



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, December 14, 2015
Council Room, 2nd Floor, City Hall, 4:30 p.m.**

Board of Mayor and Aldermen

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

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

Leadership Team

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

1. Call to Order
2. Roll Call
3. ONEKingsport Summit Focus Area Reports – Lynn Tully
 - Downtown Revitalization – John & Beverley Perdue, Stewards
(Alderman Michele Mitchell & Justin Steinmann, Staff)
 - Destination City Investments – Chris McCartt, Staff
(Frank Lett & Jud Teague, Stewards, Mayor Clark & Ryan McReynolds, Staff)
4. Review of Items on December 15, 2015 Business Meeting Agenda
5. Adjourn

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



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, December 15, 2015

Large Courtroom – 2nd Floor, City Hall

7:00 p.m.

Board of Mayor and Aldermen

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

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

City Administration

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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

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

III. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

1. TN Parks and Recreation Four Star Individual Service Award – Zellie Earnest (Alderman Parham)
2. Gene Still – Remembering the Legacy of a Kingsport Man (Mayor Clark/Jeff Fleming)
3. United Way Recognition – Chad Austin (Mayor Clark)

V. APPROVAL OF MINUTES

1. Work Session – November 16, 2015
2. Business Meeting – November 17, 2015

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Amend Zoning of the Armory Property, Located Adjacent to the Intersection of West Stone Drive and Netherland Inn Road (AF: 303-2015) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading
2. Public Hearing and Consideration of Ordinance to Amend the Sign Ordinance by Adding Decorative Lighting Regulations (AF: 304-2015) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading
3. Public Hearing for Annexation Annual Plan of Services Report (AF: 306-2015) (Corey Shepherd)
 - Public Hearing

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. Amend the Fiscal Year Budget for the Addition of One (1) Position within the Engineering Division of the Public Works Department (AF: 291-2015) (Ryan McReynolds)
 - Ordinance – First Reading
2. Appropriate Funds Received From Coca-Cola Bottling Company for Pouring Rights at Brickyard Park, Domtar Park and Eastman Park at Horse Creek (AF: 282-2015) (Morris Baker)
 - Ordinance – First Reading
3. Accepting a \$1000 Grant from Swimming Saves Lives Foundation of U.S. Masters Swimming and Appropriate Funds (AF: 310-2015) (Chris McCartt)
 - Resolution
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Ordinance to Increase Retiree Health Insurance (AF: 289-2015) (Chris McCartt)
 - Ordinance – **Second Reading & Final Adoption**

D. OTHER BUSINESS

1. Approve Offer for the Greenbelt Walkway Project (AF: 309-2015) (Michael Thompson)
 - Resolution
2. Accept Bid for Bays Mountain Park Barge (AF: 287-2015) (Ken Childress, Morris Baker)
 - Resolution
3. Memorandum of Understanding between Bays Mountain Park and East Tennessee State University's Department of Biological Sciences (AF: 299-2015) (Morris Baker, Fred Hilton)
 - Resolution
4. Cancelling the January 4, 2016, Work Session and the January 5, 2016, Business Meeting and Setting a Work Session on January 14, 2016 of the Board of Mayor and Aldermen (AF: 312-2015) (Jeff Fleming)

Added 12/15/15 →

E. APPOINTMENTS

1. Reappointments to Emergency Communications District / E-911 Board (AF: 308-2015) (Mayor Clark)
 - Appointment

VII. CONSENT AGENDA

1. Renew the Workers Compensation Excess Insurance Coverage through Safety National Insurance Company (AF: 300-2015) (Terri Evans)
 - Resolution
2. Renew the Self-Funded Health Insurance Program Excess Insurance Coverage through HCC Life Insurance Company (AF: 301-2015) (Terri Evans)
 - Resolution
3. Adoption of the 2016 Joint Tri-Cities Legislative Policy (AF: 302-2015) (Jeff Fleming)
 - Policy
4. Right-of-Way Easement with Kingsport Power Company (AF: 305-2015) (Ryan McReynolds)
 - Resolution
5. Renewal of Agreement with Aetna Life Insurance Company for Stop Loss Insurance for Kingsport City Schools (AF: 307-2015) (David Frye)
 - Resolution
6. Approve Issuance of Certificates of Compliance for Businesses to Sell Retail Alcoholic Beverages (AF: 311-2015) (Jim Demming)
 - Certificates of Compliance

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, November 16, 2015, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Michele Mitchell

Alderman Colette George

Alderman Tommy Olterman

Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **CHARTER COMMUNICATIONS.** Mr. Nick Pavli presented this item and answered questions from the board regarding providing internet service for businesses. Some discussion followed.
4. **KINGSPORT AQUATIC CENTER UPDATE.** Assistant City Manager Chris McCartt gave a presentation on this item. He provided statistics for 2015 as well as discussing what is to come at the Aquatic Center. Mr. McCartt stated there have been many requests for an outdoor flat pool. Discussion ensued.

At this time, City Manager Fleming mentioned that with the Thanksgiving holiday next week, there would be a quick turnaround for the next meeting which falls on December 1. He suggested the BMA approve cancel that meeting and have only one meeting in December on the 15. Board members agreed and Mr. Fleming stated it would be presented tomorrow night.

5. **REVIEW OF AGENDA ITEMS ON THE NOVEMBER 17, 2015 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. There were no items the Board discussed at greater length or which received specific questions or concerns.

BOARD COMMENT. Alderman Duncan pointed out there are already twenty-nine events booked in Kingsport for 2016.

PUBLIC COMMENT. None.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, November 16, 2015**

7. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:55 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, November 17, 2015, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

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

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager
Joseph E. May, Interim City Attorney
James Demming, City Recorder/Chief Financial Officer

I. CALL TO ORDER: 7:00 p.m., by Mayor John Clark.

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG: Joseph Fry, Dobyns-Bennett High School Student.

II.B. INVOCATION: Mitch Whisnant, Minister of Education/Outreach – First Baptist Church.

III. ROLL CALL: By City Recorder Demming. All Present.

IV. RECOGNITIONS AND PRESENTATIONS.

1. Kingsport Aquatic Center Update – Chris McCartt.

V. APPROVAL OF MINUTES.

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

- A. ONEKingsport Mayor's Summit – October 29 & 30, 2015
- B. November 3, 2015 Regular Work Session
- C. November 3, 2015 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, November 17, 2015**

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. **Ordinance to Increase Retiree Health Insurance** (AF: 289-2015)
(Chris McCartt).

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE TO AMEND THE RETIREE HEALTH INSURANCE FUND BUDGET BY INCREASING THE RETIREE HEALTH INSURANCE FOR FISCAL YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. **Budget Cleanup Ordinance for FY16** (AF: 278-2015)
(Jeff Fleming).

Motion/Second: George/Duncan, to pass:

ORDINANCE NO. 6527, AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. **Amend the FY16 General Purpose School Fund Budget**
(AF: 285-2015) (David Frye).

Motion/Second: Duncan/Mitchell, to pass:

ORDINANCE NO. 6528, AN ORDINANCE TO AMEND THE FY 2015-16 GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. **Amend the FY16 Budgets for Department of Education Active Employees Health Insurance and Department of Education Retiree Health Insurance** (AF: 286-2015) (David Frye).

Motion/Second: Parham/Duncan, to pass:

ORDINANCE NO. 6529, AN ORDINANCE TO AMEND THE FY 2015-16 BUDGETS FOR KINGSFORT CITY SCHOOLS ACTIVE EMPLOYEES HEALTH INSURANCE FUND AND RETIREE HEALTH INSURANCE FUND; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, November 17, 2015**

4. Amend the General Project Fund Budget by Appropriating General Obligation Public Improvement Bond Series 2015A (AF: 283-2015) (Jeff Fleming).

Motion/Second: Olterman/McIntire, to pass:

ORDINANCE NO. 6530, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, THE WATER FUND AND SEWER FUND BUDGETS BY APPROPRIATING GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2015A; FOR THE FISCAL YEAR ENDING JUNE 30, 2016; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Accept TDOT's Revised Proposal Related to SR 36 Intersection at Moreland Drive and Hemlock Road Improvements (AF: 297-2015) (Ryan McReynolds).

Motion/Second: Mitchell/Duncan, to pass:

Resolution No. 2016-088, A RESOLUTION APPROVING A PROPOSAL WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO THE INTERSECTION OF HEMLOCK ROAD AND MORELAND DRIVE, STATE ROAD 36, AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE PROPOSAL

Passed: All present voting "aye."

2. Cancel the November 30, 2015, Work Session and the December 1, 2015, Business Meeting of the Board of Mayor and Aldermen (AF: 298-2015) (Jeff Fleming).

Motion/Second: McIntire/Duncan, to pass:

Resolution No. 2016-089, A RESOLUTION CANCELLING THE NOVEMBER 30, 2015, WORK SESSION AND THE DECEMBER 1, 2015, REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMAN BUSINESS MEETING IN ACCORDANCE WITH ARTICLE III, SEC. 7 OF THE CHARTER OF THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS. None.

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

Motion/Second: McIntire/George, to adopt:

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, November 17, 2015**

1. Contract Amendment with TDOT Accepting Federal Transportation Planning Funds on Behalf of the Kingsport MPO (AF: 257-2015) (Bill Albright).

Pass:

Resolution No. 2016-079, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT ONE OF GRANT CONTRACT Z14MPO007 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO ADD FISCAL YEARS 2016, 2017 AND 2018 FOR FEDERAL HIGHWAY ADMINISTRATION PL-112 PLANNING FUNDS FOR THE KINGSFORT METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION (MPO) AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

2. Award of Bid for Beaded Yogurt Items for the Kingsport City Schools Nutrition Services (AF: 270-2015) (Jennifer Walker).

Pass:

Resolution No. 2016-080, A RESOLUTION AWARDING THE BID FOR BEADED YOGURT ITEMS FOR USE BY KINGSFORT SCHOOL NUTRITION PROGRAM TO KBC DISTRIBUTING, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

Passed: All present voting "aye."

3. Maintenance Agreement with TDOT Related to Installation of a Traffic Signal at SR-357 from Hospitality Place/Flagship Drive to I-81 Northbound Ramps (AF: 290-2015) (Ryan McReynolds).

Pass:

Resolution No. 2016-081, A RESOLUTION APPROVING A MAINTENANCE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

4. Amend Agreement with Flores and Associates to Provide Medical Flexible Spending Debit Cards to Enrolled Employees (AF: 292-2015) (Terri Evans).

Pass:

Resolution No. 2016-082, A RESOLUTION APPROVING AN AGREEMENT WITH FLORES AND ASSOCIATES, AND AUTHORIZING THE MAYOR TO EXECUTE THE

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, November 17, 2015**

AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

5. Renew the Property Insurance Coverage through Travelers
(AF: 288-2015) (Terri Evans).

Pass:

Resolution No. 2016-083, A RESOLUTION AUTHORIZING THE RENEWAL OF THE
AGREEMENT WITH TRAVELERS INSURANCE FOR CITY OF KINGSFORT
PROPERTY INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF
THE AGREEMENT

Passed: All present voting "aye."

6. Bid Award for the Purchase of a 72-Passenger School Bus to
Central States Bus (AF: 294-2015) (Steve Hightower).

Pass:

Resolution No. 2016-084, A RESOLUTION AWARDED THE BID FOR THE
PURCHASE OF ONE 72 PASSENGER SCHOOL BUS TO CENTRAL STATES BUS
SALES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE
ORDER FOR THE SAME

Passed: All present voting "aye."

7. Bid Award for the Purchase of a 41-Passenger School Bus to
Central States Bus (AF: 295-2015) (Steve Hightower).

Pass:

Resolution No. 2016-085, A RESOLUTION AWARDED THE BID FOR THE
PURCHASE OF ONE 41 PASSENGER SCHOOL BUS TO CENTRAL STATES BUS
SALES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE
ORDER FOR THE SAME

Passed: All present voting "aye."

8. Renew Agreement with Humana as Third Party Administrator
for the City's Self-Funded Health Insurance Program (AF: 93-2015) (Terri Evans).

Pass:

Resolution No. 2016-086, A RESOLUTION RENEWING THE AGREEMENT WITH
HUMANA INC. FOR ADMINISTRATIVE SERVICES FOR THE CITY'S SELF FUNDED
HEALTH INSURANCE PLAN AND AUTHORIZING THE MAYOR TO EXECUTE ALL
APPLICABLE DOCUMENTS

Passed: All present voting "aye."

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9. Amend Agreement with Barge Waggoner Sumner and Cannon for Design Services Related to Centennial Park to Include Water Feature Design Services (AF: 296-2015) (Justin Steinmann).

Pass:

Resolution No. 2016-087, A RESOLUTION APPROVING THE AMENDMENT WITH BARGE WAGGONER SUMNER & CANNON, INC. FOR DESIGN SERVICES FOR CENTENNIAL PARK INCLUDING SPECIALIZED FOUNTAIN DESIGN AND CONSULTATION SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT; AND AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AMENDMENT, AS NEEDED

Passed: All present voting "aye."

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. Fleming stated the Tennessee Recreation and Parks Association is meeting at Meadowview with around 400 attendees. He pointed out it was a great opportunity to showcase Kingsport.
- B. MAYOR AND BOARD MEMBERS.** Alderman Olterman expressed his gratitude to Assistant City Manager Chris McCartt and his team, as well as those at the Veterans' Memorial. He also wished everyone a happy Thanksgiving. Alderman George thanked the new Walmart community store for taking a piece of property and cleaning up the area. She also stated the new Christmas lights are going up down town and look really good. She encourage everyone to also give to local charities to benefit those who are less fortunate. Vice-Mayor McIntire echoed thanksgiving wishes and encouraged everyone to shop local. Alderman Duncan stated his tie tonight was signed by a second grade class at Thomas Jefferson. He also commented on the KCVB's efforts to get more events coming to town, noting there are already 29 events booked for 2016. Alderman Mitchell congratulated the Dobyns Bennett band, pointing out they have had a great season. She also stated the Santa Train will be coming into town on Saturday and then the Christmas parade will start at 3:30 pm. Alderman Parham commented on the DKA open house downtown, noting it was a special even for Kingsport. Mayor Clark stated the ONE Kingsport post summit continues to move forward, recognizing the work groups and wishing them well. He discussed the benefits of direct revenue and indirect revenue resulting from events, such as at the Aquatic Center, and noting future investments should be similar to make Kingsport a destination city. The mayor commented on the Veterans' Memorial and thanked all military for their service. Lastly, he stated he had the opportunity to eat Thanksgiving dinner early with the Girls Inc. organization, noting it was a great event.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, November 17, 2015**

C. VISITORS. None.

D. CITY RECORDER. Acknowledgement of report on debt obligation for the issuance of \$15,105,000 General Obligation Refunding and Improvement Bonds Series 2015A.

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

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Amend Zoning of the Armory Property, Located Adjacent to the Intersection of West Stone Drive and Netherland Inn Road

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

Action Form No.: AF-303-2015
 Work Session: December 14, 2015
 First Reading: December 15, 2015

Final Adoption: January 5, 2016
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve Ordinance amending the zoning ordinance to rezone parcel 66 from M-1R, Light Manufacturing Restricted District to B-3, Highway Oriented Business District.

Executive Summary:

This is a City-initiated rezoning of approximately 14.5 acres located adjacent to the intersection of West Stone Drive and Netherland Inn Road from M-1R to B-3. The purpose of the rezoning is to accommodate future commercial use on the property. As of December 1, 2015, the Planning Department has not received any public comment on the rezoning proposal. During their November 2015 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 November 30, 2015.

Attachments:

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

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

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 15, 2015 to consider the rezoning for parcel 66 of tax map 22 located along West Stone Drive from M-1R 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:

BEGINNING at a point, said point being the northeast corner of parcel 66, Tax Map 22 in common with the southern right-of-way of West Stone Drive; thence in a southwesterly direction, approximately 764 feet to a point, said point being the southeast corner of parcel 66; thence in a northwesterly direction, approximately 736 feet to a point, said point being the southwest corner of parcel 66; thence in a northeasterly direction, approximately 673 feet to a point, said point being the northwest corner of parcel 66 in common with the southern right-of-way of West Stone Drive; thence in an easterly direction, following the southern right-of-way of West Stone Drive, approximately 896 feet to the point of BEGINNING, and being all of parcel 66, Tax Map 22 as shown on the May 2011 Hawkins 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: 11/30/2015

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO WEST STONE DRIVE FROM M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 7TH CIVIL DISTRICT OF HAWKINS 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 KINGSFORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property adjacent to West Stone Drive from M-1R, Light Manufacturing Restricted District to B-3, Highway Oriented Business District in the 7th Civil District of Hawkins County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northeast corner of parcel 66, Tax Map 22 in common with the southern right-of-way of West Stone Drive; thence in a southwesterly direction, approximately 764 feet to a point, said point being the southeast corner of parcel 66; thence in a northwesterly direction, approximately 736 feet to a point, said point being the southwest corner of parcel 66; thence in a northeasterly direction, approximately 673 feet to a point, said point being the northwest corner of parcel 66 in common with the southern right-of-way of West Stone Drive; thence in an easterly direction, following the southern right-of-way of West Stone Drive, approximately 896 feet to the point of BEGINNING, and being all of parcel 66, Tax Map 22 as shown on the May 2011 Hawkins 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.

JOHN CLARK
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 15-101-00006

Armory Property Rezoning

Property Information			
Address		4401 West Stone Drive, Kingsport, TN 37660	
Tax Map, Group, Parcel		Map 22, parcel 66	
Civil District		7	
Overlay District		n/a	
Land Use Designation		Retail	
Acres		14.5 acres +/-	
Existing Use	vacated armory	Existing Zoning	M-1R
Proposed Use	future commercial	Proposed Zoning	B-3
Owner /Applicant Information			
Name: City of Kingsport Address: 225 W. Center St. City: Kingsport State: TN Zip Code: 37660 Phone: (423) 229-9485		Intent: <i>To rezone from M-1R (Light Manufacturing Restricted) to B-3 (Highway Oriented Business District) to accommodate future commercial use.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> <i>The B-3 zone proposal is appropriate for the area in relation to the existing adjacent major transportation network of West Stone Drive.</i> <i>The rezoning proposal is consistent with the future land use plan (retail use).</i> <p>Staff Field Notes and General Comments:</p> <ul style="list-style-type: none"> <i>The rezoning site contains various buildings that were once utilized by the National Guard. A former motor pool area, administrative building, and various accessory structures exist.</i> <i>Ingress/egress to the rezoning site will be from West Stone Drive.</i> <i>The rezoning site drains to a large sinkhole complex offsite at the adjacent church property. Special future consideration will be required to handle stormwater runoff.</i> <i>As of November 9, 2015, the planning department has not received any public comment about the rezoning effort.</i> <i>The Planning Commission recommendation on this rezoning will go to the BMA for 1st reading/ public hearing on December 15, 2015. The BMA 2nd reading will occur during the 1st BMA meeting in January 2016 (yet to be announced).</i> 			
Planner:	Ken Weems	Date:	October 23, 2015
Planning Commission Action		Meeting Date:	November 19, 2015
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

ADDRESS	4401 W. Stone Dr., Kingsport, TN 37660
DISTRICT	7
OVERLAY DISTRICT	n/a
EXISTING ZONING	M-1R (Light Manufacturing Restricted)
PROPOSED ZONING	B-3 (Highway Oriented Business District)
ACRES	14.5 +/-
EXISTING USE	vacant armory
PROPOSED USE	future commercial

PETITIONER

ADDRESS 225 W. Center St., Kingsport, TN 37660

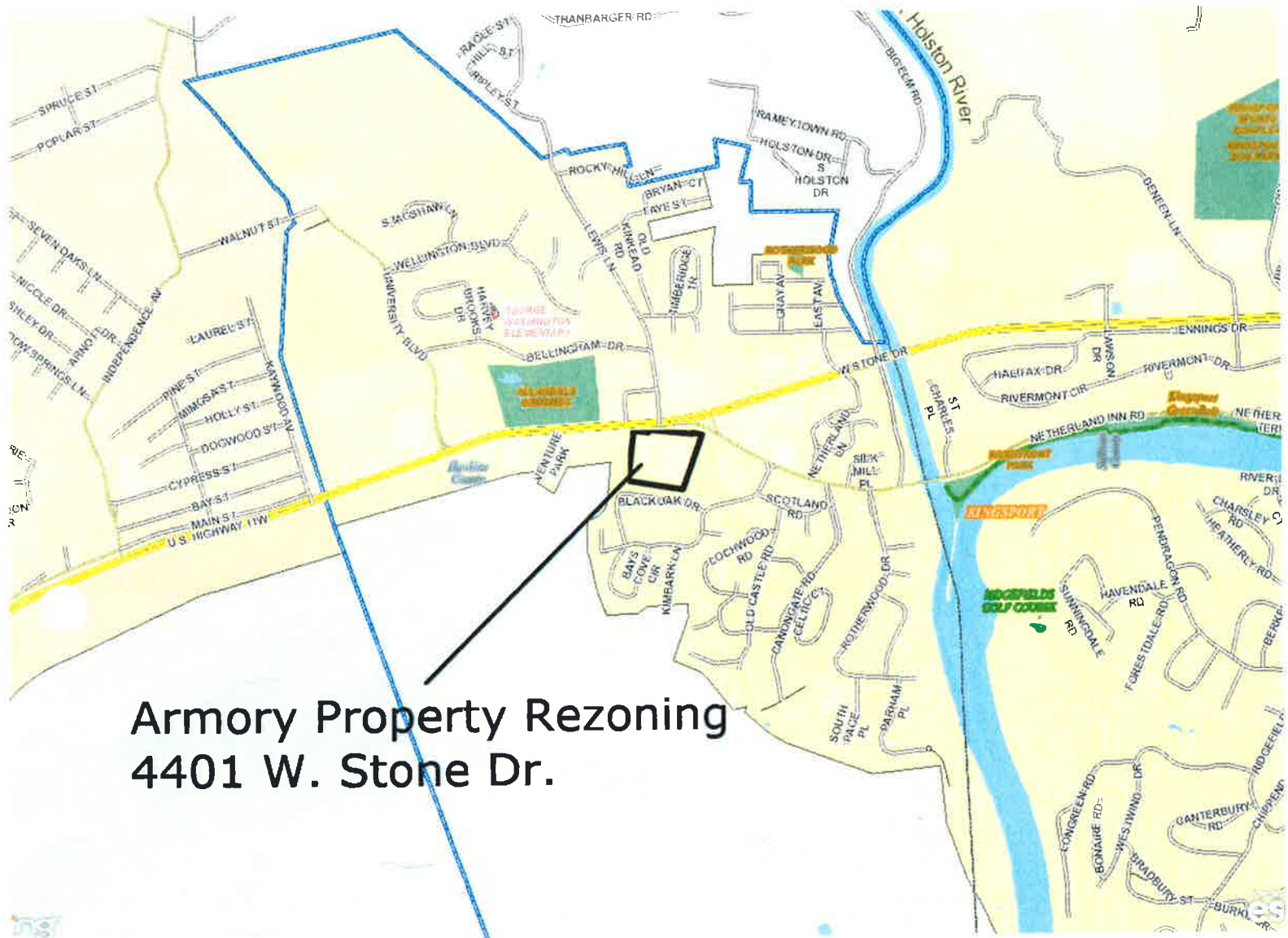
REPRESENTATIVE

PHONE (423) 229-9485

INTENT

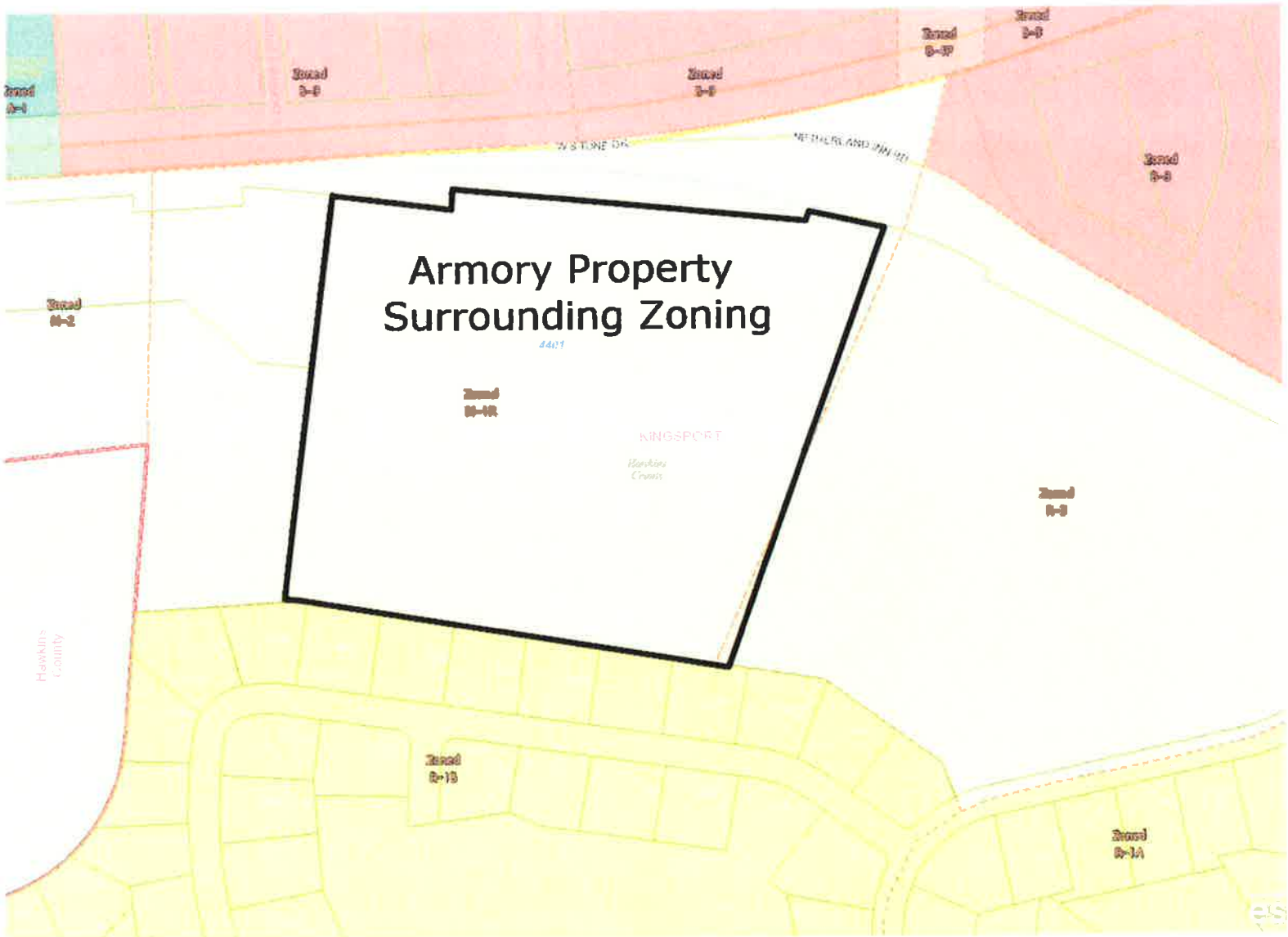
To rezone from M-1R (Light Manufacturing Restricted) to B-3 (Highway Oriented Business District) to accommodate future commercial use.

Vicinity Map

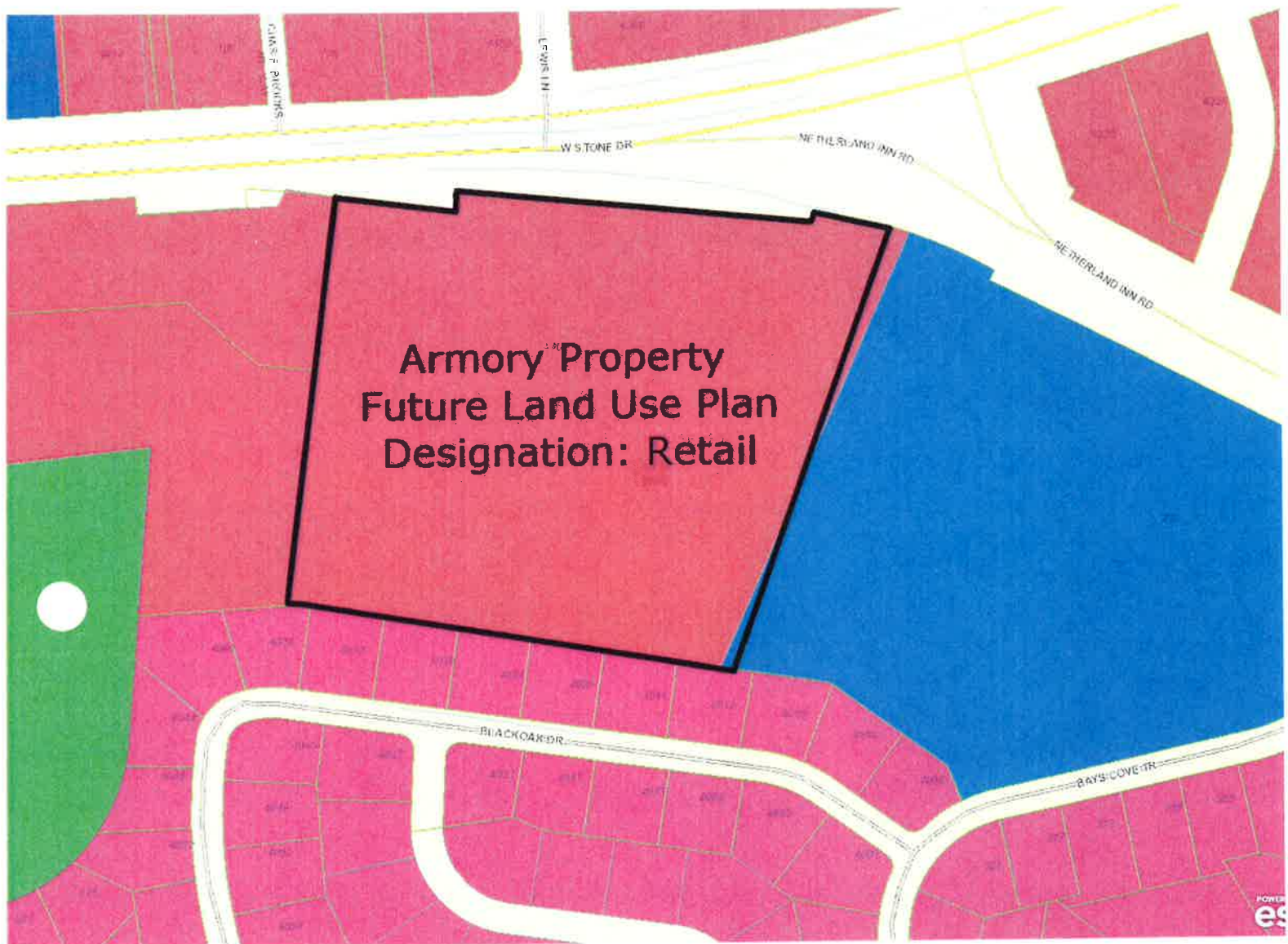


Armory Property Rezoning
4401 W. Stone Dr.

Surrounding Zoning Map



Future Land Use Plan 2030



Aerial



West View



South View



North View (Toward W. Stone Dr.)



East View



Rezoning Report

Kingsport Regional Planning Commission

File Number 15-101-00006

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City B-3</u> Use: McDonald's Restaurant	
Further North and Northwest	2	<u>Zone: City B-3</u> Use: CVS Pharmacy	Newly constructed CVS in 2015
East	3	<u>Zone: City R-3</u> Use: Crossroads Church Property	n/a
Further East	4	<u>Zone: City B-3</u> Use: Suntrust Bank	n/a
Southeast and South	5	<u>Zone: City R-1B</u> Use: Single Family along Black Oak Dr.	n/a
Further South	6	<u>Zone: City R-1B</u> Use: Single Family along Black Oak Dr.	n/a
West	7	<u>Zone: City M-2</u> Use: vacant	Property utilized as part of HAAP

EXISTING USES LOCATION MAP



Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 10, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal will permit a use that is suitable with adjacent property as commercial use adjacent to a major transportation network.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. The tree line contained on the property acts as a natural buffer.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a reasonable economic use for the proposed zone as a commercial development adjacent to a major transportation network.
4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** Future commercial development of the property will require a traffic impact analysis based upon the proposed future use.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?**

Proposed use: future commercial

The Future Land Use Plan Map recommends Retail use

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions support approval of the proposed rezoning.
7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the**

City of Kingsport? There are no adverse uses proposed. Any future commercial proposals will be evaluated for the potential of adverse environmental issues.

8. **Whether the change will create an isolated district unrelated to similar districts:** The proposed rezoning is adjacent to an existing B-3 zone to the north and east.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are better suited for commercial use in the context of close proximity to Stone Drive.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not allow a special privilege to an individual as contrasted to the general welfare. The B-3 zone is the most common zone found along the entirety of Stone Drive to include the portion inside Sullivan County.

CONCLUSION

Staff recommends APPROVAL to rezone from M-1R to B-3. The proposed B-3 zone is consistent with the future land use plan as a retail use.



AGENDA ACTION FORM

Public Hearing and Consideration of Ordinance to Amend the Sign Ordinance by Adding Decorative Lighting Regulations

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

Action Form No.: AF-304-2015
 Work Session: December 14, 2015
 First Reading: December 15, 2015

Final Adoption: January 5, 2016
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to add decorative lighting regulations.

Executive Summary:

A previous version of this zoning text amendment (ZTA) came before the BMA in April 2015. At the time, this ZTA addressed window and door border lighting only. The Board made a decision to send the ZTA back to the Planning Commission for consideration of changing the regulation to accommodate all types of decorative lighting during the traditional holiday retail season (November 15 through January 5). Prior to taking the ZTA back to Planning Commission, staff worked with our Vice Mayor to expand the scope of the regulations to address property as a whole as opposed to window and door borders only. Additionally, a provision was added to the ZTA that allows a specified amount of decorative lighting for businesses based upon building ground coverage. During their November 2015 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 November 30, 2015.

Attachments:

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

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

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 15, 2015 to consider amending the Code of Ordinances to add decorative lighting requirements to Article IV of the zoning code. 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: 11/30/2015

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 114-536 BY ADDING THE REQUIREMENT THAT DECORATIVE LIGHTING IS ONLY ALLOWED IN B-2, B-3, AND B-4P ZONES; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. That Sec. 114-1. Definitions of the Code of Ordinances, City of Kingsport, Tennessee is amended by adding the following definition:

Sec. 114-1. Definitions:

Decorative Lighting means any lighting that is intended to attract attention to a business as does signage. Decorative lighting is different from illuminating lighting whose purpose is to provide visibility, safety and security on the premises of a business. Decorative lighting is deemed to be an accessory usage to the building and property which it decorates and it is intended that such decorative lighting be appropriate, but not excessive in performing its function. Decorative lighting can be neon lighting, incandescent lighting, LED lighting, string of lights, and any other form of lighting that serves to attract attention to a business.

SECTION II. That Sec 114-530. Applicability to all Zoning Districts, City of Kingsport, Tennessee is amended by deleting subsection (4) *Lighting*. and substituting in its place the following:

(4) *Lighting*. Neon-type signs are permitted only in B-2, B-3, and B-4P zones. Any sign or illumination shall be prohibited that causes direct glare upon an unrelated building, as determined by the zoning administrator. Signs indicating time, temperature, and barometric pressure shall be permitted if they do not interfere with public safety or create a traffic hazard.

SECTION III. That the Code of Ordinances of the City of Kingsport Tennessee is hereby amended by adding a section to be numbered 114-536, which said section reads as follows:

Sec. 114-536. Decorative Lighting

Decorative Lighting is only allowed in the following zoning districts: B-2, Central Business District, B-3, Highway Oriented Business District, and B-4P, Planned Business District. In addition from November 15th through January 5th, which is generally recognized as the traditional retail holiday season, there is no restriction on decorative lighting.

(1) Decorative lighting where permitted shall be one color, preferably white, and it cannot blink, run or simulate movement or animation of any kind. Cautionary colors of blue, red, green or yellow cannot be used. If a color is other than white is used, all lights must be the same color. If decorative lighting is within 500 feet of a residential area, it must be turned off between the hours of 10:00 p.m. to 6:00 a.m.

(2) If the building ground coverage of a business is 30,000 square feet or more, the maximum linear feet of decorative lighting is 150 linear feet. If the building ground coverage of a business is 8,000 square feet or less, the maximum linear feet of decorative lighting is 40 linear feet. For businesses with intermediate ground coverage, the linear feet of decorative lighting is one-half of one percent of the building ground coverage.

SECTION IV. 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.

JOHN CLARK
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 IV. Signs, 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: 225 W Center St City: Kingsport State: TN Zip Code: 37660 Email: Phone Number: (423) 229-9485		Intent: To amend the signs section of the City Zoning Code by adding the requirement that decorative lighting for businesses is only allowed in B-2, B-3, and B-4P zones.	
Planning Department Recommendation			
(Approve, Deny, or Defer)			
The Kingsport Planning Division recommends APPROVAL			
Planner:	Ken Weems	Date:	10/1/15
Planning Commission Action		Meeting Date:	11/19/15
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

INTENT

To amend the signs section of the City Zoning Code by adding the requirement that decorative lighting for businesses is only allowed in B-2, B-3, and B-4P zones.

Introduction:

This zoning text amendment will assist the City in managing decorative lighting in commercial districts by ensuring that such lighting is not excessive in performing its function. Decorative lighting can be neon lighting, incandescent lighting, LED lighting, string of lights, and any other form of lighting that serves to attract attention to a business. It is important to note that this text amendment will not apply to any residential zones or uses inside the City.

Presentation:

The proposed code change will only apply to businesses in B-2, B-3, and B-4P commercial zones. Lighting arrangements to include neon and light strings will still be displays available to commercial developments. This text change proposal will restrict the amount of decorative lighting available to a business based upon building ground coverage as follows:

If the building ground coverage of a business is 30,000 square feet or more, the maximum linear feet of decorative lighting is 150 linear feet. If the building ground coverage of a business is 8,000 square feet or less, the maximum linear feet of decorative lighting is 40 linear feet. For businesses with intermediate ground coverage, the linear feet of decorative lighting is one-half of one percent of the building ground coverage.

History: A previous version of this text amendment originally received a positive recommendation from the Planning Commission (4-3) during their March 2015 regular meeting. During the Board of Mayor and Alderman work session prior to the scheduled first reading/ public hearing, the Board recommended further Planning Commission review of a proposal which would remove the ordinance restrictions from November 15th through January 5th. This request from the Board would accommodate such lighting techniques for the date range that is generally recognized as the traditional retail holiday season. The current version of this text amendment (November 2015 Planning Commission) accommodates the traditional holiday season.

Staff recommends the following change in the form of an addition to the definitions section of the code as well as Article IV Signs of the zoning code:

SECTION I. That Sec. 114-1. Definitions of the Code of Ordinances, City of Kingsport, Tennessee is amended by adding the following definition:

Sec. 114-1. Definitions:

Decorative Lighting means any lighting that is intended to attract attention to a business as does signage. Decorative lighting is different from illuminating lighting whose purpose is to provide visibility, safety and security on the premises of a business. Decorative lighting is deemed to be an accessory usage to the building and property which it decorates and it is intended that such decorative lighting be appropriate, but not excessive in performing its function. Decorative lighting can be neon lighting,

incandescent lighting, LED lighting, string of lights, and any other form of lighting that serves to attract attention to a business.

SECTION II. That Sec 114-530. Applicability to all Zoning Districts, City of Kingsport, Tennessee is amended by deleting subsection (4) *Lighting*. and substituting in its place the following:

(4) *Lighting*. Neon-type signs are permitted only in B-2, B-3, and B-4P zones. Any sign or illumination shall be prohibited that causes direct glare upon an unrelated building, as determined by the zoning administrator. Signs indicating time, temperature, and barometric pressure shall be permitted if they do not interfere with public safety or create a traffic hazard.

SECTION III. That the Code of Ordinances of the City of Kingsport Tennessee is hereby amended by adding a section to be numbered 114-536, which said section reads as follows:

Sec. 114-536. Decorative Lighting

Decorative Lighting is only allowed in the following zoning districts: B-2, Central Business District, B-3, Highway Oriented Business District, and B-4P, Planned Business District. In addition from November 15th through January 5th, which is generally recognized as the traditional retail holiday season, decorative lighting and holiday lighting is permitted in all zones.

(1) Decorative lighting where permitted shall be one color, preferably white, and it cannot blink, run or simulate movement or animation of any kind. Cautionary colors of blue, red, green or yellow cannot be used. If a color other than white is used, all lights must be the same color. If decorative lighting is within 500 feet of a residential area, it must be turned off when the business is closed.

(2) If the building ground coverage of a business is 30,000 square feet or more, the maximum linear feet of decorative lighting is 150 linear feet. If the building ground coverage of a business is 8,000 square feet or less, the maximum linear feet of decorative lighting is 40 linear feet. For businesses with intermediate ground coverage, the linear feet of decorative lighting is one-half of one percent of the building ground coverage.

Staff recommends sending a positive recommendation to the Board of Mayor and Aldermen to approve this zoning text amendment.



AGENDA ACTION FORM

Public Hearing for Annexation Annual Plan of Services Report

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

Action Form No.: AF-306-2015
 Work Session: December 14, 2015
 First Reading: N/A

Final Adoption: December 15, 2015
 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 2015.

- 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 6393 – Annual Update
- John B Dennis – Ordinance 6224 – Annual Update
- Bays Mtn Park Rd – Resolution 2016-015 – Semi-Annual Update
- O'Neill Annexation – Resolution 2016-060 – 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, 2015.

Attachments:

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

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

DECEMBER 2015 PLAN OF SERVICES UPDATE
FOR ORDINANCE/RESOLUTION NUMBERS: 5958, 6071, 6176, 6188, 6190, 6192, 6202, 6204, 6393, 6224, 2016-015, 2016-060

<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	Complete 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	April 20, 2017	FY 2015
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	June 6, 2019	Complete
John B. Dennis Annex Ordinance No. 6224	08/10/2012	Water Service	Aug. 10, 2017	FY 2017

Bays Mountain Park Rd Annex Resolution No. 2016-015	09/04/2015	Water Service	Sep. 04, 2020	Complete
		Sewer Service	Sep. 04, 2020	Complete
		Street Lights	Sep. 04, 2020	Complete
O'Neill Annexation Resolution No. 2016-060	11/20/2015	Water Service	Nov. 20, 2020	Complete
		Sewer Service	Nov. 20, 2020	Complete
		Street Lights	Nov. 20, 2020	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 15, 2015 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: 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.

Annexation Area: Bays Mtn. Park Rd Annex, Res. No. 2016-015

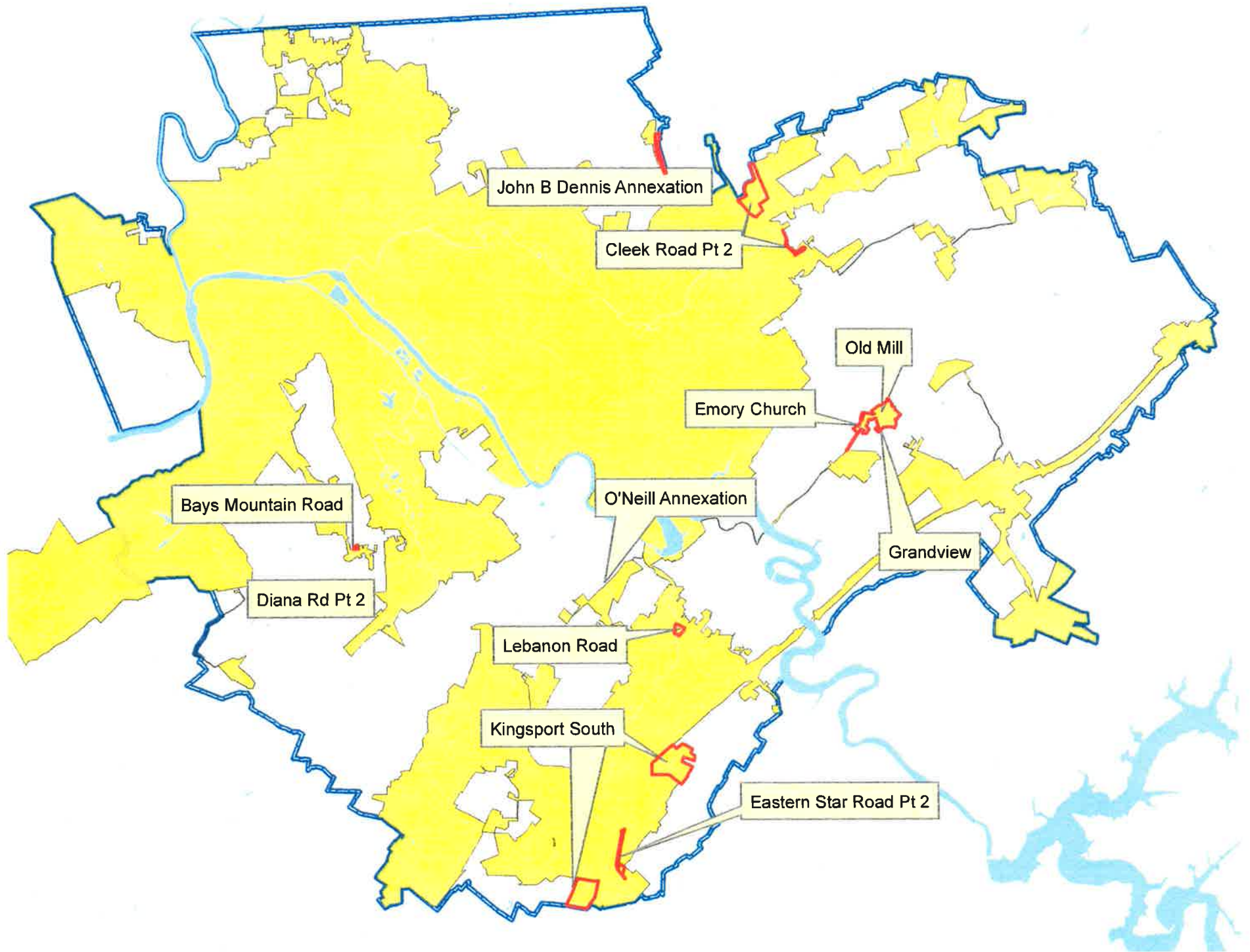
Effective Date: 09/04/2015

POS, deadline: Sewer Service, Water Service, & Street Lights by Sep., 4, 2020

Annexation Area: O'Neill Annexation, Res. No. 2016-060

Effective Date: 11/20/2015

POS, deadline: Sewer Service, Water Service, & Street Lights by Nov. 20, 2015



Pursuant to Tennessee Code Annotated 6-51-108, the City of Kingsport Tennessee is presenting the following report of progress on adopted Plans of Services.

[illegible]



AGENDA ACTION FORM

Amend the Fiscal Year Budget for the Addition of One (1) Position within the Engineering Division of the Public Works Department

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

Action Form No.: AF-291-2015
 Work Session: December 14, 2015
 First Reading: December 15, 2015

Final Adoption: January 5, 2016
 Staff Work By: J. Smith / R. McReynolds
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

In an effort to ensure community confidence in project management, the City of Kingsport, began utilizing the services of a contracted project manager for various large building projects as the City built the Academic Village. Throughout the past few years, the project manager has assisted in delivering many successful projects for the City of Kingsport. As an increased emphasis has been given to project management throughout the organization, the project manager's role has expanded as he has assisted in all division/departments of the city's operations. Forecasting forward, the City is able to provide this service more effectively and efficiently by transitioning the contracted project manager into full-time employment. The Senior Project Manager will be housed within the City Engineering Division as they are tasked with project delivery. This move will align all contractor construction related activities to the Engineering Division.

Attachments:

1. Ordinance
2. Memo

Funding source appropriate and funds are available: *PF*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND
BUDGET BY ADDING A SENIOR PROJECT MANAGER
POSITION FOR THE ENGINEERING DIVISION OF PUBLIC
WORKS FOR THE FISCAL YEAR ENDING JUNE 30, 2016;
AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund budget be amended by amending the authorized positions in the Engineering budget 110-2504 by adding a Senior Project Manager position at a pay grade 49 for Fiscal Year 2015-2016.

SECTION II. 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.

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

Passed on 1st reading: _____
Passed on 2nd reading: _____



To: Jeff Fleming, City Manager
From: Ryan McReynolds, P.E., M.B.A., Assistant City Manager
CC: George DeCroes, Human Resources Director
Date: 12/9/2015
Re: Senior Project Manager

In support of City Management's effort to ensure public confidence and proper use of public funds we have placed an increased emphasis on the need for proper project management of all contracted City projects. Specifically, we have guided various functional managers and their assigned designees through the process of preparing for their capital needs and proper project scoping to the final construction and use of those projects. A vital component of this effort has been the increased utilization of a Senior Project Manager.

The City has historically utilized the contracted Senior Project Manager since the construction of the Academic Village for all large construction projects including V.O Dobbins, J. Fred Johnson Stadium, the Aquatic Center, Meadowview Executive Expansion, Brickyard Park as well as many others. To date, if project management services were added to the architectural or engineering contracts, the City would have paid an additional \$1.5 million or 2% of the projects costs plus hourly on-site inspection charges that would have equated to 1%-2% of the total project (\$750k - \$1.5 million).

For the purposes listed above plus the potential of utilizing the Senior Project Manager throughout the Kingsport City Schools upcoming projects, we recommend the board approve the position that will be housed within the Engineering Division and have an annual cost of approximately \$75,000. The position, like many other services provided by the Engineering Division, will be funded through the capital projects, but with a large discount to the cost we would pay for these services to be acquired via an engineering/architectural contract.

Calendar Year	Estimated Annual Contracted Cost	Actual Cost
2008 - 2015	\$280,000 - \$375,000	\$75,000



AGENDA ACTION FORM

Appropriate Funds Received From Coca-Cola Bottling Company for Pouring Rights at Brickyard Park, Domtar Park and Eastman Park at Horse Creek

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

Action Form No.: AF-282-2015
 Work Session: December 14, 2015
 First Reading: December 15, 2015

Final Adoption: January 5, 2016
 Staff Work By: M. Elkins, A. Sigwalt, K. Frazier
 Presentation By: Morris Baker

Recommendation:

Approve the Ordinance.

Executive Summary:

The BMA approved AF60-2015 to enter into a ten year contract with Coca-Cola Bottling Company for pouring rights at Brickyard Park, Domtar Park and Eastman Park at Horse Creek. As part of the agreement, Coca-Cola will pay sponsorship fees of \$23,000 for the first year and \$3,000 per year for the remaining nine years to the City of Kingsport. A few potential items that could be purchased with the money received include: repair/replace scoreboards at Domtar Park, PA systems for ball fields, shade structures for Brickyard Park, kiosk/tournament bracket boards, additional picnic tables, batting cages for Brickyard Park, and hiring professional consultants to run clinics for youth athletic activities.

This ordinance will appropriate the funds received for the first year.

Attachments:

1. Ordinance

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

ORDINANCE NO. _____

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

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating funds received from the Coca-Cola Bottling Company to the Coca-Cola Appropriation project (NC1604) in the amount of \$23,000 for pouring rights at Brickyard Park, Domtar Park and Eastman Park at Horse Creek.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 111: General Project-Special Revenue</u>			
<u>Coca-Cola Appropriation (NC1604)</u>			
<u>Revenues:</u>	\$	\$	\$
111-0000-364-2000 From Corporations	0	23,000	23,000
<i>Totals:</i>	0	23,000	23,000
<u>Expenditures:</u>			
111-0000-601-2020 Professional Consultant	0	5,000	5,000
111-0000-601-3020 Operating Supplies & Tools	0	10,000	10,000
111-0000-601-9004 Equipment	0	8,000	8000
<i>Totals:</i>	0	23,000	23,000

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

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney


PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Accepting a \$1000 Grant from Swimming Saves Lives Foundation of U.S. Masters Swimming and Appropriate Funds

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

Action Form No.: AF-310-2015
 Work Session: December 14, 2015
 First Reading: December 15, 2015

Final Adoption: January 5, 2016
 Staff Work By: Kari Matheney
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution and Ordinance.


Executive Summary:

The Kingsport Aquatic Center Viperfish, a U.S. Masters Swimming registered team, applied for a grant through the Swimming Saves Lives Foundation, and was awarded \$1000 to be used toward the implementation and operation of an adult swim lesson program in the 2016 calendar year. Currently, the Kingsport Aquatic Center offers American Red Cross Adult Learn to Swim classes, as well as, a U.S. Masters Swimming registered swim team. These grant funds will help to offset costs associated with operating the Adult swim lesson program and allowing participants to continue swimming in the masters swim team program.

It is staff's recommendation that the City accept the grant from the Swimming Saves Lives Foundation to aid in the operation of an Adult Learn to Swim Program.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER TO RECEIVE AN
ADULT LEARN TO SWIM PROGRAM GRANT FROM THE
SWIMMING SAVES LIVES FOUNDATION

WHEREAS, the city, through the Kingsport Aquatic Center, would like to receive a grant from the Swimming Saves Lives Foundation to aid in the operation of the Adult Learn to Swim Program; and

WHEREAS, the grant was applied for through the Kingsport Aquatic Center Viperfish, which is a United States Masters Swimming registered team; and

WHEREAS, the maximum amount of the grant award is \$1,000.00, and requires no match.

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 receive grant funds from the Swimming Saves Lives Foundation in the amount of \$1,000.00 to aid in the operation of the Adult Learn to Swim Program.

SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 15th day of December, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE AQUATIC
CENTER FUND BUDGET BY APPROPRIATING
GRANT FUNDS FOR THE YEAR ENDING JUNE 30,
2016; AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

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

SECTION I. That the Aquatic Center Fund budget be amended by appropriating funds received from the U.S. Masters Swimming, Inc. in the amount of \$1,000 to offset costs associated with the adult swim lesson program.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 419: Aquatic Center Fund			
<u>Revenues:</u>	\$	\$	\$
419-0000-364-3000 From Non-Profit Groups	10,000	1,000	11,000
Totals:	10,000	1,000	11,000
<u>Expenditures:</u>			
419-5019-501-3020 Operating Supplies & Tools	10,026	1,000	11,026
Totals:	10,026	1,000	11,026

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

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Ordinance to Increase Retiree Health Insurance

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

Action Form No.: AF-289-2015
 Work Session: November 16, 2015
 First Reading: November 17, 2015

Final Adoption: December 15, 2015
 Staff Work By: Smith, McCartt
 Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

Based on the recommendations developed by the benefit consultants, the Retiree Health Insurance Fund will be amended by increasing the Retirees Health Insurance premiums and benefits effective January 1, 2016.

This increase excludes the retirement incentive agreements.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Ordinance to Increase Retiree Health Insurance

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

Action Form No.: AF-289-2015
 Work Session: November 16, 2015
 First Reading: November 17, 2015

Final Adoption: December 1, 2015
 Staff Work By: Smith, McCartt
 Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.


Executive Summary:

Based on the recommendations developed by the benefit consultants, the Retiree Health Insurance Fund will be amended by increasing the Retirees Health Insurance premiums and benefits effective January 1, 2016.

This increase excludes the retirement incentive agreements.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE RETIREE HEALTH INSURANCE FUND BUDGET BY INCREASING THE RETIREE HEALTH INSURANCE FOR FISCAL YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Retiree Health Insurance budget be amended by increasing the Retiree Health Insurance premiums and benefits based upon the recommendations developed by the benefit consultant and implemented by the Risk Management Department.

SECTION II. The increase excludes all retirement incentive agreements.

SECTION III. That this ordinance shall take effect January 1, 2016.

ATTEST:

JOHN CLARK, Mayor

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

Approve Offer for the Greenbelt Walkway Project

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

Action Form No.: AF-309-2015
 Work Session: December 14, 2015
 First Reading: N/A

Final Adoption: December 15, 2015
 Staff Work By: R. Trent, M. Thompson
 Presentation By: M. Thompson

Recommendation:

Approve the Resolution.

Executive Summary:

The city has the opportunity to purchase a 7,143 square foot portion of a tract of property referenced as tax map 045K, group D, parcel 023.00. The purchase of this property would allow for future expansion of the Greenbelt Walkway Project as it would tie together the existing greenbelt located on the Wayne Michelli property to city-owned property on Keller Street. An appraisal of the acquisition was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures as well as TDOT regulations and the property appraised for \$35,150.00. The owner of the property, Viktor Sulkowski, is willing to sell the 7,143 square foot portion of the tract of property along with a 10' temporary construction easement to the city for the appraised value of \$35,150.00. A copy of the Purchase Agreement is contained in the attached resolution.

This project will be funded under #GP1520.

Attachments:

1. Resolution
2. Property Sketch and Location Maps

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF REAL PROPERTY FOR THE GREENBELT EXTENSION PROJECT; AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT, IF NECESSARY; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, in order to continue to extend the Greenbelt walkway, the board finds that it is the best interest of the city to purchase a 7,143 square foot portion of a tract of property identified as tax map 045K; group D; parcel 023.00 along with a 10' temporary construction easement; and

WHEREAS, such acquisition would be in accordance with the city's acquisition policy.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That pursuant to the appraisal of property indicating the fair market value, an offer of \$35,150.00 is approved for the purchase of a 7,143 square foot portion of a tract of property identified as tax map 045K; group D; parcel 023.00, along with a 10' temporary construction easement, subject to such conditions as set out in the Purchase Agreement below.

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, a Purchase Agreement for a 7,143 square foot portion of a tract of property identified as tax map 045K; group D; parcel 023.00, along with a 10' temporary construction easement, 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 draft of the agreement being as follows:

AGREEMENT

THIS PURCHASE AGREEMENT (herein "Agreement") made and entered into on the date of the notary acknowledgment of the Seller's signature between **VIKTOR P. SULSOWSKI**, (hereinafter referred to as the "Seller"), and **THE CITY OF KINGSPORT, TENNESSEE**, a municipality organized under the laws of the State of Tennessee (hereinafter referred to as the "Buyer").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including specifically, without limitation, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. SALE. Seller agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Seller, subject to the terms and conditions of this Agreement a 7,143 square foot portion of a tract of property situate, lying and identified as tax map 045K; group D; parcel 023.00, Kingsport, Sullivan County, Tennessee, more particularly described on Exhibit A attached hereto and hereby made a part hereof, together with all improvements and fixtures situated thereon, if any, and also together with all hereditments and appurtenances thereunto

belonging or in any way appertaining (the "Real Property").

2. PURCHASE PRICE.

(a) Amount. The purchase price to be paid by Buyer to Seller for the Real Property shall be Thirty Five Thousand One Hundred Fifty and No/100 Dollars (\$35,150.00) (the "Purchase Price").

(b) Terms of Payment. Subject to the adjustment provided for herein the Purchase Price, less the prorated property taxes as of the date of closing, shall be paid by Buyer to Seller in cash or certified funds payable to Seller on the Closing Date.

3. CLOSING. The closing shall occur on or before March 1, 2016, (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 the Buyer (the "Closing"). Buyer and Seller agree to deliver and execute such other 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.

4. SURVEY. Immediately upon the execution of this Agreement, Buyer shall, at Buyer's cost, cause a survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder as more specifically provided in Section 5 hereof, to be prepared on the Real Property by a licensed surveyor acceptable to Buyer. The survey shall be made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title surveys for a Class A survey. Such survey shall show the total area of the Real Property in square feet, easements, if any, location of adjoining streets and rights of way, building setback lines, and such other details as may be required by Buyer. Once prepared, the survey description will replace Exhibit A and will become a part of this Agreement identified as Exhibit A-1, and such survey description shall be insurable (and shall be insured) by the title insurance company. If the survey (i) is for good cause not acceptable to Buyer's title insurance company; or (ii) shows the dimensions of the Real Property to be other than as set forth on Exhibit A; or (iii) shows any materially adverse conditions or matters affecting the Real Property which are not approved by Buyer, then Buyer, within twenty (20) days from receipt of such survey, shall notify Seller in writing of Buyer's objections to the survey and Seller shall thereupon have twenty (20) days to remove or cure such objections to the satisfaction of the Buyer and the title company. If Seller fails to satisfy such objections with the time specified, Buyer shall have the right to (i) terminate this Agreement; (ii) extend the time period for removing or curing any objectionable item by written notice to Sellers; or (iii) close this purchase and sale without reduction in the Purchase Price.

5. TITLE INSURANCE. Buyer, at its expense, shall secure an owner's title insurance commitment to issue a title insurance policy insuring Buyer's fee simple interest in the Real Property to the extent of the Purchase Price. The title insurance commitment will be issued by a reputable title insurance company chosen by Buyer and will contain exceptions only for real estate taxes and assessments for the current year which are not yet due and payable, and any other exceptions Buyer may approve in writing. If the commitment contains other exceptions, not acceptable to Buyer, then Buyer shall so notify Seller of such exceptions within twenty (20) days of Buyer's receipt of the commitment, and Seller shall have twenty (20) days from receipt of the Buyer's objections, to resolve such exceptions to the satisfaction of the Buyer. If Seller is unable to cure or resolve such exceptions to Buyer's satisfaction within the time specified, Buyer shall have the right to terminate this Agreement, extend the cure period, or proceed to close this Agreement. In the event Buyer elects to terminate this Agreement pursuant to this Section 5, then this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement.

6. DEED AND TITLE.

(a) Seller hereby agrees to convey to Buyer a good and marketable fee simple title to the Real Property, without exceptions, except as expressly provided herein, by a good and valid general warranty deed, in statutory form, suitable for recordation. Title to the Real Property shall not be subject to any easements, encumbrances or other exceptions which Buyer, in its sole discretion, deems unacceptable.

(b) In the event, as of the Closing Date, Seller is unable to convey marketable title to the Real Property due to defects in Seller's title, or Sellers are unable to convey title due to exceptions Buyer finds unacceptable, then Closing shall be postponed for a reasonable period of time not to exceed 30 days until Seller shall remove said title defects or exceptions. If Seller is unable to cure such title defects or exceptions within said 30 days, this Agreement shall be null and void and there shall be no further obligations between the parties. If Buyer shall waive such title defects or

exceptions by so notifying the Seller in writing, or if Seller shall have cured such defects or exceptions, as provided herein, the obligations of the parties hereunder shall not be affected by reason thereof, there shall be no abatement or reduction of the Purchase Price, and this transaction shall be consummated in accordance with the terms and provisions of this Agreement, except that such title defects or exceptions that are waived by Buyer, if any, shall be set forth as exceptions in the deed.

7. CONDITION OF PROPERTY. There has been no storage, disposal, treatment or release of hazardous substances during the period of Seller's ownership, and to the best of Seller's knowledge, the Real Property has not been used, and is not presently being used, and will not through the Closing Date, be used for the storage or disposal of hazardous substances. (The term "hazardous substances" shall have the broadest meaning given under applicable state and federal law, including without limitation that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601 et seq.) Seller is not aware of any facts, conditions or circumstances indicating any form of environmental contamination affecting any properties which are adjacent to the Real Property. There are no encumbrances, liens, or charges of any kind upon the Real Property that will not be satisfied and discharges in full by Seller and released at or before Closing in a form satisfactory to Buyer. There are no contracts, agreements, or arrangements relating to the use and operation of the Real Property not disclosed herein. Seller represents that there is no pending or threatened litigation that does or will materially and adversely affect the Real Property or its value.

8. CONDITIONS PRECEDENT.

Buyer's obligations pursuant to this Agreement are contingent upon and subject to the satisfaction, as of Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by the Buyer at, or prior to Closing):

(1) The results of the title examination report and title insurance commitment described in Section 5 shall be acceptable to Buyer in its sole discretion as of Closing. There shall be no change in the matters reflected in the title insurance commitment described in Section 5 hereof, and there shall not exist any encumbrances or title defects affecting the Real Property not described in such title insurance commitment.

(2) All of the representations, warranties and conditions of Seller set forth in this Agreement shall be true and correct as of the date hereof, and as of the Closing Date, and Seller shall not, on or prior to Closing, have failed to meet, comply with or perform any conditions or obligations on Seller's part required by the terms of this Agreement.

(3) There shall be no change in the matters reflected in the survey described in Section 4 hereof, and there shall not exist any easement, right of way, encroachment, waterway, pond, flood plain, conflict, or a protrusion with respect to the Real Property not shown on the survey.

If any condition specified in this Section 8 is not fully satisfied by Closing, or any extension thereof pursuant to this Agreement, Buyer may, at its option, waive such unsatisfactory condition precedent and consummate this Agreement, or may terminate this Agreement by written notice to Seller, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement. It shall be the right of the Buyer at its sole discretion and upon written notice to the Sellers to terminate this Agreement at any time prior to the closing of the property if it shall deem the property not suitable for its needs, and upon such termination, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement.

9. 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:	Viktor P. Sulkowski 421 W. Main Street Jonesborough, Tennessee 37659
BUYER:	City of Kingsport, Tennessee 225 West Center Street Kingsport, Tennessee 37660 Attention: J. Michael Billingsley

10. PRORATIONS. 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.

11. EXPENSES OF SELLER. In closing this transaction, Seller shall be charged with the

following:

- (a) The cost of preparation of the warranty deed;
- (b) The fees and expenses of any attorney or other advisor engaged by Seller in connection with this transaction;
- (c) The commission or fees charged by any real estate broker or agent retained or used by the Seller in connection with this transaction; and
- (d) All expenses incurred in connection with the release of any prior existing indebtedness, including without limitation any prepayment penalties; and
- (e) Prorated taxes.

12. 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; and
- (d) The cost of the survey provided pursuant to Section 4.

13. RISK OF LOSS. The risk of loss or damage to any of the Real Property described above by fire, vandalism, or other casualty shall remain with the Seller until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of Buyer. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer shall have the option to (a) negotiate an equitable reduction in the Purchase Price or (b) close this Agreement at the stated Purchase Price and accept all insurance funds and other monies payable to Seller regarding such loss or damage. If action is necessary to recover under any casualty policy, Seller shall cooperate with Buyer in bringing such action in Seller's name and Seller shall reimburse Buyer for the attorney's fees and other expenses incurred by Buyer to pursue such claim.

14. TIME IS OF THE ESSENCE. Time is of the essence to the performance of this Agreement.

15. MERGER CLAUSE. All understandings and agreements heretofore had between the parties are merged in this 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 Agreement, made by the other, or by any agent, employee, servant, or other person representing or purporting to represent the Seller. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein.

16. POSSESSION. Delivery of possession of the Real Property shall occur at Closing.

17. CAPTIONS. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

18. ENTIRE AGREEMENT; MODIFICATIONS. This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

19. CONTROLLING LAW; VENUE. This 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 Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

20. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. 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 Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals the day and year first written above.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A - Description of Real Property

Situate, lying and being in the 12th Civil District of Sullivan County, Tennessee, and more particularly described as follows:

BEGINNING AT AN IRON PIN ON THE SOUTHEAST RIGHT-OF-WAY LINE OF KELLER STREET, SAID IRON PIN BEING AT THE CORNER OF LOT 3 OF THE DEVAULT'S ADDITION TO THE CITY OF KINGSPORT AND THE CITY OF KINGSPORT PROPERTY, THENCE S 27°36' E, 143.34 FEET TO AN IRON PIN AT THE NEW DIVISIONAL LINE BETWEEN LOT 3 AND LOT 3A OF THE DEVAULT'S ADDITION TO THE CITY OF KINGSPORT, THE TRUE POINT OF BEGINNING, THENCE WITH SAID NEW DIVISIONAL LINE, S 66°30' W, 70.35 FEET TO AN IRON PIN ON THE MICHELLI LINE, THENCE WITH THE DIVISIONAL LINE BETWEEN MICHELLI AND LOT 3A, S 24°16' E, 79.30 FEET TO THE SOUTH FORK HOLSTON RIVER, CROSSING AN IRON PIN AT 54.30 FEET, THENCE WITH THE SOUTH FORK HOLSTON RIVER, S 88°06' E, 85.92 FEET TO A POINT, CORNER TO FRITZ, THENCE WITH THE DIVISIONAL LINE OF LOT 3A, FRITZ, AND THE CITY OF KINGSPORT PROPERTY, N 27°36' W, 116.44 FEET, CROSSING AN IRON PIN AT 25.00 FEET, TO THE TRUE POINT OF BEGINNING, CONTAINING 7,143 SQUARE FEET AS SHOWN ON A PLAT TITLED, SUBDIVISION OF LOT 3, DEVAULT'S ADDITION TO THE CITY OF KINGSPORT, BY CARTER, CARR AND ASSOCIATES.

THERE IS ALSO RETAINED FOR THE DURATION OF CONSTRUCTION A 10' TEMPORARY CONSTRUCTION EASEMENT LOCATED ALONG THE NORTHERLY SIDE OF THE NEW DIVISIONAL LINE BETWEEN LOT 3 AND LOT 3A CONTAINING 704 SQUARE FEET, MORE OR LESS.

AND BEING the same property conveyed to Viktor P. Sulkowski by Deed from Allyn Hood, dated September 30, 2003, of record in Book 2021C, Page 374, Register's Office for Sullivan County, Tennessee, to which deed reference is here made.

SECTION III. That the Mayor is further authorized to make such changes, approved by the mayor and 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 immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 15th day of December, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

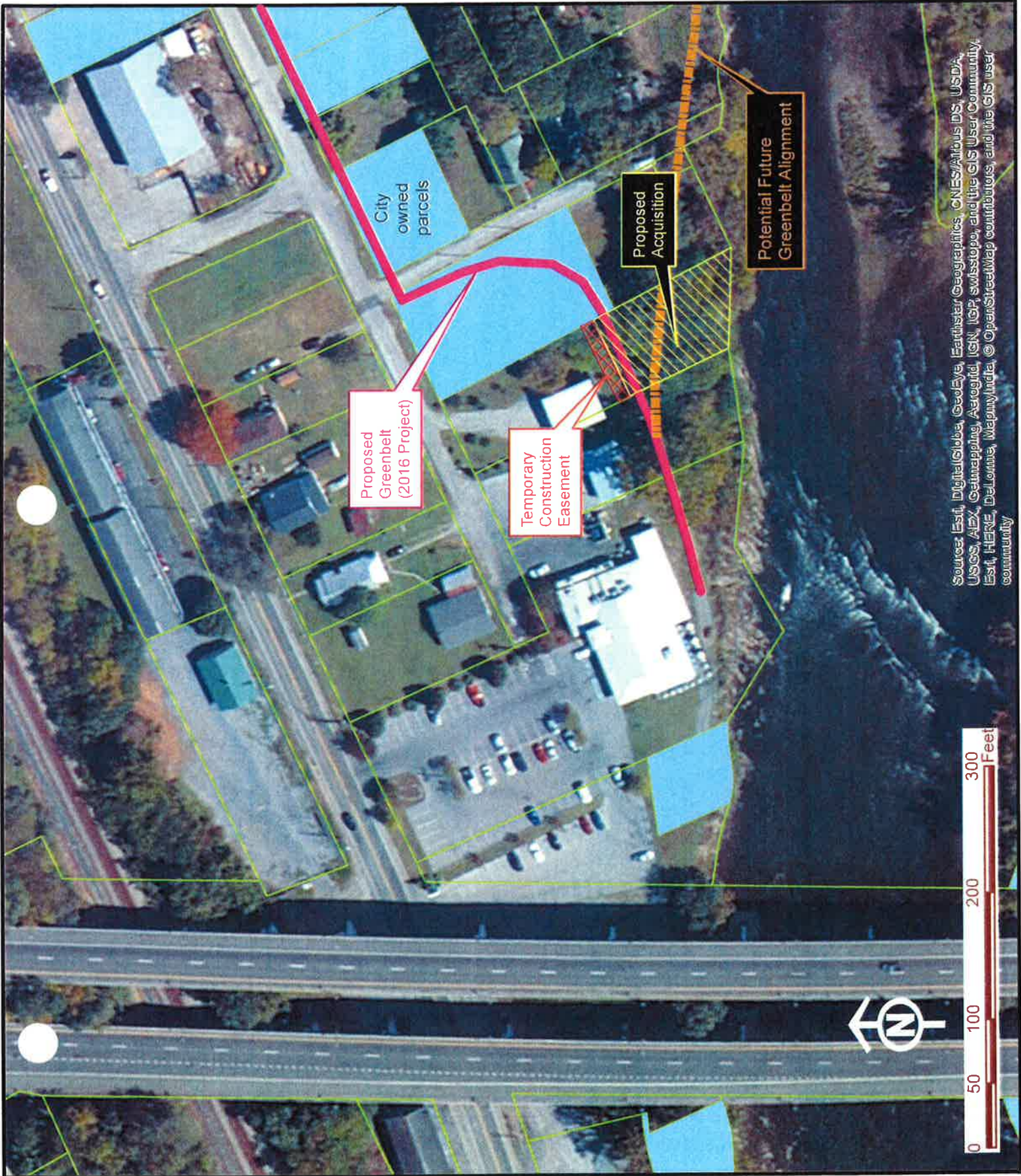
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Legend

- Collector Street
- Ramp
- Expressway
- Interstate
- Minor Arterial
- Major Arterial
- Local Streets

Property Location Map - Sullivan County, TN
Greenbelt Property Acquisition - Sulkowski Tract





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

Property Detail Map - Sullivan County, TN Greenbelt Property Acquisition - Sulkowski Tract

Legend

City Owned Property

Parcels

Sullivan Co.



AGENDA ACTION FORM

Accept Bid for Bays Mountain Park Barge

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

Action Form No.: AF-287-2015
 Work Session: December 14, 2015
 First Reading: N/A

Final Adoption: December 15, 2015
 Staff Work By: Ken Childress
 Presentation By: Ken Childress, Morris Baker

Recommendation:

Approve the Resolution.

Executive Summary:

Bays Mountain Park is seeking to replace the current barge which is 35 years old. The diverse uses of the barge require a unique size and design, necessitating an on-site, custom build. This barge is used from March through November to present educational nature programs to adults and children along with other uses including: business meetings, collegiate research projects, weddings, birthday parties, and occasional fishing trips for handicapped students. No housing is provided or will be provided for the barge. It remains on the lake year round. Approximately 800 trips are made each year with the present barge. The new barge will be the larger at 24 by 30 feet (present barge is 16 by 30 feet) and a larger capacity at 30 people, with old barge capacity being 25 people. This new larger barge will accommodate more individuals.

The first solicitation for bid garnered no replies. The boat dimensions and curvature of the park entrance road dictate that the boat be built on site, rather than pre-built and transported to the park. Accessibility of the lake is also limited. A boat ramp is not available and would make launching a barge made off-site difficult. The above factors make it is a necessity that the barge be built on-site. The present barge was built on site, for the same reasons outlined above. The bid came in at \$165,000, above the original estimate of \$130,000. It is the recommendation by staff to accept the bid submitted for \$165,000.

Attachments:

1. Resolution
2. Bid Minutes

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF
A PONTOON BOAT FOR BAYS MOUNTAIN PARK TO THE BOAT
DOCTORS AND AUTHORIZING THE CITY MANAGER TO
EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened October 21, 2015, for the purchase of a pontoon boat for Bays Mountain Park; and

WHEREAS, upon review of the bids, the board finds The Boat Doctors is the best 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 a custom built pontoon boat from The Boat Doctors, at a total purchase cost of \$165,000.00; and

WHEREAS, funding is identified in project GP1509, account number 31100006019003.

Now therefore,

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

SECTION I. That the bid for the purchase of a custom built 24 X 30 pontoon boat for Bays Mountain Park, at a total purchase cost of \$165,000.00, is awarded to The Boat Doctors, 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 public.

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

ADOPTED this the 15th day of December, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
October 21, 2015
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:

PONTOON BOAT FOR BAYS MOUNTAIN PARK					
Vendor:	Qty.:	Unit Cost:	Option A:	Delivery Time:	Make/Model:
The Boat Doctors	1	\$165,000.00	\$32,000.00	5 Months	Custom

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

INVITATION FOR BID

THIS FORM MUST BE COMPLETED AND
SIGNED FOR YOUR BID TO BE CONSIDERED VALID

Address to: Procurement Manager
City of Kingsport
225 W Center Street
Kingsport, TN 37660
phone (423) 229-9419 or fax (423) 224-2433

Date Issued: 09/30/15
F.O.B. Kingsport
Total Number of Pages: 14

This sealed bid in the original copy, subject to the terms and conditions on the attachment, will be received by the Procurement Manager until 4:00 P.M., Eastern Time on October 21, 2015 at which time will be publicly opened in the Council Room, City Hall, 225 W. Center Street, Kingsport, Tennessee. IN THE LOWER LEFT CORNER OF YOUR ENVELOPE ADDRESSED TO ABOVE, MARK YOUR ENVELOPE "PONTOON BOAT" AND DATE OF THE OPENING

READ TERMS AND CONDITIONS BEFORE COMPLETING THIS FORM

Item	Quantity	U/I	Description	Unit Price	Total Price
01	1	EA	PONTOON BOAT AS PER ATTACHED SPECIFICATIONS*		
02	1	EA	OPTION A BRAND/MODEL <u>Custom</u> DELIVERY/COMPLETION TIME <u>5 months</u>		

\$165,000.00

\$32,000.00

In compliance with this Invitation for Bid and subject to all conditions thereof, the undersigned agrees, if this bid is accepted within 90 days from the date of the opening, to furnish all of the material/service upon which prices are quoted, delivered at the designated point(s) within the time specified

(A) Terms: NET
(B) Specification/Letter of explanation enclosed: YES () NO (x)

De-V
Handwritten Signature of Authorized Representative
The Boat Doctors
Name of Firm
10/13/15
Date

THIS FORM MUST BE SIGNED TO BE CONSIDERED COMPLETE

TERMS AND CONDITIONS

1. Bids must be submitted on this form only and bear the handwritten signature of an authorized representative of the firm to be considered valid. Each bid will be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed. Telephone bids or fax bids will not be accepted. Unless otherwise stated by the City, no bidder may withdraw his bid within a period of sixty (60) days after the date set for the opening of bids.
2. If prices are quoted FOB Kingsport, TN., delivery to City of Kingsport locations shall be without additional charge.
3. Failure to examine any drawings, specifications, and instructions will be a bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications and instructions or other documents, he should submit a written request for an interpretation to the Procurement Manager. An interpretation of the documents will be made only by addendum issued by the Procurement Manager to each firm to whom an invitation was forwarded. The City will not be responsible for explanation or interpretations of bid documents except as issued in accordance herewith.
4. Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent.
5. The bidder is requested to attach brochure-type information on the supplies furnished. All guaranteed and warranties should be clearly stated.
6. Taxes. The City is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.
7. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.
8. Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form.
9. Any alteration, erasure, addition to or omission of requested information, change of the specifications, or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.
10. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of receipt of all material covered by the order/contract, whichever is the later date.

11. Charges for boxing or cartage will not be allowed unless previously agreed upon.
12. Default in promised delivery and failure to comply with specifications authorizes the City to purchase supplies elsewhere and charge the difference to defaulting Vendor.
13. Bidder agrees to defend and save City of Kingsport from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patents relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
14. In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail.
15. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
16. Contracts and purchases will be made or entered into with the lowest, responsible, compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
17. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its INVITATION TO BID, unless otherwise expressly provided in the INVITATION TO BID. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its INVITATION TO BID.
18. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.
19. The City, in accordance with its governing directives, reserves the right to reject any and all bids, to waive any informality or irregularities in bids and unless otherwise specified by the bidder, to accept any item.
20. This Bid includes an option to allow the City of Kingsport the right to purchase additional vehicles/equipment. The City's use of this option will be dependent upon the price offered by the vendor and the availability of funding. The City may exercise this option clause for a period of twelve (12) months after the award of the Bid. The City is aware that costs may increase for vehicle/equipment manufacture and delivery, and therefore a price adjustment for unit cost may be negotiated between the two parties. Documentation of cost increase is to be provided to the City by the Awarded Bidder as requested.

Bays Mt Pontoon Boat Specifications

The unit to be furnished under this proposal shall be a gasoline and electric motor powered pontoon boat capable of holding 30 people. This boat is used on a City owned 44 acre lake. Each trip is a casual 1.5 mile ride. The boat may operate in winds up to 15 MPH. Educational nature programs are presented to adults and children; other uses include small business meetings, weddings, birthday parties, and occasional fishing trips for handicapped students. No housing is provided for the boat, it remains on the lake all year long. Approximately 800 trips are made each year. This unit shall be delivered, set up, and made ready for service.

Compliance with the specifications shall be so noted in the yes or no columns designated. Any addition, deletion, or variation from the following specifications shall be so stated in the space provided. These specifications shall be construed as minimum; however, all exceptions will be weighed carefully against the needs, experiences, and resources of the City of Kingsport. These specifications also require the bidder furnish descriptive literature, complete specifications, and all other technical data on the equipment as proposed by the prospective bidder. Failure to comply with these conditions will deem the bidder as non-responsive.

	Minimum Specifications	Bidder Complies Yes	Bidder Complies No	Exceptions
1.0	SIZE	<input checked="" type="checkbox"/>		
1	16 feet wide	<input checked="" type="checkbox"/>		
2	30 feet long	<input checked="" type="checkbox"/>		
3	Minimum capacity 6,000 lbs. (30 people)	<input checked="" type="checkbox"/>		
2.0	TIE DOWN CLEATS			
1	One on left of front, one on right of front	<input checked="" type="checkbox"/>		
2	One on front of left side, one on back of left side	<input checked="" type="checkbox"/>		
3	One on front of right side, one on back of right side	<input checked="" type="checkbox"/>		
3.0	DECKING			
1	Composite decking material	<input checked="" type="checkbox"/>		
2	Color shall be tan	<input checked="" type="checkbox"/>		

Bays Mt Pontoon Boat Specifications

	Minimum Specifications	Bidder Complies Yes	Bidder Complies No	Exceptions
4.0	PONTOONS			
1	Pontoons shall have multiple bulkheads	✓		
3	If center pontoon is required, it should be recessed from the front of boat	✓		
2	Reinforce bottom of pontoons with aluminum angle	✓		
5.0	MOTORS			
1	One 75 horsepower four stroke motor with electric trim and tilt	✓		
	OPTION A (Lines 2 through 7)			
2	Two 8 horsepower Lithium Ion battery powered electric motors	✓		
3	4 lithium ion batteries minimum capacity of 2,797 watt hours	✓		
4	Provide one charging station for the above Lithium ion batteries	✓		
5	Mount 4 Lithium ion batteries on boat	✓		
6	Shall provide electrical connection for charging Lithium ion batteries from a dock mounted charger	✓		
7	Vandalism protection package shall be provided and shall accept a #3 padlock	✓		
6.0	SIDE RAILS			
1	Aluminum railing around entire deck shall be provided and meet Coast Guard regulations	✓		
2	Space between rails shall be dictated by Coast Guard regulations	✓		
3	Overall height shall be in compliance with Coast Guard regulations	✓		
7.0	ROOF			
1	Minimum height 7 feet	✓		
2	Sunbrella Plus Canvas	✓		

Bays Mt Pontoon Boat Specifications

	Minimum Specifications	Bidder Complies Yes	Bidder Complies No	Exceptions
8.0	HANDICAP ACCESSIBLE ENTRANCE DOORS			
1	One door in middle of left side	✓		
2	One door in middle of right side	✓		
3	One door in middle of front	✓		
4	Vandalism protection package shall be provided and shall accept a #3 padlock	✓		
9.0	HELM			
1	Shall be provided at rear of boat; to accept gauges and controls	✓		
2	Dual throttles, one for gas motor, one for electric motors	✓		Do you still want Dual throttles if you don't go w/ option for Electric motor?
3	Shifter for forward and reverse control	✓		
4	Gauges in console to include battery meters for Lithium ion batteries	✓		
5	Gauges in console to include controls for dimmable LED lighting	✓		
6	Gauges in console to include: speedometer	✓		
7	Gauges in console to include gas engine gauges - as appropriate	✓		
8	Additional space shall be provided to add new gauges and controls in the future, which shall be a fish finder / GPS, lightning detector, and PA/sound system	✓		
9	Storage shall be provided inside helm	✓		
10	Vandalism protection package for storage area shall be provided and shall accept a #3 padlock	✓		

Bays Mt Pontoon Boat Specifications

	Minimum Specifications	Bidder Complies Yes	Bidder Complies No	Exceptions
11	Captain's chair shall be located at helm	✓		
12	Captain's chair shall be covered with marine grade vinyl	✓		
13	Captain's chair shall be mildew resistant	✓		
14	Captain's chair shall be UV resistant	✓		
15	Captain's chair shall have stainless steel hardware	✓		
16	Captain's chair shall have 360 degree swivel	✓		
17	Captain's chair shall have adjustable height	✓		
18	Captain's chair shall have moveable armrests	✓		
19	Captain's chair shall have foam padding	✓		
20	10 sets of ignition keys	✓		
10.0	DIMMABLE LED LIGHTING ON ROOF AND DECK			
1	Shall provide one strand of waterproof Warm White (3,500K) LED light strips around perimeter of roof - see figure #1	✓		
2	Shall provide one strand of waterproof RGB (Red, Green, Blue) LED light strips around perimeter of roof - see figure #1	✓		
3	LEDs shall be located on the underside of roof	✓		
4	LEDs on roof shall be placed in metal trough - see figure #2	✓		
4	Shall provide one strand of waterproof Warm White (3,500K) LED light strips around perimeter of deck	✓		
5	Shall provide one strand of waterproof RGB (Red, Green, Blue) LED light strips around perimeter of deck	✓		

Bays Mt Pontoon Boat Specifications

	Minimum Specifications	<u>Bidder</u> <u>Complies</u> Yes	<u>Bidder</u> <u>Complies</u> No	Exceptions
6	LEDs on roof – shall provide an individual on/off switch and wireless dimmer for Warm White light strand; shall provide an individual on/off switch and dimmer for Red light strand; shall provide an individual on/off switch and dimmer for Green light strand; shall provide an individual on/off switch and dimmer for Blue light strand	✓		
7	LEDs on deck – shall provide an individual on/off switch and wireless dimmer for Warm White light strand; shall provide an individual on/off switch and dimmer for Red light strand; shall provide an individual on/off switch and dimmer for Green light strand; shall provide an individual on/off switch and dimmer for Blue light strand	✓		
8	Install waterproof LED on/off switches on helm	✓		
9	Install waterproof LED dimmers on helm	✓		
10	Minimum lumen for all Warm White LED light strands shall be 3,000 per 5 meter length	✓		
11	Minimum lumen for RGB (Red, Green, Blue) LED light strands shall be 4,300 per 5 meter length	✓		
12	Shall provide an independent battery/electrical system for LED lighting	✓		
11.0	PERSONAL FLOTATION DEVICE STORAGE			
1	Two enclosed weatherproof storage spaces shall be provided at the rear of the deck – for USCG approved life vests	✓		
2	A USCG approved life ring shall be provided	✓		

Bays Mt Pontoon Boat Specifications

	MINIMUM SPECIFICATIONS	<u>Bidder</u> <u>Complies</u> Yes	<u>Bidder</u> <u>Complies</u> No	Exceptions
12.0	ANCHOR			
1	Anchor with electric winch shall be provided	✓		
2	Pivoting fluke anchor shall be used	✓		
4	Weight of anchor shall be determined by size and weight of boat	✓		
4	Anchor shall have nylon rope with minimum break strength of 4,000 pounds	✓		
5	Nylon rope shall be 100 feet long	✓		
6	Electric winch shall be a 12 volt system	✓		
13.0	FUEL TANKS			
1	One 6 gallon minimum capacity fuel tank shall be provided, including fuel line and motor /tank connections. Also include an electric 25 gallon wheeled portable gas caddy.	✓	✗	Don't think would be good For Terrain
14.0	FIRE EXTINGUISHERS & PA SYSTEM			
1	Shall mount two B-I fire extinguishers & PA System with four speakers	✓		
15.0	GENERAL SPECIFICATIONS			
1.	Latest, current production model, "DESCRIPTION OF ITEM TO BE PURCHASED"; new and unused with all standard equipment as offered by the manufacturer.	✓		
2.	All parts, accessories, equipment, and safety features considered as standard by the equipment manufacturer; whether herein specified or not, shall be considered as required.			
3.	This complete unit(s) shall be built and delivered complete and ready			

Bays Mt Pontoon Boat Specifications

	<p>for use in full compliance with federal, state, and local requirements and regulations.</p> <p>4. This unit and all other related equipment incorporated into this unit shall be designed, built, manufactured, constructed, and installed in accordance with all applicable safety codes, design, and manufacturing standards as outlined by USCG, NMMA and related organizations, standards agencies or manufacturers.</p> <p>5. This unit(s) and attachments shall embody the highest quality materials and workmanship available.</p>	✓		
16.0	MANUALS			
	One set of owner/operator manuals, parts books, wiring diagrams, lubrication charts, and all other technical data for this unit(s), as equipped, shall be provided upon delivery	✓		
17.0	DELIVERY			
	<p>1. Unit(s) shall be delivered complete with all provided options installed and a full tank(s) of fuel regardless of fuel types or tank quantities.</p> <p>2. The Diesel Exhaust Fluid tank shall be full if applicable to the unit(s).</p> <p>3. Unit(s) shall be delivered complete with NO dealer advertising logos affixed to the interior or exterior of the unit(s) prior to delivery.</p> <p>4. Delivered unit(s) shall come with all required paperwork to complete the purchase and registration process and shall include at a minimum:</p> <ul style="list-style-type: none"> a. Invoice b. Mileage Statement (if applicable) c. Manufacturer's Statement of Origin (MSO) (if applicable). <p>5. Delivery acceptance of unit(s) may be refused, if any part of the awarded specifications is not maintained.</p> <p>6. Delivery acceptance of unit(s) may be refused if any device, feature or system is deemed as unsafe to the operator and/or the general public as determined by the City of Kingsport's knowledge or experience.</p>	✓		

Bays Mt Pontoon Boat Specifications

	<p>7. Delivered unit(s) are required to complete an acceptance inspection (school buses will require the additional State of Tennessee inspection) and shall be inspected against awarded specifications as a total unit, regardless of multiple manufacturer contributions to the completed elements of the unit(s), before acceptance is granted.</p> <p>8. Bidder misunderstanding and/or misinterpretation which results in an unsatisfactory bid or final delivered product is not the responsibility of the City of Kingsport.</p> <p>9. The City of Kingsport shall have the sole interpretation of the bid requirements and shall have final determination whether submitted bids and/or the final product delivered satisfy the requirements of the bid.</p> <p>10. All awarded bids shall be subject to final inspection of the unit(s) ordered by the Fleet Manager, or designee, and must be compliant with all bid requirements prior to acceptance of the unit(s) and final payment.</p> <p>11. Any non-compliant unit(s) must be made compliant at the expense of the awarded bidder and within a reasonable time frame, as determined by the City of Kingsport.</p> <p>12. Misinterpretation of the specifications by the vendor or failure to supply the appropriately equipped unit(s) specified or intended, based on the City of Kingsport's interpretation, shall be corrected to the benefit of the City of Kingsport by the awarded bidder at the bidder's expense.</p> <p>13. In all cases the City of Kingsport's interpretation and definition of unit(s) specifications and requirements shall be the final determination of a successful final inspection and compliance with awarded specifications before unit acceptance will be granted.</p> <p>14. Failure to provide the requested documentation on delivery shall be considered as non-compliance to awarded specifications and allows the City of Kingsport the right to refuse acceptance.</p>	✓		
18.0	WARRANTY			
	<p>1. Manufacturer's full warranty shall be applicable to this unit(s) as delivered (Example: 12 month, 12,000 miles minimum).</p> <p>2. Awarded vendor shall be required to reimburse any expenses incurred by the City covering transport labor cost or shipment charges on any component failure when component manufacturer requires an "Authorized</p>	✓		

Bays Mt Pontoon Boat Specifications

<p>dealer repair only" and when the authorized repair facility extends beyond a fifty (50) mile radius of the City of Kingsport city limits during the warranty period.</p> <p>3. Awarded vendor shall agree to perform any and all warranty work on any installed attachment and/ or component through the complete warranty period which will begin at the time the unit(s) are placed in-service. This specification requires delayed warranty start on complete unit.</p> <p>4. Complete unit with all installed options shall have a minimum 100% full warranty (parts and labor) for a period of one (1) year from the time of delivery to the City of Kingsport.</p> <p>5. Warranty claims shall be addressed within a period 3 days from time of notification by the awarded vendor.</p> <p>6. Successful completion of any warranty repair shall be no longer than 2 weeks (10 business days) from time of notification.</p> <p>7. This warranty specification shall be honored in conjunction with any manufacturer's standard warranty regardless of exclusions.</p> <p>8. Towing service shall be provided through the warranty period for warrantable breakdowns requiring tow.</p>	✓		
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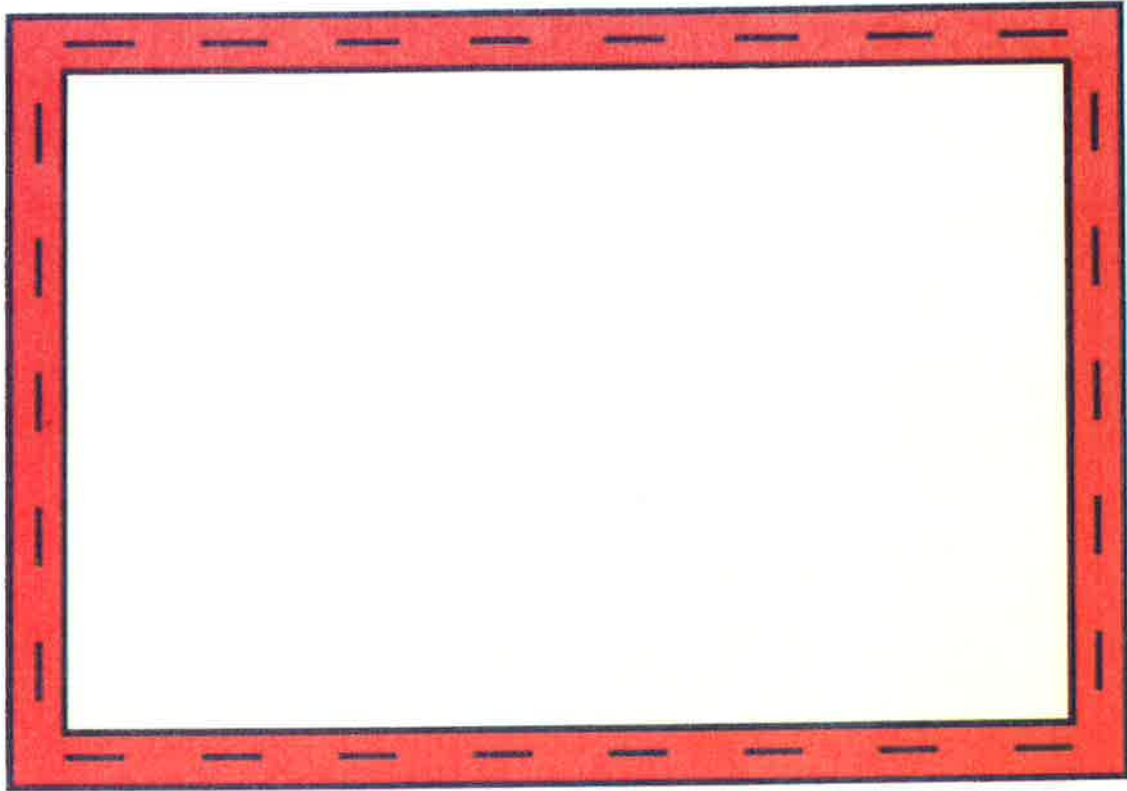
19.0	MISCELLANEOUS INFORMATION REQUIRED	Vendor shall supply the following information in the space provided on the unit proposed		
Location (City, State) of Manufacturer	Location (City, State) of Dealership	Percentage of Import/ Domestic Content	Anticipated Fuel Economy of Unit in estimated Miles Per Gallon City and Highway	
Bristol TN	Bristol TN	100% Domestic Purchase	NA	

Purchased from U.S.
Distributors

LED Lighting Specifications

NOT TO SCALE

Figure 1

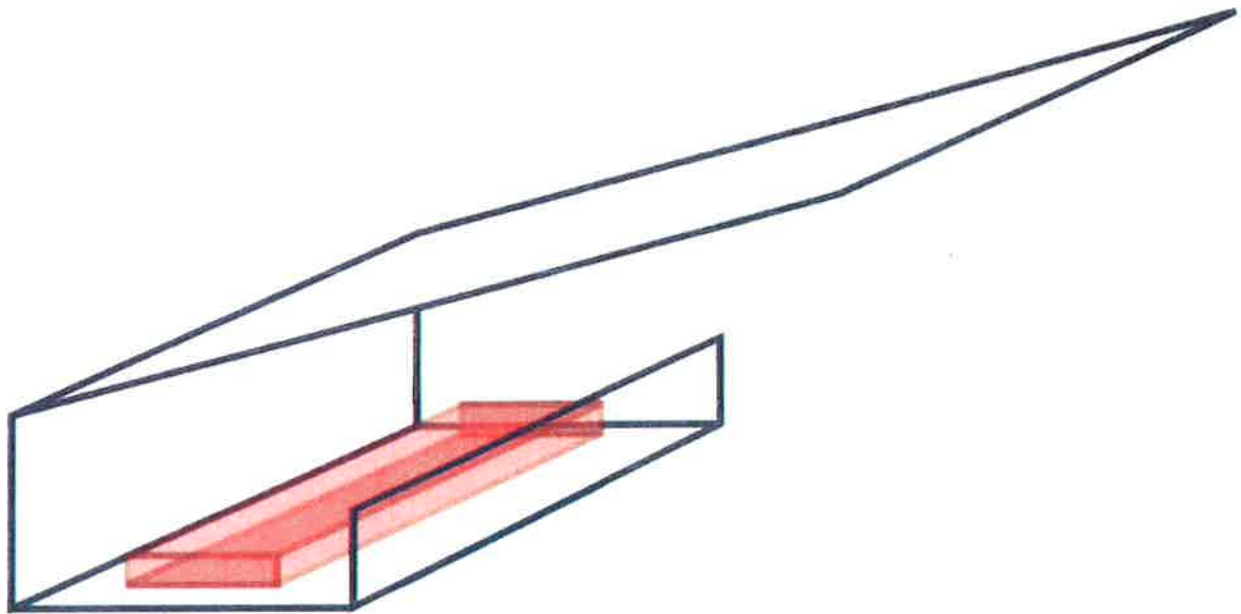


Looking at underside of roof

LED Lighting Specifications

NOT TO SCALE

Figure 2



The red, small rectangle are LED light strips hidden from view from the passengers. The LEDs shine upwards to then reflect off the underside of the roof.



AGENDA ACTION FORM

Memorandum of Understanding between Bays Mountain Park and East Tennessee State University's Department of Biological Sciences

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

Action Form No.: AF-299-2015
 Work Session: December 14, 2015
 First Reading: N/A

Final Adoption: December 15, 2015
 Staff Work By: Fred Hilton
 Presentation By: Morris Baker, Fred Hilton

Recommendation:

Approve the Resolution.

Executive Summary:

For a number of years, Bays Mountain Park has informally partnered with ETSU's Department of Biological Sciences for a variety of educational and research activities. This Memorandum of Understanding formalizes this partnership to allow ETSU faculty, staff and students to use park grounds and park facilities to conduct research and teaching activities that will establish a biodiversity inventory for Bays Mountain Park and further the efforts to make higher education activities available in the city of Kingsport.

Attachments:

1. Resolution
2. MOU

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH EAST TENNESSEE STATE UNIVERSITY DEPARTMENT OF BIOLOGICAL SCIENCES, AND AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

WHEREAS, Bays Mountain Park has informally worked with the Biological Services Department at East Tennessee State University for a variety of educational and research activities; and

WHEREAS, the Memorandum of Understanding set out herein below will formalize the process.

Now therefore,

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

SECTION I. That a Memorandum of Understanding with East Tennessee State University Biological Services Department is approved.

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
EAST TENNESSEE STATE UNIVERSITY
AND
THE CITY OF KINGSPORT

1.0 PURPOSE

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into with the intent to collaborate by and between the East Tennessee State University, 1276 Gilbreath Drive, Johnson City, Tennessee, 37614 (hereinafter referred to as "ETSU") on behalf of the Department of Biological Sciences, and the City of Kingsport, 225 West Center Street, Kingsport, Tennessee, 37660, (hereinafter referred to as "CITY") on behalf of Bays Mountain Park and Planetarium. Both ETSU and CITY may be referred to collectively as the "Parties".

ETSU, with ETSU'S principal investigator Dr. Joseph R. Bidwell and CITY, with CITY'S principal investigator Fred H. Hilton, Jr. intend to collaborate in joint research activities and teaching activities as follows:

- ETSU representatives from the Department of Biological Sciences will participate with CITY'S Bays Mountain Park and Planetarium staff in conducting an all Taxa Biodiversity Inventory within park boundaries; including developing taxa lists of the organisms identified, geographic information systems (GIS) mapping of collection locations and associated habitat types. ETSU will be under no specified deadline to complete these activities.
- ETSU representatives from the Department of Biological Sciences may also propose additional research projects to undertake at CITY'S Bays Mountain Park and Planetarium.

- ETSU representatives from the Department of Biological Sciences will provide CITY'S Bays Mountain Park and Planetarium with copies of all data, research presentations, and papers derived from work at the park. CITY and CITY'S Bays Mountain Park and Planetarium will be acknowledged in any publications derived from the work conducted in the park.

- ETSU representatives from the Department of Biological Sciences will provide CITY'S Bays Mountain Park and Planetarium with an annual summary report of all activities undertaken at the park.

- CITY'S Bays Mountain Park and Planetarium representatives will provide ETSU representatives from the Department of Biological Sciences with access to park habitat and facilities for teaching and research purposes, including use of equipment (e.g. barge for lake access and freeze dryer) depending on availability. This may include after-hours access.

All instructions, notices, consents, demands, or other communications required or contemplated by this agreement 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 receipt confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or email address as set forth below or to be specified by written notice.

For the City of Kingsport on behalf of Bays Mountain Park and Planetarium

Services Contact:

Fred H. Hilton, Jr.

Science and Education Coordinator Senior Naturalist

Bays Mountain Park and Planetarium 853 Mays Mountain Park Road

Kingsport, TN 37660

Telephone: 423-229-9447

Email: FredHilton@KingsportTN.gov

Administrative Contact: Mike Billingsley

City Attorney

City of Kingsport

225 West Center Street Kingsport, TN 37660 Telephone: 423-229-9464

Email: billingsley@KingsportTN.gov

For East Tennessee State University:

Services Contact:

Dr. Joseph R. Bidwell

Professor and Chair

Department of Biological Sciences East Tennessee State University Box 70703

Johnson City, TN 37614

Telephone: 423-439-4329

Email: bidwell@etsu.edu

Administrative Contact:

Donna M. Szabo, J.D.

Associate Director for Contract Management

East Tennessee State University

Office of Research and Sponsored Programs Administration

247 S. Dossett Drive

Box 70565

Johnson City, TN 37614 Telephone: 423-439-6045 Email: szabo@etsu.edu

Before a collaborative agreement is entered into and before activities may be conducted, the Parties shall enter into confidential discussions. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to ETSU by the CITY or acquired by ETSU on behalf of the CITY shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by ETSU to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

ETSU'S obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by ETSU; previously possessed by ETSU without written obligations to the CITY to protect it; acquired by ETSU without written restrictions against disclosure from a third party which, to ETSU'S knowledge, is free to disclose the information; independently developed by ETSU without the use of the CITY'S information; or disclosed by the CITY to others

without restrictions against disclosure; is required by law, regulation, or court order to be disclosed, provided that ETSU promptly notifies CITY of such legal requirement allowing CITY an opportunity to intervene to limit the disclosure or protect its confidentiality.

Any intellectual property derived from this collaboration shall be subject to the policies of ETSU [http://www.etsu.edu/research/documents/IPTT ETSU Intellectual Property Policy.pdf](http://www.etsu.edu/research/documents/IPTT%20ETSU%20Intellectual%20Property%20Policy.pdf)

and the Tennessee Board of Regents <http://www.tbr.edu/policies/default.aspx?id=1458> with regards to ownership, responsibilities, and income sharing.

Any irresolvable disputes between the parties, any and all claims against the State of Tennessee, including ETSU or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against ETSU shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 et seq. Damages recoverable against CITY and CITY'S Bays Mountain Park and Planetarium shall be expressly limited to T.C.A. Section 29-20-101 et seq.

Any grant applications or proposals arising from the collaboration will be submitted by ETSU as the "applicant" and any resulting awards will be made to ETSU as the "recipient". The ETSU Principal Investigator will be named, and serve as, the Principal Investigator and have all of the responsibilities thereof with regards to the conduct of the studies and management of the grant.

The CITY Principal Investigator will be named, as serve as Co-PI and have all of the responsibilities thereof.

This MOU shall remain in force for a period of five years from the date of the last signature. This MOU may be amended by the written consent of the Parties, but may not be amended to exceed five years deemed the maximum contract term by the Tennessee Board of Regents.

This MOU may be terminated by either party giving written notice to the other party at least 180 days in advance of the stated termination date. Termination of this MOU shall not affect activities in progress pursuant to specific activity agreements, which shall continue until concluded by the Parties in accordance with their terms or as otherwise agreed to by the Parties in writing.

This MOU may be amended only by the written consent of the Parties. In witness thereof, the parties have offered their signatures hereto:

[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 Memorandum set out herein that do not substantially alter the material provisions of the Memorandum, 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 15th day of December, 2015.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EAST TENNESSEE STATE UNIVERSITY
AND
THE CITY OF KINGSPORT**

1.0 PURPOSE

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into with the intent to collaborate by and between the East Tennessee State University, 1276 Gilbreath Drive, Johnson City, Tennessee, 37614 (hereinafter referred to as "ETSU") on behalf of the Department of Biological Sciences, and the City of Kingsport, 225 West Center Street, Kingsport, Tennessee, 37660, (hereinafter referred to as "CITY") on behalf of Bays Mountain Park and Planetarium. Both ETSU and CITY may be referred to collectively as the "Parties".

ETSU, with ETSU'S principal investigator Dr. Joseph R. Bidwell and CITY, with CITY'S principal investigator Fred H. Hilton, Jr. intend to collaborate in joint research activities and teaching activities as follows:

- ETSU representatives from the Department of Biological Sciences will participate with CITY'S Bays Mountain Park and Planetarium staff in conducting an all Taxa Biodiversity Inventory within park boundaries; including developing taxa lists of the organisms identified, geographic information systems (GIS) mapping of collection locations and associated habitat types. ETSU will be under no specified deadline to complete these activities.
- ETSU representatives from the Department of Biological Sciences may also propose additional research projects to undertake at CITY'S Bays Mountain Park and Planetarium.
- ETSU representatives from the Department of Biological Sciences will provide CITY'S Bays Mountain Park and Planetarium with copies of all data, research presentations, and papers derived from work at the park. CITY and CITY'S Bays Mountain Park and Planetarium will be acknowledged in any publications derived from the work conducted in the park.
- ETSU representatives from the Department of Biological Sciences will provide CITY'S Bays Mountain Park and Planetarium with an annual summary report of all activities undertaken at the park.
- CITY'S Bays Mountain Park and Planetarium representatives will provide ETSU representatives from the Department of Biological Sciences with access to park habitat and facilities for teaching and research purposes, including use of equipment (e.g. barge for lake access and freeze dryer) depending on availability. This may include after-hours access.

All instructions, notices, consents, demands, or other communications required or contemplated by this agreement 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 receipt confirmation. Any such communications,

regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or email address as set forth below or to be specified by written notice.

For the City of Kingsport on behalf of Bays Mountain Park and Planetarium

Services Contact:

Fred H. Hilton, Jr.
Science and Education Coordinator
Senior Naturalist
Bays Mountain Park and Planetarium
853 Mays Mountain Park Road
Kingsport, TN 37660
Telephone: 423-229-9447
Email: FredHilton@KingsportTN.gov

Administrative Contact:

Mike Billingsley
City Attorney
City of Kingsport
225 West Center Street
Kingsport, TN 37660
Telephone: 423-229-9464
Email: billingsley@KingsportTN.gov

For East Tennessee State University:

Services Contact:

Dr. Joseph R. Bidwell
Professor and Chair
Department of Biological Sciences
East Tennessee State University
Box 70703
Johnson City, TN 37614
Telephone: 423-439-4329
Email: bidwell@etsu.edu

Administrative Contact:

Donna M. Szabo, J.D.
Associate Director for Contract Management
East Tennessee State University
Office of Research and Sponsored Programs Administration

247 S. Dossett Drive
Box 70565
Johnson City, TN 37614
Telephone: 423-439-6045
Email: szabo@etsu.edu

Before a collaborative agreement is entered into and before activities may be conducted, the Parties shall enter into confidential discussions. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to ETSU by the CITY or acquired by ETSU on behalf of the CITY shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by ETSU to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

ETSU'S obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by ETSU; previously possessed by ETSU without written obligations to the CITY to protect it; acquired by ETSU without written restrictions against disclosure from a third party which, to ETSU'S knowledge, is free to disclose the information; independently developed by ETSU without the use of the CITY'S information; or disclosed by the CITY to others without restrictions against disclosure; is required by law, regulation, or court order to be disclosed, provided that ETSU promptly notifies CITY of such legal requirement allowing CITY an opportunity to intervene to limit the disclosure or protect its confidentiality.

Any intellectual property derived from this collaboration shall be subject to the policies of ETSU http://www.etsu.edu/research/documents/IPTT_ETSU_Intellectual_Property_Policy.pdf and the Tennessee Board of Regents <http://www.tbr.edu/policies/default.aspx?id=1458> with regards to ownership, responsibilities, and income sharing.

Any irresolvable disputes between the parties, any and all claims against the State of Tennessee, including ETSU or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against ETSU shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 et seq. Damages recoverable against CITY and CITY'S Bays Mountain Park and Planetarium shall be expressly limited to T.C.A. Section 29-20-101 et seq.

Any grant applications or proposals arising from the collaboration will be submitted by ETSU as the "applicant" and any resulting awards will be made to ETSU as the "recipient". The ETSU Principal Investigator will be named, and serve as, the Principal Investigator and have all of the responsibilities thereof with regards to the conduct of the studies and management of the grant.

The CITY Principal Investigator will be named, as serve as Co-PI and have all of the responsibilities thereof.



This MOU shall remain in force for a period of five years from the date of the last signature. This MOU may be amended by the written consent of the Parties, but may not be amended to exceed five years deemed the maximum contract term by the Tennessee Board of Regents.

This MOU may be terminated by either party giving written notice to the other party at least 180 days in advance of the stated termination date. Termination of this MOU shall not affect activities in progress pursuant to specific activity agreements, which shall continue until concluded by the Parties in accordance with their terms or as otherwise agreed to by the Parties in writing.

This MOU may be amended only by the written consent of the Parties.

In witness thereof, the parties have offered their signatures hereto:

EAST TENNESSEE STATE UNIVERSITY

	
Dr. William R. Duncan	Date
Vice Provost for Research	

CITY OF KINGSPORT

_____ John Clark Mayor	_____ Date
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ATTEST:

_____ Name: City Recorder	_____ Date
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APPROVED AS TO FORM:

_____ Name: City Attorney	_____ Date
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AGENDA ACTION FORM

Cancelling the January 4, 2016, Work Session and the January 5, 2016, Business Meeting and Setting a Work Session on January 14, 2016 of the Board of Mayor and Aldermen

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

Action Form No.: AF-312-2015
 Work Session: N/A
 First Reading: N/A

Final Adoption: December 15, 2015
 Staff Work By: Jeff Fleming
 Presentation By: Jeff Fleming

Recommendation:

Approve the Resolution.

Executive Summary:

As was discussed at the work session last evening, due to the Christmas and New Year's holidays recommendation is to cancel the January 4, 2016 Work Session and the January 5, 2016 Business meeting and set a Work Session on Thursday, January 14, 2016 for 4:30 p.m.

Article III, section 7 of the Charter of the City of Kingsport grants the board the authority to fix the time and place of regular board meetings by ordinance or resolution.

Accordingly, the attached resolution cancels and sets the above mentioned meetings.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION CANCELLING THE JANUARY 4, 2016, WORK SESSION AND THE JANUARY 5, 2016, REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMAN BUSINESS MEETING, AND ADDING A WORK SESSION ON JANUARY 14, 2016, IN ACCORDANCE WITH ARTICLE III, SEC. 7 OF THE CHARTER OF THE CITY OF KINGSPORT, TENNESSEE

WHEREAS, the board would like to cancel the January 4, 2016, work session and the January 5, 2016, business meeting due in part to the New Year holidays; and

WHEREAS, Article III, Sec. 7 of the Charter of the City of Kingsport, Tennessee says:

The board of mayor and aldermen shall by ordinance fix the time and place at which the regular meetings of said board shall be held. Until otherwise provided by ordinance or resolution, the regular meeting of said board shall be held at 7:00 p.m. (local time) on the first and third Tuesday of each month.

WHEREAS, the board would like add an additional work session to be held on January 14, 2016, at 4:30 p.m.

WHEREAS, as of this date, there will be no other change to the schedule.

Now therefore,

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

SECTION I. That in accordance with the Article III, Sec. 7 of the Charter of the City of Kingsport, Tennessee, the board approves the canceling of the January 4, 2016, work session and the January 5, 2016, business meeting due in part to the New Year holidays.

SECTION II. That the board would like to add an additional work session scheduled to be held on January 14, 2016.

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

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

ADOPTED this the 15th day of December, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER


APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Reappointments to the Emergency Communications District / E-911 Board

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

Action Form No.: AF-308-2015
 Work Session: December 14, 2015
 First Reading: N/A

Final Adoption: December 15, 2015
 Staff Work By: Committee
 Presentation By: Mayor Clark

Recommendation:

Approve reappointments.

Executive Summary:

Mr. Conner Caldwell, Rev. Kenneth Calvert and Mr. Hunter Wright have agreed to be reappointed to the Emergency Communication District / E-911 Board if approved by the Board of Mayor and Aldermen. These reappointments will be for a four-year term effective immediately and will expire December 31, 2019.

Mr. Caldwell and Rev. Calvert have both served on this board for four terms and this will be Mr. Wright's second term.

Attachments:

None

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



AGENDA ACTION FORM

Renew the Workers Compensation Excess Insurance Coverage through Safety National Insurance Company

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

Action Form No.: AF-300-2015
 Work Session: December 14, 2015
 First Reading: N/A

Final Adoption: December 15, 2015
 Staff Work By: Terri Evans
 Presentation By: Terri Evans

Recommendation:

Approve the Resolution.

Executive Summary:

The Excess Risk Workers Compensation insurance coverage for the city has been provided by Safety National Insurance Company for several years. It has agreed to renew the insurance at the current statutory limits with a \$500,000 self-insured retention, at a lower rate than last year.

Quotes on equal coverage limits were received by the city's local third party administrator, Tri-State Claims Service, from several other carriers. While one quote was lower by approximately \$1,443.00 per year than the quote by Safety National, the other company does not advertise any additional loss control reporting or claims management services. Safety National Insurance Company provides these services at no additional cost.

It is the recommendation to approve the renewal of the Excess Worker's Compensation Insurance with Safety National Insurance Company at a total premium of \$141,617.00.

Attachments:

1. Resolution
2. Summary of Quotes Received

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RENEWAL OF THE AGREEMENT WITH SAFETY NATIONAL INSURANCE CORPORATION FOR WORKERS' COMPENSATION REINSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL OF THE POLICY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL

WHEREAS, Safety National Insurance Corporation provides workers' compensation reinsurance for the city's self-insured worker's compensation program; and

WHEREAS, the agreement with Safety National Insurance Corporation provides for renewal; and

WHEREAS, upon review of the quotes, the board finds it is in the best interest and advantage to the city to renew the agreement with Safety National Insurance Corporation; and

WHEREAS, the city wants to renew the agreement with Safety National Insurance Corporation to provide workers' compensation reinsurance coverage for the city's self-funded workers' compensation insurance plan effective January 1, 2016, through December 31, 2016;

Now therefore,

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

SECTION I. That the renewal of the agreement with Safety National Insurance Corporation to provide workers' compensation reinsurance for the city's self-insured workers' compensation program effective January 1, 2016, through December 31, 2016, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, an agreement with Safety National Insurance Corporation to provide worker's compensation reinsurance for the city's self-insured worker's compensation program for the city's property effective January 1, 2016, through December 31, 2016, and all other documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 15th day of December, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**City of Kingsport
Excess Workers' Compensation
Renewal 01/01/2016**

2015/2016 Safety National – Current Policy

Premium: \$142,910
Rate: .1966
Payroll: \$72,690,728

Self Insured Retention (SIR) \$500,000

Coverage Part A – Statutory

Coverage Part B - \$1,000,000/\$1,000,000/\$1,000,000

2016/2017 Safety National – Renewal

Premium: \$141,617
Rate: .1867
Payroll: \$75,852,536

Self Insured Retention (SIR) \$500,000

Coverage Part A – Statutory

Coverage Part B - \$1,000,000/\$1,000,000/\$1,000,000

2016/2017 Safety National – Optional SIR

Premium: \$132,363
Rate: .1745
Payroll: \$75,852,536

Self Insured Retention (SIR) \$550,000

Coverage Part A – Statutory

Coverage Part B - \$1,000,000/\$1,000,000/\$1,000,000

2016/2017 Arch Insurance Company

Premium: \$140,174
Rate: .1848
Payroll: \$75,851,536

Self Insured Retention (SIR) \$500,000

Coverage Part A – Statutory

Coverage Part B - \$1,000,000/\$1,000,000/\$1,000,000



AGENDA ACTION FORM

Renew the Self-Funded Health Insurance Program Excess Insurance Coverage through HCC Life Insurance Company

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

Action Form No.: AF-301-2015
 Work Session: December 14, 2015
 First Reading: N/A

Final Adoption: December 15, 2105
 Staff Work By: Terri Evans
 Presentation By: Terri Evans

Recommendation:

Approve the Resolution.

Executive Summary:

The city's Self-Funded Health Insurance Program Excess Risk/Stop Loss insurance coverage is provided by HCC Life Insurance Company, as it has been for several years. HCC has agreed to renew the insurance at the current limits of a \$135,000 specific limit and a \$175,000 aggregating specific corridor at a 10.76% rate increase.

Quotes on equal coverage limits were received by the city's benefits consultant, Sherrill Morgan, from several other carriers. None were lower than the rate by HCC Life for equal coverage, when taking into account other insurance lasers (which is higher specific deductibles on certain individuals). HCC also provided quotes with different funding levels, but it was determined that the premium savings was not significant enough to offset the additional exposure to the plan.

Coverage includes Aggregate Insurance coverage with maximum claims limit of \$9,898,450 (total claims must reach that level before Aggregate coverage applies) at a cost of \$27,713 annually. The city receives a discount on the aggregate insurance by paying the estimated annual premium in January, a savings of \$2,771. However, the likelihood of claims reaching the maximum limit is near zero, so it is the recommendation of Sherrill Morgan that the city drop the Aggregate Insurance altogether.

The 2016 premium will be approximately \$590,840.00 without the Aggregate Insurance and \$615,782.00 with the Aggregate Coverage.

Attachments:

1. Resolution
2. Summary of Quotes Received

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING RENEWAL OF THE POLICY WITH HCC LIFE INSURANCE COMPANY FOR STOP LOSS REINSURANCE COVERAGE AND AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL OF THE POLICY AND ALL AGREEMENTS AND OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL

WHEREAS, the current policy with HCC Life Insurance Company for Stop Loss Reinsurance can be renewed for the upcoming calendar year; and

WHEREAS, HCC Life Insurance Company has agreed to renew the insurance at the current limits of Specific Reinsurance Deductible from \$135,000 per person, and the Aggregating Specific Reinsurance Corridor at \$175,000; and

WHEREAS, upon review of the quotes, the board finds it is the lowest responsible compliant bidder meeting specifications for the particular grade and is in the best interest and advantage to the city renew the agreement for Stop Loss Reinsurance with HCC Life Insurance Company; and

WHEREAS, it is the recommendation by city staff to renew the policy with HCC Life Insurance Company to provide specific stop loss and aggregate stop loss insurance coverage for the City's self-funded health insurance plan effective January 1, 2016 through December 31, 2016.

Now therefore,

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

SECTION I. That the renewal of the policy with HCC Life Insurance Company for Stop Loss Reinsurance with the Specific Reinsurance Deductible at \$135,000 per person, and the Aggregating Specific Reinsurance Corridor at \$175,000 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a renewal of policy as approved above with HCC Life Insurance Company to provide specific stop loss and aggregate stop loss insurance coverage for the city's self-funded health insurance plan effective January 1, 2016, through December 31, 2016, and all agreements and other documents necessary and proper to effectuate the purpose of the renewal of the policy.

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

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

ADOPTED this the 15th day of December, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

City of Kingsport

Stop Loss Options

Based on (248 Single & (481 Family) 729 Employees

Effective 1/1/16

	Current	Firm	Latest Renewal with no lasers and with changes	Firm 01/12/1	HIIG Elite	IAT
Stop Loss Carrier	HCC	HM	HCC	AIG/Nat'l Fire	GMIC	Sirius
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Annual Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Contract	Paid	24/12	24/12	24/12	24/12	24/12
No Laser/Rate Cap	Yes/99%	Yes/50%	Yes/50%		Yes/Yes	Yes/Yes
Coverage	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Specific Deductible	\$135,000	\$135,000	\$135,000	\$135,000	\$135,000	\$135,000
Aggregating Specific Corridor	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000
Single Specific Premium Rate (Per Employee)	\$60.67	\$61.88	\$67.54	\$31.03	\$46.66	\$70.01
Family Specific Premium Rate (Per Employee)	\$60.67	\$61.88	\$67.54	\$83.75	\$83.09	\$70.01
Aggregate Premium Rate (Per Employee)	\$3.17	\$3.50	\$3.17	\$4.18	\$3.38	\$3.06
Monthly Single Aggregate Factor (Per Employee)	\$1,118.34	\$1,178.63	\$1,131.51	\$593.45	\$635.49	\$1,158.45
Monthly Family Aggregate Factor (Per Employee)	\$1,118.34	\$1,178.63	\$1,131.51	\$1,592.63	\$1,554.46	\$1,158.45
Annual Specific Premium	\$530,741.16	\$541,326.24	\$590,839.92	\$575,750.28	\$618,455.64	\$612,447.48
Annual Aggregate Premium	\$27,731.16	\$30,618.00	\$27,731.16	\$36,566.64	\$29,568.24	\$26,768.88
Total Specific and Aggregate Premium	\$558,472.32	\$571,944.24	\$618,571.08	\$612,316.92	\$648,023.88	\$639,216.36
Maximum Claims	\$9,783,238.32	\$10,310,655.24	\$9,898,449.48	\$10,958,767.56	\$10,863,561.36	\$10,134,120.60
Aggregating Specific Deductible	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00
Total Maximum Liability	\$10,516,710.64	\$11,057,599.48	\$10,692,020.56	\$11,746,084.48	\$11,686,585.24	\$10,948,336.96
Percentage Increase/Decrease from Current Premium		2.41%	10.76%	9.64%	16.04%	14.46%
Percentage Increase/Decrease in Maximum Liability		5.14%	1.67%	11.69%	11.12%	4.10%
Additional Laser Liability A		\$65,000.00		\$65,000.00		
Additional Laser Liability B				\$90,000.00		
Additional Laser Liability C		\$65,000.00		\$90,000.00		

All premiums quoted net of commissions.

Notes:

HM has two lasers, \$200,000 and \$200,000

AIG has three lasers, \$200,000, contingent \$225,000 and \$225,000

Stop Loss Specific Deductible Analysis

City of Kingsport

Based on	Current Specific	Proposed Specific	Premium Savings	# of Specific Hits to Erode Savings	# of Claimants Exceeding Proposed Specific	Additional Claims Under Proposed Specific	Savings/ (Additional Cost)
2015	\$135,000	\$150,000	\$71,821	4.79	4	\$53,498	\$18,323
2014	\$135,000	\$150,000	\$71,821	4.79	6	\$86,270	(\$14,449)
							\$3,874

Based on	Current Specific	Proposed Specific	Premium Savings	# of Specific Hits to Erode Savings	# of Claimants Exceeding Proposed Specific	Additional Claims Under Proposed Specific	Savings/ (Additional Cost)
2015	\$135,000	\$140,000	\$15,310	3.06	4	\$20,000	(\$4,690)
2014	\$135,000	\$140,000	\$15,310	3.06	6	\$30,000	(\$14,690)
							(\$19,380)



AGENDA ACTION FORM

Adoption of the 2016 Joint Tri-Cities Legislative Policy

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

Action Form No.: AF-302-2015
 Work Session: December 14, 2015
 First Reading: NA

Final Adoption: December 15, 2015
 Staff Work By: Billingsley/Fleming/Demming
 Presentation By: Jeff Fleming

Recommendation:

Approve the policy.

Executive Summary:

Attached is the proposed 2016 Joint Tri-Cities Legislative Policy. A similar joint policy has been developed and approved by Bristol, Johnson City and Kingsport for many years. The development of the policy is a result of the continued commitment to work together on legislative matters having significant impact regionally and state-wide.

The policy addresses a number of issues likely to come up during the upcoming legislative year. This policy will guide city staff and provide input to the state legislative delegation for the tri-cities on the issues addressed.

It is a benefit to the region when the state legislative delegation advances the needs of the region, as it has done in the past. The delegation should be commended for its continuing commitment to listen to the local leadership in advancing the needs of the region.

Attachments:

1. Draft 2016 Joint Tri-Cities Legislative Policy

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

DRAFT

109th General Assembly
Second Session

January 2016

Foreword

For 21 years, the cities of Bristol, Johnson City and Kingsport have jointly established a legislative policy agenda for the purpose of providing a unified voice on issues directly affecting our citizens and the quality of municipal services we provide to our communities. The achievement of these policy initiatives has enhanced the collective health, welfare, safety, and prosperity of all Tri-Cities residents.

Allow us to say “Thank You” for our past successes. And, above all else, thank you for your continuing commitment to serve the citizens of Bristol, Kingsport and Johnson City.

Major Priorities

Annexation

The Legislature, through its TACIR entity, is continuing to study the impact of sweeping changes to Public Chapter 1101 annexation law as carried through last Session by Public Chapter 707.

We urge the delegation to support reasonable efforts to mitigate unintended consequences of PC 707 and to specifically support the following two items.

- Accepting TACIR’s recommendation to allow a majority of the qualifying voters within an annexed area to petition the legislative body of the municipality for de-annexation only if the city fails to provide services according to the plan of services.
- Extending to all cities in the State the same right to annex non-contiguous territory that was granted to Williamson County last year.

Education

BEP Funding

We oppose any effort to implement BEP funding formula changes that would reduce state funding to city systems, principally Tennessee’s best performing districts that use significant local revenue above state sources to enhance K-12 education.

The fact that these City systems receive significant local funding is often overlooked or even discredited in the education funding debate. In times past, such systems have been the losers as state funding formulas have been reworked.

In addition, with the BEP formula stuck between two different models, we strongly urge the delegation to complete the transition and make full funding of the BEP formula, including technology, a priority ahead of further tax cuts.

Public Chapter 305

Public Chapter 305, which passed in 2013, allows a local education agency and its parent city or county government to enter into private agreements for one-time funding outside of the BEP's maintenance of effort requirement.

Unfortunately, the Legislature's good intentions of trying to allow flexibility to fund special, one-time items is being used by McMinn County to cash fund building additions and renovation projects for county schools on a routine basis without giving Athens City Schools their fair share of these monies. This was, and continues to be, accomplished by shifting funds from other county capital projects to the schools and, in turn, borrowing to finance the capital outlay/project for other county departments. As a matter of taxpayer equity, PC 305 should be repealed in order to prevent this from continuing to happen and allowing it to become an on-going mechanism for county governments to avoid sharing education funds and bond proceeds with city school systems. As we all know, county school bond payments are paid by all county residents, including city residents.

Local Revenue

Overview

Revenue streams available to local governments in Tennessee have always been limited. Given this fact, it is critical that the Delegation work to ensure Cities continue to receive a fair share from available sources.

Municipalities are charged with providing police and fire safety services, public parks and recreation amenities, transportation systems and roadway maintenance, planning and economic development efforts, solid waste removal, storm water management, potable water and sanitary sewer treatment, as well as ever more expensive education services.

A narrow revenue base will only result in an ever increasing burden on home and property owners, unless the Legislature provides new alternatives outside of the property tax base.

Hall Income Tax

We strongly oppose any further reduction in the cities' situs-based share of the Hall Income Tax. For the Tri-Cities, replacing revenue from the Hall Income Tax would equate to property tax increases ranging from four to eight-cents from every property owner in a municipality.

PC 901 Mixed Drink Tax

Legislation enacted in 2014 is vague as to the future distribution of liquor-by-the-drink taxes. We feel it is inappropriate for cities funding an independent school system and having adopted liquor-by-the-drink by a public referendum to be required to share those revenues with counties for education. This is especially true in light of the fact that most counties have not even passed a liquor-by-the-drink referendum. The one-year extension approved by the Legislature in last year's session to TCA Section 57-4-306(a)(2)(A) should be extended until a final disposition to this matter is settled in the court system.

State Shared and Local Option Sales Tax

We are aware of an interest by some counties in amending the long-standing formulas for the distribution of state-shared sales tax and local option sales tax in order to increase the funding allocation to counties. We are strongly opposed to any change in the formula that would reduce the allocation to cities. We remain supportive of sharing one-half of local option sales tax revenues for education as prescribed by State law. However, we strongly oppose any amendment to the distribution formula that would increase funding available to the county at the expense of the city or reduce designating 50% of these funds to the local government.

Single-Article Sales Tax Cap

The single-article sales tax cap further hinders the ability of cities to realize their economic success as commercial centers. Since 2002, the State has capped the local option sales tax on large ticket and luxury-type items, such as cars, boats and RVs, to about \$40 per article.

Currently, whether purchasing a new Lexus or a used Toyota, a buyer pays the same tax. An average television or laptop computer generates more sales tax revenue than these big ticket items.

Situs Reports

In order for cities to determine if they are receiving their fair share of property taxes, business taxes and local option sales tax dollars, it is very important to periodically conduct situs audits. What cities need to know is whether or not the tax revenue is being distributed correctly based on the property owner's address. Currently, cities are not able to obtain access to county situs reports in order to conduct a thorough audit and cross reference business locations. Tennessee Attorney General Opinion Number 15-44 restricts the distribution of tax information to local officials only for "ascertaining whether proper local taxes are paid." In order to ensure tax payments are being correctly coded and cities are receiving their fair share of tax revenue, we support efforts to allow cities to receive situs information for their county and surrounding counties by amending TCA 67-1-1704(d).

Other Priorities

Economic Development

Historic Tax Credits

Historic tax credits have proven a valuable tool in downtown and urban core revitalization, particularly in conversion of obsolete manufacturing and commercial facilities to productive new uses.

Tax credits make such projects viable by reducing the financial risk in projects that often contain many structural unknowns. By reducing this risk, projects that might not be feasible, yet are important to the cultural fabric of the community, become affordable.

All states contiguous to Tennessee provide historic preservation tax credits. The lack of this incentive places our border communities and others at a competitive disadvantage as state tax credits may add 25 percent to the existing 20 percent federal credit for renovations.

Education

Higher Education Funding

We continue to be concerned that the continual shifting of the costs of higher education from the state to the student is beginning to negatively impact our ability to compete economically. Report after report demonstrates that many of our college graduates are financially hamstrung from the start due to high student loan debt amid ever increasing college costs.

As with the BEP formula, we urge the delegation to make higher education funding a priority ahead of further tax cuts.

Other K-12 Education Issues

The Tri-Cities support the following initiatives:

- The appointment of school superintendents;
- Providing traditional public schools the same options as charter schools in terms of flexibility;
- Developing system-level incentives for districts that perform at an exemplary level in terms of student achievement;
- Expanding the state's efforts to provide more electronic curriculum choices for school systems, including open source materials and promoting system collaboration to maximize the use of time and resources; and
- Charging fees for inspection of public documents.

The Tri-Cities oppose:

- Any voucher program that would result in public dollars being taken from public education and given to a private operator; and
- Any new education funding formula that would penalize cities for providing financial resources beyond what is provided by county funding bodies.

Local Revenue

Adoption of Property Tax Rate

To allow the most possible lead time for property owners, we request the delegation work to require city and county governments adopt an annual property tax rate by August 1st, except for reappraisal years when the deadline is extended to September 30th. To add flexibility, a local government could receive an extension approved by the Comptroller's Office for extenuating circumstances.

Local Option Sales Tax Collections

The State Department of Revenue collects local option taxes, deducting 1.125% of the total amount for administrative costs. The balance then goes to the County Trustee, whose office deducts another 1% of the revenue for writing a check to the City where the tax was generated.

We contend the amount received by the county, in excess of \$400,000 annually in one local case, is disproportionate to the work performed. Including Trustee fees generated from cities and schools, as much as \$1 million or more in funding is drawn off municipal revenues each year.

Given current data systems, we contend many Trustee fees are redundant and even punitive in the modern era, and urge the Delegation to introduce legislation making the Department of Revenue responsible for direct distribution of taxes, eliminating Trustee fees.

Utilities

In light of the recent changes to annexation law, it is imperative that municipal owned utilities be allowed to recoup costs for water and sewer line extensions. Failing to do so could jeopardize the finances of municipal-owned utilities, hindering economic expansion. It can also damage public health and welfare by obstructing the ability to provide safe drinking water and preventing the clean-up of public waters by eliminating older sanitary septic systems.

Public Safety

Drug Trafficking and DUI Seizures

It has been brought to our attention that legislation may be introduced this session that would restrict local government's ability to seize assets related to drug trafficking and DUI arrests. In the event seizures are not allowed to occur until after the conviction, it will limit the intended impact of such seizures, especially since convictions in criminal cases can take months and sometimes years. As you may be aware, seizures are subject to judicial review before a forfeiture warrant is issued.

Any change that impedes law enforcement's ability to seize assets from applicable DUI and drug cases in a timely manner causes us concern. It is important to have the ability to seize assets used in a criminal enterprise as the seizure impacts the ability of criminals to continue illegal activity in our communities. With vehicles seized in connection with a driving under the influence charge, there are parameters under which the vehicle may be seized, and for good reason, as prescribed in Tennessee Code Annotated (55-10-414(c)).

Although there may be a few isolated incidents, in our opinion, the current process is an effective system that over time has served our communities and law enforcement well and should not be discarded wholesale.

The Tri-Cities oppose any legislation that would impair the existing ability of local law enforcement agencies to pursue forfeiture of assets that relate to the commission of offenses related to drug trafficking or driving under the influence. The Tri-Cities also oppose any legislation that would divert funds away from local drug task forces, without providing for an alternate, equivalent source of funds.

Methamphetamine

It is the position of the Tri-Cities that clean-up costs associated with the rampant manufacture of methamphetamine continue to pose a major public health threat and jeopardize law enforcement and hazardous response budgets of local governments. The State must maintain primary response and funding for the cleanup of illegal meth labs through the Tennessee Methamphetamine Task Force. In response to the continuing problem presented by methamphetamine, we support requiring products containing pseudoephedrine, a precursor for methamphetamines, be sold by prescription only and added to the Controlled Substance Monitoring database. This should reduce access to the main ingredient used in the manufacture of methamphetamines.

Prescription Drug Abuse

Previous legislative efforts, including the 2002 Controlled Substance Monitoring Act, as updated by the 2012 Prescription Safety Act, required doctors and pharmacies to update and query the Controlled Substance Monitoring Database in an effort to limit doctor shopping and abusive dispensing practices.

We encourage the state through its various agencies to begin careful study and scrutiny of this database and to consider expanding the registry beyond opioids and benzodiazepines to include all prescription drugs that are addictive and have the potential to be abused.

Transportation

Maintenance Funding

We strongly support efforts to enhance funding sources available for the maintenance of state and local roadways and bridges. Over the past decade, resurfacing costs have more than doubled, with the cost of asphalt skyrocketing, while per gallon taxes available for maintenance and construction have declined as vehicles become far more fuel efficient.

The loss of funding for maintenance and construction has had a serious impact, with even routine repaving projects often delayed. The Tri-Cities have offered several possible solutions. In addition to public safety, the failure to address the issue of adequately funding road and bridge maintenance will have a negative impact on growth and development in the State.

The Governor has proposed raising the gas tax. Another alternative would be to increase the vehicle registration fee and dedicate the additional proceeds to roadway maintenance. We support all efforts to enhance funding for roadway maintenance, whether by increasing the gas tax, the vehicle registration fee, a combination of these two, or other funding options.

Open Container Bill

While Tennessee law has long banned open alcohol containers for motor vehicle operators, Tennessee has foregone more than \$90 million in federal transportation funding since 2004 because the General Assembly has not banned open alcohol containers for vehicle passengers. Given particularly tough transportation funding scenarios, we urge the delegation to support open container legislation and unlock millions in federal construction funding currently spent on highway safety education and awareness.

Passenger & Freight Rail Service

We support rail service as an alternate mode of transportation that can improve safety and reduce traffic congestion, fuel consumption, and pollution. Given this premise, we support the establishment of direct intermodal rail service from Bristol to Memphis, including Knoxville and Chattanooga, to facilitate the movement of passengers and freight across the state, eliminating semi-trucks and vehicles that neither originate nor terminate within the State. We encourage TDOT to coordinate with Virginia Department of Rail and Public Transportation to incorporate the extension of rail service along the Interstate 81 and Interstate 75 corridors.



AGENDA ACTION FORM

Right-of-Way Easement with Kingsport Power Company

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

Action Form No.: AF-305-2015
 Work Session: December 14, 2015
 First Reading: N/A

Final Adoption: December 15, 2015
 Staff Work By: R. Trent, K. Frazier
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

American Electric Power has requested a right-of-way easement from the city in order to replace existing overhead power lines with underground facilities which will require an easement along the Legion Drive and Auditorium Drive property. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

Attachments:

1. Resolution
2. Right-of-Way Sketch and Easement
3. Location Map

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER
COMPANY

WHEREAS, American Electric Power is currently in the process of replacing existing overhead power lines with underground facilities on the city-owned property located at Legion Drive and Auditorium Drive; and

WHEREAS, in order to replace the existing power lines, American Electric Power has requested that the City of Kingsport execute a Right-of-Way Easement to Kingsport Power Company, a subsidiary of American Electric Power; and

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, a Right-of-Way Easement with Kingsport Power Company.

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 15th day of December, 2015.

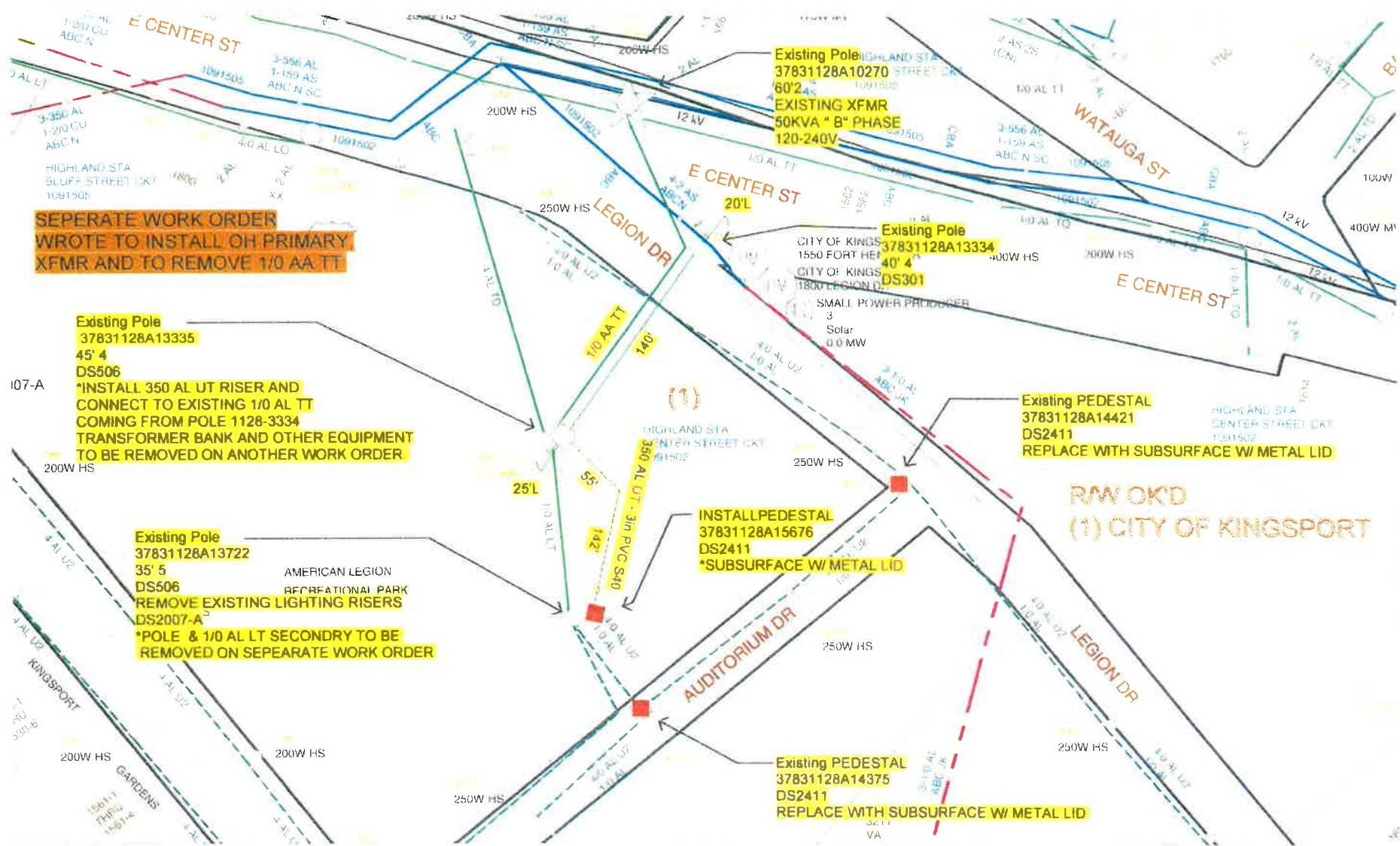
JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



An LD-Pro® Works sketch

Job Name: INSTALL UG SECONDARY, AND SUBSURFACE PED. REPLACE 2 UPRIGHT PED WITH SUBSURFACE

Location: AUDITORIUM DR. KINGSPORT, TN - OLD LEGION POOL

Division: KP District: Kingsport

W/R#: 59199828

WO#: DKP0035404

JU Proposal(s):

R/W#:

UPLINE RECLOSING DEVICE: STATION BREAKER

Crew HQ. Kingsport Const

Station No. 0915

Sta/Circuit Name: HIGHLAND / CENTER ST

Voltage: 7.2

Phases: B

Date: 11/2/2015

Drawn By: BRYAN CLEMONS

Date Requested:

Date Required: 9/16/2015

Bucket Truck?: Y

Truck to Site?: Y

4 WD?: N

County: SULLIVAN

Circuit No. 02

Map: 1128-A1

Quad: 3783

Scale: NTS

Page: 1 of 1

City of Kingsport Eas No. _____ R/W Map No. 3783-1128-A1
 225 West Center Street W. O. No. W002603601 Job No. 15560053 Prop No. 1
 Kingsport TN 37660 Line City of Kingsport

THIS AGREEMENT, made this _____ day of _____, 2015,
 by and between CITY OF KINGSFORT, a municipal corporation
 organized and existing under the laws of the State of TENNESSEE, herein
 called "Grantor", and KINGSFORT POWER COMPANY, a Virginia corporation, herein
 called "Kingsport",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid
 to Grantor by Kingsport, the receipt whereof is hereby acknowledged, Grantor hereby
 grants, conveys and warrants to Kingsport, its successors, assigns, lessees and
 tenants, a right of way and easement for an electric power line or lines, and
 communication lines, in, on, along, through, over, across or under the following
 described lands of the Grantor situated in 11th Civil District, County of SULLIVAN,
 State of Tennessee, and bounded:

On the North by the lands of E Center Street
 On the East by the lands of Legion Drive
 On the South by the lands of Auditorium Drive
 On the West by the lands of Fort Henry Drive

In the event Kingsport should remove all of said Kingsport's facilities from the lands
 of the Grantor, then all of the rights, title and interest of the party of Kingsport in the
 right of way and easement herein above granted, shall revert to the Grantor, its
 successors and assigns.

This line extends in a Southwesterly direction from
 Kingsport's existing Pole numbered 1128-A1-3334
 to and including existing Pole numbered 1128-A1-3335
 Thence in a Southeasterly direction to and including new underground facilities
 numbered 1128-A1-5676 to and including existing underground facilities numbered
 1128-A1-4375.

Being a right of way easement over the same property conveyed to Grantors herein by
 Hammond Post # 3, by deed dated March 30, 1939, and
 recorded in Sullivan County, Deed Book No. 39A, Page 363.

Being a right of way easement over the same property conveyed to Grantors herein by
 Hammond Post # 3, by deed dated February 1, 1939, and
 recorded in Sullivan County, Deed Book No. 42A, Page 108.

Map 061D, Group J, CTL Map 061D, Parcel 005.00

TOGETHER with the right, privilege and authority to Kingsport, its successors,
 assigns, lessees and tenants, to construct, erect, install, place, operate, maintain,
 inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with
 wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant
 equipment and fixtures, underground conduits, ducts, vaults, cables, wires,
 transformers, pedestals, risers, pads, fixtures and appurtenances (hereinafter called
 "Kingsport's Facilities"), and string wires and cables, adding thereto from time to time,
 in, on, along, over, through, across and under the above referred to premises; the right
 to cut down, trim, clear and/or otherwise control, and at Kingsport's option, remove from
 said premises, any trees, shrubs, roots, brush, undergrowth, overhanging branches,
 buildings or other obstructions which may endanger the safety of, or interfere with the
 use of Kingsport's Facilities; the right to disturb the surface of said premises and to
 excavate thereon; and the right of ingress and egress to and over said above referred to
 premises, and any of the adjoining lands of the Grantor at any and all times, for the
 purpose of exercising and enjoying the rights herein granted, and for doing anything
 necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves
 the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

CITY OF KINGSFORT

By: _____
Mayor

Attest: _____
City Recorder

STATE OF TENNESSEE)
COUNTY OF _____) To-wit:

Before me _____ of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who, upon oath, acknowledge himself/herself to be Mayor of City of Kingsport Tennessee, the within named bargainor, a corporation, and that he/she as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____ Mayor.

Witness my hand and official seal in _____ County, State of Tennessee, this the _____ day of _____, 20____.

Notary Public

My Commission expires:

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 1.00, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSFORT POWER COMPANY

By: _____

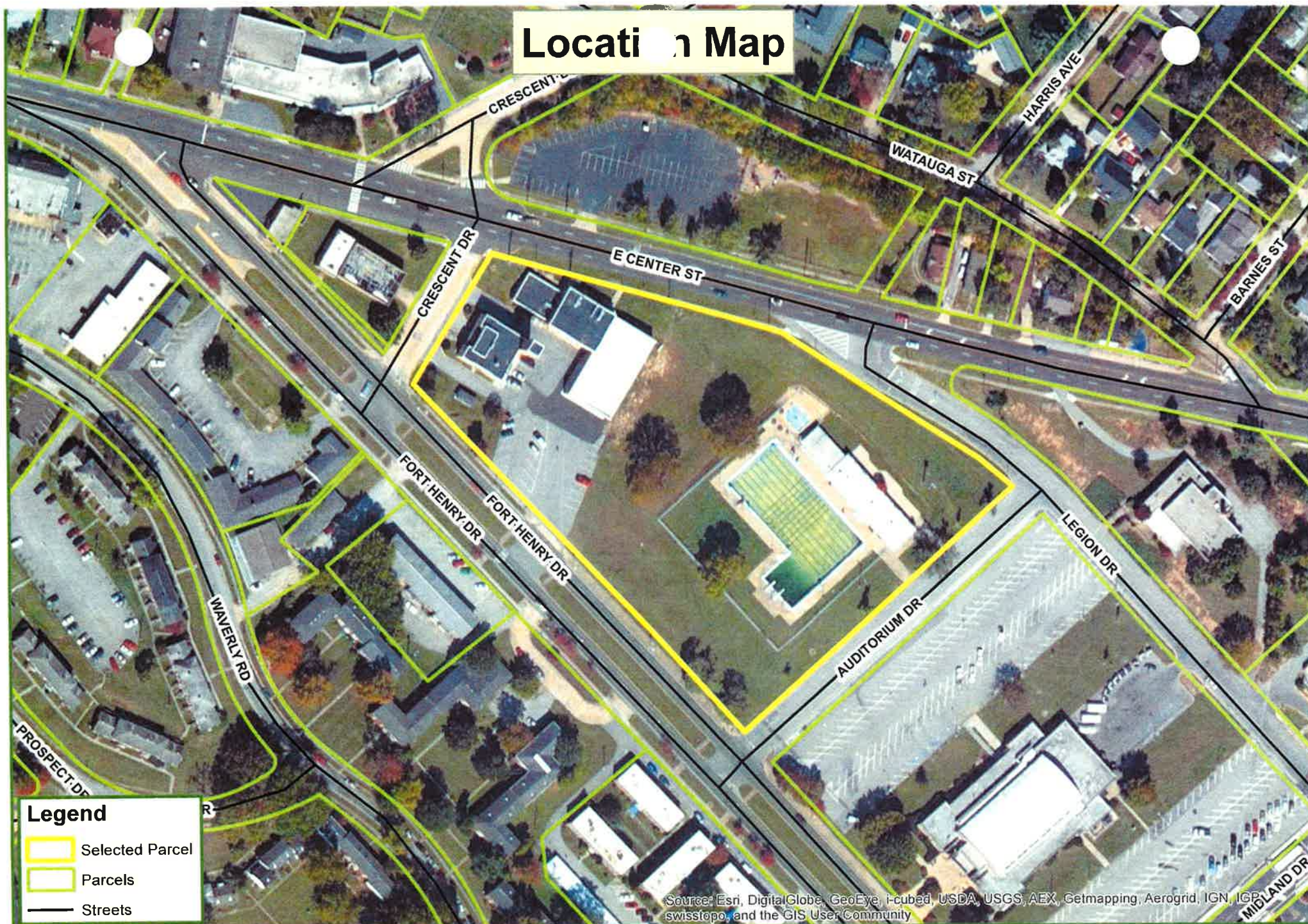
STATE OF TENNESSEE)
COUNTY OF _____) To-wit:

Subscribed and sworn to before me this the _____ day of _____, 20____.

Notary Public

My Commission Expires:

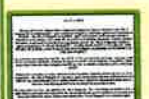
Location Map



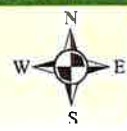
Legend

- Selected Parcel
- Parcels
- Streets

Source: Esri, DigitalGlobe, GeoEye, I-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Prepared by the City of Kingsport
Geographic Information System (G.I.S.)
Date: 12-03-15
Map File Name: 18086wo10255





AGENDA ACTION FORM

Renewal of Agreement with Aetna Life Insurance Company for Stop Loss Insurance for Kingsport City Schools

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

Action Form No.: AF-307-2015
 Work Session: December 14, 2015
 First Reading: N/A

Final Adoption: December 15, 2015
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the Resolution.


Executive Summary:

The administration of Kingsport City Schools desires to enter into this agreement for the purpose of renewing the Stop Loss Insurance for employees and retirees for the 2016 plan year. Sherrill Morgan issued an RFP for bids. After careful review of the bids from 7 stop loss carriers, including our current carrier, Aetna Life Insurance Company, Sherrill Morgan has recommended that we renew with Aetna Life Insurance Company. The administration of Kingsport City Schools agrees with the decision of Sherrill Morgan and received approval from the Board of Education to renew on December 3, 2015. The Kingsport City Schools recommends that the Stop Loss Policy with Aetna Life Insurance Company be renewed for the 2016 plan year and authorization for the Mayor to sign all applicable documents.

Funding for this agreement will be from the general purpose school budget and employee/retiree contributions that will be accounted for in the established funds for the Kingsport City Schools Health Benefits.

Attachments:

1. Resolution
2. KCS Stop Loss Evaluation
3. Renewal Recommendation from Sherrill Morgan
4. BOE Meeting Memo from Jennifer Guthrie and David Frye
5. Aetna Stop Loss Application
6. Aetna Quote

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH AETNA LIFE INSURANCE COMPANY FOR STOP LOSS INSURANCE FOR THE KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city, through the Kingsport Department of Education desires to renew the agreement with Aetna Insurance Company to provide stop loss insurance for the employees and retirees of the Kingsport City Schools, effective January 1, 2016, through December 31, 2016;

Now therefore,

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

SECTION I. That the renewal of the agreement with Aetna Insurance Company to provide stop loss insurance for the employees and retirees of the Kingsport City Schools effective January 1, 2016, through December 31, 2016.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, an agreement with Aetna Insurance Company to provide stop loss insurance for the employees and retirees of the Kingsport City Schools effective January 1, 2016, through December 31, 2016, and all other documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 15th day of December, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Kingsport City Schools
Stop Loss Analysis
(Based 340 Single; 515 Family) - 855
Effective 1/1/2016

	Current	Renewal						
Stop Loss Carrier	Aetna	Aetna	HIIG/GMIC	HM	AIG/NUF	ECU	IOA/Everest Re	IAT/Sirius
Contract	12/12	24/12	24/12	24/12	24/12	24/12	24/12	24/12
Coverage	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Annual Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Deductible	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Aggregating Specific Deductible	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Single Premium Rate	\$32.35	\$27.71	\$42.72	\$29.18	\$24.32	\$31.34	\$31.19	\$44.99
Family Premium Rate	\$82.54	\$70.95	\$78.25	\$71.79	\$72.24	\$79.21	\$72.34	\$88.54
Aggregate Premium Rate	\$5.42	\$6.61	\$2.88	\$5.42	\$4.07	\$3.60	\$2.90	\$3.60
Monthly Single Aggregate Factor	\$805.90	\$1,351.19	\$813.21	\$1,391.22	\$764.64	\$747.17	\$1,231.49	\$792.10
Monthly Family Aggregate Factor	\$805.90	\$1,351.19	\$1,698.23	\$1,391.22	\$1,763.20	\$1,804.75	\$1,231.49	\$1,678.69
Maximum Claims	\$8,268,534.00	\$13,863,209.40	\$13,812,958.20	\$14,273,917.20	\$14,016,307.20	\$14,201,808.60	\$12,635,087.40	\$13,606,072.20
Annual Specific Premium	\$642,085	\$551,528	\$657,883	\$562,717	\$545,669	\$617,385	\$574,316	\$730,736
Annual Aggregate Premium	\$55,609	\$67,819	\$29,549	\$55,609	\$41,758	\$36,936	\$29,754	\$36,936
Total Annual Stop Loss Premium	\$697,694	\$619,346	\$687,431	\$618,326	\$587,427	\$654,321	\$604,070	\$767,672
Aggregating Specific Liability	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Total Premium and Aggregating Specific Liability	\$947,694	\$869,346	\$937,431	\$868,326	\$837,427	\$904,321	\$854,070	\$1,017,672
Maximum Liability	\$9,216,228	\$14,732,556	\$14,750,390	\$15,142,243	\$14,853,734	\$15,106,130	\$13,489,158	\$14,623,745
Additional Liability Laser A								
Additional Liability Laser B		\$150,000.00		\$50,000.00	\$100,000.00	\$300,000.00		
Additional Liability Laser C		\$100,000.00						

This is for summary purposes only; please see quote assumptions and details for complete details.

Note:

Aetna has 2 lasers of \$300,000 & \$250,000.

HM has 1 laser for \$200,000 and excludes coverage of 5 members

AIG has 1 laser for \$250,000

ECU has 5 restricted members 2 with 12/12 contracts and 1 with a conditional laser of \$450,000 and a 12/12 contract



To: David Frye and Jennifer Guthrie
From: Lisa Stamm
Date: November 17, 2015
Re: 2016 Stop Loss Recommendations

The following is a summary of Sherrill Morgan's recommendations regarding the Kingsport City Schools' stop loss coverage for the 2016 plan year.

Renewal Offer from Aetna:

The plan's stop loss renewal for 2016 from Aetna initially represented a 22% increase on both specific and aggregate premium. A premium increase of at least 20% is expected for any plan moving from its first year of self-funding to its second year, because the stop loss carrier is adjusting for moving from an immature claims year to a mature claims year. In addition, through October of 2015, four individuals on the plan have exceeded their \$150,000 individual specific deductibles, and several individuals have conditions that are of ongoing concern going into the 2016 plan year. Aetna's original renewal proposal singled out several individuals for higher specific deductibles of \$400,000, \$350,000, and \$300,000. This represented additional liability of \$600,000 over the current \$150,000 individual specific deductible.

The maximum liability under Aetna's renewal offer is \$13,863,209. This is the amount above which Aetna will pay under the aggregate stop loss policy. The maximum liability amount is 25% above what the stop loss carrier expects claims to be in the upcoming contract year. It is generally determined by applying trend to historical claims, and then increasing those trended claims by 25%. In addition, for a self-funded plan moving from a 12/12 (immature) contract to a 24/12 (mature) contract, the underwriter will make an upward adjustment of approximately 20%.

Alternative Quotes:

Sherrill Morgan requested stop loss quotes from fifteen different stop loss carriers, and received quotes from seven carriers: Aetna, AIG, ECU, HM, IAT/Sirius, IOA Re/Everest Re, and HIGG/GMIC. These are summarized in the attached spreadsheet. In response to these competitive proposals, Aetna revised its renewal offer by removing the higher specific deductible on one individual and reducing the higher specific deductible on two others, lowering the additional liability on these individuals by \$350,000 to a combined total of \$250,000.

Aggregating Specific Deductible:

The plan currently has a \$250,000 "aggregating specific" deductible. Because Aetna had no individual claims detail from the state plan, and could not assign higher specific deductibles where warranted for the 2015 plan year, it instead included an "aggregating specific deductible" of \$250,000, which is an additional corridor of liability that the plan pays out just once. The following is an explanation of how this liability is applied: every person on the plan has a specific deductible of \$150,000, but the plan is not reimbursed when someone goes over his or her \$150,000 specific deductible until some combination of people (it could be one person, or three, or ten, etc.) exceed their specific deductibles collectively by \$250,000. For example, if one person had claims of \$175,000, without an aggregating specific deductible, the plan would get \$25,000 in reimbursement from Aetna. But with an aggregating specific deductible of \$250,000, the plan would be responsible for this \$25,000, which would be applied to the \$250,000 aggregating specific deductible, leaving an aggregating specific deductible of \$225,000. If a second person then had \$400,000 in claims, the plan would be reimbursed \$25,000 (the first \$150,000 of the claims would be applied to the individual specific deductible, and \$225,000 would be applied to

the remaining aggregating specific liability, leaving the plan with a reimbursement of \$25,000). For the rest of the plan year, Aetna would then reimburse the plan each time an individual exceeded their individual \$150,000 specific deductible. Aetna has offered to remove the aggregating specific deductible for the 2016 plan year; however, they have given the option of retaining it also. Sherrill Morgan recommends retaining it in exchange for premium reduction of approximately \$231,820. Because Aetna has given a nearly equivalent amount of premium reduction in exchange for the aggregating specific liability, the "worst-case" scenario for the plan would be that it will pay out approximately \$18,000 more in liability than it saved in premium. The "best-case" scenario would be that the plan will save \$231,820 in premium. For this reason, we recommend accepting the \$250,000 aggregating specific option. This option is referred to as Option A in the attached spreadsheet. Under Option A, the total stop loss premium would decrease by approximately \$78,348, or 11%, from 2015.

Carrier Recommendation:

The most competitive quote of those received from other carriers was that of AIG. The total premium for that option was approximately \$32,000 lower than Aetna's, and had \$150,000 less in additional liability on individuals beyond the \$150,000 specific deductible. AIG was, however, higher than Aetna on the attachment point, which is the maximum claims the plan must pay before the carrier pays under the aggregate stop loss policy. While a case could be made for moving to AIG, value exists in remaining with the same stop loss carrier for multiple years if at all possible. Carriers generally take into account their loss ratio over multiple plan years when developing renewal rates, and if a group has fewer claims than they collect in premium some years, the carrier is less likely to have a significant premium increase in years in which claims exceed premium. In our opinion, the premium differential and additional liability is not enough to warrant a carrier change this year.

We are available to discuss further with you at your convenience.



MEMORANDUM

TO: Board of Education

FROM: Jennifer Guthrie and David Frye

DATE: 11/24/15

RE: Stop Loss Renewal for 2016

The current stop loss contract with Aetna for the medical plan is up for renewal for the 2016 plan year. Accordingly, Sherrill Morgan issued an RFP for bids.

Please find enclosed with this memorandum the written recommendation from our consultant, Sherrill Morgan on the renewal of the stop loss coverage for the 2016 plan year and accompanying stop loss analysis spreadsheet comparing the bids of 7 stop loss carriers, including our current carrier, Aetna.

As more specifically set forth in the attached recommendation, Sherrill Morgan recommends remaining with Aetna as our stop loss carrier for year two of the medical plan.



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Aetna Life Insurance Company

Application for Stop Loss Insurance

Application is hereby made to Aetna Life Insurance Company, of Hartford, Connecticut (herein called Aetna) for a policy of Stop Loss Insurance, to be issued to the undersigned applicant.

Kingsport City Schools

Applicant:

400 Clinchfield Street Suite 200, Kingsport, TN 37660

Address:

The policy form applied for is designated by Aetna as Form No. GR-96272.

Said Policy has been approved, and its terms are accepted by the applicant.

Signed at:

Applicant:

Date:

By:

Witness:

Official Title:

Agent(s) of Record:

(If countersignature laws require commission sharing with a duly Licensed Resident Agent in another jurisdiction, the above designation will be modified to the extent required by law.)

Your premium purchases insurance coverage from Aetna, as well as the services of any Aetna-appointed licensed independent agent or broker herein identified. Aetna has various programs for compensating producers (agents, brokers and consultants). If you would like information regarding compensation programs for which your producer is eligible, payment (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or Aetna. Information regarding Aetna's programs for compensating producers is also available at www.aetna.com. We value your business and the chance to serve you.

Date: 11/10/2015
Case Name: Kingsport City Schools
Policy Year: 01/01/2016-12/31/2016
Underwriter: Christine Steele



STOP LOSS QUOTE SPECIFICATIONS INDIVIDUAL STOP LOSS COVERAGE

		<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>
Reimbursement Basis:		12/12	15/12	24/12	15/12
Individual Coinsurance %:		100%	100%	100%	100%
Individual Stop Loss Amount:		\$150,000	\$150,000	\$150,000	\$175,000
except for	Claimant (BD), Chronic Kid	-	-	-	-
	Claimant (TH), Colon Cance	\$300,000	\$300,000	\$300,000	\$300,000
Individual Rate Per Month	<u>Enrollment</u>				
Single	345	\$21.96	\$27.01	\$27.71	\$26.90
Family	523	\$56.22	\$69.17	\$70.95	\$68.87
Composite	868	\$42.61	\$52.41	\$53.77	\$52.19
Annualized Individual Premium:		\$443,776	\$545,920	\$560,044	\$543,578
Prior Carrier Run-In Limit:		\$0	\$0	\$0	\$0
Brokerage Commission %:		0.00%	0.00%	0.00%	0.00%
Terminal Liability Option:		Not Applicable	Not Applicable	Not Applicable	Not Applicable
Individual Annual Payment Amount:		Unlimited	Unlimited	Unlimited	Unlimited
Individual Lifetime Payment Amount:		Unlimited	Unlimited	Unlimited	Unlimited
Aggregating Specific Stop Loss Amount:		\$250,000	\$250,000	\$250,000	\$250,000
Coverages That Apply:		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card

AGGREGATE STOP LOSS COVERAGE

		<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>
Reimbursement Basis:		12/12	15/12	24/12	15/12
Aggregate Stop Loss Percentage:		125%	125%	125%	125%
Individual Internal Limit:		\$150,000	\$150,000	\$150,000	\$175,000
Aggregate Rate Per Month	<u>Enrollment</u>				
Composite	868	\$5.42	\$6.24	\$6.61	\$6.51
Annualized Aggregate Premium:		\$56,457	\$65,013	\$68,798	\$67,807
Aggregate Stop Loss Factors	<u>Enrollment</u>				
Medical, Rx Card					
Single	345	\$588.26	\$688.12	\$703.09	\$693.56
Family	523	\$1,488.22	\$1,740.85	\$1,778.71	\$1,754.60
Composite	868	\$1,130.52	\$1,322.43	\$1,351.19	\$1,332.87
Stop Loss Aggregate Limit*:		\$11,775,465	\$13,774,391	\$14,073,977	\$13,883,208
Prior Carrier Run-in Limit:		\$0	\$0	\$0	\$0
Brokerage Commission %:		0.00%	0.00%	0.00%	0.00%
Aggregate Advanced Funding:		Excluded	Excluded	Excluded	Excluded
Maximum Annual Aggregate Payment Amount		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Coverages That Apply:		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card

****THIS QUOTE CONTAIN LASERS, PLEASE REFER TO CAVEATS****

We are lasering the following individuals:

Claimant (TH) - Colon Cancer - \$300,000 Laser

Claimant (BD) - Chronic Kidney Disease - \$250,000 Conditional Laser if receives regularly scheduled dialysis

Please confirm your acceptance of this firm quote (rate sheet and caveat document) with your signature below and return it to Aetna Signature Administrators fax number (860)907-3890.

Signed by: _____
 Title: _____
 Date: _____

Agent Name: _____

FINANCIAL SUMMARY

Combined Premium Composite Rate:	\$48.03	\$58.65	\$60.37	\$58.70
Total Stop Loss Premium:	\$500,233	\$610,933	\$628,842	\$611,385
Composite Aggregate Factor (PEPM): **	\$1,130.52	\$1,322.43	\$1,351.19	\$1,332.87
Stop Loss Aggregate Limit*:	\$11,775,465	\$13,774,391	\$14,073,977	\$13,883,208

*Minimum Stop Loss Aggregate Limit will be set using the first month enrollment x Composite Aggregate Factor (PEPM) x # of contract Months.

**ISL Premium rates are billed on a single/family basis and Aggregate premium and Aggregate Factors are billed/administered on a composite basis.

Please refer to the Stop Loss Caveat document for detailed quote contingencies and assumptions.

STOP LOSS QUOTE SPECIFICATIONS **INDIVIDUAL STOP LOSS COVERAGE**

	<u>Option 5</u>	
Reimbursement Basis:	24/12	
Individual Coinsurance %:	100%	
Individual Stop Loss Amount:	\$200,000	
except for Claimant (BD), Chronic Kid	-	
Claimant (TH), Colon Cance	\$300,000	
Individual Rate Per Month	<u>Enrollment</u>	
Single	345	\$22.75
Family	523	\$58.24
Composite	868	\$44.13
Annualized Individual Premium:		\$459,683
Prior Carrier Run-In Limit:		\$0
Brokerage Commission %:		0.00%
Terminal Liability Option:		Not Applicable
Individual Annual Payment Amount:		Unlimited
Individual Lifetime Payment Amount:		Unlimited
Aggregating Specific Stop Loss Amount:		\$250,000
Coverages That Apply:		Medical, Rx Card

AGGREGATE STOP LOSS COVERAGE

	<u>Option 5</u>	
Reimbursement Basis:	24/12	
Aggregate Stop Loss Percentage:	125%	
Individual Internal Limit:	\$200,000	
Aggregate Rate Per Month	<u>Enrollment</u>	
Composite	868	\$6.69
Annualized Aggregate Premium:		\$69,679
Aggregate Stop Loss Factors	<u>Enrollment</u>	
<u>Medical, Rx Card</u>		
Single	345	\$712.84
Family	523	\$1,803.37
Composite	868	\$1,369.92
Stop Loss Aggregate Limit*:		\$14,269,108
Prior Carrier Run-in Limit:		\$0
Brokerage Commission %:		0.00%
Aggregate Advanced Funding:		Excluded
Maximum Annual Aggregate Payment Amount		\$1,000,000
Coverages That Apply:		Medical, Rx Card

****THIS QUOTE CONTAIN LASERS, PLEASE REFER TO CAVEATS****

We are lasering the following individuals:

Claimant (TH) - Colon Cancer - \$300,000 Laser

Claimant (BD) - Chronic Kidney Disease - \$250,000 Conditional Laser if receives regularly scheduled dialysis

Please confirm your acceptance of this firm quote (rate sheet and caveat document) with your signature below and return it to Aetna Signature Administrators fax number (860)907-3890.

Signed by: _____
 Title: _____
 Date: _____

Agent Name: _____

FINANCIAL SUMMARY

Combined Premium Composite Rate:	\$50.82
Total Stop Loss Premium:	\$529,362
Composite Aggregate Factor (PEPM): **	\$1,369.92
Stop Loss Aggregate Limit*:	\$14,269,108

*Minimum Stop Loss Aggregate Limit will be set using the first month enrollment x Composite Aggregate Factor (PEPM) x # of contract Months.

**ISL Premium rates are billed on a single/family basis and Aggregate premium and Aggregate Factors are billed/administered on a composite basis.

Please refer to the Stop Loss Caveat document for detailed quote contingencies and assumptions.



STOP LOSS CAVEAT INFORMATION

Policy Period: 12 months - 01/01/2016 - 12/31/2016

We are pleased to provide you with our proposal for Stop Loss insurance. The information contained in this proposal is confidential and should not be shared with anyone other than your broker or benefits plan consultant. This proposal reflects certain assumptions and should be used in conjunction with your rate sheet.

- Administrative services will be provided by Meritain Health, Preferred Provider Network must be Aetna Choice II POS. Aetna Life Insurance Company will be the sole Stop Loss carrier.
- Eligibility will apply to active U.S. employees and their dependents who meet eligibility requirements in accordance with the plan. Eligibility will also apply to COBRA continuees and those who are entitled to extended benefits under the plan following termination. Employees working less than 20 hours per week on a regularly scheduled basis, Seasonal, Board of Directors, Consultants, and Contracted employees will be excluded from stop loss unless Aetna Underwriting specifically agrees to include these participants.
- **Retirees** - This quotation assumes that all retired employees and their dependents, both under and over age 65 will be excluded under the Stop Loss.
- **12/12 policy** - There is no run-in, which is reflected in the discounted rate provided. Aetna will not provide Stop Loss coverage for dates of service prior to the effective date.
- **SIC Code** - Your business and/or Standard Industrial Code is 8211.
- **Stop Loss Situs Requirements** - This quote assumes that the customer will be situated in TN and the group meets Aetna's requirements for that situs.
- **Plan Design** - The plan design is assumed to be a full service POS consistent with those illustrated in the inforce plan design (90/60, 80/60 and 70/50).
- **HRA / HSA Plan Design** - Employer contributions to any HRA or HSA Plan will not accumulate towards Stop Loss.
- **Pre-Certification** - All plans must include pre-certification of services.
- **Contribution** - Employer contribution is no less than 75 percent of employee's cost or 50 percent of the total plan cost.
- **Participation** - Aetna requires no less than 50% of eligible employees to enroll in the plan.
- **Financial Condition** - Employer is a legitimate business and is financially sound.
- **Common Ownership** - There must be common ownership among all participating divisions for this quote to remain valid.
- **Transplant Network** - We have assumed the Aetna Institutes of Excellence (IOE) Transplant Network will be considered preferred for all Aetna Network participants, (Aetna participating facilities are not always in IOE and should not be considered preferred for transplants, unless they are in IOE). Please consider revising the underlying plan language with the Aetna preferred transplant language to appropriately steer participants to IOE facilities and better ensure all of the benefits of IOE usage are realized. Your Client Manager can provide a sample of the preferred transplant/ IOE language. If a Fully Insured transplant benefit is in place, transplant benefits will be excluded from Stop Loss.

- **Minimum Enrollment** - Aetna Stop Loss requires a minimum enrollment of 51 employees in order to issue our policy. If this requirement is not met after the Stop Loss policy is issued, the policy will terminate as of the first day of the first month following the month in which the underwriting requirement was not met.

The rate sheet and caveat documents list the expectations and assumptions of our quote. The following is a list of additional factors that may impact our Stop Loss premiums. We reserve the right to change our rates and factors, at any time during the policy year, effective on the date the change occurred, in the following circumstances:

We assumed the following for purposes of our proposal:

Network enrollment assumptions would be as follows:

Aetna Choice II POS (868 lives)

Out of Area (0 Lives)

The percentage of retirees under /over age 65 and their dependents who are under age 65 would be no more than 0%.

The percentage of COBRA participants would be no more than 3%.

We have assumed a total enrollment of 868 and a Single/Family split of 345 Single and 523 Family.

Your plan design remains unchanged.

We have assumed a plan participation split of:

90/60- 80%

30/60- 10%

70/50-10%

We reserve the right to change our rates if:

If a different network or no network is used, we will have to re-rate this proposal based upon the new network..

The actual percentage of enrolled retirees under/over age 65 and their dependents who are under age 65 exceeds the assumed percentage. Eligible retirees age 65 and older are not Medicare Primary.

The actual COBRA participants exceeds the assumed percentage.

The actual Total or Single/Family split changes from the assumed split by 15%.

Any plan design changes from the proposed benefits must be approved by Aetna. The actual plan participation split changes from the assumed split by 15%.

This proposal is FIRM. Our offer will be valid until Nov 13th . If written acceptance of the proposal is not received by this date we will reserve the right to request updated claim data and adjust our offer accordingly. Please circle/initial accepted option and send back to us as your confirmation.

- Census data for all employees eligible for coverage, including: each employee's date of birth, insurance status, dependent coverage, gender, and home zip code. Census should also identify whether each employee is active, COBRA, part-time, union, early retiree, retiree or waiver and the plan/product in which the employee is currently enrolled. Additional information may be required if union members, retirees or part-time workers are eligible.

- Updated monthly claims on a rolling 12-month basis with corresponding exposures up to 60 days prior to the effective date.
- We have reviewed claim data through October 2015. Based on this information, we are laserizing the following individuals:

Claimant (TH) - Colon Cancer - \$300,000 Laser

Claimant (BD) - Chronic Kidney Disease - \$250,000 Conditional Laser if receives regularly scheduled dialysis

Please note all participants excluded from the stop loss policy will remain excluded from the stop loss policy for all subsequent policy renewal years. Should an excluded participant return to the plan, Aetna will reconsider the individual for inclusion under the stop loss policy at the policy ISL deductible or at a higher ISL deductible (laser) once we receive acceptable disclosure information for that individual. For privacy reasons, we have not included names in this document.

Individual claims above the selected Individual Stop Loss level (Lasers) will not count toward satisfaction of the Aggregate Attachment Point. The claims of an individual who has been excluded from Individual coverage will not accumulate toward the Aggregate Attachment Point.

Lasered participants will not be eligible for the 20% specific stop loss step down deductible for use of an IOE transplant facility.

- Please note: Aetna has in place procedures for handling "protected health information" that are compliant with HIPAA. Disclosure of the requested information is permitted by HIPAA. If you need additional information or require a confidentiality agreement, please contact your account representative.

We reserve the right to amend or withdraw our proposal to reflect the underwriting impact of any additional information we obtain or in the event you are unable to provide us any of the information we need to fully underwrite the risk.



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-311-2015

Work Session: December 14, 2015

First Reading: N/A

Final Adoption: December 15, 2015

Staff Work By: Angie Marshall

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 is a summary of the applications for nine package stores who have filed with the City Recorder for renewal of their Certificate of Compliance to sell retail beverages.

Section 6-67 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 6-67 of the City Code. Police background checks have been conducted on each of the applicants with nothing found that would prevent any of the applicants from their certificates.

Attachments:

1. Summary Spreadsheet

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

CERTIFICATE OF COMPLIANCE RENEWALS FOR 2016

<u>Store Name</u>	<u>Address</u>	<u>Applicant(s)</u>	<u>Approved by Police</u>	<u>Approved by Planning</u>
Allandale Package Store	4528 West Stone Drive	Bobbie Phillips	YES	YES
B&B Package Store	3636 Fort Henry Drive	Thomas & Robin K. Carter	YES	YES
Colonial Heights Package Store	4311 Fort Henry Drive	Kim Owens & John Owens, III	YES	YES
Discount Package Store	2716 John B. Dennis Highway	John Cox	YES	YES
Greeneacres Package Store	1229 North Eastman Road, Ste 225	Kenneth W. Glass	YES	YES
North Plaza Package Store	812 Lynn Garden Drive	Nancy L. East	YES	YES
Park Place Liquor & Wine Package Store	1309 S. John B. Dennis Highway	Parker & Sandra Hill & Parker Hill, II	YES	YES
Sam's Package Store	1304 East Stone Drive	Charles & Phyllis Large	YES	YES
West Kingsport Package Store	2217 West Stone Drive	George Todd East	YES	YES