenworth
Dickson County Equipment, Co.
Nortrax
Contractor's Machinery
CMI Equipment
Richmond Machinery
Mid-State Equipment
Bobcat of the Mountain Empire
Cavalier Equipment
ASC

Stringfellow, Inc.
Smokey Mountain Freightliner, Inc.
Goodpasture Motor Co., Inc.
Lodal-South, Inc.
Stowers Machinery
Power Equipment
West Hills Tractor
Finley
Furrow Justice
Public Works Equipment
Performance Peterbuilt of Bristol
Carolina Industrial Equipment



FLEET MAINTENANCE DIVISION
City of Kingsport, Tennessee

Memo

To: Brent Morelock, Assistant Procurement Manager
From: Truck Committee: Greg Willis, Streets Supervisor
Rodney Deel, Sanitation Supervisor
Steve Hightower, Fleet Manager
Date: November 23, 2014
Re: Street Sweeper Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor and accept the \$5,000 trade in offering. A chart outlining exceptions by other bidders and justifying this recommendation has been included.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	Johnston RT655	Carolina Industrial Equipment	8 MPG

Low Compliant Bidder

Fuel Economy Improvement and Trade In Information 0%

- a. The unit being replaced will have similar fuel economy ratings so there will be no improvements in fuel economy.
- b. Trade in(s):
 - a. Unit Number: 1497 – 2001 Ford CF7000 w Johnston Sweeper – Age: 13 Years 5.8 MPG

Origin Information

1. New Unit Origin of Manufacture:
 - a. Cab/ Chassis Mfg.– Mt. Holly, NC
 - i. 98% Domestic/ 2% Foreign Materials
 - b. Body Manufacture – Dorking, England
 - i. 0% Domestic/ 100% Foreign Materials
2. New Unit Purchase Dealer:
 - c. Cab/ Chassis/ Body – Represented by CIE – Charlotte, NC
 - d. Body Dealership – Carolina Industrial Equipment

Should you have any questions about this recommendation, please do not hesitate to contact us.
Thank you



Picture for demonstration purposes only and is not the exact product being purchased

From: Willis, Greg
Sent: Friday, November 21, 2014 3:18 PM
To: Hightower, Steve
Cc: Willis, Greg
Subject: Sweeper Recommendation

Steve after reviewing the sweeper bids we are recommending that we go with the low Bid. The low bidder is the Johnston sweeper from Carolina Industrial Equipment. Thanks for your help with our needs!

Greg Willis
City of Kingsport
Streets Supervisor

(423) 229-9493 Work
(423) 341-5761 Mobile
willis@c.kingsport.tn.us
609 Industry Dr. Kingsport Tn. 37660

Carolina Industrial Equipment
Price including trade-in \$182,944
\$29,933 cheaper than Stringfellow
\$24,832 Cheaper Than CMI

Page 3, Exhaust 9.0.1
Exhaust R.hand not L.Hand

Page 7, 19.0.1
9 gauge stainless not 10

Page 9, 23.0 10-18
No Curtain required with HOP feature
No Broom in Header

MPG Ratings:
Transport : 8mpg
Working: 4mpg

CMI Equipment Sales
Price including trade-in \$207,776

Page 6, 16.0.6 Exhaust
Stainless Specified, Stainless not used

16.0.12 Ladder Access for engine compartment
Not Available

Page 7, 20.0.1 Blower drive Fluid coupling or
Direct Drive.
Belt driven

Page 8, 22.0.3 Gutter Brooms
Not tilted

22.0.5
No variable speed on gutter brooms

Page 9, 23.0.5 Pickup Head
No HOP feature for bulky materials

23.0 10-18 no broom in Head

Page 10, 26.0.5 Water System
No Stainless valves for draining

26.0.6 no hydraulic water pump Provided

26.0.12 Water filling
no explanations given to exception taken

26.0.15 stainless steel water Manifold
No Explanations given to exceptions

26.0.16 No quick connect test ports

MPG Ratings:
Transport :
Working:

Stringfellow
Price including trade-in \$212,877

Page 6, 16.0.2 115 BPH Specified
99 BPH quoted

16.0.12 Exhaust
Stainless Steel Specified, Exception taken

17.0.8 Flame Retardant Conduit Specified
Plastic Loom used

Page 9, 23.0.5 Pickup Head
No HOP feature for bulky materials

24.0.2 L.E.D status indicators specified
L.E.D on Hydraulics only

Page 10, 26.0.6 Hydraulic Driven water Pump Specified
Belt Driven Quoted

MPG Ratings:
Transport : 5mpg
Working: 6mpg



AGENDA ACTION FORM

Apply for a "Multi-Modal Access Fund" Grant from Tennessee Department of Transportation

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

Action Form No.: AF-314-2014
 Work Session: December 15, 2014
 First Reading: N/A

Final Adoption: December 16, 2014
 Staff Work By: Bill Albright, Troy Ebbert
 Presentation By: Bill Albright, Troy Ebbert

Recommendation:

Approve the resolution.

Executive Summary:

Two years ago the Tennessee Department of Transportation established a new "Modal Access Fund" grant program that focuses on the enhancement and interconnectivity of various modes of travel. More specifically, selected projects are funded for areas that will provide new or improved bicycle routes, transit stops, and ADA-compliant sidewalks, while supporting more efficient traffic flow (i.e. road diets) and intermodal linkages. For pedestrians in particular it was created in order to promote and support the development of facilities that enhance the walking environment primarily in urban settings, with an emphasis on safety and functionality. It is important to note that this new grant program is *not* funded through any federal program, i.e. TEA-21 or MAP-21 (federal transportation "Acts") but, rather, all state and local dollars. With these guidelines in mind Staff is recommending that the City apply for enough funds to construct a continuous sidewalk along the south side of Stone Drive (State Route 1) through the heavily developed corridor between Gibson Mill Road and American Way (next to John B. Dennis Highway). This will be accomplished by completing segments where they do not currently exist and where it is feasible to build. The estimated total project cost of \$1 million will be funded primarily through TDOT funds of \$ 950,000 with a required cash match from the city of 5% (or \$50,000). The local portion will be obligated upon receipt and acceptance of the grant contract, which will not likely occur until the summer of 2015. Consequently, local matching funds will be included in the FY 2016 CIP budget. Staff recommends approval of the grant application.

Attachments:

1. Resolution
2. Aerial Photo of Proposed Project Area

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A MULTI-MODAL ACCESS FUND GRANT FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION

WHEREAS, the Tennessee Department of Transportation has established a new grant program that focuses on the interconnectivity of various modes of travel, including pedestrian, bicycling, public transit (bus), and private automobile entitled "Multi-Modal Access Fund"; and

WHEREAS, the funds will be used to construct a continuous sidewalk along the south side of Stone Drive (State Route 1) through the heavily developed corridor between Gibson Mill Road and American Way (next to John B. Dennis Highway); and

WHEREAS, the total amount applied for will be \$950,000.00, requiring a 5% local cash match, which will be \$50,000.00, and the funds are available in project account GP1403;

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 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 a Multi-Modal Access Fund grant to be used to construct a continuous sidewalk along the south side of Stone Drive (State Route 1) through the heavily developed corridor between Gibson Mill Road and American Way (next to John B. Dennis Highway).

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 16th day of December, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

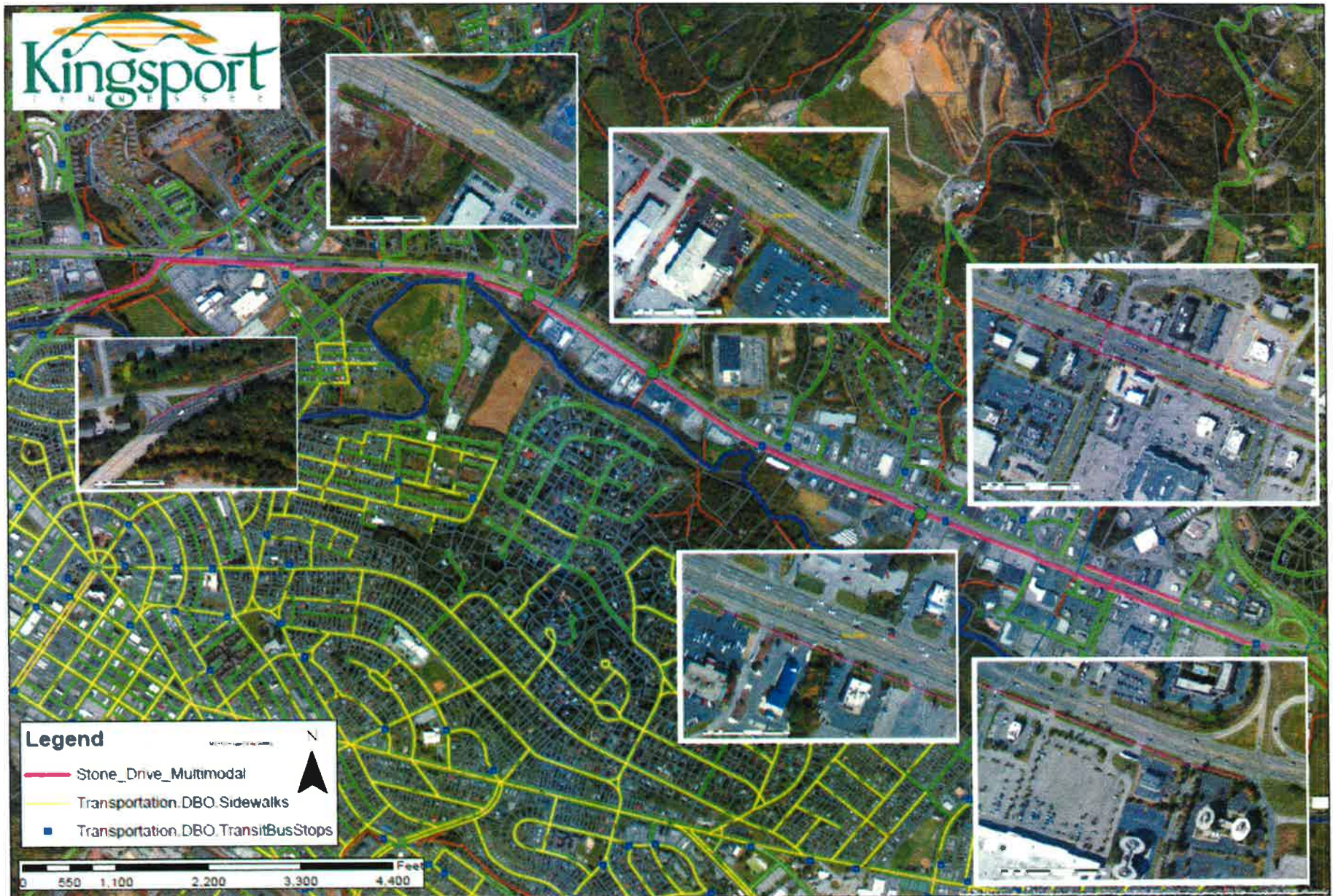
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

TDOT 2015 Multi-Modal Access Grant Application;

Stone Drive Sidewalk - Project Area





AGENDA ACTION FORM

Approve Issuance of Certificates of Compliance for Businesses to Sell Retail Alcoholic Beverages

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

Action Form No.: AF-326-2014
 Work Session: December 15, 2014
 First Reading: N/A

Final Adoption: December 16, 2014
 Staff Work By: Kathy Reynolds
 Presentation By: Jim Demming

Recommendation:

Approve the issuance of Certificates of Compliance to the following businesses to sell retail alcoholic beverages.

1. B & B Package Store
2. Colonial Heights Package Store
3. Discount Package Store
4. Greenacres Package Store
5. Kelley's Package Store
6. North Plaza Package Store
7. Park Place Liquor & Wine Package Store
8. Sam's Package Store
9. West Kingsport Package Store

Executive Summary:

Attached are applications for nine package stores who have filed with the City Recorder for renewal of their Certificate of Compliance to sell retail beverages.

Section 6-74 of the City Code states that to assure that all requirements are satisfied, no original or renewal Certificate of Compliance shall be issued for any location until:

1. An application has been filed with the City Recorder; and
2. The application complies with all restrictions as to location and number of retail licenses to be issued within the City; and
3. The application has been considered at a regular or called meeting of the Board and approved by a majority vote.

These applications have met the requirements of Section 6-74 of the City Code. Police background checks have been conducted on each of the applicants and the results are attached for your review.

Attachments:

1. Applications
2. Police Background Report

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

1. Answer all questions completely. Use blank space at end of form for extra details on any question for which you have insufficient space.
2. Type, print, or write carefully. Illegible or incomplete forms will not receive consideration.
3. Consider your answers carefully. Your signature at the end of this form will certify as to their correctness. **YOU WILL BE SIGNING THIS APPLICATION UNDER OATH AND WILL BE SUBJECT TO PENALTY OF PERJURY FOR FALSE ANSWERS.**
4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

THOMAS W. CARTER

2. Full name of person completing this application

THOMAS WILLIAM CARTER

3. Home Address - Mailing Address and Street Address

228 REGENCY DR KINGSPORT TN. 37643

4. Telephone Number Licensee can be reached

HOME 423-239-4616 WORK 423-246-6801 CELL 423-677-1738

5. Date of Birth and Social Security Number

06/08/1958

6. Name of Liquor Store

B & B PACKAGE STORE

7. Business Address

3636 FORT HENRY DR. KPT 37664

8. Zoning Designation of Business Address Listed at Item 7.

B-3

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name	Address	Phone Number
DAVID B. WRIGHT	304 Cannongate RD	378-3764
STAN JETER	117 NORTH MORGAN ST	(423) 967-0867
RICHARD HARRIS	548 FLEETWOOD DR.	245-6511

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

No

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

NONE

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No ☒. If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes ☒ No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes ✓ No

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes ✓ No

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, THOMAS W. CARTER, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 28 day of Nov
20 14.

Thomas W. Carter
Applicant

Sworn to and subscribed by Melanie E. Smith before me, a notary public in
and for said State and County, on this the 28th day of November, 20 14.

My commission expires
September 27, 2015



City Planner

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

Yes ✓ No _____

Is requested structure in a Nonconforming _____ Conforming ✓ location under the zoning laws and ordinances of the City of Kingsport?

Is requested location within 200 feet of property on which any public or private school (K-12) is located?

Yes _____ No ✓

*Signature of City Planner:



CITY OF KINGSPORT

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4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

Robin K. Carter

2. Full name of person completing this application

Robin Kabool Carter

3. Home Address - Mailing Address and Street Address

228 Regency Drive Kingsport, TN. 37663

4. Telephone Number Licensee can be reached

Home
423-239-4616 Cell 423-292-5089

5. Date of Birth and Social Security Number

09/08/59

6. Name of Liquor Store

B & B Pkg Store

7. Business Address

3636 Fort Henry Drive Kpt. TN. 37644

8. Zoning Designation of Business Address Listed at Item 7.

B-3

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name

Address

Phone Number

Amy Murphy 1425 Dobyns Drive 246-2622

Sandra Byington 3828 Alderwood Dr. 247-4466

Janet Wright 304 Camongate Rd. 378-3764

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

No

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

None

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No ☒. If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes ☒ No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes ✓ No

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes ✓ No

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, Robin K. Carter, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 28 day of Nov
20 14.

Robin K. Carter
Applicant

Sworn to and subscribed by Melanie E Smith before me, a notary public in
and for said State and County, on this the 28th day of November, 20 14.

My commission expires
September 27, 2015



City Planner

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

Yes ✓ No

Is requested structure in a Nonconforming Conforming ✓ location under the zoning laws and ordinances of the City of Kingsport?

Is requested location within 200 feet of property on which any public or private school (K-12) is located?

Yes No ✓

*Signature of City Planner.



CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

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4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

JOHN G. OWENS

2. Full name of person completing this application

JOHN G. OWENS

3. Home Address - Mailing Address and Street Address

103 BROOK GREEN DR. JOHNSON CITY, TN. 37604

4. Telephone Number Licensee can be reached

(423) 282-9437

5. Date of Birth and Social Security Number

NOV. 17, 1961

6. Name of Liquor Store

COLONIAL HEIGHTS PACKAGE STORE

7. Business Address

4311 FORT HENRY DR. KINGSPORT, TN. 37663

8. Zoning Designation of Business Address Listed at Item 7.

B-3

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name

Address

Phone Number

LINDA SNOOK 2036 WESTWIND DR. KINGSPORT, TN. 378-5812

MARK DESSAUER 1941 FLEETWOOD DR. KINGSPORT, TN. 378-3582

MICHAEL WEST 126 ROSETRACE CT. KINGSPORT, TN. 323-9028

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

NO

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

NONE

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No X _____. If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

N/A

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes ✓ No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes ✓ No _____

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes ✓ No _____

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, John G. Owens, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

20 14. In testimony whereof witness my signature on this the 21st day of November

[Signature]
Applicant

Sworn to and subscribed by John G. Owens before me, a notary public in and for said State and County, on this the 21st day of November, 20 14

[Signature]
Notary Public

My commission expires
7-18-17



City Planner

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

Yes ✓ No

Is requested structure in a Nonconforming Conforming ✓ location under the zoning laws and ordinances of the City of Kingsport?

Is requested location within 200 feet of property on which any public or private school (K-12) is located?

Yes No ✓

*Signature of City Planner: _____



CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

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 4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.
-

1. Name of Licensee

Kim D. OWENS

2. Full name of person completing this application

KIM D. OWENS

3. Home Address - Mailing Address and Street Address

103 Brooke Green Drive Johnson City, TN 37604

4. Telephone Number Licensee can be reached

(423) 282-9437

5. Date of Birth and Social Security Number

August 22, 1960

6. Name of Liquor Store

Colonial Heights Package Store

7. Business Address

4311 Fort Henry Drive Kingsport, TN 37663

8. Zoning Designation of Business Address Listed at Item 7.

B-3

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name

Address

Phone Number

Linda Snook 2036 Westwind Dr. Kingsport, TN 378-5812

Mark Dessauer 1941 Fleetwood Dr. Kingsport, TN 37660 246-3582

Michael West 126 Rosetrace Ct. Kingsport, TN 323-9028

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

NO

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

None

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No X. If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes X No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes X No _____

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes X No _____

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, Kim D. Owens, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 21st day of November 2014.

Kim D. Owens
Applicant

Sworn to and subscribed by Kim D. Owens before me, a notary public in and for said State and County, on this the 21st day of November, 2014.

Notary Public

My commission expires
7-18-17



City Planner

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

Yes ☒ No ☐

Is requested structure in a Nonconforming ☐ Conforming ☒ location under the zoning laws and ordinances of the City of Kingsport?

Is requested location within 200 feet of property on which any public or private school (K-12) is located?

Yes ☐ No ☒

*Signature of City Planner:



CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

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 4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.
-

1. Name of Licensee

JOHN D COX

2. Full name of person completing this application

JOHN DEWITT COX

3. Home Address - Mailing Address and Street Address

626 JIM TOWN RD, MOORESBURG, TN 37811

4. Telephone Number Licensee can be reached

413-288-2451 Ext 103

5. Date of Birth and Social Security Number

09/30/1956

6. Name of Liquor Store

JOHN B DENNIS DISCOUNT PACKAGE STORE

7. Business Address

2716 N JOHN B DENNIS HWY, KINGSPORT, TN 37660

8. Zoning Designation of Business Address Listed at Item 7.

R-3

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name	Address	Phone Number
------	---------	--------------

FRANK BUCKELS	1444 DOBYNS DR, KINGSPORT TN 37660	423-245-5855
---------------	------------------------------------	--------------

PJ SHIVELL,	PO BOX 89, KINGSPORT, TN 37660	423-246-8141
-------------	--------------------------------	--------------

JOHN GRIGSBY	548 DOGWOOD DR, KINGSPORT TN 37660	423-245-6474
--------------	------------------------------------	--------------

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

NO

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

NONE

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No X . If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes X No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes X No _____

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes X No _____

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, JOHN DEWITT COX, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 25 day of NOVEMBER 2014.


Applicant

Sworn to and subscribed by John D. Cox before me, a notary public in and for said State and County, on this the 25th day of November, 2014.


Notary Public

My commission expires
7/20/2016



City Planner

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

Yes ☒ No ☐

Is requested structure in a Nonconforming ☐ Conforming ☒ location under the zoning laws and ordinances of the City of Kingsport?

Is requested location within 200 feet of property on which any public or private school (K-12) is located?

Yes ☐ No ☒

*Signature of City Planner



CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

1. Answer all questions completely. Use blank space at end of form for extra details on any question for which you have insufficient space.
 2. Type, print, or write carefully. Illegible or incomplete forms will not receive consideration.
 3. Consider your answers carefully. Your signature at the end of this form will certify as to their correctness. **YOU WILL BE SIGNING THIS APPLICATION UNDER OATH AND WILL BE SUBJECT TO PENALTY OF PERJURY FOR FALSE ANSWERS.**
 4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.
-

1. Name of Licensee

Kenneth W. Glass DBA Greenacres Package Store

2. Full name of person completing this application

Kenneth W. Glass

3. Home Address - Mailing Address and Street Address

Home - 1280 Cooks Valley Rd., Kingsport, TN 37664

Mailing - 1229 N. Eastman Rd. Ste 225, Kingsport, TN 37664

4. Telephone Number Licensee can be reached

(423) 817-9500

5. Date of Birth and Social Security Number

6/17/1969

6. Name of Liquor Store

Greenacres Package Store

7. Business Address

1229 N. Eastman Rd, Ste 225, Kingsport, TN 37664

8. Zoning Designation of Business Address Listed at Item 7.

B-3

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name

Address

Phone Number

Mike Freeman 4174 Triangle Circle, Kpt TN (423) 341-3314

Miles Burdine 1937 Birchwood Rd, Kpt TN (423) 956-1988

Steve Sweeney 2120 Heatherly Rd, Kpt TN (423) 723-0363

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

NO

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

Simple Poss Marijuana, Drug Paraphernalia, Poss of untaxed liq.

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No X. If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes X No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes X No _____

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes X No _____

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

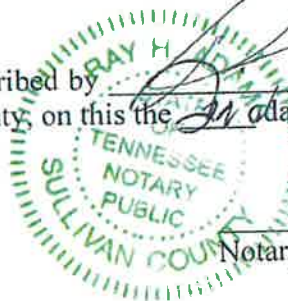
STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, Kenny Glass, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 2nd day of December 2014.

[Signature]
Applicant

Sworn to and subscribed by [Signature] before me, a notary public in and for said State and County, on this the 2nd day of December, 2014.



[Signature]
Notary Public

My commission expires 7/21/2016

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

Is requested structure in a Nonconforming _____ Conforming ✓ location under the zoning laws and ordinances of the City of Kingsport?

Yes _____ No ✓

CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

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4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

MARY L. KELLEY

2. Full name of person completing this application

MARY LOUISE KELLEY

3. Home Address - Mailing Address and Street Address

4326 FT. HENRY DR. KINGSPORT TN. / P.O. BOX 6063 KINGSPORT TN. 37663

4. Telephone Number Licensee can be reached

423-268-7097

5. Date of Birth and Social Security Number

3-9-54

6. Name of Liquor Store

KELLEY'S PACKAGE STORE

7. Business Address

KELLEY'S PACKAGE 4528 W. STONE DR. K.P.T. TN. 37660

8. Zoning Designation of Business Address Listed at Item 7.

B-3

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name	Address	Phone Number
BETTY FINCHER	100 WILLMONT K.P.T. TN. 37663	423-239-6470
GIENDA DOWDY	526 WILLOW BROOK TRCE K.P.T. TN. 37660	423-341-5631
SUSAN BUCKEY	404 DEERFIELD CR. K.P.T. TN. 37660	423-963-7558

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

NO

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No ☒ _____. If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes ☒ _____ No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes ✓ No

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes ✓ No

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, Mary Louise Kelley, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 1st day of December 20 14.

Mary Louise Kelley
Applicant

Sworn to and subscribed by Brenda B Nunley before me, a notary public in and for said State and County, on this the 1st day of December, 20 14.

My commission expires

6/14/18



Brenda B Nunley
Notary Public

City Planner

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

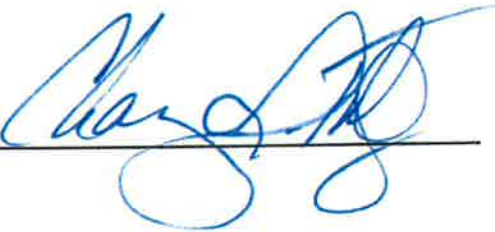
Yes ✓ No

Is requested structure in a Nonconforming Conforming ✓ location under the zoning laws and ordinances of the City of Kingsport?

Is requested location within 200 feet of property on which any public or private school (K-12) is located?

Yes X No ✓

*Signature of City Planner:



CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

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 4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.
-

1. Name of Licensee

John K. Kelley - Kelley's Package Store

2. Full name of person completing this application

John Kevin Kelley

3. Home Address - Mailing Address and Street Address

201 Plantation Dr. Rogersville, TN. 37857

4. Telephone Number Licensee can be reached

423-899-8891

5. Date of Birth and Social Security Number

08/01/1958

6. Name of Liquor Store

Kelley's Package Store

7. Business Address

4528 West Stone Dr. Kingsport Tn. 37660

8. Zoning Designation of Business Address Listed at Item 7.

B-1 B-3

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name

Address

Phone Number

R.L. Wallen - 1024 Wellington Blvd. Kingsport, Tn. 423-245-4618

Jennifer Wallen " " " "

Buddy Wallen - 1085 Rotherwood Dr. KPT. Tn. 423-245-5639

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

No

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

None

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No ✓. If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes ✓ No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes ✓ No

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes ✓ No

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, John Kelley, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

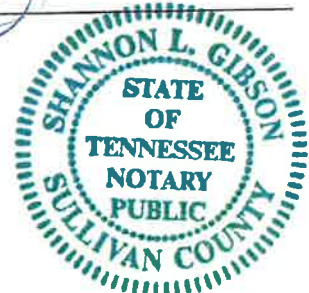
In testimony whereof witness my signature on this the 21st day of November, 2014.

John Kelley
Applicant

Sworn to and subscribed by John Kelley before me, a notary public in and for said State and County, on this the 21st day of November, 2014.

Shannon L. Gibson
Notary Public

My commission expires
9.20.17



City Planner

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

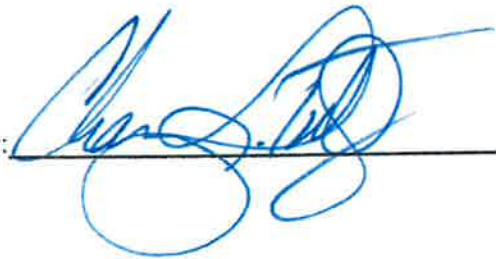
Yes ☒ No ☐

Is requested structure in a Nonconforming ☐ Conforming ☒ location under the zoning laws and ordinances of the City of Kingsport?

Is requested location within 200 feet of property on which any public or private school (K-12) is located?

Yes ☐ No ☒

*Signature of City Planner:



CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

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4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

NANCY L. EAST

2. Full name of person completing this application

NANCY LOUISE FISHER EAST

3. Home Address - Mailing Address and Street Address

909 BROADWOOD DR. KINGSPORT, TN. 37660

4. Telephone Number Licensee can be reached

423-247-2096

5. Date of Birth and Social Security Number

9-19-1935

6. Name of Liquor Store

NORTH PLAZA PACKAGE STORE

7. Business Address

812 LYNN GARDEN DR. KINGSFORD TN. 37660

8. Zoning Designation of Business Address Listed at Item 7.

YES - BUSINESS B-3

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name

Address

Phone Number

G. TODD EAST 788 HOLLYWOOD DR 247-3278

VICTOR RING 904 CLEARWOOD DR. 245-7464

SARA LOU RING 1585 FT HENRY DR. 246-8294

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

NO

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

N/A

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No NO. If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes YES No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes YES No _____

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes YES No _____

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, Nancy L.F. East, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 3rd day of December 2014.

Nancy L.F. East
Applicant

Sworn to and subscribed by Nancy L. East before me, a notary public in and for said State and County, on this the 3rd day of December, 2014.

Jennifer Rael Vaughn
Notary Public

My commission expires
3/21/2018



City Planner

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

Yes ✓ No

Is requested structure in a Nonconforming Conforming ✓ location under the zoning laws and ordinances of the City of Kingsport?

Is requested location within 200 feet of property on which any public or private school (K-12) is located?

Yes No ✓

*Signature of City Planner.



CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

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4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

PARK PLACE LIQUOR & WINE PACKAGE STORE LLC

2. Full name of person completing this application

PARKER ALAN HILL II

3. Home Address - Mailing Address and Street Address

1021 PARHAM PLACE, KINGSPORT, TN. 37660

4. Telephone Number Licensee can be reached

423-292-2769

5. Date of Birth and Social Security Number

4/30/1973

6. Name of Liquor Store

PARK PLACE LIQUOR & WINE PACKAGE STORE LLC

7. Business Address

1309 So. John B. Dennis Hwy. Ste. 102, Kingsport, TN. 37660

8. Zoning Designation of Business Address Listed at Item 7.

B-4 P

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name	Address	Phone Number
<u>Jenne Watson</u>	<u>1017 Parham Place</u> <u>Kingsport TN. 37660</u>	<u>423-612-1022</u>
<u>Reid Osborne</u>	<u>319 Chesterfield Dr.</u> <u>Kingsport TN 37663</u>	<u>423-956-4639</u>
<u>Chris Holt</u>	<u>1104 Laurel Pond Lane</u> <u>Kingsport, TN. 37660</u>	<u>423-292-3333</u>

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

NO

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

NONE

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No ☒. If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes ☒ No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes ✓ No

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes ✓ No

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, PARKER ALAN HILL II, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 24 day of Nov.
20 14.

Parker Alan Hill II
Applicant

Sworn to and subscribed by Parker Alan Hill II before me, a notary public in and for said State and County, on this the 24 day of Nov., 20 14.

Tina Brumett
Notary Public

My commission expires
2/25/2018



City Planner

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

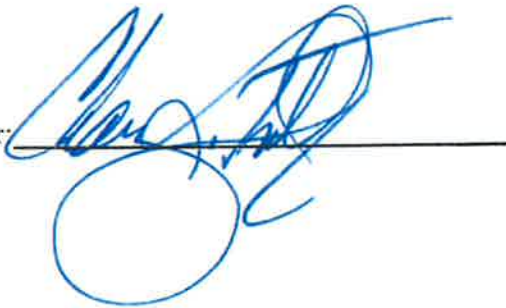
Yes ✓ No

Is requested structure in a Nonconforming Conforming ✓ location under the zoning laws and ordinances of the City of Kingsport?

Is requested location within 200 feet of property on which any public or private school (K-12) is located?

Yes No ✓

*Signature of City Planner: _____



CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

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4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

PARK PLACE LIQUOR & WINE PACKAGE STORE LLC

2. Full name of person completing this application

SANDRA KAY HILL

3. Home Address - Mailing Address and Street Address

1030 LAURELWOOD DRIVE, KINGSPORT, TN. 37660

4. Telephone Number Licensee can be reached

423-246-8574

5. Date of Birth and Social Security Number

3/10/1946

6. Name of Liquor Store

PARK PLACE LIQUOR & WINE PACKAGE STORE LLC

7. Business Address

1309 So. John B. Dennis Hwy. Ste 102, KINGSPORT, TN. 37660

8. Zoning Designation of Business Address Listed at Item 7.

B-4P

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name	Address	Phone Number
<u>Jeff Little</u>	<u>433 E. Center St. P.O. Box 1818 KINGSPORT, TN. 37662</u>	<u>423-246-4062</u>
<u>ELLEN BOOKER</u>	<u>1321 Saratoga Road KINGSPORT, TN. 37660</u>	<u>423-246-2487</u>
<u>Rick Culbertson</u>	<u>1022 Laurelwood Dr. Kingsport, TN. 37660</u>	<u>423-246-7298</u>

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

NO

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

NONE

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No ✓. If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes ✓ No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes ✓ No _____

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes ✓ No _____

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, SANDRA K. HILL, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 24 day of Nov.
20 14

Sandra K. Hill
Applicant

Sworn to and subscribed by Sandra K. Hill before me, a notary public in and for said State and County, on this the 24 day of Nov., 20 14.

Tina Brumett
Notary Public

My commission expires
2/25/2018



City Planner

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

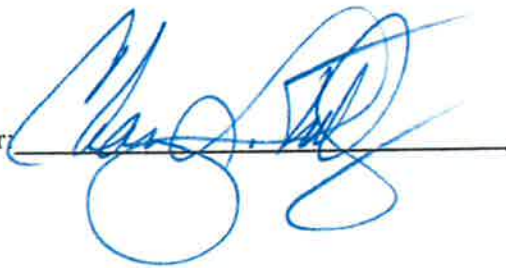
Yes ☒ No ☐

Is requested structure in a Nonconforming ☐ Conforming ☒ location under the zoning laws and ordinances of the City of Kingsport?

Is requested location within 200 feet of property on which any public or private school (K-12) is located?

Yes ☐ No ☒

*Signature of City Planner: _____



CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

1. Answer all questions completely. Use blank space at end of form for extra details on any question for which you have insufficient space.
2. Type, print, or write carefully. Illegible or incomplete forms will not receive consideration.
3. Consider your answers carefully. Your signature at the end of this form will certify as to their correctness. **YOU WILL BE SIGNING THIS APPLICATION UNDER OATH AND WILL BE SUBJECT TO PENALTY OF PERJURY FOR FALSE ANSWERS.**
4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

PARK PLACE LIQUOR & WINE PACKAGE STORE LLC

2. Full name of person completing this application

PARKER ALAN HILL

3. Home Address - Mailing Address and Street Address

1030 LAURELWOOD DRIVE, KINGSPORT, TN. 37660

4. Telephone Number Licensee can be reached

423-246-8574

5. Date of Birth and Social Security Number

3/29/1945

6. Name of Liquor Store

PARK PLACE LIQUOR & WINE PACKAGE STORE LLC

7. Business Address

1309 So. John B. Dennis Hwy. Ste. 102, KINGSPORT, TN 37660

8. Zoning Designation of Business Address Listed at Item 7.

B-4P

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name	Address	Phone Number
<u>Jonathan T. Pierce</u>	<u>P.O. Box 5266</u> <u>KINGSPORT, TN 37663</u>	<u>423-773-3605</u>
<u>Michael D. Stice</u>	<u>SunTrust Bank Bldg.</u> <u>2060 FT. Henry Dr. Ste. 200</u> <u>KINGSPORT, TN 37664</u>	<u>423-246-9553</u>
<u>Harvey Van Dyke</u>	<u>909 Glademill Dr.</u> <u>KINGSPORT, TN 37663</u>	<u>423-612-1943</u>

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

NO

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

NONE

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No ✓. If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes ✓ No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes ✓ No _____

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes ✓ No _____

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, PARKER ALAN HILL, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

20 14. In testimony whereof witness my signature on this the 24 day of Nov.

Parker A. Hill
Applicant

Sworn to and subscribed by Parker A. Hill before me, a notary public in and for said State and County, on this the 24 day of Nov., 20 14.

Tina Brumett
Notary Public

My commission expires
2/25/18



City Planner

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

Yes ☒ No ☐

Is requested structure in a Nonconforming ☐ Conforming ☒ location under the zoning laws and ordinances of the City of Kingsport?

Is requested location within 200 feet of property on which any public or private school (K-12) is located?

Yes ☐ No ☒

*Signature of City Planner:



CITY OF KINGSPORT

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4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

CHARLES C. LARGE THE LARGE CORP.

2. Full name of person completing this application

CURTIS
CHARLES C. LARGE

3. Home Address - Mailing Address and Street Address

4525 PALOMINO DR, KINGSPORT, TN 37664

4. Telephone Number Licensee can be reached

423-343-0201 OR 247-9463

5. Date of Birth and Social Security Number

3-28-43

6. Name of Liquor Store

SAM'S PACKAGE STORE

7. Business Address

1304 E. Stone DR, KINGSFORT, TN 37660

8. Zoning Designation of Business Address Listed at Item 7.

B-3

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name

Address

Phone Number

Jerry Lively

380 LAKE SIDE DR.

423-288-4309

Ken Maness

1118 WATAUGA ST

423-378-4040

MARK Bowery

3713 MEMORIAL BLVD.

423-288-8347

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

No

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

None

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No ✓. If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes ✓ No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes ✓ No

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes ✓ No

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, Charles C Large, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 1st day of December 2014.

Charles C. Large
Applicant

Sworn to and subscribed by Charles C. Large before me, a notary public in and for said State and County, on this the 1st day of December, 2014.

Ginger L. Mowdy
Notary Public

My commission expires
11-27-16



City Planner

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

Yes ☒ No ☐

Is requested structure in a Nonconforming ☐ Conforming ☒ location under the zoning laws and ordinances of the City of Kingsport?

Is requested location within 200 feet of property on which any public or private school (K-12) is located?

Yes ☐ No ☒

*Signature of City Planner: _____



CITY OF KINGSPORT

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4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

Phyllis B. Large The Large Corp.

2. Full name of person completing this application

Phyllis Bray Large

3. Home Address - Mailing Address and Street Address

4525 PALOMINO DR, KINGSPORT, TN 37664

4. Telephone Number Licensee can be reached

423-343-0201 OR 247-9463

5. Date of Birth and Social Security Number

12-26-43

6. Name of Liquor Store

SAM'S PACKAGE STORE

7. Business Address

1304 E. Stone Dr, Kingsport, TN 37660

8. Zoning Designation of Business Address Listed at Item 7.

A-3

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name	Address	Phone Number
<u>Jerry Lively</u>	<u>380 Lakeside Dr</u>	<u>423-288-4309</u>
<u>Ken Maness</u>	<u>1118 Watauga St</u>	<u>423-378-4040</u>
<u>Wendy Bowery</u>	<u>3713 Memorial Blvd</u>	<u>423-288-8347</u>

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

No

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

None

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No ✓. If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes ✓ No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes ✓ No

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes ✓ No

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, Phyllis B. Large, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 1st day of December 2014.

Phyllis B. Large
Applicant

Sworn to and subscribed by Phyllis B. Large before me, a notary public in and for said State and County, on this the 1st day of December, 2014.

Ginger L. Cowdy
Notary Public

My commission expires
11-27-16



City Planner

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

Yes ☒ No ☐

Is requested structure in a Nonconforming ☐ Conforming ☒ location under the zoning laws and ordinances of the City of Kingsport?

Is requested location within 200 feet of property on which any public or private school (K-12) is located?

Yes ☐ No ☒

*Signature of City Planner:



CITY OF KINGSFORT

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 4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.
-

1. Name of Licensee

West Kingsport Package Store Inc

2. Full name of person completing this application

George Todd East

3. Home Address - Mailing Address and Street Address

788 Hollywood Drive

4. Telephone Number Licensee can be reached

423-245-5581

5. Date of Birth and Social Security Number

4-5-1959

6. Name of Liquor Store

West Kingsport Package Store

7. Business Address

2217 West Stone Drive

8. Zoning Designation of Business Address Listed at Item 7.

Business B-3

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name

Address

Phone Number

Nancy East 909 Broadwood Dr. 247-2096

Clyde Correll 716 Oakdale 246-6093

Vic Ring 904 Clearwood Dr. 245-7464

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

NO

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

N/A

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No ✓. If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes ✓ No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes ✓ No _____

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes ✓ No _____

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, George Todd East, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 1st day of December 2014.

George Todd East
Applicant

Sworn to and subscribed by George Todd East before me, a notary public in and for said State and County, on this the 1st day of December, 2014.

Jennifer Rae Vaughn
Notary Public

My commission expires
3/21/2018



City Planner

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

Yes ✓ No

Is requested structure in a Nonconforming Conforming ✓ location under the zoning laws and ordinances of the City of Kingsport?

Is requested location within 200 feet of property on which any public or private school (K-12) is located?

Yes No ✓

*Signature of City Planner: _____

A handwritten signature in blue ink, appearing to be "C. S. D.", is written over a horizontal line.

Reynolds, Kathy

From: Tidwell, Noah
Sent: Friday, December 05, 2014 11:15 AM
To: Reynolds, Kathy
Subject: Certificate of compliance checks

Dear Ms. Reynolds,

I checked all of the applicants that are applying to renew their certificates of compliance for 2015. I did not find any criminal activity that would prevent any of the applicants from having their certificates renewed.


Thank you,

Noah Tidwell



AGENDA ACTION FORM

Lease Agreements with the Kingsport Theatre Guild, Kingsport Art Guild, KingsportARTS, Suzuki Talent Education of Appalachia and Symphony of the Mountains

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

Action Form No.: AF-312-2014
 Work Session: December 15, 2014
 First Reading: N/A

Final Adoption: December 6, 2014
 Staff Work By: B. Macdonald/M. Baker
 Presentation By: Morris Baker

Recommendation:

Approve the resolution.

Executive Summary:

Kingsport Theatre Guild, Kingsport Art Guild, KingsportARTS, Suzuki Talent Education of Appalachia and Symphony of the Mountains are tenants of the City of Kingsport at the Renaissance Center. This resolution extends current leases through 2019 with annual renewals.

The current leases expire at the end of the year. This resolution approves new leases with an initial term of one year and five renewals of one year each. If all the renewals are exercised, the lease will end at the end of 2021.

Attachments:

1. Resolution Including Lease Agreements

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING LEASE AGREEMENTS AT THE
RENAISSANCE CENTER AND AUTHORIZING THE MAYOR TO
EXECUTE THE LEASE AGREEMENTS AND ALL OTHER
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE LEASE AGREEMENTS

WHEREAS, Kingsport Theatre Guild, Kingsport Art Guild, KingsportARTS, Suzuki Talent Education of Appalachia and Symphony of the Mountains are tenants of the city at the Renaissance Center; and

WHEREAS, these parties have requested to renew their leases in the Renaissance Center; and

WHEREAS, the term of the leases are for one year with five additional one year terms possible.

Now therefore,

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

SECTION I. That a lease agreement with Kingsport Theater Guild at the Renaissance Center is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized 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 lease agreement with Kingsport Theater Guild 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:

RENAISSANCE CENTER LEASE AGREEMENT

THIS LEASE, made and entered into as of this 1st day of January, 2015, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Kingsport Theatre Guild, a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. **Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, One Thousand Fifty-eight (1058) square feet of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee. This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.
2. **Term.** The term of this Lease shall be until January 1, 2016, and shall commence to run on January 1, 2015. The Parties shall have the option to renew this Lease for five (5) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants and conditions hereof; except (a) there shall be no further renewal right after the expiration of said fifth and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on January 1, 2016, or

the termination of any successive renewal term. This Lease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on January 1, 2021. This Lease may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.

3. Use. Tenant shall use the Premises for Kingsport Theatre Guild including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

4. Rent. Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of Three Thousand Seven Hundred Twenty Two and 04/100 (\$3,722.04) dollars payable in monthly installments of Three Hundred Ten and 17/100 (\$310.17) dollars, in advance, on or before the first day of each and every successive calendar month during the term hereof. The first payment is due on January 1, 2015. Tenant may, from time to time and with Landlord's approval, use additional space at a cost outlined in Exhibit A.

5. Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof; or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by the Renaissance Center Advisory Board, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises.

6. Compliance with Law. Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

7. Repairs and Alterations. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense.

Upon the expiration or sooner termination of the term hereof Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

8. Surrendered Premises. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

9. Liens. Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

10. Assignment and Subletting. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof; or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof; without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

11. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.

13. Rules and Regulations. Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

14. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

15. Entry by Landlord. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

16. Parking and Common Areas. All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

[Acknowledgements and exhibits 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 a lease agreement with Kingsport Art Guild at the Renaissance Center is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized 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 lease agreement with the Kingsport Art Guild 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:

RENAISSANCE CENTER LEASE AGREEMENT

THIS LEASE, made and entered into as of this 1st day of January, 2015, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Kingsport Art Guild, a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. Premises. Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, One Thousand Twenty Three (1,023) square feet of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. Term. The term of this Lease shall be until January 1, 2016, and shall commence to run on January 1, 2015. The Parties shall have the option to renew this Lease for five (5) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants and conditions hereof; except (a) there shall be no further renewal right after the expiration of said fifth and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on January 1, 2016, or the termination of any successive renewal term. This Lease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on January 1, 2021. This Lease may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.

3. Use. Tenant shall use the Premises for Kingsport Art Guild including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

4. **Rent.** Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of Four Thousand Five Hundred Thirty-Three and 24/100 (\$4,533.24) dollars payable in monthly installments of Three Hundred Seventy Seven and 77/100 (\$377.77) dollars, in advance, on or before the first day of each and every successive calendar month during the term hereof. The first payment is due on January 1, 2015. Tenant may, from time to time and with Landlord's approval, use additional space at a cost outlined in Exhibit A.

5. **Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof; or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by the Renaissance Center Advisory Board, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises.

6. **Compliance with Law.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

7. **Repairs and Alterations.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense.

Upon the expiration or sooner termination of the term hereof; Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

8. **Surrendered Premises.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

9. **Liens.** Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

10. **Assignment and Subletting.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof; or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof; without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment

or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

11. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.

13. Rules and Regulations. Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

14. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

15. Entry by Landlord. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

16. Parking and Common Areas. All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

[Acknowledgements and exhibits deleted for inclusion in this resolution]

SECTION VI. 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 VII. That a lease agreement with KingsportARTS at the Renaissance Center is approved.

SECTION VIII. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized 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 lease agreement with KingsportARTS 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:

RENAISSANCE CENTER LEASE AGREEMENT

THIS LEASE, made and entered into as of this 1st day of January, 2015, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and KingsportARTS, a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. **Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, Six Hundred Twenty-Six (626) square feet of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. **Term.** The term of this Lease shall be until January 1, 2016, and shall commence to run on January 1, 2015. The Parties shall have the option to renew this Lease for five (5) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants and conditions hereof, except (a) there shall be no further renewal right after the expiration of said fifth and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on January 1, 2016, or the termination of any successive renewal term. This Lease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on January 1, 2021. This Lease may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.

3. **Use.** Tenant shall use the Premises for KingsportARTS including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

4. **Rent.** Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of Two Thousand Seven Hundred Eight-Six and 16/100 (\$2,786.16) dollars payable in monthly installments of Two Hundred Thirty-Two and 18/100 (\$232.18) dollars, in advance, on or before the first day of each and every successive calendar month during the term hereof. The first payment is due on January 1, 2015. Tenant may, from time to time and with Landlord's approval, use additional space at a cost outlined in Exhibit A.

5. **Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof; or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies,

as set forth by the Renaissance Center Advisory Board, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises.

6. Compliance with Law. Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

7. Repairs and Alterations. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense.

Upon the expiration or sooner termination of the term hereof Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

8. Surrendered Premises. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

9. Liens. Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

10. Assignment and Subletting. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof; or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof; without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

11. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably

satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.

13. Rules and Regulations. Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

14. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

15. Entry by Landlord. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

16. Parking and Common Areas. All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

[Acknowledgements and exhibits deleted for inclusion in this resolution]

SECTION IX. 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 X. That a lease agreement with Suzuki Talent Education of Appalachia, Inc. at the Renaissance Center is approved.

SECTION XI. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized 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 lease agreement with Suzuki Talent Education of Appalachia, Inc. at the Renaissance Center 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:

RENAISSANCE CENTER LEASE AGREEMENT

THIS LEASE, made and entered into as of this 1st day of January, 2015, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Suzuki Talent Education of Appalachia, Inc., a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. Premises. Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, Six hundred ninety (690) square feet of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. Term. The term of this Lease shall be until January 1, 2016, and shall commence to run on January 1, 2015. The Parties shall have the option to renew this Lease for five (5) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants and conditions hereof; except (a) there shall be no further renewal right after the expiration of said fifth and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on January 1, 2016, or the termination of any successive renewal term. This Lease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on January 1, 2021. This Lease may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.

3. Use. Tenant shall use the Premises for Suzuki including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

4. Rent. Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of Three Thousand, Two Hundred Twenty One dollars and 72/100's (\$3,221.72), payable in two installments of One Thousand Six Hundred and Ten and 86/100 (\$1,610.86) dollars, in advance, on or before the first day of January and on or before the first day of July. The first payment is due on or before January 1, 2015. Tenant may, from time to time and with Landlord's approval, use additional space at a cost outlined in Exhibit A.

5. Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof; or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by the Renaissance Center Advisory Board, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises.

6. Compliance with Law. Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance

or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

7. Repair, Alterations, Additions. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense.

Upon the expiration or sooner termination of the term hereof Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

8. Surrendered Premises. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

9. Liens. Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

10. Assignment and Subletting. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof; or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof; without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

11. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation,

failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.

13. Rules and Regulations. Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

14. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

15. Entry by Landlord. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

16. Parking and Common Areas. All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

[Acknowledgements deleted for inclusion in this resolution]

SECTION XII. 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 XIII. That a lease agreement with Symphony of the Mountains at the Renaissance Center is approved.

SECTION XIV. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized 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 lease agreement with Symphony of the Mountains 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:

RENAISSANCE CENTER LEASE AGREEMENT

THIS LEASE, made and entered into as of this 1st day of January, 2015, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Symphony of the Mountains, a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. **Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, One Thousand Five Hundred Ninety (1,590) square feet of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. **Term.** The term of this Lease shall be until January 1, 2016, and shall commence to run on January 1, 2015. The Parties shall have the option to renew this Lease for five (5) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants and conditions hereof; except (a) there shall be no further renewal right after the expiration of said fifth and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on January 1, 2016, or the termination of any successive renewal term. This Lease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on January 1, 2021. This Lease may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.

3. **Use.** Tenant shall use the Premises for Symphony including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

4. **Rent.** Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of Seven Thousand Eight Hundred Twelve and 36/100 (\$7,812.36) dollars payable in monthly installments of Six Hundred Fifty-one and 03/100 (\$651.03) dollars, in advance, on or before the first day of each and every successive calendar month during the term hereof. The first payment is due on January 1, 2015. Tenant may, from time to time and with Landlord's approval, use additional space at a cost outlined in Exhibit A.

5. **Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof; or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by the Renaissance Center Advisory Board, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises.

6. **Compliance with Law.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

7. **Repairs and Alterations.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense.

Upon the expiration or sooner termination of the term hereof Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

8. Surrendered Premises. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

9. Liens. Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

10. Assignment and Subletting. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof; or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof; without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

11. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.

13. Rules and Regulations. Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating

use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

14. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

15. Entry by Landlord. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

16. Parking and Common Areas. All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

[Acknowledgements and exhibits deleted for inclusion in this resolution]

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

ADOPTED this the 16th day of December, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Transfer Surplus Property at 1115 Highway 93, Fall Branch, TN (Washington County)

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

Action Form No.: AF-328-2014
 Work Session: December 15, 2014
 First Reading: N/A

Final Adoption: December 16, 2014
 Staff Work By: Angie Marshall
 Presentation By: Jim Demming

Recommendation:

Approve the resolution.

Executive Summary:

On October 3, 1950, the Fall Branch Utility District acquired this property at 1115 Highway 93 in Fall Branch for its use for the amount of \$2,500. On February 26, 1990 the City of Kingsport took over the Fall Branch Utility District and all of its assets. The property in question is actually three separate parcels located totaling approximately .73 acres on the property of Mr. Ronald Inscore. Mr. Inscore submitted an application for this property to be declared surplus so that he may acquire it and clean up his property lines. City departments have indicated no further need for this property, as it is basically landlocked within Mr. Inscore's surrounding property. The Planning Commission voted unanimously to recommend this property be declared surplus at its July 2014 meeting. City Recorder Demming declared the property surplus on October 7, 2014. Mr. Inscore is willing to pay the city \$2500.

Attachments:

1. Resolution
2. Declaration of Surplus Memorandum
3. Deed
4. Map

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION DECLARING REAL PROPERTY AT 1115 HIGHWAY 93, FALL BRANCH AS SURPLUS; APPROVING A PURCHASE AGREEMENT FOR THE SALE OF PROPERTY BY QUITCLAIM DEED TO RONALD INSCORE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on October 3, 1950, the Fall Branch Utility District acquired property at 1115 Highway 93 in Fall Branch for its use for the amount of \$2,500; and

WHEREAS, on February 26, 1990 the City of Kingsport took over the Fall Branch Utility District and all of its assets; and

WHEREAS, Mr. Ronald Inscore has requested to purchase three parcels of land containing .73 acres, more or less that the city acquired from the Fall Branch Utility District acquisition in 1950; and

WHEREAS, the property is landlocked and completely surrounded by Mr. Inscore's property; and

WHEREAS, at its July 2014 meeting, the Planning Commission voted to recommend that this property be declared surplus; and

WHEREAS, the City Recorder has declared the property surplus; and

WHEREAS, Mr. Ronald Inscore is willing to purchase the property for \$2,500.00.

Now therefore,

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

SECTION I. That the property located at 1115 Highway 93, Fall Branch, Tennessee of three parcels containing .73 acres, more or less is declared surplus.

SECTION II. That a purchase agreement to sale the property by quitclaim deed to Mr. Ronald Inscore for \$2,500.00 is approved.

SECTION III. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized 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, a purchase agreement for the sale of property by quitclaim deed located at 1115 Highway 93, Fall Branch, Tennessee of three parcels containing .73 acres, more or less, at private sale to Mr. Ronald Inscore at a price of \$2,500.00 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:

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is hereby made and entered into as of the latest of the dates of execution by the parties hereto as shown by the date of notarization of the signatures of the parties

(hereinafter "Effective Date"), by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation, (hereinafter "Seller") RONALD INSCORE, (hereinafter "Buyer").

RECITALS

WHEREAS, the Seller is the owner of three certain parcels of land located at 1115 Highway 93, Fall Branch, Tennessee; and

WHEREAS, the Seller agrees to sell this property and the Buyer agrees to purchase the property in accordance with the terms and conditions set forth in this Purchase Agreement for the sum of Two Thousand Five Hundred and 00/100 dollars (\$2,500.00).

WITNESSETH:

NOW, THEREFORE, for and in consideration of the premises and mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

SECTION 1. PROPERTY SALE. Seller agrees, subject to the terms and conditions herein, to convey to Buyer by quitclaim deed all of its right, title and interest, together with appurtenances pertaining thereto in the parcel of real property located in the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, and described as follows, to wit:

Situate, lying and being in the City of Kingsport, Eleventh (11th) Civil District of Sullivan County, Tennessee:

INSERT DESCRIPTION HERE

All property and interests of Seller, to be conveyed hereunder are herein collectively called the "Property".

THIS SALE IS MADE ON THE FOLLOWING TERMS AND CONDITIONS:

SECTION 2. PURCHASE PRICE. The purchase price for the Property shall be the sum of exactly Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars payable from Buyer to Seller at the closing of the sale in cash or by cashier's check. Such amount shall be reduced or increased by reason of prorations and other adjustments as hereinafter provided.

SECTION 3. CONVEYANCE OF PROPERTY. Upon payment of the full purchase price by Buyer as hereinbefore set out, Seller shall convey the Property to Buyer by quitclaim deed without warranty, which conveyance shall be subject to all restrictions, easements, encumbrances of record or apparent or any use apparent by an inspection of the property, and conveyance will be "as is" and "where is."

SECTION 4. CLOSING. Subject to the conditions set out in this Agreement, the closing shall occur on or before thirty (30) days after the date of execution of this Agreement by Seller, as shown by the date on the acknowledgment of the Seller's signature, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by Seller (the "Closing"). Buyer and Seller agree to deliver and execute such documents as may be reasonable and necessary in the opinion of counsel for Seller and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

SECTION 5. SURVEY. Upon the execution of this Agreement, Buyer may, at Buyer's cost, cause a survey to be prepared on the Property by a licensed surveyor acceptable to Buyer.

SECTION 6. TITLE INSURANCE. Buyer, at its expense, may secure an owner's title insurance commitment to issue a title insurance policy insuring Buyer's fee simple interest in the Property to the extent of the Purchase Price.

SECTION 7. POSSESSION. Delivery of possession of the Property to Buyer shall occur at the successful completion of Closing.

SECTION 8. NOTICE. Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

SELLER: City of Kingsport, Tennessee
225 West Center Street
Kingsport, Tennessee 37660
Attention: J. Michael Billingsley

BUYER: _____

SECTION 9. PRORATIONS. If applicable, all real estate taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

SECTION 10. REZONING. Buyer assumes any and all costs of rezoning.

SECTION 11. SPECIAL ASSESSMENTS. Buyer assumes the payment of any unpaid deferred charges or special assessments for public improvements levied against the parcel, including any tap fees for water or sewer service.

SECTION 12. REAL ESTATE TAXES. Buyer will be responsible for all real estate taxes levied against the property after title is transferred.

SECTION 13. EXPENSES OF SELLER. In closing this transaction, Seller shall be charged with the following:

- (a) The cost of preparation of the quitclaim deed;
- (b) The fees and expenses of any attorney or other advisor engaged by Seller in connection with this transaction; and
- (c) The commission or fees charged by any real estate broker or agent retained or used by the Seller in connection with this transaction.

SECTION 14. EXPENSES OF BUYER. In closing this transaction, Buyer shall be charged with the following:

- (a) The cost of any title search and title insurance policy;
- (b) The cost of recording the deed and any transfer tax associated with such deed;
- (c) Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction;
- (d) The cost of the survey provided pursuant to Section 5; and
- (e) The commission or fees charged by any real estate broker or agent retained or used by Buyer in connection with this transaction.

SECTION 15. RISK OF LOSS. The risk of loss or damage to any of the Property described above by fire or other casualty shall remain with the Seller until Closing. In the event of such loss before Closing, this Agreement will be voidable at the option of Buyer by written notice of such option to the Seller prior to the scheduled Closing. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer will the right to close this Agreement at the stated Purchase Price.

SECTION 16. DEFAULT.

- (a) If Buyer is in default of this Purchase Agreement, Seller shall give written notice to Buyer, and Buyer shall have ten (10) business days from the date of the receipt of such notice within which to cure such default. If the Closing contemplated by this Purchase Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled to terminate this Purchase Agreement.
- (b) If Seller shall be in default of this Agreement, Buyer shall give written notice to Seller, and Seller shall have ten (10) business days from the date of the receipt of such notice within which to cure such default, provided, however, there shall be no cure period for Seller's failure to close. If the Closing contemplated by this Agreement is not consummated on account of Seller's default hereunder the Buyer shall be entitled to terminate this Purchase Agreement and the Buyer waives any right to specific performance and all other rights, privileges or remedies available to Buyer at law or in equity, severally or cumulatively.

SECTION 17. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. Seller hereby represents and warrants to Buyer solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof and shall, as a condition to buyer's obligations hereunder, be true and correct on the closing date:

- (a) Seller has entered into no other presently effective agreement to sell the Property, or any portion thereof, nor has it granted any presently effective option for the sale of the Property, or any portion thereof, or right of first refusal or right of first offer with respect thereto;
- (b) Seller has no knowledge of pending or contemplated condemnation proceedings affecting the Property, the abutting streets, or any part thereof;
- (c) Seller is not now a party to any litigation with respect to the Property, and Seller knows of no litigation or threatened litigation affecting the title to the Real Property (and Seller shall give to Buyer prompt notice of the institution of any such litigation prior to the Closing Date);
- (d) Seller is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended, and as contemplated by the Foreign Investments in Real Property Tax Act (96 Stat. 2682), as amended by the Deficit Reduction Act of 1984, and Buyer has no obligation to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby;
- (e) The execution and entry into this Purchase Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Purchase Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any

adverse condition under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller is bound.

SECTION 18. BUYER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. Buyer hereby represents and warrants to Seller solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof and shall, as a condition to seller's obligations hereunder, be true and correct on the closing date:

- (a) The execution and delivery of this Purchase Agreement and the performance by Buyer of its obligations hereunder have been duly authorized by all required action of Buyer;
- (b) Buyer has the right, power and authority to make and perform its obligations under this Purchase Agreement and this Purchase Agreement is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally;
- (c) Buyer does not require any consents or approvals from any third party with respect to the execution and delivery of this Purchase Agreement or with respect to the performance by Buyer of its obligations hereunder, including the purchase of the Property from Seller;
- (d) The execution and entry into this Purchase Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer on the Closing Date, and the performance by Buyer of Buyer's duties and obligations under this Purchase Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Buyer is a party, any judicial order or judgment of any nature by which Buyer is bound; and
- (e) All necessary and appropriate action has been taken by Buyer authorizing and approving the execution of and entry into this Purchase Agreement, the execution and delivery by Buyer of the documents and instruments to be executed by Buyer on the Closing Date, and the performance by Buyer of Buyer's duties and obligations under this Purchase Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

SECTION 19. TIME IS OF THE ESSENCE. Time is of the essence to the performance of this Purchase Agreement.

SECTION 20. MERGER CLAUSE; ENTIRE AGREEMENT; MODIFICATIONS. All understandings and agreements heretofore had between the parties are merged in this Purchase Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information, not embodied in this Purchase Agreement, made by the other, or by any agent, employee, servant, or other person representing or purporting to represent the Seller. This Purchase Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein, and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

SECTION 21. POST CLOSING SURVIVAL. Wherever in this Purchase Agreement Seller or Buyer shall have agreed or promised to perform certain acts or otherwise where the context of this Purchase Agreement would require such performance or grants to occur after the Closing, then those agreements and covenants shall survive the Closing and continue to bind Seller and Buyer.

SECTION 22. CAPTIONS. The section headings or captions appearing in this Purchase Agreement are for convenience only, are not a part of this Purchase Agreement and are not to be considered in interpreting this Purchase Agreement.

SECTION 23. SEVERABILITY. In the event any provision or portion of this Purchase Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

SECTION 24. CONTROLLING LAW; VENUE. This Purchase Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Purchase Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

SECTION 25. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 26. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES. No member, official, or employee of Seller shall be personally liable to Buyer in the event any provision of the Purchase Agreement is unenforceable, or there is any default or breach by Seller, or for any amount which may

become due under the Purchase Agreement, or on any obligations under the terms of the Purchase Agreement.

SECTION 27. ASSIGNMENT. Buyer may not assign or transfer this Purchase Agreement without the written consent of Seller, which consent will be at Seller's sole discretion.

SECTION 28. MISCELLANEOUS.

(a) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

(b) This Agreement is intended to be solely for the benefit of the parties hereto and their respective successors and assigns, and the provisions of this Agreement are not intended to be, and shall not be construed, for the benefit of any third party.

(c) Each party has been represented by counsel and has had the opportunity to share in the drafting of this Agreement and accordingly this Agreement shall not be construed either for or against either party as the drafter.

(d) The rights and remedies provided by this Agreement are cumulative in nature and are in addition to, and not in lieu of, any other rights afforded by law.

(e) This Agreement may not be modified except in a writing executed by all of the parties.

(f) Where the circumstances require, the singular shall refer to the plural and the plural to the singular, and the use of one gender shall be applicable to all genders.

SECTION 29. FURTHER ACTS. Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Purchase Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands hereto in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

ADOPTED this the 16th day of December, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MEMORANDUM FOR THE RECORD

In consideration of the information set out in a Memorandum attached hereto as "Exhibit A" and pursuant to the City of Kingsport Code of Ordinances, Chapter 2, Article VII, Sections 2-569 and 2-570, one (3) parcels of property located at 1115 Highway 93, Fall Branch, Tennessee and further identified as Control Map 009P, Group B, Parcel 005.00, all within the 7th Civil District on the Washington County Tax Map, is hereby declared surplus property of the City of Kingsport for the purpose of effecting, upon review of the Planning Commission and authorized approval of the Board of Mayor and Aldermen as may be required, the transfer of the above-described tract of real property to a prospective buyer, with ingress and egress easements as may be considered necessary by the Public Works Director.



James H. Demming, City Recorder

Date 10/7/14

Attachment: City Clerk Angie Marshall's Memorandum of October 6, 2014
cc: J. Michael Billingsley, City Attorney

271.

DEED
RALPH BAINES, SR. OR
TO
THE FALL BRANCH UTILITY
DISTRICT OF WASHINGTON COUNTY, TENNESSEE



258/272

THIS DEED, made and entered into this the 3rd day of October, 1950, by and between RALPH BAINES and wife, MAGGIE PEARL BAINES, parties of the first part, and THE FALL BRANCH UTILITY DISTRICT OF WASHINGTON COUNTY, TENNESSEE, party of the second part,

W I T N E S S E T H:

That for and in consideration of the sum of Twenty Five Hundred and No/100 (\$2500.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, the parties of the first part have bargained and sold, and do hereby transfer and convey unto the party of the second part, its successors and assigns, those certain interests in and parcels of land located in the 7th Civil District of Washington County, Tennessee, described as follows:

195
343

PARCEL NO. 1 - SPRING AND PUMP HOUSE SITE: To reach the point of intersection of the center line of State Highway #61 with the center line of a county road; thence south forty-one degrees no minutes east (S. 41 00 E.) of four hundred forty-one (441) feet to a point in the divisional line of S. B. Lockhart and Ralph Baines and the point of BEGINNING; thence with the said line of S. B. Lockhart and Ralph Baines, north sixty-seven degrees no minutes east (N. 67 00 E.) twenty-six and twenty-nine hundredths (26.29) feet to a point; thence leaving the said divisional line, and with the new lines through the Ralph Baines Property, south forty-one degrees no minutes east (S. 41 00 E.) one hundred ten and eighty-eight hundredths (110.88) feet to a point; thence south forty-nine degrees no minutes west (S. 49 00 W.) ninety-three and fifty-eight hundredths (93.58) feet to a point; thence north forty-one degrees no minutes west (N. 41 00 W.) one hundred twenty-four and sixty-five hundredths (124.65) feet to a point; thence north fifty-five degrees no minutes east (N. 55 00 E.) fifty (50) feet to a point; thence north sixty-one degrees forty-nine minutes west (N. 61 49 W.) eleven and two tenths (11.20) feet to a point in line of Baines and Lockhart; thence continuing with the said divisional line of Baines and Lockhart, north sixty-seven degrees no minutes east (N. 67 00 E.) twenty-four (24) feet to the point of BEGINNING, containing eleven thousand one hundred forty-seven (11,147) square feet, more or less, and being a part of the Ralph Baines Property, located in the 7th Civil District of Washington County, Tennessee.

PARCEL NO. 2: BEGINNING at the southeasterly corner of Spring and Pump House Site; thence north eighty-one degrees no minutes east (N. 81 00 E.) three hundred (300) feet to a point; thence south eight degrees no minutes east (S. 8 00 E.) forty-nine and fifty-nine hundredths (49.59) feet to a point; thence south eighty-one degrees no minutes west (S. 81 00 W.) three hundred seventy-nine and thirty-six hundredths (379.36) feet to a point, southwesterly corner for spring and pump house site; thence with the line of the spring and pump house site, north forty-nine degrees no minutes east (N. 49 00 E.) ninety-three and fifty-eight hundredths (93.58) feet to the point of BEGINNING, containing sixteen thousand eight hundred forty-four (16,844) square feet, more or less, and being an area lying east of the present spring and pump house site, located in the 7th Civil District of Washington County, Tennessee.

PARCEL NO. 3: The right to install, maintain, operate and service water pipe lines and the right of ingress and egress over, under and across a strip of land described as follows:

To reach the point of Beginning, start at the point of intersection of the center line of State Highway #81 with the center line of a county road; thence south forty-one degrees no minutes east (S. 41 00 E.) thirty-one (31) feet to a point in the southeasterly right-of-way line of State Highway #81 and the point of BEGINNING; thence continuing south forty-one degrees no minutes east (S. 41 00 E.) four hundred ten (410) feet to a point in the property line of S. B. Lockhart and Ralph Baines, containing four thousand one hundred (4,100) square feet, more or less, and being a strip of land ten (10) feet in width and lying five (5) feet on either side of said center line and extending from the southeasterly line of State Highway #81 to the divisional line between S. B. Lockhart and Ralph Baines.

TO HAVE AND TO HOLD said property unto the party of the second part, its successors and assigns, forever.

It is expressly agreed between the parties hereto that the parties of the first part shall have the right to the use of the overflow from said spring for stock watering purposes and the party of the second part shall allow to overflow from said spring sufficient quantity of water to supply the drinking requirements of the stock animals of the parties of the first part.

The parties of the first part covenant with the party of the second part, its successors and assigns, that they are lawfully seized and possessed of said property; that they have good and lawful right to transfer and convey the same; that said property is free and unencumbered, and they will warrant and defend the title thereto against the lawful claims of all persons whomsoever.

WITNESS the signatures of the parties of the first part, this the day and year first above written.

RALPH BAINES

MAGGIE PEARL BAINES

STATE OF TENNESSEE,

COUNTY OF SULLIVAN:

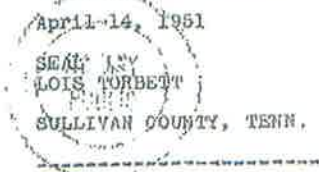
Personally appeared before me, Lois Torbett, a Notary Public in and for the State and County aforesaid, the within named bargainors, Ralph Baines and wife, Maggie Pearl Baines, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal in Kingsport, Sullivan County, Tennessee, this the 3rd day of October, 1950.

LOIS TORBETT
Notary Public.

My Commission expires

April-14, 1951

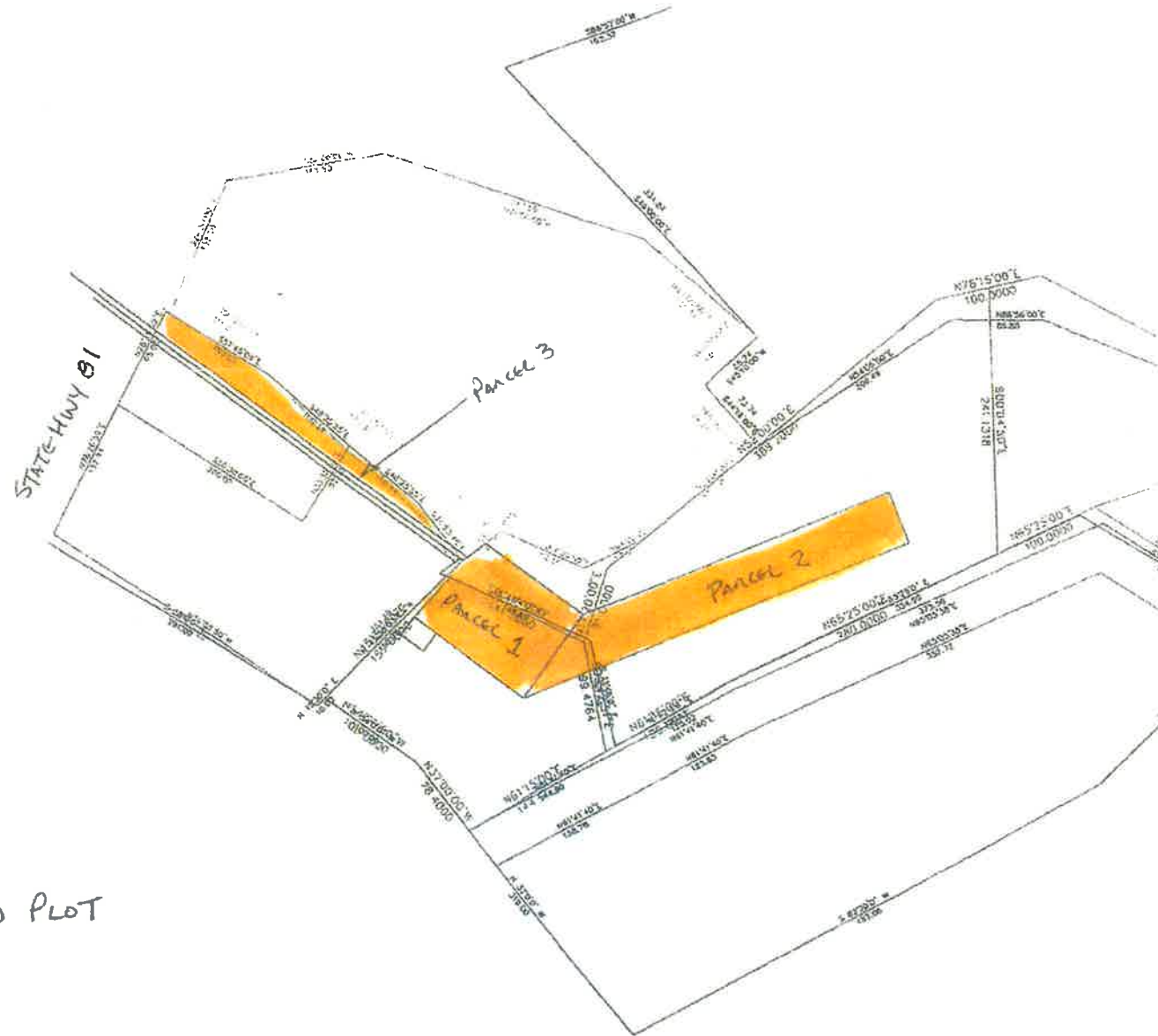


STATE OF TENNESSEE
WASHINGTON COUNTY

Feb. 8, 1951, 4:40 P. M. O'clock

Then was the foregoing instrument received for registration with certificate thereon, entered in Note Book No. 11, Page 431, recorded in Deed Book No. 258, Page 272.
R. KENNETH KEYS, Register

DEED PLOT





AGENDA ACTION FORM

Appointment to the Sidewalk Board

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

Action Form No.: AF-317-2014
Work Session: December 15, 2014
First Reading: N/A

Final Adoption: December 16, 2014
Staff Work By: R. McBryar
Presentation By: Mayor Phillips

Recommendation:

Approve appointment.

Executive Summary:

Mr. Roger K. Mowen, Jr. has agreed to serve on the Sidewalk Board if approved by the Board of Mayor and Aldermen. This appointment is effective immediately and will expire December 31, 2017.

Roger K. Mowen Jr.'s distinguished career with one of the region's most respected companies is adding another dimension of business acumen to the Wellmont Health System board of directors.

Mowen completed his 34-year career at Eastman Chemical Company, which is a member of the Fortune 500, as senior vice president of global developing businesses and corporate strategy. He was also responsible for information technology. He joined Eastman in 1971, and his three decades with the company included service as president of Carolina operations, vice president and general manager of polymer modifiers, vice president of customer demand chain, vice president of CustomerFirst and chief information officer. During his tenure there, he led efforts to establish an executive master's in business administration program for high-potential employees.

Mowen served as chairman of Wellmont's board from 2008-10 and has also sat as a member of the Holston Valley Medical Center board. In addition, Mowen has been board chairman for Contact-Concern of Northeast Tennessee, Friends in Need and the Greater Kingsport YMCA. He is chairman of Healthy Kingsport, a community advisory committee for the Kingsport Board of Mayor and Aldermen; a member of the YMCA board; and a member of the Kingsport Kiwanis Club.

Mowen has a bachelor's degree in textile chemistry from Philadelphia University and a master's degree in textile technology from North Carolina State University.

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Appointments to the Senior Center Advisory Council

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

Action Form No.: AF-325-2014
 Work Session: December 15, 2014
 First Reading: N/A

Final Adoption: December 16, 2014
 Staff Work By: R. McBryar
 Presentation By: Mayor Phillips

Recommendation:

Approve appointments.

Executive Summary:

Ms. Frances Cottrell, Ms. Mary Porter, Mr. Pat Breeding and Ms. Brenda Cunningham have agreed to serve on the Senior Center Advisory Council if approved by the Board of Mayor and Aldermen. Their appointments of a two-year term are effective immediately and will expire December 31, 2016.

- Frances Cottrell was born and reared in Kingsport and graduated from Dobyns-Bennett High School. At the University of Tennessee she played piccolo in the Pride of the Southland Band and graduated with a degree in Child & Family Studies. She has lived in Boston, Nashville, and a large suburb of Dallas, but was happy to have raised her two daughters here in Kingsport.
- Mary Porter is a Kingsport native. With educational backgrounds from both the University of Tennessee and East Tennessee State University, she spent several years working with area non-profit organizations in both paid and volunteer staff positions. She is married with two children and two grandchildren.
- Pat Breeding grew up in Kingsport and graduated from Dobyns-Bennett High School. He also graduated from ETSU with a BS in Construction Engineering Technology. His wife, Bonny, is from Elizabethton and they've been married for 28 years and have three children. Pat has been in the construction industry for 28 years and is the VP of Operations for GoinsRashCain Construction in Kingsport. Currently, Pat serves on the Board of Directors at Kiwanis Club of Kingsport and also as VP of The Association General Contractors of America – Tri-Cities Branch. His hobby is spending family time on the lake and water skiing.
- Brenda Cunningham has lived in Kingsport for 19 years. She's been a CPA since 1990 and has worked in public accounting for most of those years. She is currently working at Dent K. Burk Assoc. and has for several years. Brenda is currently serving on various church committees, the Dobyns-Bennett Quarterback Club, her neighborhood association and others.

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—