



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, July 6, 2015
Council Room, 2nd Floor, City Hall, 4:30 p.m.**

Board of Mayor and Aldermen

Mayor-Elect John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Colette George

Alderman-Elect Michele Mitchell
Alderman-Elect Tommy Olterman
Alderman Tom C. Parham

Leadership Team

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

1. Call to Order
2. Roll Call
3. Work Session Tickler
4. Discussion of Process for Filling Alderman Vacancy
5. Mayor's Comments on First 100 Days
6. Review of Items on July 7, 2015 Business Meeting Agenda
7. Adjourn

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



Work Session Tickler July 6, 2015

Special Projects

Fire Training Ground

Chief Dye

The Training Tower colors and design have been picked and Armstrong Construction will be ordering the building materials. Armstrong Construction is doing is ready in charge. The ball is in their court.

The Fire Department plans are to add storage facilities, a classroom, several fire and rescue props, etc. These will be for vehicle extrication, special rescue, etc.



Carousel

Morris Baker

Engage Kingsport, a 501 (C) 3 non-profit has been leading the construction of a Roundhouse and Gift Shop buildings along with building the Carousel in the Roundhouse. Volunteers are in the process of putting final touches on carousel for ribbon cutting. Security and internet have been completed.

- Carousel target date to be open to the public - July 10th
- National Carousel Day – July 25th – with rides open to the public for free.

Benches and tables have been donated by the Rotary Club and plans are in motion to install in park area. Keep Kingsport Beautiful is working to implement a \$20,000 grant for landscaping in the park area.

Legal

Worker's Compensation

Terri Evans

The Kingsport Employee Wellness Center opened 6/26/13. Calendar year 2014 utilization is 95.5%, and of those, 55.2% were active employees, 4.6% were retirees, 35.5% were dependents, 0.3% were Workers Compensation visits, 0.2% were extended patient visits, and 4.2% were no-shows. Our no-show target is below 5%.

Risk Management

Terri Evans

Kingsport Employee Wellness

Beginning January, 2015, the school system became self-funded, allowing their employees to utilize the Kingsport Employee Wellness Center. There are more than 72 hours available for 20 minute appointments, including Saturdays, to serve both the school department and the general government employees, with additional hours in upcoming weeks as part-time providers can be scheduled. Utilization January 2 through June 30, 2015, is 102.5%, and of those, 31.3% were government active, 23% were school active, 4.6% were government retirees, 2.2% were school retirees, 17.6% were government dependents, 16% were school dependents, .3% were extended patient visits, .1% were workers' compensation visits and 5% were no-shows. We believe the no-show number is due in to the weather related increase and smoothing has not occurred as yet. The no show rate for June 1 through June 30 is 4.5%. CareHere advises that utilization often slows during the summer months as illnesses reduce.

Budget Office

Judy Smith

Financial Comments

(No updates)

Local Option Sales Tax revenue for the month of April was \$1,357,635 which was \$69,400 above budget and \$102,400 above last year's actual. The Year to Date Total is \$308,500 over budget and \$788,100 over last year which is a 5.97% increase over last year's actual.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, July 7, 2015

Large Courtroom – 2nd Floor, City Hall

7:00 p.m.

Board of Mayor and Aldermen

Mayor-Elect John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Colette George

Alderman-Elect Michele Mitchell
Alderman-Elect Tommy Olterman
Alderman Tom C. Parham

City Administration

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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Pastor David Salley, Gravelly Baptist Church

III.A. SWEARING IN OF ELECTED BOARD MEMBERS – Judge McLellan

John Clark, Mayor
Mike McIntire, Alderman
Michele Mitchell, Alderman
(The formal ceremony for Mr. Olterman will be July 21)

III.B. ROLL CALL

III.C. SELECTION OF VICE MAYOR

III.D. VACANCY IN THE OFFICE OF ALDERMAN

1. Declaration of Vacancy on the Board of Mayor and Aldermen (AF: 160-2015)
(Mayor Clark)

IV. RECOGNITIONS & PRESENTATIONS

None

V. APPROVAL OF MINUTES

1. Work Session – June 15, 2015
2. Business Meeting – June 16, 2015

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Amend Zoning of the 124 Bloomingdale Pike Property, a Portion of the Existing Bloomingdale Terrace Apartment Development (AF: 173-2015) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Budget Ordinance for Citywide Sanitary Sewer Improvements Project (AF: 175-2015) (Ryan McReynolds)
 - Ordinance – First Reading
2. Award of Bid to Thomas Construction, Inc, for Systemwide Water Upgrades – Phase 1 (AF: 186-2015) (Ryan McReynolds)
 - Resolution
 - Ordinance – First Reading
3. Approve Lynn View Community Center Appropriation for Block Party (AF: 191-2015) (Morris Baker)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend Zoning of the 376 Bob Jobe Road Property, Located off Interstate 26, Exit 13 (AF: 132-2015) (Ken Weems)
 - Ordinance – **Second Reading and Final Adoption**
2. Budget Ordinance to Transfer Funds for the Landfill New Cell Construction Project (AF: 161-2015) (Michael Thompson)
 - Ordinance - **Second Reading and Final Adoption**

3. Ordinance to Amend the School Budget to Buy 2,300 Laptops for Dobyns-Bennett (AF: 167-2015) (David Frye)
 - Ordinance - **Second Reading and Final Adoption**
4. Ordinance to Amend the FY15 Operating Budgets and Various Projects (AF: 164-2015) (Jeff Fleming)
 - Ordinance - **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Application for a Technology Grant for the Library for Laptops and Learning Stations (AF: 172-2015) (Morris Baker)
 - Resolution
2. Agreement with CSX for a Sanitary/Storm Sewer Crossing to Former General Shale Property (AF: 157-2015) (Ryan McReynolds)
 - Resolution
3. Dispensing with the Reading of Ordinances in their Entirety (AF: 174-2015) (Mike Billingsley)
 - Resolution
4. Agreement with Southern Health Partners, Inc. for Inmates (AF: 178-2015) (Chief Quillin)
 - Resolution
5. Awarding the Bid for Purchasing Copier Paper (AF: 168-2015) (Chris McCartt, Sandy Crawford)
 - Resolution
6. Donation of Property at Reedy Creek Terrace as Wetlands (AF: 182-2015) (Steve Robbins)
 - Resolution
7. Agreement with the Greater Kingsport YMCA and Eastman Credit Union (AF: 195-2015) (Jeff Fleming)
 - Resolution
8. Execute a Release Agreement for Paschall Truck Lines (AF: 183-2015) (Jeff Fleming)
 - Resolution
9. Sublease Agreement at the Regional Center for Applied Technology for the HiSet Program (AF: 179-2015) (Morris Baker)
 - Resolution
10. Agreement to Offer Higher Education Programs / Courses in the Kingsport Center for Higher Education and Sub-lease Agreement for Office Space, Common Areas and Classroom Space (AF: 180-2015) (Morris Baker)
 - Resolution

11. Reconcile and Adjust Uncollectible Property Tax for Tax Year 2004 (AF: 177-2015) (Joe May)

- Resolution

12. Accept the Gift of Property at Borden Park (AF: 193-2015) (Lynn Tully)

- Resolution

13. Release of Utility Easements on Borden Mill Property (AF: 194-2015) (Lynn Tully)

- Resolution

E. APPOINTMENTS

1. Reappointments to the Bays Mountain Park Commission (AF: 185-2015) (Mayor Clark)

- Appointment

2. Reappointments to the Public Art Committee (AF: 184-2015) (Mayor Clark)

- Appointment

3. Reappointments to the Parks and Recreation Advisory Committee (AF: 181-2015) (Mayor Clark)

- Appointment

4. Reappointments to the Tree Advisory Board (AF: 187-2015) (Mayor Clark)

- Appointment

5. Appointments to the Senior Center Advisory Council (AF: 188-2015) (Mayor Clark)

- Appointment

6. Appointments to the Cattails Management Advisory Committee (AF: 189-2015) (Mayor Clark)

- Appointment

7. Appointments to the MeadowView Conference Resort & Convention Center Advisory Committee (AF: 192-2015) (Mayor Clark)

- Appointment

VII. CONSENT AGENDA

1. Approval of Easements and Rights-of-Way for Ridgecrest Avenue Sewer Project (AF: 190-2015) (Ryan McReynolds)

- Approve Offers

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



AGENDA ACTION FORM

Declaration of a Vacancy on the Board of Mayor and Aldermen

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

Action Form No.: AF-160-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: Jeff Fleming
 Presentation By: Mayor Clark

Recommendation:

Declare a vacancy.

Executive Summary:

When Alderman Clark is sworn in as mayor on July 7 2015, a vacancy will be created on the board. In accordance with the requirements of Article III, sections 2 and 10 of the Charter of the City of Kingsport, the mayor must declare the office of aldermen vacant. The position must be filled by the remaining board members within thirty (30) days of the declaration of the vacancy. The appointment must be made by an affirmative vote of the majority of the remaining members of the board. There are six remaining board members so the majority would be four. The vote appointing an individual must be a roll call vote. The term of the appointment will be from the date the appointee is sworn into office until the first regular meeting in July, 2017.

The board determines the procedure it will use to determine who it will consider and appoint. The only restriction is that the individual must be eligible to hold office. This means the individual must be 1) a legal resident of the city; 2) 18 years of age or older, 3) residing in the city for at least one year preceding the selection or has been annexed in the year prior to the selection; 4) and is not an employee of the city, including the city school system. When the board is ready to make the appointment, it should be made by a motion, a second and a roll call vote.

For your convenience attached a copy of Article III, sections 2 and 10 of the Charter of the City of Kingsport.

Attachments:

- Article III, sections 2 and 10 Charter of the City of Kingsport

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

ARTICLE III. BOARD OF MAYOR AND ALDERMEN

Sec. 2. Election, term of mayor; designation of members as board of mayor and aldermen.

At the general city election in May of 1979, and every two (2) years thereafter, there shall be elected by the qualified voters of the City of Kingsport, a mayor who shall serve a term of two (2) years beginning at the first regular meeting of the board in July following his election. The mayor and aldermen shall together constitute the board of mayor and aldermen of the City of Kingsport.

No person shall be a candidate for the office of mayor and the office of alderman in the same election, nor shall any person hold both offices at the same time.

In the event an incumbent alderman having an unexpired term remaining to serve, shall run and be elected to the office of mayor, upon taking office as mayor the vacancy thus created in the office of alderman shall be filled as hereinafter set out in section 10 of this article.

Sec. 10. Vacancies.

(a) *Causes of vacancies.* The office of mayor, vice-mayor or alderman is vacated:

- (1) By the death of the incumbent;
- (2) By the resignation of the incumbent;
- (3) By the incumbent ceasing to be a resident of the city; or
- (4) By the incumbent's violation of the Charter.

(b) *Declaration of vacancies to board.* The mayor or vice-mayor shall declare to the board, at each session thereof, all offices to be filled by that body, which have become vacant.

(c) *Appointment of successors.* After any office becomes vacant, such vacancy in said board shall be filled by appointment within thirty (30) days by an affirmative vote of a majority of the remaining members thereof; provided, however, that no member shall be appointed under this section at any time when the said board already has as many as three (3) members so appointed, but in case of any additional vacancy, the said board shall forthwith by ordinance or resolution call upon the election commissioners for Sullivan County and Hawkins County to call a special election for the purpose of filling such additional vacancy, whereupon said election commissioners shall immediately call such special election and appoint the necessary officers therefor, and said special election shall be held in the same manner as and subject to the regulations in this Charter respecting general city elections.

(d) *Vote.* All such appointments by the board shall be made viva voce, on the calling of the roll.

(e) *Term of office of successors.* The successors so appointed to hold office until the first regular meeting in July following the next general city election held after his appointment.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, June 15, 2015, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips

Vice-Mayor Mike McIntire

Alderman John Clark

Alderman Colette George

Alderman Andy Hall

Alderman Tom Segelhorst

Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Phillips.

2. **ROLL CALL:** By Deputy City Recorder Marshall.

3. **WORK SESSION TICKLER.** Assistant City Manager Chris McCartt invited everyone to the ribbon cutting for the ball fields. Mayor Phillips commented on the positive sales tax numbers. Alderman Segelhorst commented on the injury reports from the school system. Ms. Lucy Fleming gave an update on the carousel, noting an inspector had come out to the site and stated it was one of the best built he had seen in a long time in Tennessee. City Manager Fleming pointed out Item VI.D.7 on the agenda was to accept the donation of the roundhouse and everything else regarding the carousel. Some discussion followed.

4. **REVIEW OF AGENDA ITEMS ON THE JUNE 16, 2015 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming, members of staff and community members gave a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:

VI.A.1 Amend Zoning of 376 Bob Jobe Property Located Off Interstate 26, Exit 13 (AF: 132-2015). City Planner Ken Weems gave a presentation on this item, noting the downgrading of the zone. There was some discussion and Mr. Weems answered questions from the board.

VI.B.1 Budget Ordinance to Transfer Funds for the Landfill New Cell Construction Project (AF: 161-2015). City Manager Fleming explained the funds would come from active projects as temporary borrowing, noting they will be replaced in about three months.

VI.B.2 Amend Various Code Sections Pertaining to Code Enforcement Officers (AF: 169-2015). Mayor Phillips expressed his concerns with code enforcement. He asked the board to pull this item until it could be looked at further by staff to simplify the process and provide Melanie Adkins the ability to issue warning citations, similar to those issued by the police. There was considerable discussion.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, June 15, 2015**

VI.D.1 Consider Christmas Eve as an Official City Holiday for Employees (AF: 155-2015). Human Resources Director George DeCroes provided information on this item, noting the city currently has nine observed holidays. This would make ten and allow employees to plan for it every year. He pointed out Johnson City observes ten holidays while Elizabethton and Bristol observe twelve holidays. City Manager Fleming noted this allows Kingsport to keep up with everyone else.

VI.D.2 Purchase Equipment for 1-Hour Lunch at Dobyns-Bennett (AF: 162-2015). David Frye gave details on this item, noting the cafeteria cannot handle all of the students. This will provide other areas for the students and upgrade the computers in the cafeteria line.

VI.D.4 Award Bid for \$1.19 Million for 2015 Contracted Paving (AF: 165-2015). City Manager Fleming listed the locations for the paving Assistant Public Works Director Michael Thompson provided further details and answered questions. Some discussion followed.

VI.D.5 Approve Lease with Eastman Chemical Company for Radio Tower Site in Bays Mountain Park (AF: 159-2015). Alderman Segelhorst questioned the amount of a \$1 lease, noting he remembered previous discussion in the past. City Attorney Billingsley stated it could be changed to \$10.

VII.1 Approval of Easements and Rights-of-Way for Emory Church Sewer Project (AF: 166-2015). City Manager Fleming noted Alderman Hall would be recusing himself from this item.

BOARD COMMENT. None.

PUBLIC COMMENT. Mayor Phillips commented on the Sullivan Street paving project. City Manager Fleming confirmed Church Circle would also be paved and the sidewalk would be finished in concrete. Alderman Segelhorst commented on a recent advertisement for the new dog park by PEAK which features City Planner Corey Shepherd.

8. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 6:00 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, June 16, 2015, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Alderman John Clark
Alderman Colette George
Alderman Andy Hall

Vice-Mayor Mike McIntire
Alderman Tom C. Parham
Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager
J. Michael Billingsley, City Attorney
James Demming, City Recorder/Chief Financial Officer

- I. CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
 - II.A. PLEDGE OF ALLEGIANCE TO THE FLAG:** Led by Family Members of Mayor Phillips – Evan Hayes, Olivia LaHair and Gavin Thomas.
 - II.B. INVOCATION:** Pastor Paul Becker, Concordia Lutheran Church.
 - III. ROLL CALL:** By City Recorder Demming. All Present.
- NOTE:** At this time, former Alderman Valerie Joh and Mr. Reggie Martin gave a presentation on the Carousel project as it nears completion.*
- IV. RECOGNITIONS AND PRESENTATIONS.**
 - 1. Employee Dependent Scholarship Program Recipients – Lesley Christian.
 - 2. Keep Kingsport Beautiful Award Recognition – Robin Cleary.
 - V. APPROVAL OF MINUTES.**

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

- A. June 1, 2015 Regular Work Session
- B. June 2, 2015 Regular Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 16, 2015**

1. Amend Zoning of 376 Bob Jobe Property Located Off Interstate 26, Exit 13 (AF: 132-2015) (Ken Weems).

PUBLIC COMMENT ON ITEM VI.A.1.

Motion/Second: McIntire/George, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO BOB JOBE ROAD FROM M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Budget Ordinance to Transfer Funds for the Landfill New Cell Construction Project (AF: 161-2015) (Michael Thompson).

Motion/Second: Segelhorst/McIntire, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND AND THE SOLID WASTE PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE LANDFILL PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

~~**2. Amend Various Code Sections Pertaining to Code Enforcement Officers (AF: 169-2015) (Curtis Montgomery).**~~

This item was pulled from the agenda.

3. Amend the School Budget to Buy 2,300 Laptops for Dobyns-Bennett (AF: 167-2015) (David Frye).

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE TO AMEND THE FY 2015-16 GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Amend the FY15 Operating Budgets and Various Projects (AF: 164-2015) (Jeff Fleming).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 16, 2015**

Motion/Second: McIntire/Hall, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, MPO PROJECT FUND AND THE SEWER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Adopt the FY15-16 Budget (AF: 122-2015) (Judy Smith, Jeff Fleming).

Motion/Second: McIntire/Clark, to pass:

ORDINANCE NO. 6486, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Adopt the FY15-16 Water Fund Budget (AF: 123-2015).

Motion/Second: Parham/McIntire, to pass:

ORDINANCE NO. 6487, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Adopt the FY15-16 Sewer Fund Budget (AF: 124-2015) (Ryan McReynolds)

Motion/Second: McIntire/Clark, to pass:

ORDINANCE NO. 6488, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Materials Agreement with Danny Karst Related to Edinburgh Phase VII Development and an Ordinance to Appropriate the Funds (AF: 145-2015) (Ryan McReynolds)

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 16, 2015**

Motion/Second: Hall/McIntire, to pass:

ORDINANCE NO. 6489, AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY DECREASING FUNDS TRANSFERRED TO THE EDINBURGH PHASE VII MATERIALS AGREEMENT PROJECTS (WA1587 AND SW1587); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

5. Materials Agreement with Christ Fellowship Church Related to a Proposed Residential Development and an Ordinance to Appropriate the Funds
(AF: 146-2015) (Ryan McReynolds)

Motion/Second: Parham/Clark, to pass:

ORDINANCE NO. 6490, AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY DECREASING FUNDS TRANSFERRED TO THE CHRIST FELLOWSHIP CHURCH MATERIALS AGREEMENT PROJECTS (WA1588 AND SW1588); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

6. Provide for the FY16 Emergency Solutions Grant Budget
(AF: 131-2015) (Lynn Tully)

Motion/Second: Hall/George, to pass:

ORDINANCE NO. 6491, AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT EMERGENCY SOLUTIONS GRANT FUNDS 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, George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

7. Adopt the FY15-16 Metropolitan Planning Project Grant Budget
(AF: 125-2015) (Bill Albright)

Motion/Second: McIntire/Parham, to pass:

ORDINANCE NO. 6492, AN ORDINANCE TO APPROPRIATE METROPOLITAN TRANSPORTATION PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

8. Adopt the FY15-16 Urban Mass Transit Budget (AF: 126-2015)
(Chris McCartt)

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 16, 2015**

Motion/Second: George/Clark, to pass:

ORDINANCE NO. 6493, AN ORDINANCE TO APPROPRIATE URBAN MASS TRANSIT GRANT PROJECT FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

9. Adopt the FY15-16 School Public Law 93-380 Grant Project Fund Budget (AF: 127-2015) (Jeff Fleming, David Frye)

Motion/Second: Hall/McIntire, to pass:

ORDINANCE NO. 6494, AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

10. Adopt the FY15-16 Special Schools Projects Grant Fund Budget (AF: 128-2015) (Jeff Fleming, David Frye)

Motion/Second: McIntire/Segelhorst, to pass:

ORDINANCE NO. 6495, AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145 FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

11. Provide for the FY16 Community Development Block Grant Budget (AF: 130-2015) (Lynn Tully)

Motion/Second: McIntire/Parham, to pass:

ORDINANCE NO. 6496, AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS 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, George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

12. Amend the FY15 Operating Budgets and Various Projects (AF: 129-2015) (Jeff Fleming)

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 16, 2015**

Motion/Second: McIntire/Hall, to pass:

ORDINANCE NO. 6497, AN ORDINANCE TO AMEND THE GENERAL PROJECT, GENERAL PROJECT SPECIAL REVENUE, AND AQUATIC CENTER BUDGETS BY TRANSFERRING FUNDS TO VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Consider Christmas Eve as an Official City Holiday for Employees (AF: 155-2015) (George DeCroes).

Motion/Second: Segelhorst/McIntire, to pass:

Resolution No. 2015-202, A RESOLUTION AMENDING THE HOLIDAY LEAVE POLICY FOR CITY EMPLOYEES

Passed: All present voting "aye."

2. Purchase Equipment for 1-Hour Lunch at Dobyns-Bennett (AF: 162-2015) (David Frye)

Motion/Second: Segelhorst/Parham, to pass:

Resolution No. 2015-203, A RESOLUTION AWARDED THE BID FOR PURCHASE OF VARIOUS KITCHEN EQUIPMENT ITEMS FOR USE BY KINGSFORT SCHOOL NUTRITION SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

3. Purchase Textbook Replacements for Kingsport City Schools (AF: 163-2015) (David Frye).

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2015-204, A RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT TEXTBOOKS BY THE KINGSFORT CITY SCHOOL SYSTEM AND AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

4. Award Bid for \$1.19 Million for 2015 Contracted Paving (AF: 165-2015) (Michael Thompson).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 16, 2015**

Motion/Second: Parham/Segelhorst, to pass:

Resolution No. 2015-205, A RESOLUTION AWARDDING THE BID FOR THE 2015 CONTRACTED PAVING PROJECT TO W-L CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

5. Approve Lease with Eastman Chemical Company for Radio Tower Site in Bays Mountain Park (AF: 159-2015) (Mike Billingsley).

Motion/Second: McIntire/Clark, to pass:

Resolution No. 2015-206, A RESOLUTION AUTHORIZING A LEASE WITH EASTMAN CHEMICAL COMPANY, AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE LEASE OR THE PURPOSE OF THIS RESOLUTION; AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE LEASE; FINDING THAT THE LEASE IS FOR PUBLIC PURPOSE AND WILL PROMOTE THE HEALTH, COMFORT AND PROSPERITY OF THE CITIZENS; AND TO FIX THE EFFECTIVE DATE OF THE RESOLUTION

Passed: All present voting "aye."

6. Approve Application and Contract with VDOT for Transit Planning (AF: 158-2015) (Bill Albright).

Motion/Second: McIntire/George, to pass:

Resolution No. 2015-207, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ELECTRONIC APPLICATION AND CONTRACT BETWEEN THE CITY OF KINGSFORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2016; AUTHORIZING THE MAYOR TO EXECUTE THE FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES, AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

Passed: All present voting "aye."

7. Accept Donation of Roundhouse, Gift Shop and Carousel from Engage Kingsport (AF: 170-2015) (Morris Baker).

Motion/Second: Segelhorst/McIntire, to pass:

Resolution No. 2015-208, A RESOLUTION ACCEPTING A DONATION OF THE ROUNDHOUSE, GIFT SHOP AND CAROUSEL FROM ENGAGE KINGSFORT, INC

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 16, 2015**

**8. Award Bid to Vic Davis Construction, Inc. for Riverbend Road
“B” (AF: 171-2015) (Michael Thompson).**

Motion/Second: McIntire/Segelhorst, to pass:

Resolution No. 2015-209, A RESOLUTION AWARDING THE BID FOR THE RIVERBEND ROAD “B” TO VIC DAVIS CONSTRUCTION, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**9. Approve Lynn View Community Center In-Kind Donation from
Curves Inc. (AF: 88-2015) (Morris Baker).**

Motion/Second: George/Parham, to pass:

Resolution No. 2015-210, A RESOLUTION ACCEPTING A DONATION OF EXERCISE EQUIPMENT FROM CURVES, INC. TO THE LYNN VIEW COMMUNITY CENTER

Passed: All present voting “aye.”

E. APPOINTMENTS/REAPPOINTMENTS. None.

VII. CONSENT AGENDA.

Motion/Second: McIntire/Segelhorst, to adopt:

**1. Approval of Easements and Rights-of-Way for Emory Church
Sewer Project (AF: 166-2015) (Michael Thompson).**

Approve:

EASEMENTS AND RIGHTS-OF-WAY FOR EMORY CHURCH SEWER PROJECT

Passed on second reading in a roll call vote: Clark, George, McIntire, Parham, Segelhorst and Phillips voting “aye.” Alderman Hall recused himself from voting.

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. Fleming invited the public to a reception for Mayor Phillips Thursday at Meadowview. He also made parting remarks to Alderman Segelhorst and Alderman Hall.

B. MAYOR AND BOARD MEMBERS. Aldermen George, Alderman Clark and Vice-Mayor McIntire all thanked Alderman Segelhorst and Alderman Hall for their service on the BMA. Alderman George also commented on the carousel project. Alderman Clark remarked on a proclamation for Men’s Health month issued by Mayor Phillips. Alderman Hall pointed out the number of hours the

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 16, 2015**

mayor puts in and thanked the board for the opportunity to serve, noting it was a privilege and an honor. Alderman Segelhorst thanked Engage Kingsport and all of the volunteers for their work on the Carousel. He reminded everyone Funfest starts on July 10th and to be ready. Mr. Segelhorst also thanked the citizens, board members and staff and encouraged the incoming aldermen to do the right thing and make a difference. Mayor Phillips commented the board was like a family and gave a brief history on how he ended up in Kingsport. He challenged the local young people that they can get ahead as there is more opportunity today. Mr. Phillips also thanked his family and friends.

C. VISITORS. Ms. Mary McNabb made comments.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:30 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

Amend Zoning of the 124 Bloomingdale Pike Property, a Portion of the Existing Bloomingdale Terrace Apartment Development

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

Action Form No.: AF-173-2015
 Work Session: July 6, 2015
 First Reading: July 7, 2015

Final Adoption: July 21, 2015
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing.
- Approve ordinance amending the zoning ordinance to rezone a portion of parcel 1 from B-3, Highway Oriented Business District to R-3, Low Density Apartment District.

Executive Summary:

This is an owner-requested rezoning of approximately 2 acres/ a portion of one parcel located off Bloomingdale Pike from B-3 to R-3. The purpose of the rezoning request is to add 24 new apartment dwelling units to the existing Bloomingdale Terrace apartment development. As of June 22, 2015, the Planning Department has received one comment about the rezoning from an adjacent property owner located at 117 Woodmont Ave. The adjacent property owner is in favor of the rezoning request. During their June 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 June 22, 2015.

Attachments:

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

	Y	N	O
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 July 7, 2015 to consider the rezoning for a portion of parcel 1 of tax map 46B located along Bloomingdale Pike from B-3 District to R-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 eastern corner of parcel 1, Tax Map 46B; thence in a northwesterly direction, approximately 318 feet to a point, said point lying on the border of parcel 1; thence in a southwesterly direction, approximately 336 feet to a point; thence in a southeasterly direction, approximately 217 feet to a point, said point being a southern corner of parcel 1 in common with the northern right-of-way of Bloomingdale Pike; thence in an easterly direction, following the northern right-of-way of Bloomingdale Pike, approximately 404 feet to the point of BEGINNING, and being a portion of parcel 1, Tax Map 46B as shown on the May 2011 Sullivan County Tax Maps.

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

CITY OF KINGSFORT
Angie Marshall, Deputy City Clerk
PIT: 6/22/15

ORDINANCE NO. _____

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

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

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

BEGINNING at a point, said point being the eastern corner of parcel 1, Tax Map 46B; thence in a northwesterly direction, approximately 318 feet to a point, said point lying on the border of parcel 1; thence in a southwesterly direction, approximately 336 feet to a point; thence in a southeasterly direction, approximately 217 feet to a point, said point being a southern corner of parcel 1 in common with the northern right-of-way of Bloomingdale Pike; thence in an easterly direction, following the northern right-of-way of Bloomingdale Pike, approximately 404 feet to the point of BEGINNING, and being a portion of parcel 1, Tax Map 46B as shown on the May 2011 Sullivan County Tax Maps.

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

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

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 _____

Kingsport Regional Planning Commission
Rezoning Report

File Number 15-101-00002

Bloomingdale Terrace Rezoning

Property Information			
Address	124 Bloomingdale Pike, Kingsport, TN 37660		
Tax Map, Group, Parcel	Map 46B, A, a portion of parcel 1		
Civil District	11		
Overlay District	n/a		
Land Use Designation	Multi-Family		
Acres	2 acres +/-		
Existing Use	apartment office, pool, cemetery, and vacant land	Existing Zoning	B-3
Proposed Use	Same as above with 24 multi-family dwelling units added	Proposed Zoning	R-3
Owner /Applicant Information			
Name: Mark Corcoran Address: 124 Bloomingdale Pike City: Kingsport State: TN Zip Code: 37660 Email: poplarridge@gmail.com Phone Number: (646) 763-2000		Intent: To rezone from B-3 (Highway Oriented Business) to R-3 (Low Density Apartment) to accommodate the addition of 24 apartment dwelling units to the existing apartment complex.	
Planning Department Recommendation			
The Kingsport Planning Division recommends approval for the following reasons: <ul style="list-style-type: none"> • The Future Land Use Plan recommends multi-family use of the property. • The proposed dwelling unit density is appropriate for an R-3 district proposal and consistent with the existing portion of the Bloomingdale Terrace Apartments which is currently zoned R-3. 			
Staff Field Notes and General Comments:			
<ul style="list-style-type: none"> • The rezoning area is elevated above the abutting Bloomingdale Pike. An early 20th century graveyard exists between the proposed apartment buildings and adjacent commercial land use to the east of the site. • Ingress/egress to the rezoning site will be from the existing apartment entrance off Bloomingdale Pike. This feature of the rezoning site makes a multi-family rezoning more appropriate for the site than the existing commercial designation. • The proposed development site is already served with both City water and sanitary sewer. • As of June 5, 2015, the planning department has received one comment about the rezoning from an adjacent property owner at 117 Woodmont Avenue. The property owner is in support of the proposed R-3 rezoning request. 			
Planner:	Ken Weems	Date:	June 1, 2015
Planning Commission Action		Meeting Date:	June 18, 2015
Approval:			
Denial:		Reason for Denial:	

Kingsport Regional Planning Commission

Rezoning Report

File Number 15-101-00002

Deferred:

Reason for Deferral:

PROPERTY INFORMATION

ADDRESS	124 Bloomingdale Pike, Kingsport, TN 37660
DISTRICT	11
OVERLAY DISTRICT	n/a
EXISTING ZONING	B-3 (Highway Oriented Business District)
PROPOSED ZONING	R-3 (Low Density Apartment District)
ACRES	2 +/-
EXISTING USE	apartment office, pool, and cemetery
PROPOSED USE	addition of 24 apartment dwelling units

PETITIONER

ADDRESS 124 Bloomingdale Pike, Kingsport, TN 37660

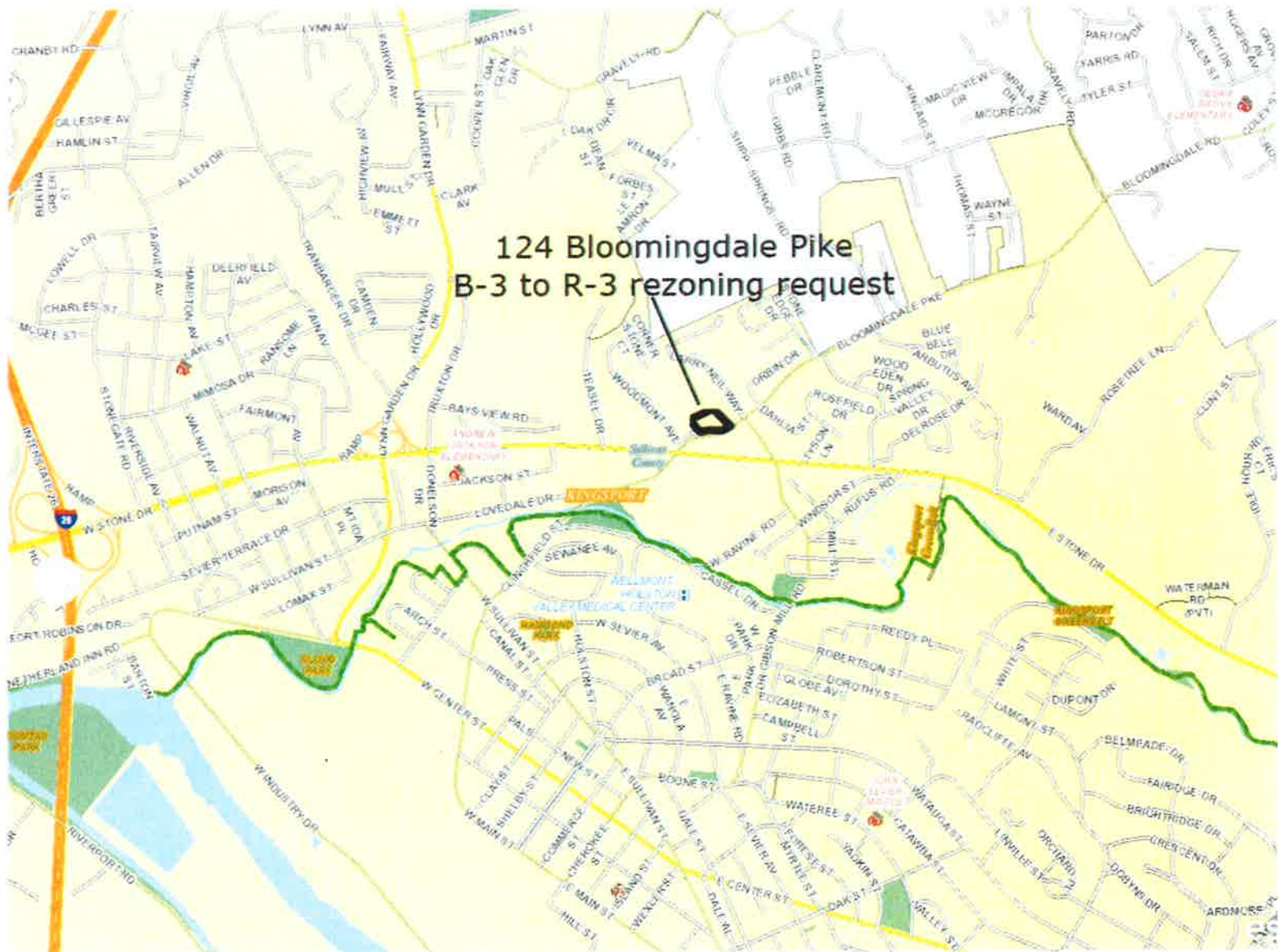
REPRESENTATIVE

PHONE (646) 763-2000

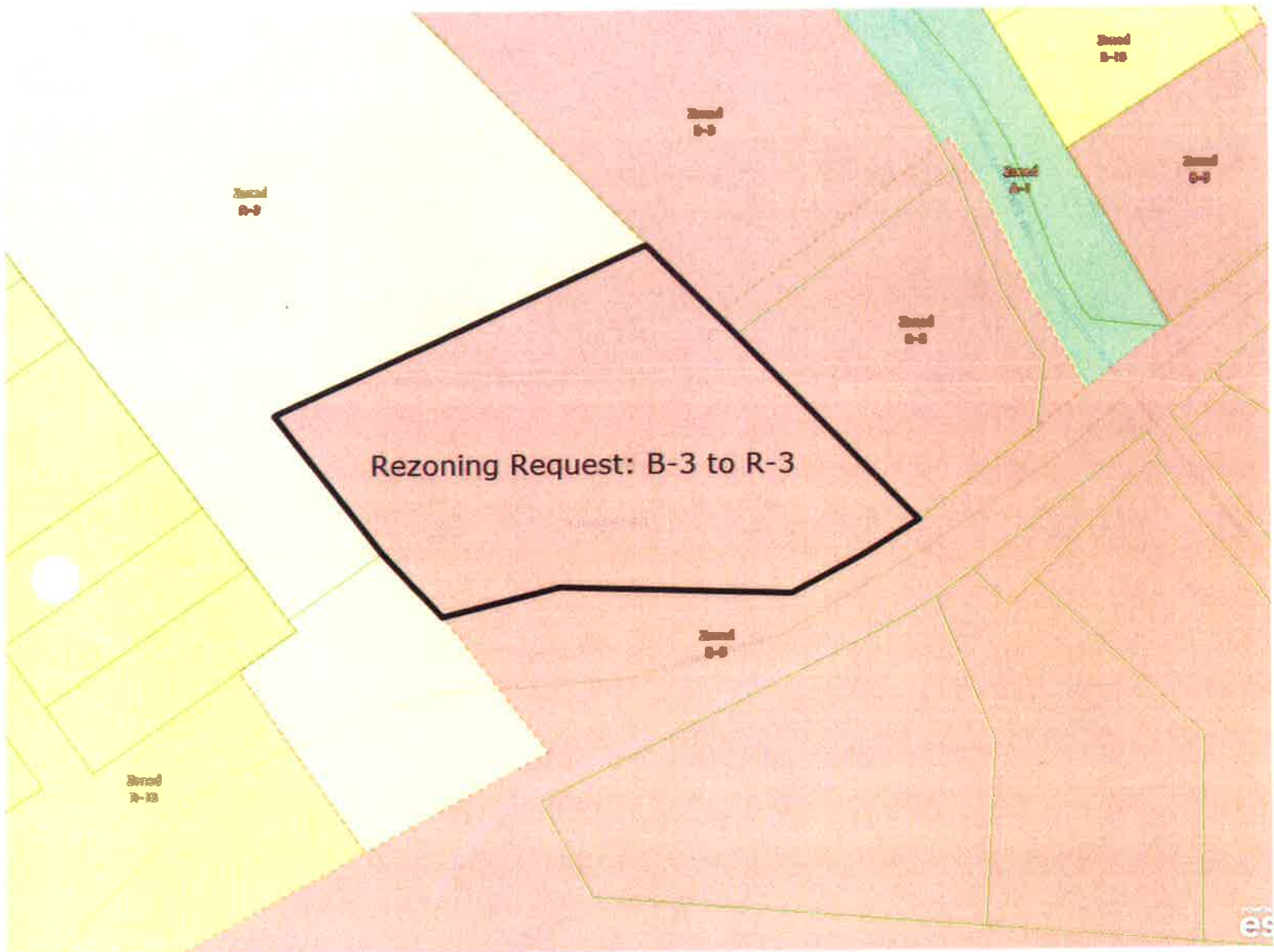
INTENT

To rezone from B-3 to R-3 to accommodate 24 apartment dwelling units.

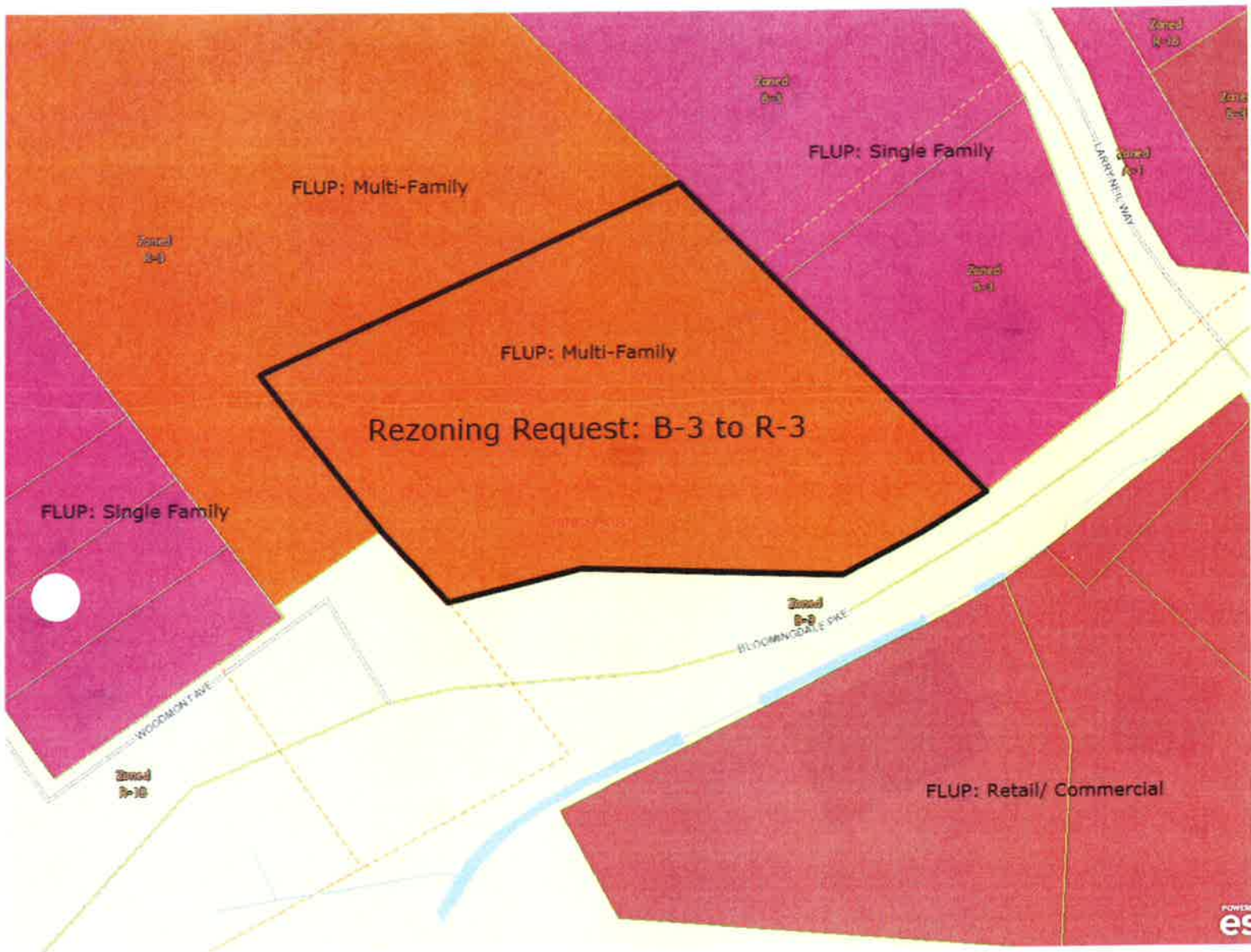
Vicinity Map



Surrounding Zoning Map



Future Land Use Plan 2030



Aerial



West View (toward existing pool and office)



South View (toward Bloomingdale Pike)



North View (toward existing on-site apartments)



East View



Kingsport Regional Planning Commission

Rezoning Report

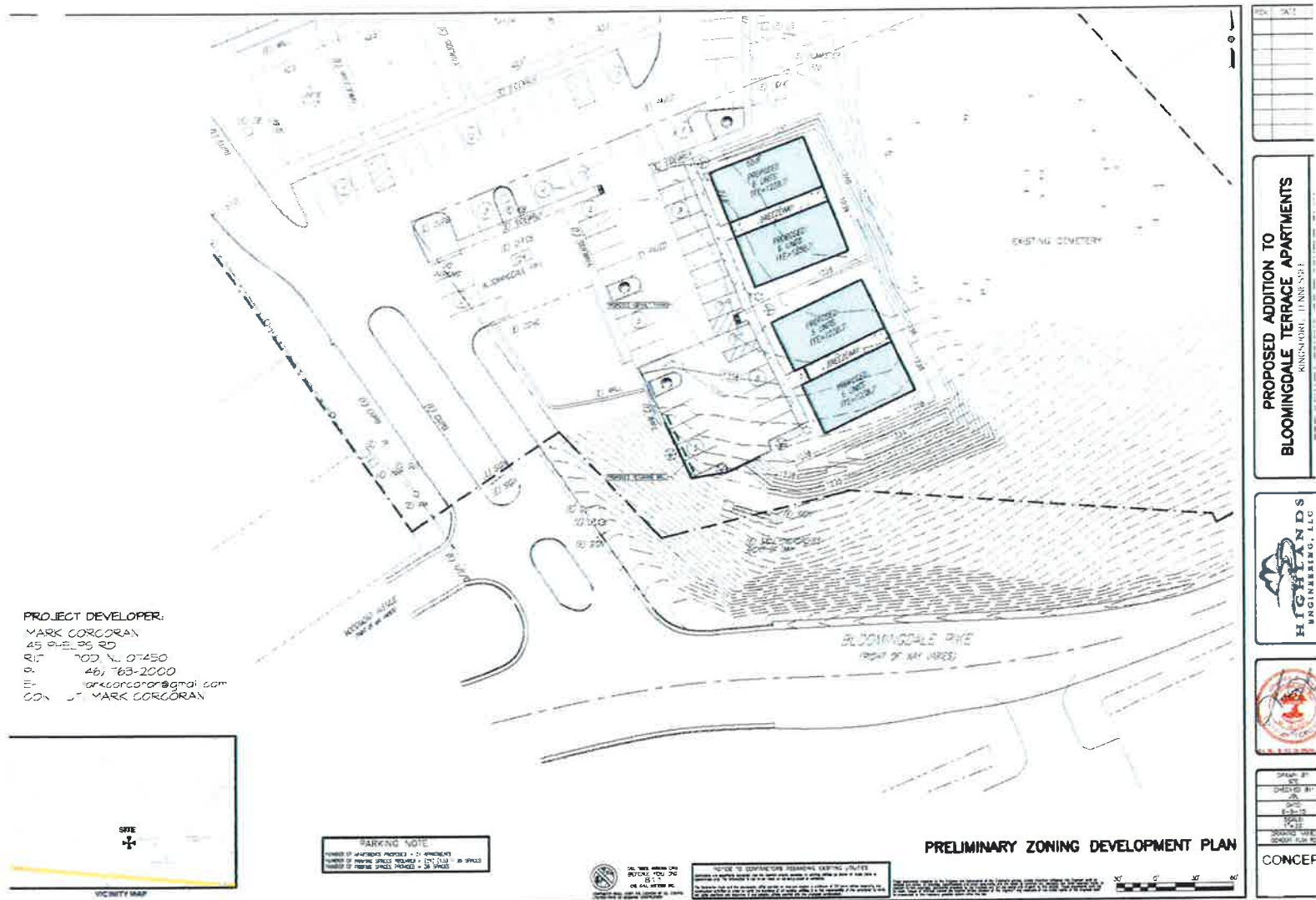
File Number 15-101-00002

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City R-3</u> Use: Existing Bloomingdale Terrace Apartments	n/a
Further North and Northwest	2	<u>Zone: City R-3</u> Use: Existing Bloomingdale Terrace Apartments	
East	3	<u>Zone: City B-3</u> Use: Future site of new Watauga Orthopedics Office	Rezoned in early 2015 as part of the Larry Neil Way Rezoning from R-3 and A-1 to B-3
Further East	4	<u>Zone: City B-3</u> Use: strip commercial development containing Intimate Treasures and a hair salon	n/a
Southeast and South	5	<u>Zone: City B-3</u> Use: Shell gas station with a Dunkin Donuts store	n/a
Further South	6	<u>Zone: City B-3</u> Use: CVS Pharmacy	n/a
West	7	<u>Zone: City R-1B</u> Use: Single Family homes along Woodmont Avenue	n/a

EXISTING USES LOCATION MAP



Site Plan



Based on the applicant's site plan submitted to the Planning Department on June 8, 2015, Staff offers the following considerations:

DEVELOPMENT STANDARDS – R-3

District minimum requirements:

- Maximum density is 15 dwelling units per acre
- Parking required: 1.5 spaces per unit

The ZDP indicates compliance with the development standards in an R-3 District.

Property Features

The rezoning site lies between the existing Bloomingdale Terrace Apartments to the north and Bloomingdale Pike to the south. On the west side of the proposed apartment buildings is the existing apartment office and swimming pool. To the east of the proposed apartment buildings is an existing early 20th century cemetery. The development site will have little visual impact to the passing motorist on Bloomingdale Pike due to the approximate 30' rise in slope between the development site and the section of Bloomingdale Pike the parcel fronts.

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 commercial development that will be suitable in regards to abutting zones. Both the Future Land Use Plan and on-site conditions signify the rezoning area appropriate for multi-family zone and use.
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 proposed apartment units will be a continuation of the existing apartment use currently located on the same parcel.
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.
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?** The proposal will not cause a burdensome use of existing streets, transportation facilities, or schools.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?**

Proposed use: The use of the rezoning site as an additional 24 apartment units is compliant with the Future Land Use Plan

The Future Land Use Plan Map recommends Multi-family 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.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposal will be an extension from the existing R-3 zone to the north.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are somewhat illogically drawn as is. Existing conditions are much more accommodating and appropriate for multi-family use on the property.
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.

CONCLUSION

Staff recommends APPROVAL to rezone from B-3 to R-3. This down-zoning is consistent with both on-site conditions and the Future Land Use Plan identified use.



AGENDA ACTION FORM

Budget Ordinance for Citywide Sanitary Sewer Improvements Project

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

Action Form No.: AF-175-2015
 Work Session: July 6, 2015
 First Reading: July 7, 2015

Final Adoption: July 21, 2015
 Staff Work By: C. Austin, J. Smith
 Presentation By: Ryan McReynolds

Recommendation:

Approve the budget ordinance.

Executive Summary:

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

Bids were opened for this project on June 17, 2015. This project consists of construction of approximately 3,070 LF sanitary sewer infrastructure and 6 fire hydrants on existing waterlines, including appurtenances. The allotted time for construction will be 180 calendar days.

The contract will be awarded to Merkel Brothers Construction as follows:

Base Bid.....	\$463,451.90
Engineering Fees 14%	71,800.00
Contingency 6%	27,900.00
Total Project Cost.....	\$563,151.90

A budget ordinance appropriating funds to SW1600 from SW1401 in the amount of \$519,251.90 and is requested. Funding for the water portion will be from WA1404 – Annexation Fire Hydrants.

Attachments:

1. Budget Ordinance
2. Bid Opening Minutes
3. Map

Funding source appropriate and funds are available: js

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE CITYWIDE SANITARY SEWER PROJECT FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Sewer Project Fund budget be amended by transferring funds from the Miscellaneous Sewer Line Rehab project (SW1401) in the amount of \$519,252 to the Citywide Sanitary Sewer Improvements project (SW1600).

Account Number/Description:

Fund 452: Sewer Fund

Miscellaneous Sewer Line Rehab (SW1401)

Revenues:

452-0000-391-0529 2013B GO Pub Imp. Bonds
452-0000-391-0531 2014 B GO Bond
452-0000-391-4200 From Sewer Fund

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$	\$	\$
796,531	(519,252)	277,279
600,000	0	600,000
256,423	0	256,423
1,652,954	(519,252)	1,133,702

Expenditures:

452-0000-606-2023 Arch/Eng/Landscaping
452-0000-606-9001 Land
452-0000-606-9003 Improvements

Totals:

160,000	0	160,000
60,000	0	60,000
1,432,954	(519,252)	913,702
1,652,954	(519,252)	1,133,702

Fund 452: Sewer Project Fund

Citywide Sewer Improvements (SW1600)

Revenues:

452-0000-391-0529 Series 2013 B GO Pub Imp

Totals:

\$	\$	\$
0	519,252	519,252
0	519,252	519,252

Expenditures:

452-0000-606-2023 Arch/Eng/Landscaping
452-0000-606-9003 Improvements

Totals:

0	66,100	66,100
0	453,152	453,152
0	519,252	519,252

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

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA L. MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

MINUTES
BID OPENING
June 17, 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:

CITY WIDE SANITARY SEWER IMPROVEMENTS	
Vendor:	Total Cost:
Merkel Brothers Construction	\$463,451.90
Summers-Taylor, Inc.	\$777,134.40
Thomas Construction	\$543,843.00
American Environmental	\$509,725.00
King General Contractors	\$577,188.40

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

CITYWIDE SANITARY SEWER EXTENSIONS



AGENDA ACTION FORM

Award of Bid to Thomas Construction, Inc, for Systemwide Water Upgrades – Phase 1

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

Action Form No.: AF-186-2015
 Work Session: July 6, 2015
 First Reading: July 7, 2015

Final Adoption: July 21, 2015
 Staff Work By: P. Gilmer/C. Austin
 Presentation By: R. McReynolds

Recommendation:

Approve Budget Ordinance and Resolution.

Executive Summary:

Bids were opened on June 24, 2015 for the Systemwide Water Upgrades – Phase 1 project. This project consists of construction of approximately 28,000 feet of 8, 6, 4, & 2 inch waterlines, along with hydrants and other appurtenances. The allotted time for construction is 180 calendar days.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Thomas Construction, Inc., in the amount of \$2,148,736.53, as follows:

Base Bid..... \$2,148,736.53

Contingency (6%)..... \$129,000.00


Engineering Fees (14%) \$332,000.00

Total Project Cost..... \$2,609,736.53

Funding has been identified and allocated to various projects in the Water Fund. To more accurately track expenses for individual projects, new project accounts need to be opened for each specific project. This ordinance will reallocate existing funds from WA1401 to WA1601; no new funds are being requested.

Attachments:

1. Budget Ordinance
2. Resolution
3. Bid Opening Minutes
4. Location Map

Funding source appropriate and funds are available: 

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE SYSTEM WATER UPGRADES PHASE I PROJECT FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund budget be amended by transferring funds from the Master Plan Water System Upgrade project (WA1401) in the amount of \$2,609,800 to the Systemwide Water Upgrades Phase I project (WA1601).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 451: Water Fund</u>			
<u>Master Plan Water System Upgrade (WA1401)</u>			
<u>Revenues:</u>	\$	\$	\$
451-0000-391-0529 2013B GO Pub Imp. Bonds	2,110,000	(2,099,623)	10,377
451-0000-391-0531 2014 B GO Bond	1,530,000	(510,177)	1,019,823
451-0000-391-4200 From Water Fund	40,786	0	40,786
<u>Totals:</u>	3,680,786	(2,609,800)	1,070,986
<u>Expenditures:</u>			
451-0000-605-2023 Arch/Eng/Landscaping	116,000	0	116,000
451-0000-605-2097 State Reviews & Permits	5,000	0	5,000
451-0000-605-9001 Land	5,000	0	5,000
451-0000-605-9003 Improvements	3,554,786	(2,609,800)	944,986
<u>Totals:</u>	3,680,786	(2,609,800)	1,070,986
 <u>Fund 451: Water Project Fund</u>			
<u>Systemwide Water Upgrades Phase I (WA1601)</u>			
<u>Revenues:</u>	\$	\$	\$
451-0000-391-0529 Series 2013 B GO Pub Imp	0	2,099,623	2,099,623
451-0000-391-0531 2014 B GO Bond		510,177	510,177
<u>Totals:</u>	0	2,609,800	2,609,800
<u>Expenditures:</u>			
451-0000-605-2023 Arch/Eng/Landscaping	0	332,000	332,000
451-0000-605-9003 Improvements	0	2,277,800	2,277,800
<u>Totals:</u>	0	2,609,800	2,609,800

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

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA L. MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE SYSTEMWIDE WATER UPGRADES-PHASE 1 PROJECT TO THOMAS CONSTRUCTION, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened June 24, 2015 for the Systemwide Water Upgrades-Phase 1 Project; and

WHEREAS, upon review of the bids, the board finds Thomas Construction, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the improvements to the systemwide water upgrade project including construction of approximately 28,000 feet of 8, 6, 4, and 2 inch waterlines, along with hydrants and other appurtenances from Thomas Construction, Inc. at an estimated construction cost of \$2,148,736.53; and

WHEREAS, funding is available in various projects in the water fund;

Now therefore,

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

SECTION I. That the bid for the Systemwide Water Upgrades- Phase 1 Project, consisting of consists of construction of approximately 28,000 feet of 8, 6, 4, and 2 inch waterlines, along with hydrants and other appurtenances at an estimated cost of \$2,148,736.53 is awarded to Thomas Construction, Inc. and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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 7th day of July, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
June 24, 2015
4:00 P.M.

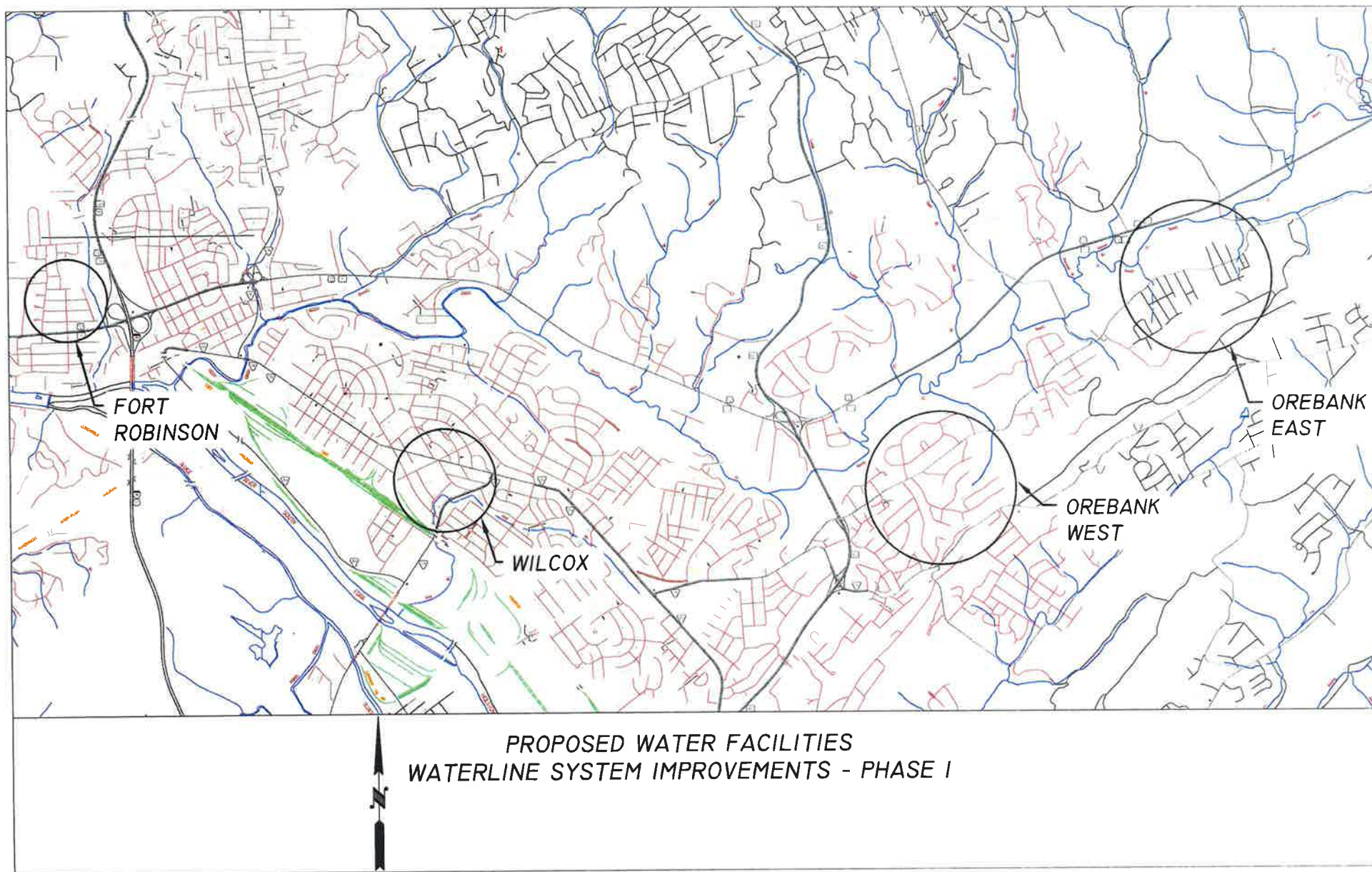
Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; and
Lisa Tallman, Assistant Procurement Manager, Schools

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

The Procurement Manager opened with the following bids:

WATERLINE SYSTEM IMPROVEMENTS – PHASE 1		
Vendor:	Total Cost:	Comments:
Merkel Brothers Construction	\$2,950,744.00	Corrections made and initialed.
American Environmental	\$2,582,484.00	N/A
Thomas Construction	\$2,148,736.53	N/A

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





AGENDA ACTION FORM

Approve Lynn View Community Center Appropriation for Block Party

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

Action Form No.: AF-191-2015
 Work Session: July 6, 2015
 First Reading: July 7, 2015

Final Adoption: July 21, 2015
 Staff Work By: Morris Baker, Kitty Frazier,
 Kenny Lawson Jr.
 Presentation By: Morris Baker

Recommendation:

Approve the Ordinance.

Executive Summary:

Lynn View Community Center has received donations from individuals and businesses of the Lynn Garden area in the amount of \$1,394 to provide a free block party for the community. This ordinance will appropriate the additional funds to the project.

The community had previously donated \$1,000 for this project making the total project \$2,394. The money helps provide food, drinks, music, fun and games for the community.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATIONS RECEIVED FOR THE FUNFEST BLOCK PARTY 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 by appropriating funds received through donations from the Lynn Garden community in the amount of \$1,394 for the Funfest block party.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 111: General Project-Special Revenue Fund</u>			
<u>Lynn View CM Center Funfest (NC1205)</u>			
<u>Revenues:</u>	\$	\$	\$
111-0000-364-2000 From Corporations	1,000	1,320	2,320
111-0000-364-3000 From Non-Profits	0	74	74
<i>Totals:</i>	1,000	1,394	2,394
<u>Expenditures:</u>	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	1000	1,394	2,394
<i>Totals:</i>	1000	1,394	2,394

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

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Amend Zoning of the 376 Bob Jobe Road Property, Located off Interstate 26, Exit 13

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

Action Form No.: AF-132-2015
 Work Session: June 15, 2016
 First Reading: June 16, 2015

Final Adoption: July 7, 2015
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

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

Executive Summary:

This is an owner-requested rezoning of approximately 8.4 acres/ a portion of one parcel located off Bob Jobe Road from M-1R to B-3. The purpose of the rezoning request is to allow medical office use on the property. The existing church use of the property will continue, with both church and medical office uses collocating in the existing church building. As of June 1, 2015, the Planning Department has received three calls about the rezoning from adjacent property owners (one opposed and two in favor of the rezoning). The adjacent property owner that opposes the rezoning did not state a specific reason as to why he is opposed to the rezoning effort. No public comment was received during the Planning Commission meeting concerning the item. During their May 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 June 1, 2015.

Attachments:

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

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



AGENDA ACTION FORM

Amend Zoning of the 376 Bob Jobe Road Property, Located off Interstate 26, Exit 13

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

Action Form No.: AF-132-2015
 Work Session: June 15, 2016
 First Reading: June 16, 2015

Final Adoption: July 7, 2015
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

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Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on June 16, 2015 to consider the rezoning for a portion of a portion of parcel 39 of tax maps 120I and 120P located along Bob Jobe Road 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 northern corner of parcel 39 in common with the right-of-way of Bob Jobe Road, Tax Map 120I; thence in a southeasterly direction, approximately 150 feet to a point, said point being in common with the boundary of parcel 38; thence in a southwesterly direction, approximately 117 feet to a point, said point being in common with the boundary of parcel 38; thence in a southeasterly direction, approximately 350 feet to a point, said point being the southern corner of parcel 38; thence in a northeasterly direction, approximately 507 feet to a point, said point being the eastern corner of parcel 38; thence in a southeasterly direction, approximately 353 feet to a point, said point being the eastern corner of parcel 39; thence in a southwesterly direction, approximately 480 feet to a point, said point lying on the boundary of parcel 39 in common with the Sullivan County and Washington County border; thence in a southwesterly direction, following the Sullivan County and Washington County border, approximately 326 feet to a point, said point lying on the border of parcel 39; thence in a northwesterly direction, approximately 361 feet to a point, said point being the western corner of parcel 39 in common with the right-of-way of Bob Jobe Road; thence in a northerly direction, following the right-of-way of Bob Jobe Road, approximately 453 feet to the point of BEGINNING, and being a portion of parcel 39, Tax Maps 120I and 120P as shown on the April 2010 Sullivan County Tax Maps.

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

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
PIT: 6/1/15

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO BOB JOBE ROAD FROM M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property adjacent to Bob Jobe Road from M-1R, Light Manufacturing Restricted District to B-3, Highway Oriented Business District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northern corner of parcel 39 in common with the right-of-way of Bob Jobe Road, Tax Map 120I; thence in a southeasterly direction, approximately 150 feet to a point, said point being in common with the boundary of parcel 38; thence in a southwesterly direction, approximately 117 feet to a point, said point being in common with the boundary of parcel 38; thence in a southeasterly direction, approximately 350 feet to a point, said point being the southern corner of parcel 38; thence in a northeasterly direction, approximately 507 feet to a point, said point being the eastern corner of parcel 38; thence in a southeasterly direction, approximately 353 feet to a point, said point being the eastern corner of parcel 39; thence in a southwesterly direction, approximately 480 feet to a point, said point lying on the boundary of parcel 39 in common with the Sullivan County and Washington County border; thence in a southwesterly direction, following the Sullivan County and Washington County border, approximately 326 feet to a point, said point lying on the border of parcel 39; thence in a northwesterly direction, approximately 361 feet to a point, said point being the western corner of parcel 39 in common with the right-of-way of Bob Jobe Road; thence in a northerly direction, following the right-of-way of Bob Jobe Road, approximately 453 feet to the point of BEGINNING, and being a portion of parcel 39, Tax Maps 120I and 120P as shown on the April 2010 Sullivan County Tax Maps.

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

SECTION III. That this ordinance shall take effect from and after the date of its passage

and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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

Bob Jobe Road Rezoning

Property Information			
Address		376 Bob Jobe Road, Kingsport, TN 37663	
Tax Map, Group, Parcel		Map 120; The portion of parcel 39 located inside Sullivan County	
Civil District		14	
Overlay District		Gateway	
Land Use Designation		Industrial	
Acres		8.4 acres +/-	
Existing Use	Church	Existing Zoning	M-1R
Proposed Use	Church and Medical Office	Proposed Zoning	B-3
Owner /Applicant Information			
Name: Dr. Rakesh Patel Address: 803 Quail Ridge Ct. City: Elizabethton State: TN Zip Code: 37643 Email: rkmed2000@gmail.com Phone Number: (423) 737-8059		Intent: To rezone from M-1R (Light Industrial Restricted) to B-3 (Highway Oriented Business) to accommodate a medical office use on the property.	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> • The Future Land Use Plan recommends industrial use for the property proposed for rezoning. The location of the rezoning site, however, is appropriate for a B-3 designation. The City's zoning ordinance describes the B-3 district, in part, as "for business activities dependent upon or motivated by access to the community's major highway system..." The rezoning site is located approximately 250' from the exit 13 on-ramp to Interstate 26. • The rezoning site and surrounding areas will likely see an increased request for commercial zoning in the future, especially with future development of the Tri-Cities Crossing Development. The eastern access to Fordtown Road via Eastern Star Road will be accessed from Exit 13 (from Interstate 26), bringing increased traffic and commercial business opportunities for parcels in the vicinity. It is reasonable to expect the area to grow as one of the City's newest commercial districts in the future. • A commercial zoning designation supports the Border Regions district designation of the property. <p>Staff Field Notes and General Comments:</p> <ul style="list-style-type: none"> • The rezoning area was annexed in March of 2012 as part of the Border Regions Area 1 annexation. It is important to note that the land use plan identification of industrial use in the area was approved prior to State of Tennessee designation of the area as an official Border Regions District. This will be a major consideration for future updates of the land use plan as it pertains to the vicinity of the rezoning site and all property containing the Border Regions District designation. • There are currently no changes proposed in the form of additional buildings or changes to the outside of existing buildings. <u>Any proposed exterior changes must receive Gateway Commission approval.</u> • Existing parking for the site can accommodate the proposed medical office use. The use of the building as a church will still exist with the majority of church and medical office use occurring at different times. Additional parking may be required based on any additional uses considered for the site in the future. 			

Kingsport Regional Planning Commission**Rezoning Report****File Number 15-101-00001**

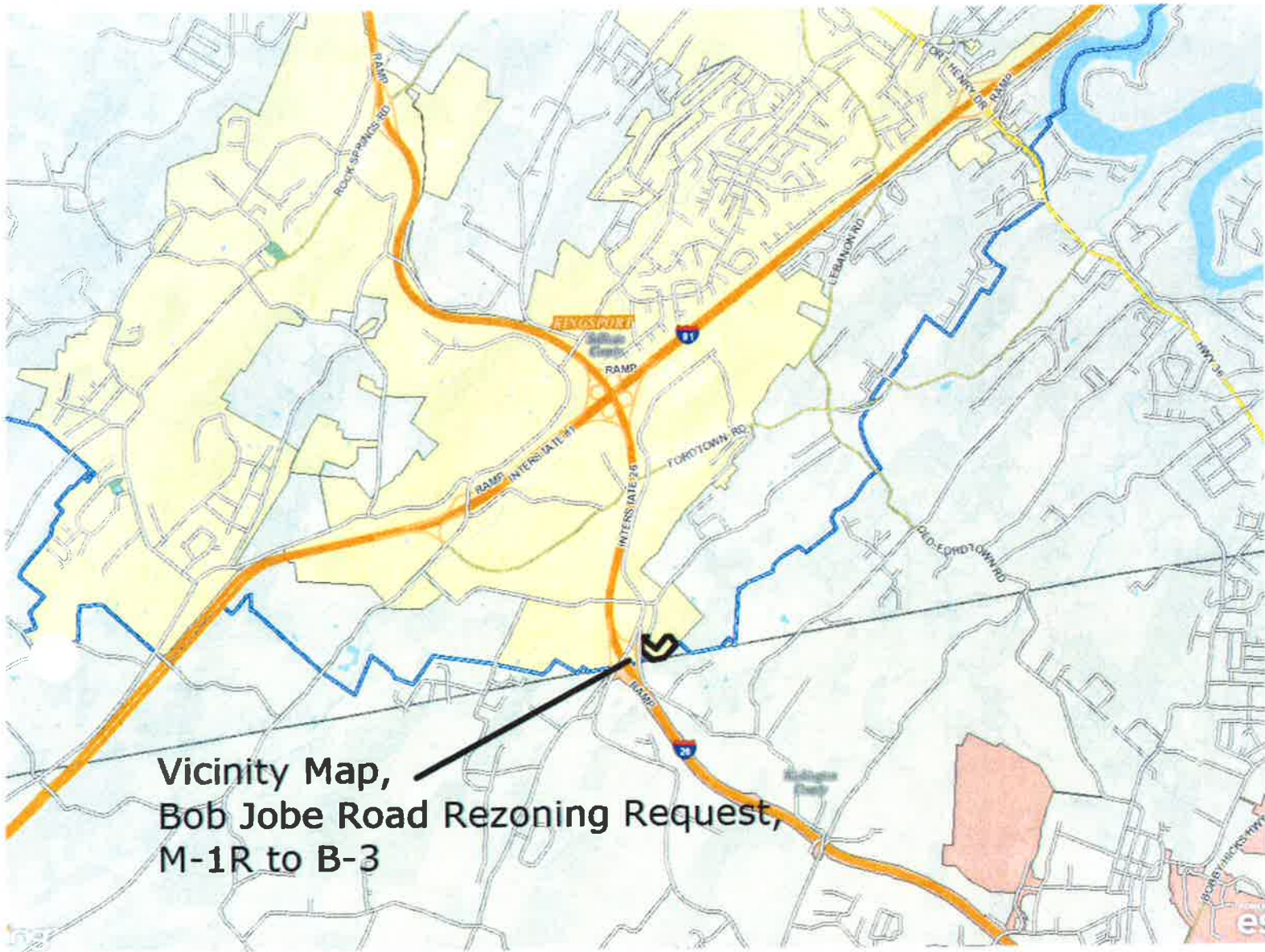
- *The rezoning site is served by Johnson City water. The property is scheduled to receive Kingsport sanitary sewer as part of the Plan of Services for the Border Regions Area 1 annexation with a completion deadline of March 9, 2020.*

Planner:	Ken Weems	Date:	May 6, 2015
Planning Commission Action		Meeting Date:	May 21, 2015
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

ADDRESS	376 Bob Jobe Road, Kingsport, TN 37663
DISTRICT	14
OVERLAY DISTRICT	Gateway
EXISTING ZONING	M-1R (Light Manufacturing Restricted)
PROPOSED ZONING	B-3 (Highway Oriented Business District)
ACRES	8.4 +/-
EXISTING USE	church
PROPOSED USE	church and medical office

PETITIONER**ADDRESS** 803 Quail Ridge Ct., Elizabethton, TN 37643**REPRESENTATIVE****PHONE** (423) 737-8059**INTENT***To rezone from M-1R to B-3 to accommodate a medical office use on the property.*



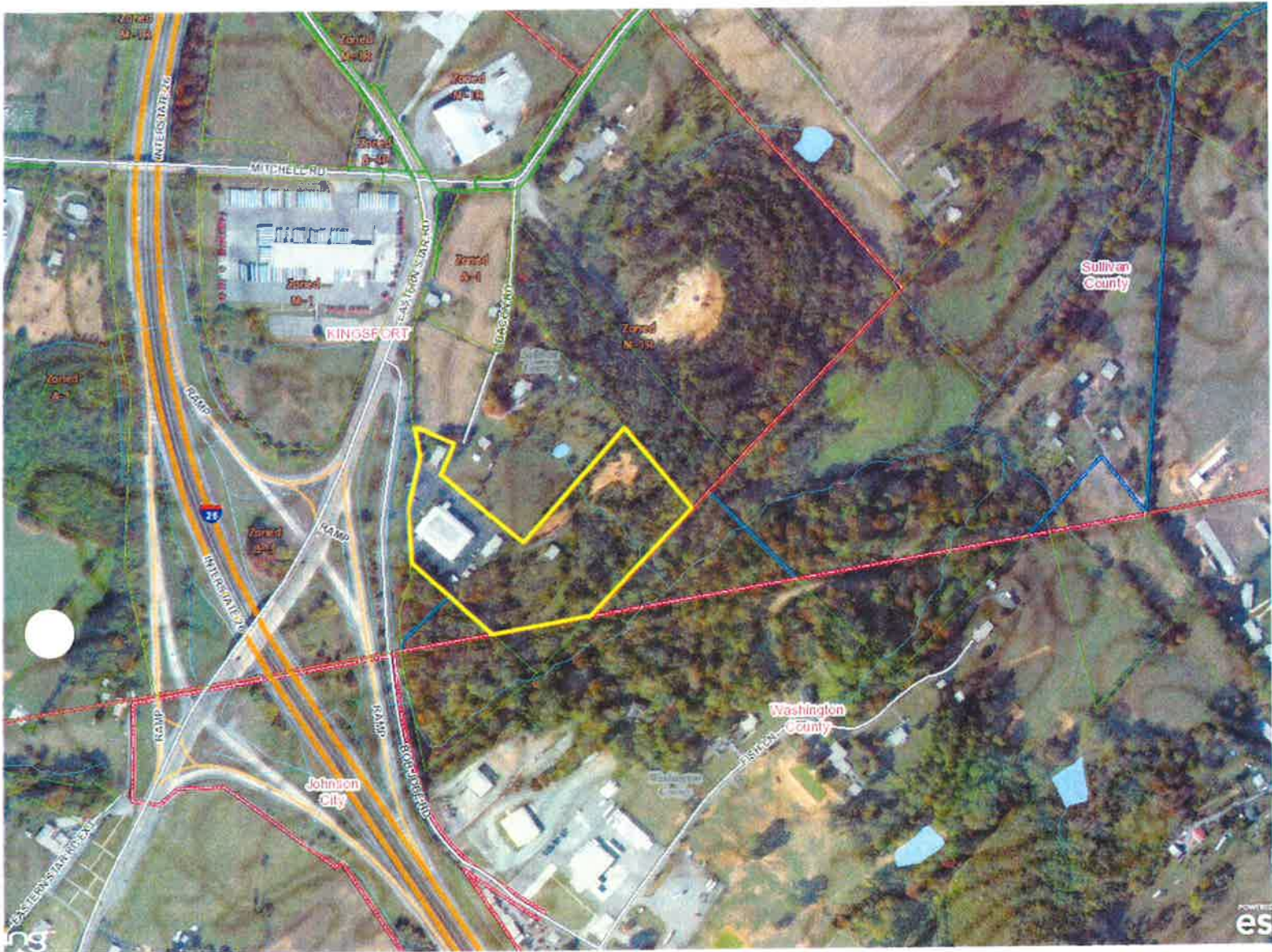
Surrounding Zoning Map



Future Land Use Plan 2030



Aerial



West View



South View (Toward Washington County)



North View (Toward Kingsport with Bays Mountain Range on the horizon)



East View



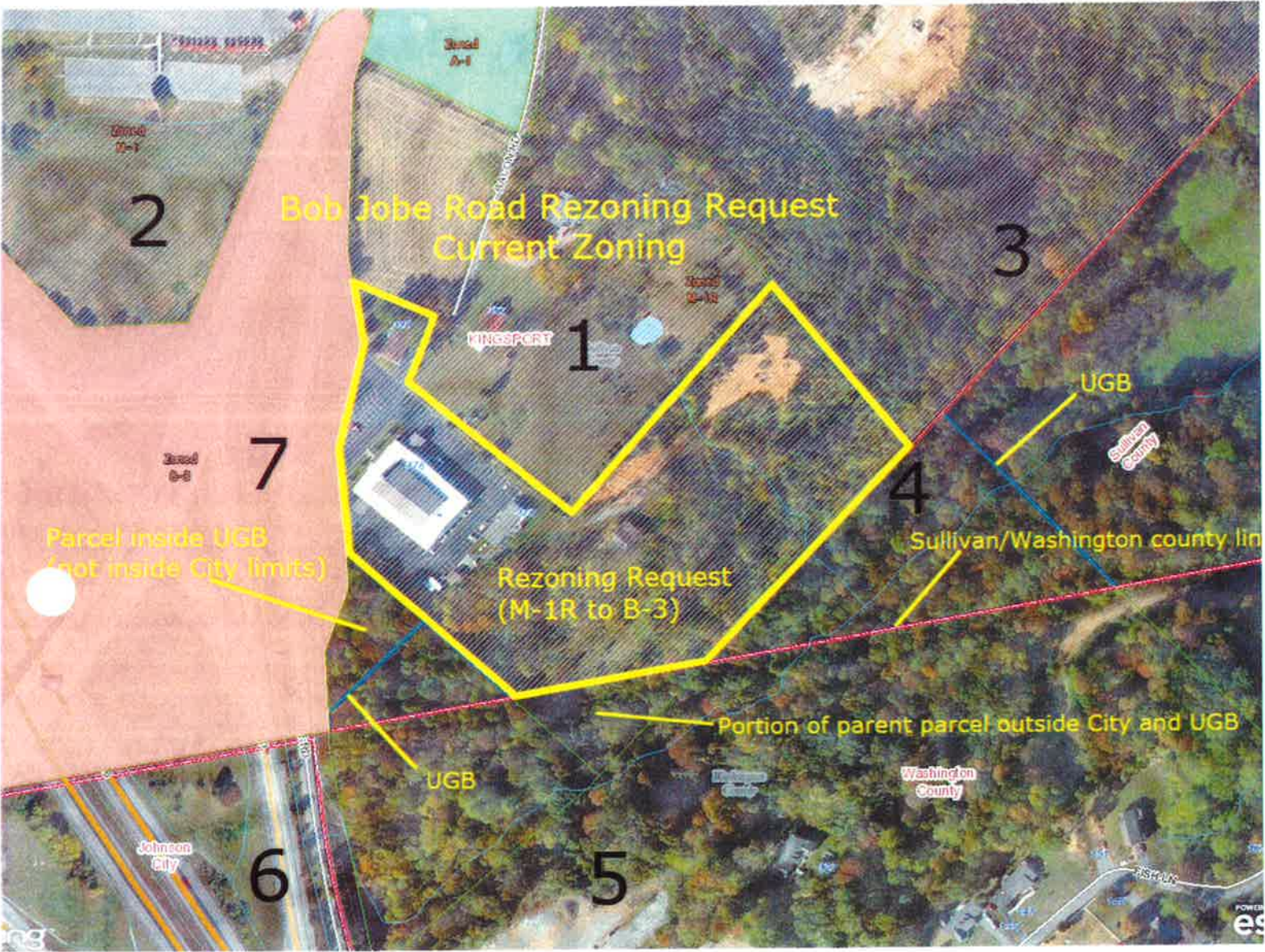
Kingsport Regional Planning Commission

Rezoning Report

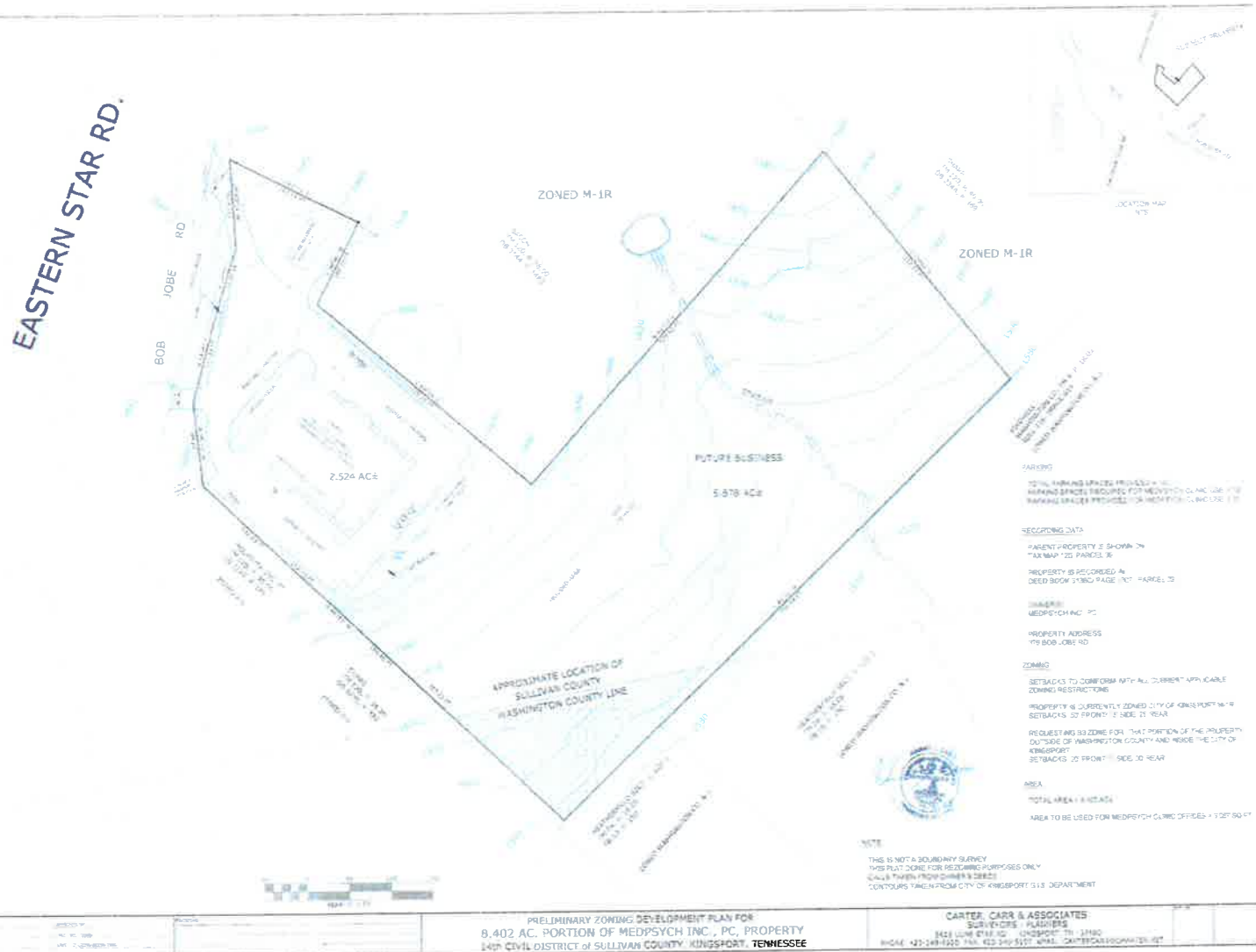
File Number 15-101-00001

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City M-1R</u> Use: Agricultural/Residential use	Property annexed in 2012 as part of the Border Regions Area 1 Annexation
Further North and Northwest	2	<u>Zone: City M-1R</u> Use: Averitt Express truck terminal	
East	3	<u>Zone: City M-1R</u> Use: Agricultural use	Property annexed in 2012 as part of the Border Regions Area 1 Annexation
Further East	4	<u>Zone: Washington County M-1 (Manufacturing) for parent parcel</u> Use: vacant/ majority of parcel resides in Washington County and contains heavy equipment sales	n/a
Southeast and South	5	<u>Zone: Washington County M-1</u> Use: heavy equipment sales	n/a
Further South	6	<u>Zone: Johnson City R-2 (Single Family)</u> Use: I-26 right-of-way	n/a
West	7	<u>Zone: City B-3</u> Use: I-26 and Eastern Star Road right-of-way	n/a

EXISTING USES LOCATION MAP



Site Plan



Based on the applicant's site plan submitted to the Planning Department on April 15, 2015, Staff offers the following considerations:

DEVELOPMENT STANDARDS – B-3

*note that all building conditions already existed at the time of annexation with no proposed changes at this time

District minimum requirements:

- Lot area: 10,000 sq. ft.
- Lot frontage: 50ft
- Front yard: 20 ft.
- Side yard: n/a
- Rear yard: 30 feet
- Lot coverage: 40% maximum
- Parking required for medical office use (based on practitioners and staff): 18.
- Provided parking for cooperative use with existing church: 100

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

Property Features

The rezoning site lies at the southern-most boundary of both the current City limits and UGB. A portion of parcel requested for rezoning lies outside both the City and UGB (this portion not being considered for rezoning as it lies outside the planning region). The topography of the rezoning site inclines from Bob Jobe Road and levels to accommodate the existing church and the trailer behind the church. A residential structure, formerly a parsonage for church use, is located on the left as the property is entered from Bob Jobe Road. The rear of the property (behind the existing buildings) slopes downward towards the Washington County line.

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 commercial development that will be suitable in regards to abutting industrial zones. The extension of the current B-3 zone from the west will also facilitate the Border Regions district that the property resides in.
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 proposed medical use will occur on the west side of the building (between the building and Interstate 26 right-of-way).
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.

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?** The proposal will not cause a burdensome use of existing streets, transportation facilities, or schools.

5. **Whether the proposal is in conformity with the policies and intent of the land use plan?**

Proposed use: The use of the rezoning site as a medial office is not compliant with the future land use plan as an industrial use. The changing conditions of the area, consistent with future expected development of the Tri-Cities Crossing area, and designation as a Border Regions district, makes a commercial downzoning reasonable for the site.

The Future Land Use Plan Map recommends industrial 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.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposal will be an extension from the existing B-3 zone to the west.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are appropriately drawn as is. Existing conditions do support commercial activity in the area.
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.

CONCLUSION

Staff recommends APPROVAL to rezone from M-1R to B-3. This down-zoning is consistent with the potential for increased commercial development in the area as well as maximization of the existing Border Regions district.



AGENDA ACTION FORM

Budget Ordinance to Transfer Funds for the Landfill New Cell Construction Project

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

Action Form No.: AF-161-2015
 Work Session: June 15, 2015
 First Reading: June 16, 2015

Final Adoption: July 7, 2015
 Staff Work By: J. Demming, S. Robbins
 Presentation By: Michael Thompson

Recommendation:

Approve the budget Ordinance.

Executive Summary:

The city's current landfill area (cell) is nearing capacity and will be full in 12-15 months. Preparation for the next cell is necessary prior to closing the existing cell. The construction for the new cell will require 25,000 cubic yards of clay soil to be imported and placed in the bottom and sides of the cell providing an impervious liner preventing groundwater contamination. Due to freezing and wet conditions the clay soil cannot be placed in the winter or early spring. We recommend bidding the project this summer allowing the construction period for the clay soil installation to begin in fall 2015. The estimated lifespan for the new cell is approximately 20 years.

A budget ordinance is requested transferring available funds from various projects supplementing the established funding for the landfill new cell construction project. Once the 2015 bond proceeds are received the various projects will be replenished. The following is provided reflecting the transfer of \$1.5 million to DL1500 consisting of \$1.0 million for this project –

GP1224	Model City Coalition	\$498,716.00
GP1228	Border Regions Rd Improvements	\$200,000.00
GP1403	Local Roads Sidewalks	\$296,471.00
GP1516	Main Street Improvements	\$404,813.00
GP1520	Sidewalk Improvements	\$100,000.00

Attachments:

1. Budget Ordinance
2. Location Map

Funding source appropriate and funds are available:

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



AGENDA ACTION FORM

Budget Ordinance to Transfer Funds for the Landfill New Cell Construction Project

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

Action Form No.: AF-161-2015
 Work Session: June 15, 2015
 First Reading: June 16, 2015

Final Adoption: July 7, 2015
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Attachments:

1. Budget Ordinance
2. Location Map

Funding source appropriate and funds are available:

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND AND THE SOLID WASTE PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE LANDFILL PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budgets be amended by transferring \$495,187 from the Model City Coalition project (GP1224), \$200,000 from the Border Regions project (GP1228), \$300,000 from the Local Road Sidewalks Improvements project (GP1403), \$404,813 from the Main Street Improvements Project (GP1516) and \$100,000 from the Sidewalk Improvements project (GP1520) to the Landfill New Cell Construction project (DL1500). The total amount transferred is \$1,500,000. These projects will be replenished with the 2015 bond proceeds.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 311: General Project Fund</u>			
<u>Model City Coalition (GP1224)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-364-3000 From Non-Profit Groups	10,000	0	10,000
311-0000-368-1041 Series 2012 C GO Pub Imp	196,894	0	196,894
311-0000-368-1047 Series 2014A GO Bonds	458,251	(453,839)	4,412
311-0000-368-2101 Premium From Bond Sale	54,841	(41,348)	13,493
<u>Totals:</u>	719,986	(495,187)	224,799

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	167,780	22,163	189,943
311-0000-601-4041 Bond Sale Exp.	9,986	0	9,986
311-0000-601-9002 Buildings	42,220	(41,010)	1,210
311-0000-601-9003 Improvements	500,000	(477,616)	22,384
311-0000-601-9004 Equipment	0	1,276	1,276
<u>Totals:</u>	719,986	(495,187)	224,799

<u>Fund 311: General Project Fund</u>			
<u>Border Regions (GP1228)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-368-1041 Series 2012C GO Pub Imp	292,234	0	292,234
311-0000-368-1047 Series 2014 A GO Bonds	183,300	(183,300)	0
311-0000-368-2101 Premium From Bond Sale	36,333	(16,700)	19,633
<u>Totals:</u>	511,867	(200,000)	311,867

Expenditures:

311-0000-601-2020 Professional Consultant	\$ 60,258	\$ 0	\$ 60,258
311-0000-601-2023 Arch/Eng/Landscaping	104,066	0	104,066
311-0000-601-4041 Bond Sale Exp.	11,867	0	11,867
311-0000-601-9001 Land	110,000	0	110,000
311-0000-601-9003 Improvements	225,676	(200,000)	25,676
Totals:	511,867	(200,000)	311,867

Fund 311: General Project Fund
Local Roads Sidewalks (GP1403)
Revenues:

311-0000-368-1047 Series 2014 A GO Bonds	\$ 274,951	\$ (274,951)	\$ 0
311-0000-368-2101 Premium From Bond Sale	28,791	(25,049)	3,742
Totals:	303,742	(300,000)	3,742

Expenditures:

311-0000-601-4041 Bond Sale Expense	\$ 3,742	\$ 0	\$ 3,742
311-0000-601-9003 Improvements	300,000	(300,000)	0
Totals:	303,742	(300,000)	3,742

Fund 311: General Project Fund
Main Street Improvements (GP1516)
Revenues:

311-0000-368-1047 Series 2014 A GO Bonds	\$ 458,251	\$ (371,012)	\$ 87,239
311-0000-368-2101 Premium From Bond Sale	47,986	(33,801)	14,185
Totals:	506,237	(404,813)	101,424

Expenditures:

311-0000-601-4041 Bond Sale Expense	\$ 6,237	\$ 0	\$ 6,237
311-0000-601-9003 Improvements	500,000	(404,813)	95,187
Totals:	506,237	(404,813)	101,424

Fund 311: General Project Fund
Sidewalk Improvements (GP1520)
Revenues:

311-0000-364-2000 Contributions/From Corp.	\$ 11,244	\$ 0	\$ 11,244
311-0000-368-1047 Series 2014 A GO Bonds	164,970	(100,000)	64,970
311-0000-368-2101 Premium From Bond Sale	17,275	0	17,275
Totals:	193,489	(100,000)	93,489

Expenditures:

311-0000-601-2023 Arch/Eng/Landscaping	\$ 5,000	\$ 0	\$ 5,000
311-0000-601-4041 Bond Sale Exp.	2,245	0	2,245

311-0000-601-9003 Bond Improvements

Totals:

186,244	(100,000)	86,244
193,489	(100,000)	93,489

Fund 455: Solid Waste Project Fund
Landfill New Cell Construction (DL1500)

Revenues:

455-0000-391-0530 Series 2014 A GO Bonds

Totals:

\$	\$	\$
1,000,000	1,500,000	2,500,000
1,000,000	1,500,000	2,500,000

Expenditures:

455-0000-601-9001 Land

Totals:

\$	\$	\$
1,000,000	1,500,000	2,500,000
1,000,000	1,500,000	2,500,000

Fund 415: Solid Waste Fund

Revenues:

415-0000-392-9925 Series 2014A GO Bonds

Totals:

\$	\$	\$
1,100,000	1,500,000	2,600,000
1,100,000	1,500,000	2,600,000

Expenditures:

415-6999-698-7830 Transfer/2014A GO Bonds

Totals:

\$	\$	\$
1,100,000	1,500,000	2,600,000
1,100,000	1,500,000	2,600,000

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.

ATTEST:

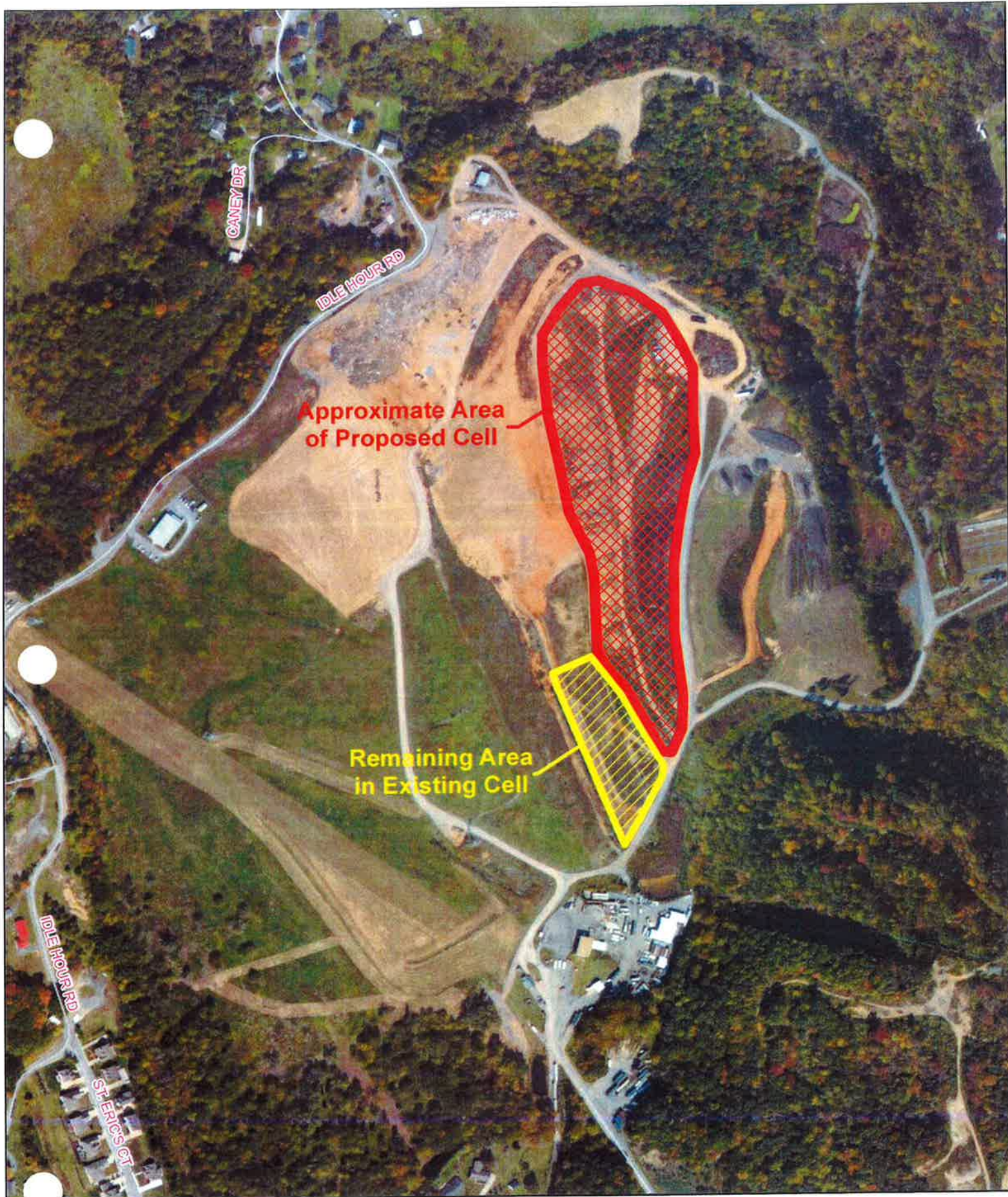
Mayor

JAMES H. DEMMING, City Recorder

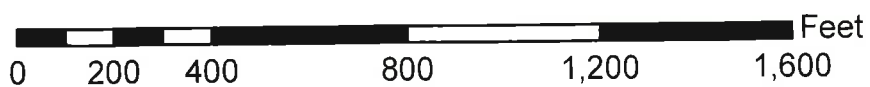
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



2015 Landfill Cell Construction





AGENDA ACTION FORM

Ordinance to Amend the School Budget to Buy 2,300 Laptops for Dobyns-Bennett

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

Action Form No.: AF-167-2015
 Work Session: June 15, 2015
 First Reading: June 16, 2015

Final Adoption: July 7, 2015
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:


Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year budget amendment number one at their meeting on June 4, 2015. The purpose of this amendment is to temporarily provide funding for the purchase of 2,300 laptops for Dobyns-Bennett High School, until the sale of the capital outlay notes is finalized. The resolution that the Board of Mayor and Aldermen approved on June 2, 2015, included a reimbursement provision, which will allow these funds to be replaced with funds from the notes.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number One – FY 2016

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Ordinance to Amend the School Budget to Buy 2,300 Laptops for Dobyns-Bennett

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

Action Form No.: AF-167-2015
 Work Session: June 15, 2015
 First Reading: June 16, 2015

Final Adoption: July 7, 2015
 Staff Work By: David Frye
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Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year budget amendment number one at their meeting on June 4, 2015. The purpose of this amendment is to temporarily provide funding for the purchase of 2,300 laptops for Dobyns-Bennett High School, until the sale of the capital outlay notes is finalized. The resolution that the Board of Mayor and Aldermen approved on June 2, 2015, included a reimbursement provision, which will allow these funds to be replaced with funds from the notes.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number One – FY 2016

Funding source appropriate and funds are available *Jeff Fleming*

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

ORDINANCE NO. ****

AN ORDINANCE TO AMEND THE FY 2015-16 GENERAL
PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number One to increase the estimated revenue for Fund Balance Appropriations by \$1,390,518. The expenditure budget will be changed by increasing the appropriation for Technology Instructional Equipment by \$1,390,518.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 141: School Fund			
<u>Revenues:</u>	\$	\$	\$
141-0000-399-9811 Fund Balance Appropriations	235,000	1,390,518	1,625,518
Totals:	235,000	1,390,518	1,625,518

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Expenditures:</u>	\$	\$	\$
141-7161-711-0722 Technology Inst. Equipment	160,000	1,390,518	1,550,518
Totals:	160,000	1,390,518	1,550,518

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.

Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

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

June 4, 2015

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2015-2016
BUDGET AMENDMENT NUMBER ONE

GENERAL PURPOSE SCHOOL FUND

ITEM ONE: FUNDS FOR DOBYNS-BENNETT 1:1 COMPUTER PURCHASE

The FY 15-16 budget includes \$481,667 that is budgeted for the first year's payment on a 3 year capital outlay note. At the BMA meeting on June 2, a resolution was approved authorizing the issuance of these notes. There are several steps that need to be completed before the funds from the notes can be obligated. It could be as late as September before all this is completed. The resolution authorizing the notes includes a reimbursement clause, that allows any funds spent prior to the issuance of the notes to be reimbursed once the notes are issued. In order to issue a purchase order for the computers in early July, it is being recommended that funds in the Unreserved Fund Balance be used to temporarily fund this purchase. When the proceeds from the Capital Outlay Notes are received these funds will be replaced. It is recommended that the appropriation for Technology Instructional Equipment be increased by the amount of \$1,390,718.

ITEM TWO: FUND BALANCE APPROPRIATION

As of the final budget amendment for FY 15 there was a balance in the Unreserved Fund Balance of \$2,790,000. It is expected that this balance will increase when FY 2015 is closed out. It is recommended that the estimated revenue for Fund Balance appropriations be increased by \$1,390,518.



AGENDA ACTION FORM

Ordinance to Amend the FY15 Operating Budgets and Various Projects

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

Action Form No.: AF-164-2015
 Work Session: June 15, 2015
 First Reading: June 16, 2015

Final Adoption: July 7, 2015
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance is a cleanup ordinance for various operating budgets and projects. It will allow us to close some old projects.

This ordinance will transfer \$20,017 from the Renaissance Parking Lot project (GP1404) and \$1,344 from the Public Works Radio project (GP1234) to the Street Resurfacing project and close GP1404 and GP1234. Funds will be transferred from the Bays Mountain Park Improvements (GP9906) in the amount of \$8,223 and \$1,394 from the Bays Mountain Park Pedestrian Bridge (GP1028) to the Bays Mountain Commission Fund. The funds for these projects were paid from the Bays Mountain Commission Fund as matching funds. The projects are complete and ready to close.

Funds will be transferred from the Kingsport Higher Education Center to KHEC Parking Lot project in the amount of \$33,000 for the lease on the parking lot and to the City Hall/Facility Improvements project in the amount of \$49,073. Funds will be transferred in the amount of \$35,000 from the General Fund operating budget, \$9,599 from the MPO Admin budget as matching funds, and \$7,084 from the Bays Mountain Improvement project as matching funds to the City Hall/Facility Improvements project. The total transfer to the City Hall/Facility Improvement project is \$100,756. The projects to close are GP0726, MPO012, and GP1005.

Funds in the amount of \$71,241 will be transferred from the Fordtown Road project (GP0102) to the Road Repairs project (GP1539) and GP0102 will be closed.

Funds will be transferred from the Batting Cages at Hunter Wright Stadium (GP1101) in the amount of \$691 to the VEP fund and the project will be closed.

Funds will be transferred from the Sewer Lift Station (SW1201) in the amount of \$12,171 to the System Improvement SL Station (SW1402) and close SW1201.

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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



AGENDA ACTION FORM

Ordinance to Amend the FY15 Operating Budgets and Various Projects

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

Action Form No.: AF-164-2015
 Work Session: June 15, 2015
 First Reading: June 16, 2015

Final Adoption: July 7, 2015
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance is a cleanup ordinance for various operating budgets and projects. It will allow us to close some old projects.

This ordinance will transfer \$20,017 from the Renaissance Parking Lot project (GP1404) and \$1,344 from the Public Works Radio project (GP1234) to the Street Resurfacing project and close GP1404 and GP1234. Funds will be transferred from the Bays Mountain Park Improvements (GP9906) in the amount of \$8,223 and \$1,394 from the Bays Mountain Park Pedestrian Bridge (GP1028) to the Bays Mountain Commission Fund. The funds for these projects were paid from the Bays Mountain Commission Fund as matching funds. The projects are complete and ready to close.

Funds will be transferred from the Kingsport Higher Education Center to KHEC Parking Lot project in the amount of \$33,000 for the lease on the parking lot and to the City Hall/Facility Improvements project in the amount of \$49,073. Funds will be transferred in the amount of \$35,000 from the General Fund operating budget, \$9,599 from the MPO Admin budget as matching funds, and \$7,084 from the Bays Mountain Improvement project as matching funds to the City Hall/Facility Improvements project. The total transfer to the City Hall/Facility Improvement project is \$100,756. The projects to close are GP0726, MPO012, and GP1005.

Funds in the amount of \$71,241 will be transferred from the Fordtown Road project (GP0102) to the Road Repairs project (GP1539) and GP0102 will be closed.

Funds will be transferred from the Batting Cages at Hunter Wright Stadium (GP1101) in the amount of \$691 to the VEP fund and the project will be closed.

Funds will be transferred from the Sewer Lift Station (SW1201) in the amount of \$12,171 to the System Improvement SL Station (SW1402) and close SW1201.

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, MPO PROJECT FUND AND THE SEWER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budgets be amended by transferring \$20,017 from the Renaissance Parking project (GP1402) and \$1,344 from the Public Works Radio project (GP1234) to the Street Resurfacing project (GP1518), by transferring funds from the Bays Mountain Park Improvements project (GP9906) in the amount of \$8,223 and from the Pedestrian Bridge project (GP1028) in the amount of \$1,394 to the Bays Mountain Commission Fund; by transferring \$691 from the Batting Cages at Hunter Wright Stadium project (GP1101) to the Visitor's Enhancement Fund, by transferring \$71,241 from the Fordtown Road project (GP0102) to the Road Repairs project (GP1539), by transferring \$7,084 from the Bays Mountain Parking Improvements (GP1005), by transferring \$35,000 from the General Fund operating budget to the City Hall/Facility Improvement project (GP1538) by transferring the local match in the amount of \$9,599 from the MPO Administration project (MPO012) to the City Hall/Facility Improvement project (GP1522); and by transferring \$33,000 from the Kingsport Higher Education project (GP0726) to the KHEC Parking Lot project (GP1538) and by transferring \$52,207 to the City Hall/Facility Improvements project (GP1522).

SECTION II. That the Sewer project fund be amended by transferring funds from the Sewer Lift Station project (SW1201) in the amount of \$12,171 to the Systems Improvement SL Station (SW1402).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 311: General Project Fund</u>			
<u>Renaissance Parking (GP1402)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-368-1046 Series 2013B GO Pub Imp	50,000	(22,499)	27,501
311-0000-368-2101 Premium From Bond Sale	0	2,482	2,482
<i>Totals:</i>	50,000	(20,017)	29,983
<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2022 Construction Contracts	50,000	(20,605)	29,395
311-0000-601-4041 Bond Sale Exp.	0	588	588
<i>Totals:</i>	50,000	(20,017)	29,983

Fund 311: General Project Fund**Street Resurfacing (GP1518)****Revenues:**

	\$	\$	\$
311-0000-368-1037 Series 2009D (BABS) GO	97,230	0	97,230
311-0000-368-1040 Series 2011 GO Pub Imp	176,094	0	176,094
311-0000-368-1041 Series 2012C GO Pub Imp	7,249	1,344	8,593
311-0000-368-1046 Series 2013B GO Pub Imp	0	20,017	20,017
311-0000-368-1047 Series 2014A GO Bonds	984,673	0	984,673
311-0000-368-2101 Premium From Bond Sale	95,971	0	95,971
Totals:	1,361,217	21,361	1,382,578

Expenditures:

	\$	\$	\$
311-0000-601-2022 Construction Contracts	1,348,744	21,361	1,370,105
311-0000-601-4041 Bond Sale Exp.	12,473	0	12,473
Totals:	1,361,217	21,361	1,382,578

Fund 452: Sewer Project Fund**Sewer Lift Station (SW1201)****Revenues:**

	\$	\$	\$
452-0000-391-0526 Series 2011 GO Bonds	390,000	0	390,000
452-0000-391-4200 From Sewer Fund	50,357	(12,171)	38,186
Totals:	440,357	(12,171)	428,186

Expenditures:

	\$	\$	\$
452-0000-606-9003 Improvements	440,357	(12,171)	428,186
Totals:	440,357	(12,171)	428,186

Fund 452: Sewer Project Fund**System Imp SL Station (SW1402)****Revenues:**

	\$	\$	\$
452-0000-391-0529 Series 2013B GO Pub Imp	245,000	0	245,000
452-0000-391-4200 From Sewer Fund	0	12,171	12,171
Totals:	245,000	12,171	257,171

Expenditures:

	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	90,500	0	90,500
452-0000-606-9001 Land	5,100	0	5,100
452-0000-606-9003 Improvements	149,400	12,171	161,571
Totals:	245,000	12,171	257,171

Fund 311: General Project Fund**Bays Mtn Park Improvements (GP9906)****Revenues:**

	\$	\$	\$
311-0000-332-7500 Dept. of Finance & Admin	50,000	0	50,000

311-0000-361-1000 Earnings on Investments	9,053	(4,739)	4,314
311-0000-391-6200 Bays Mtn Park Comm Fund	19,500	(3,484)	16,016
Totals:	101,318	(8,223)	70,330

Expenditures:

	\$	\$	\$
311-0000-601-2020 Professional Consultant	3,384	0	3,384
311-0000-601-2022 Construction Contracts	65,518	(8,223)	62,034
311-0000-601-2023 Arch/Eng/Landscaping	4,912	0	4,912
Totals:	73,814	(8,223)	70,330

Fund 612: Bays Mountain Commission Fund

Expenditures:

	\$	\$	\$
612-4530-473-7036 To General Proj. Fund	0	(9,617)	(9,617)
612-4530-473-2055 Repairs & Maintenance	21,000	9,617	30,617
Totals:	21,000	0	30,617

Fund 122: MPO Fund

MPO Administration (MPO012)

Revenues:

	\$	\$	\$
122-0000-337-5210 FHWA/TN FHWA 80%	182,653	0	182,653
122-0000-337-5225 FHWA/VA FHWA100%	6,500	0	6,500
122-0000-391-0100 From General Fund	45,663	(9,599)	36,064
Totals:	234,816	(9,599)	225,217

Expenditures:

	\$	\$	\$
122-0000-609-1010 Salaries & Wages	121,373	0	121,373
122-0000-609-1020 Social Security	9,100	0	9,100
122-0000-609-1030 Health Ins.	5,814	0	5,814
122-0000-609-1040 Retirement	15,400	0	15,400
122-0000-609-1050 Life Ins.	380	0	380
122-0000-609-1052 Long Term Disability	180	0	180
122-0000-609-1060 Workmen's Comp	157	0	157
122-0000-609-1061 Unemployment Ins.	96	0	96
122-0000-609-2010 Advertising and Publication	1,000	0	1,000
122-0000-609-2011 Printing & Binding	700	0	700
122-0000-609-2020 Professional Consultant	47,516	(9,599)	37,917
122-0000-609-2021 Accounting & Auditing	2,800	0	2,800
122-0000-609-2034 Telephone	1,500	0	1,500
122-0000-609-2040 Travel Exp.	6,000	0	6,000
122-0000-609-2041 Registration Fees & Tuition	800	0	800
122-0000-609-2042 Personal Vehicle Reimb.	1,000	0	1,000
122-0000-609-2043 Dues & Membership	700	0	700

122-0000-609-2044 Literature/Subscriptions	700	0	700
122-0000-609-2054 Machinery/Equip Rental	5,500	0	5,500
122-0000-609-2099 Miscellaneous Exp.	484	0	484
122-0000-609-3010 Office Supplies	2,500	0	2,500
122-0000-609-3011 Postage	700	0	700
122-0000-609-3012 Food	716	0	716
122-0000-609-3020 Operating Supplies & Tools	6,500	0	6,500
122-0000-609-3044 Motor Pool Charges	100	0	100
122-0000-609-5012 Liability Ins.	100	0	100
122-0000-609-9004 Equipment	3,000	0	3,000
Totals:	234,816	(9,599)	225,217

Fund 311: General Project Fund
KPRT Center Higher Education (GP0726)

Revenues:	\$	\$	\$
311-0000-331-3200 Federal Revenue/ARC	50,000	0	50,000
311-0000-331-3401 Public Works Investment	1,850,000	0	1,850,000
311-0000-364-2000 From Corporations	60,000	0	60,000
311-0000-364-3000 From Non-Profit Groups	27,500	0	27,500
311-0000-368-1031 GO Pub Imp Series 2007	700,000	0	700,000
311-0000-368-1034 Series 2008B GO	10,714,726	0	10,714,726
311-0000-391-0100 From General Fund	373,174	(82,073)	291,101
Totals:	13,775,400	(82,073)	13,693,327

Expenditures:	\$	\$	\$
311-0000-601-1010 Salaries & Wages	1,545	0	1,545
311-0000-601-1020 Social Security	109	0	109
311-0000-601-1030 Group Health Ins.	259	0	259
311-0000-601-1040 Retirement	257	0	257
311-0000-601-1050 Life Ins.	13	0	13
311-0000-601-1052 Long Term Disability	8	0	8
311-0000-601-1060 Workmen's Comp	58	0	58
311-0000-601-1061 Unemployment Ins.	1	0	1
311-0000-601-2010 Advertising & Publication	3,178	0	3,178
311-0000-601-2011 Printing & Binding	2,826	0	2,826
311-0000-601-2020 Professional Consultant	115,954	0	115,954
311-0000-601-2022 Construction Contracts	202,673	0	202,673
311-0000-601-2023 Arch/Eng/Landscaping	966,725	0	966,725
311-0000-601-2095 Public Art Contracts	75,000	0	75,000
311-0000-601-2097 State Reviews & Permits	100	0	100
311-0000-601-4041 Bond Sale Exp.	163,708	0	163,708
311-0000-601-9001 Land	1,585,280	(48,000)	1,537,280
311-0000-601-9002 Buildings	9,375,483	(7,547)	9,367,936
311-0000-601-9003 Improvements	161,230	(25,208)	136,022
311-0000-601-9004 Equipment	50,400	0	50,400

311-0000-601-9012 LED Green Building
Totals:

1,070,593	(1,318)	1,069,275
13,775,400	(82,073)	13,693,327

Fund 311: General Project Fund
KHEC Parking Lot (GP1538)

Revenues:

311-0000-391-0100 From General Fund
Totals:

\$	\$	\$
0	33,000	33,000
0	33,000	33,000

Expenditures:

311-0000-601-9001 Land
Totals:

\$	\$	\$
0	33,000	33,000
0	33,000	33,000

Fund 110: General Fund

Expenditures:

110-1501-411-1010 Salaries & Wages
 110-4033-463-1019 Request for New Position
 110-3030-443-1019 Request for New Position
 110-4804-481-7036 General Project Fund
Totals:

\$	\$	\$
200,400	(2,500)	197,900
12,500	(12,500)	0
20,000	(20,000)	0
77,040	35,000	112,040
309,940	35,000	309,940

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

Revenues:

311-0000-368-1040 Series 2011 GO Pub Imp
 311-0000-368-1047 Series 2014A GO Bonds
 311-0000-368-2101 Premium From Bond Sale
 311-0000-391-0100 From General Fund
Totals:

\$	\$	\$
84,748	0	84,748
137,475	0	137,475
14,396	0	14,396
0	100,756	100,756
236,619	100,756	337,375

Expenditures:

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

\$	\$	\$
9,000	6,000	15,000
1,871	0	1,871
225,748	94,756	320,504
236,619	100,756	337,375

Fund 311: General Project Fund
Bays Mountain Park Imp. (GP1005)

Revenues:

311-0000-391-0100 From General Fund
 311-0000-391-6200 Bays Mt. Com. Fund
Totals:

\$	\$	\$
50,000	(7,084)	42,916
40,100	0	40,100
90,100	(7,084)	83,016

Expenditures:

311-0000-601-2022 Construction Contracts

Totals:

\$	\$	\$
90,100	(7,084)	83,016
90,100	(7,084)	83,016

Fund 311: General Project Fund**Public Works Radio (GP1234)****Revenues:**

311-0000-368-1041 Series 2012C GO Pub. Imp

311-0000-368-2101 Bond Premium

Totals:

\$	\$	\$
147,670	(1,344)	146,326
5,142	0	5,142
152,812	(1,344)	151,468

Expenditures:

311-0000-601-4041 Bond Expense

311-0000-601-9004 Equipment

Totals:

\$	\$	\$
2,812	0	2,812
150,000	(1,344)	148,656
152,812	(1,344)	151,468

Fund 311: General Project Fund**Pedestrian Bridge Bays Mtn. (GP1028)****Revenues:**

311-0000-332-4900 TN State Parks Grant

311-0000-364-8648 Labor-Volunteer

311-0000-391-6200 Bays Mtn. Park Comm. Fund

Totals:

\$	\$	\$
2,500	0	2,500
3,200	0	3,200
2,500	(1,394)	1,106
8,200	(1,394)	6,806

Expenditures:

311-0000-601-1086 Labor-Volunteer

311-0000-601-2022 Construction Contracts

Totals:

\$	\$	\$
3,200	0	3,200
5,000	(1,394)	3,606
8,200	(1,394)	6,806

Fund 311: General Project Fund**Batting Cages At Hunter Wright Stad.(GP1101)****Revenues:**

311-0000-391-6900 Visitors Enhancement Fund

Totals:

\$	\$	\$
35,000	(691)	34,309
35,000	(691)	34,309

Expenditures:

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

311-0000-601-9006 Purchases Over \$5,000

Totals:

\$	\$	\$
0	3,950	3,950
35,000	(4,641)	30,359
35,000	(691)	34,309

Fund 135: Visitor's Enhancement Fund**Expenditures:**

135-4804-481-7036 General Project Fund

135-1015-405-2020 Professional Consultant

\$	\$	\$
3,510	(691)	2,819
25,057	691	25,748

Totals:

28,567	0	28,567
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Fund 311: General Project Fund

Road Repairs (GP1539)

Revenues:

311-0000-391-0100 From General Fund

Totals:

\$	\$	\$
0	71,241	71,241
0	71,241	71,241

Expenditures:

311-0000-601-9001 Land

311-0000-601-9003 Improvements

Totals:

\$	\$	\$
0	10,000	10,000
0	61,241	61,241
0	71,241	71,241

Fund 311: General Project Fund

Fordtown Rd Improvements (GP0102)

Revenues:

311-0000-361-2200 Int. From LGIP

311-0000-368-1031 GO Pub Improv Series 2007

311-0000-368-1035 Series 2009A GP

311-0000-368-1037 Series 2009D (BABS) GO

311-0000-391-0100 From General Fund

311-0000-391-0513 GO Refunding 2004 Princ

311-0000-391-1013 GO Refunding 2004

311-0000-391-1100 State Street Aid Fund

Totals:

\$	\$	\$
5,672	0	5,672
800,000	0	800,000
100,000	0	100,000
657,061	0	657,061
77,339	(71,241)	6,098
50,000	0	50,000
741	0	741
8,300	0	8,300
1,699,113	(71,241)	1,627,872

Expenditures:

311-0000-601-2022 Construction Contracts

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

311-0000-601-9001 Land

Totals:

\$	\$	\$
1,665,860	(39,102)	1,626,758
1,114	0	1,114
32,139	(32,139)	0
1,699,113	(71,241)	1,627,872

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

DENNIS PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Application for a Technology Grant for the Library for Laptops and Learning Stations

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

Action Form No.: AF-172-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: Helen Whittaker
 Presentation By: Morris Baker

Recommendation:

Approve the resolution/application.

Executive Summary:

This grant will allow the library to replace 11 laptops that are 4 years old that are used for weekly computer instruction classes for the public and weekly job labs; replace 2 children's literacy learning stations that are 7 years old and are extremely popular and add a third one, and add a staff computer in the children's area that they will need after the renovation of this area in FY16.

The City IT Department will provide the match for the 11 laptops. The special renovation project fund in the FY2016 CIP will provide the match for the remainder of the items.

Attachments:

1. Resolution
2. Application

Funding source appropriate and funds are available.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LIBRARY SERVICES AND TECHNOLOGY ACT GRANT FROM THE TENNESSEE STATE LIBRARY AND ARCHIVES FOR THE LIBRARY

WHEREAS, the city, through the library, would like to apply for a library services and technology grant through the Office of the Secretary of State Tennessee State Library and Archives, which will provide funds to replace outdated and add additional computers; and

WHEREAS, the grant funds will be used to purchase 11 laptops, replace 2 children's literacy learning stations and add a third one, and add a staff computer in the children's area that will be needed after the renovation of this area in 2016; and

WHEREAS, the maximum amount of the grant award is \$20,000.00, and the grant requires a 1 to 1 match, which is available in project account FY2016 CIP, and the IT department will provide the match for the 11 laptops;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a library services and technology grant through the Office of the Secretary of State Tennessee State Library and Archives in the amount up to \$20,000.00 for the library, which will require a 1 to 1 match.

SECTION II. That the mayor is authorized to execute any and all documents, including those documents necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions or are 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 7th day of July, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Office of the Secretary of State
Tennessee State Library and Archives
Library Services and Technology Act (LSTA)
2016 Technology Grant Application

Legal Library Name	Kingsport Public Library		
Full Name of the Entity that is registered for the DUNS number listed below	Kingsport Public Library		
DUNS (Data Universal Numbering System) Number	079027579		
Grantee Mailing Address	400 Broad St.		
City	Kingsport	State TN	Zip Code 37660
Date of Grantee's Last A-133 Audit	December 30, 2014		
Fiscal Year Covered in Last Audit	FY2014		
Grant Contact Person	Helen Whittaker		
Grant Contact Person Title	Library Manager		
Grant Contact Person e-mail address	whittaker@kingsporttn.gov		
Name of In-House Tech Support Staff Person for Library (not NSC or LISS)	.5		
City/County to be Served	City of Kingsport		
Federal Congressional District(s) to be Served (http://capwiz.com/nra/dbq/officials/)	Tennessee 1st		
State House District to be Served (http://capwiz.com/nra/dbq/officials/)	1, 2 and 6		
State Senate District to be Served (http://capwiz.com/nra/dbq/officials/)	2, 4		

*** if the entity does not have a DUNS number, one will either need to be applied for before applying for the Tech Grant, or another eligible entity that has a DUNS number will need to be used.**

More information on DUNS numbers follows this page.

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Tennessee State Library and Archives
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Information from: <http://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>

Has my organization identified its Data Universal Number System (DUNS)?

Ask the grant administrator, chief financial officer, or authorizing official of your organization to identify your DUNS number.

If your organization does not know its DUNS number or needs to register for one, visit Dun & Bradstreet website:

Register or Search for a DUNS Number:

<http://fedgov.dnb.com/webform/displayHomePage.do> 

Purpose of this Step:

The federal government has adopted the use of DUNS numbers to track how federal grant money is allocated. DUNS numbers identify your organization.

How long should it take?

If requested over the phone, DUNS is provided immediately. Webform requests take 1 to 2 business days.

What is a DUNS Number and why do I need to obtain one?

The Data Universal Number System (DUNS) number is a unique nine-character number that identifies your organization. It is a tool of the federal government to track how federal money is distributed. Most large organizations, libraries, colleges and research universities already have DUNS numbers. Ask your grant administrator or chief financial officer to provide your organization's DUNS number.

List of Information you will need to obtain a DUNS number (if your organization does not already have one):

- Name of organization
- Organization address
- Name of the CEO/organization owner
- Legal structure of the organization (corporation, partnership, proprietorship)
- Year the organization started
- Primary type of business
- Total number of employees (full and part time)

If your organization does not have a DUNS number, use the Dun & Bradstreet (D&B) online registration to receive one free of charge.

NOTE: Obtaining a DUNS number places your organization on D&B's marketing list that is sold to other companies. You can request not to be added to this list during your application.

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Instructions

1. All Windows Desktops and Laptops purchased in this grant must follow the minimum specifications.
2. If you are planning to purchase off of the State Contract for desktops or laptops, the description can be "Platform 3" or whichever platform meets the minimum specifications.
3. You will need to specify what purpose each item will provide. For example:
 - a. Is your item to replace an older one?
 - b. Will it be to increase your network size?
 - c. Will it allow you to increase your service?

Note: Items requested for grant purposes cannot be for marketing or advocacy purposes.

4. The grant request should be up to half of the total cost, with the overall grant request from all categories not being more than \$20,000.00.
5. Any item that is \$5,000.00 or more is not eligible for this grant.

Ineligible Items

Items not eligible for direct purchase through this grant include (but may not be limited to):

- Furniture
- Salaries
- Construction
- Televisions
- Network Cabling
- Device stands
- Phones
- Internet access or phone charges
- Late fees
- Taxes
- Renewal charges
- Items costing \$5,000.00 or more
- Digital picture frames
- Headphones/earbuds purchased specifically to sell or give away
- Non-digital microfilm readers or reader/printers
- Non-networked copiers
- Leased networked copiers
- Items purchased solely for marketing or advocacy purposes

Note: if you are not sure if the item you are interested in is eligible, please feel free to ask.

Category	Description	Purpose	# Requested	Cost per Unit	Total Cost	Grant Request (up to 1/2 of total cost)
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Library Name

Kingsport Public Library

Computers						
Windows Desktop	(must follow minimum specifications) Dell Optiplex 9020	For children's staff use – that area will be renovated in FY16 and staff need an additional computer for research about children and teen programs, events and billboards	1	\$1,150	\$1,150	\$575
Windows Laptop	(must follow minimum specifications) Dell Latitude (City has Dell contract) 3450 with 14" screens and additional year of warranty (for 4 years total)	To replace four-year-old laptops that are used for weekly computer training classes for the public and weekly job labs	11	\$770	\$8,470	\$4,235
Macintosh Desktop						
Macintosh Laptop						
Server						
Children's Workstation	AWE Literacy Stations and AfterSchool Edge Station	Replace 2 AWE Literacy Stations that are 7 years old and add a new literacy station for older patrons. These are VERY popular and are aging.	3	\$3,200	\$9,600	\$4,800
All-in-one or Thin Clients						
Other Computers (please specify)						
Software (annual fees are not eligible)						
Productivity/AntiVirus/Security Software	Office Standard for new staff PC	For new staff PC	1	\$28	\$28	\$14
Automation						

Category	Description	Purpose	# Requested	Cost per Unit	Total Cost	Grant Request (up to 1/2 of total cost)
Other Software (<i>please specify</i>)						
Networking Hardware (networking cables are not eligible)						
Routers/Wireless Routers						
Hubs/Switches/etc.						
Wireless Access Points						
Other Networking Hardware (<i>please specify</i>)						
Peripherals, Mobile Devices and other Small Items						
Monitors						
Black and White Printers						
Color Printers						
All-in-One Scanners/ Fax / Printers						
Barcode Scanners						
Flatbed Scanners						
E-Book Reader						
Digital Camera						
Tablet/iPad						
Other (<i>please specify</i>)						
Other Items Not in Another Category (<i>please specify</i>)						

Category	Description	Purpose	# Requested	Cost per Unit	Total Cost	Grant Request (up to 1/2 of total cost)
Totals					\$19,248	\$9,624
Indirect Cost			Percentage			0
					Revised Total	\$9,624

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Certifications

For this LSTA Grant Proposal to be considered for funding, the library must meet requirements for items in the certification tables below.

- If this LSTA grant request does not include funding for computers or electronic devices to access the Internet, computer software, or peripherals installed on computers accessing the internet, compliance with item 1 is not required.

I certify that the applicant or public library being applied for is compliant with the following:

Please check one

		Yes	No
1.	Children's Internet Protection Act (complete and sign Internet Safety Certification page, which follows this page)	X	
2.	Title VI, Civil Rights Act of 1964	X	

Items 3 – 6 are not required for Metropolitan or Independent Libraries

3.	Signed Service Agreement filed with your regional office for the most recent completed fiscal year	X	
4.	Signed Maintenance of Effort documentation filed with your regional office for the most recent completed fiscal year	X	
5.	Did a member of your library board attend the 2014 Trustee Workshop?		X
5.a.	If Yes, please provide names of attendee(s)		
	Attendee 1		
	Attendee 2		
	Attendee 3		
	Attendee 4		
6.	Has the Standards Survey been completed for your library?	X	

Items 5 and 6 will directly affect your grant award by 10% each.

Signature of Library Director

Date

Signature of Board Chairperson or Authorizing Authority

Date

Printed Name and Title of Board Member or Authorizing Authority



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**Internet Safety Certification
For Public Libraries**

Library Name: Kingsport Public Library

As the duly authorized representative of the library, I hereby certify that
(Check EITHER A or B, but not both):

A. <div style="font-size: 2em; font-weight: bold; text-align: center;">X</div>	<p>The recipient library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act and has in place the following policies, as provided by 20 U.S.C. Section 9134(f)(1):</p> <p style="margin-left: 40px;">(i). A policy of Internet safety <i>for minors</i> that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are: (1) obscene; (2) child pornography; or (3) harmful to minors; and the library is enforcing the operation of such technology protection measure during any use of such computers <i>by minors</i>; and</p> <p style="margin-left: 40px;">(ii). A policy of Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (1) obscene; or (2) child pornography; and the library is enforcing the operation of such technology protection measure during any use of such computers.</p>
B. <div style="font-size: 1.5em; text-align: center;">□</div>	<p>The requirements of Section 9134(f) of the Library Services and Technology Act do not apply to the recipient library because no funds made available under the LSTA program will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library that does not receive discounted E-Rate services under the Communications Act of 1934, as amended.</p>

Signature of Authorizing Authority	Date
Printed Name of Authorizing Authority	
Title of Authorizing Authority	



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Certification of Indirect Cost

Definition: An Indirect Cost is an organization's incurred cost that cannot be readily isolated or identified with just one project or activity. These types of costs are often referred to as "overhead costs." Typical examples are charges for utilities, general insurance, use of office space and equipment that you own, local telephone service, and the salaries of the management and administrative personnel of the organization.

Check one of the following options regarding indirect costs as part of your grant award.

- ☐ The Grantee has a Federally negotiated rate for indirect cost, which is _____%.
Note: if a Federally negotiated rate is chosen, it is necessary for the appropriate documentation to be attached.
- ☐ The Grantee requests that 10% of their grant award be allocated for indirect costs.
- ☒ The Grantee requests that 0% of their grant award be allocated for indirect costs, and that the full grant award go towards the cost of technology items.

Signature of Authorizing Authority

Date

Printed Name of Authorizing Authority

Title of Authorizing Authority



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Checklist for Application

- X** Application completed
- X** All certification pages completed and signed
- X** W-9 completed and signed (separate document)
- X** Automated Clearinghouse Form (ACH) completed and signed (separate document)
- X** Voided check or deposit slip that includes the account number and routing number for the account to be used for this grant (*can be a copy*) (separate document)

Grant Questions?

Questions regarding the tech grant can be sent to Jennifer Cowan-Henderson

Phone 615-741-1923

Fax 615-532-9904

E-Mail Jennifer.Cowan-Henderson@tn.gov

Submitting Applications

Applications will be accepted via fax, mail, or e-mail.

Applications can be sent to:

Postal mail: Tennessee State Library and Archives
403 Seventh Avenue North
Nashville, TN 37243
Attn: Jennifer Cowan-Henderson

Fax: 615-532-9904

e-mail: Jennifer.Cowan-Henderson@tn.gov

Deadline for submitting applications:


August 1, 2015





AGENDA ACTION FORM

Agreement with CSX for a Sanitary/Storm Sewer Crossing to Former General Shale Property

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

Action Form No.: AF-157-2015
Work Session: July 6, 2015
First Reading: N/A

Final Adoption: July 7, 2105
Staff Work By: C. Austin
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.


Executive Summary:

In late April 2015, the City became aware of a request from CSX to KEDB for reassignment of a Sanitary/Storm Sewer Crossing from the former General Shale property towards downtown. This crossing contains a 42" storm sewer and an 8" sanitary sewer that serves the property from Main Street. CSX has had an agreement for this crossing from the Brick Company (General Shale) since 1923. At some point during that time the City started maintaining the sanitary sewer through the crossing. Since we were maintaining, and have replaced, the sanitary sewerline, we felt that it would be appropriate that the City be reassigned the crossing and enter into an agreement with CSX.

This crossing will allow the City to serve this property as it develops with sanitary and storm sewers. Money is available in the wastewater and stormwater operating funds to pay for this agreement.

Attachments:

1. Resolution
2. Assignment Agreement
3. Location Map

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ASSIGNMENT WITH CSX TRANSPORTATION, INC. FOR THE SANITARY STORM/SEWER CROSSING TO THE FORMER GENERAL SHALE PROPERTY; AUTHORIZING THE MAYOR TO EXECUTE THE ASSIGNMENT; APPROVING AN AMENDMENT TO THE AGREEMENT; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE DOCUMENTS

WHEREAS, in 1923, CSX Transportation Inc. entered into an agreement for sanitary/storm sewer crossing with General Shale; and

WHEREAS, sometime thereafter, the city installed new sewer lines and has been maintaining them; and

WHEREAS, the Industrial Development Board of Kingsport, Tennessee (KEDB) has purchased the property for economic development; and

WHEREAS, CSX Transportation, Inc. is agreeable to assign the sanitary/storm sewer crossing easement that runs from the former General Shale property toward Main Street; and

WHEREAS, to assign the easement to the city, it is necessary to amend the current agreement; and

WHEREAS, funding for the agreement is available in the wastewater and stormwater operating funds.

Now therefore,

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

SECTION I. That an assignment of the easement with CSX Transportation, Inc., to cross CSX property from the former General Shale property, for the purposes of the sanitary and storm sewer lines that serve the downtown area, 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, an assignment of the easement allowing the city to cross CSX property, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

ASSIGNMENT

This Assignment is made effective December 27, 2013 ("Effective Date"), by and among GENERAL SHALE PRODUCTS CORPORATION, a corporation of the State of Tennessee, whose mailing address is P.O. Box 3547, Johnson City, TN 37602, herein after called ASSIGNOR, and CITY OF KINGSPORT, TENNESSEE, a municipality of the State of Tennessee, whose mailing address is 225 West Center, Kingsport, TN 37660, herein after called ASSIGNEE and CSX TRANSPORTATION, INC., a corporation of the State of Virginia, whose mailing address

is 500 Water Street, Jacksonville, FL 32202, known as "LESSOR," "LICENSOR," or "RAILROAD," depending on agreement type, herein after called "CSXT."

For value received and as further consideration for this Assignment, ASSIGNEE has executed an Amendment between CSXT and ASSIGNEE as of the date hereof, ASSIGNOR assigns and transfers to ASSIGNEE those agreements listed and identified on "Schedule A" attached hereto, covering the property or rights therein described, herein after referred to as "the Agreement(s)"

ASSIGNOR covenants and warrants it is the lawful and sole owner of the Agreements; that its interest in the Agreement(s) is free from encumbrances; and that all duties and obligations have been performed; and all payments made under the terms and conditions of the Agreement(s).

ASSIGNEE agrees to pay all rent due after the Effective Date and assume and perform all duties and obligations required by the terms of the Agreement(s).

CSXT hereby consents and agrees to the Assignment, as of the Effective Date, provided that:

This Consent shall not be construed by any party as a waiver of consent to any further or subsequent assignment, sublease, sublicense, or transfer of the rights or duties and/or obligations, in whole or in part, of the Agreement(s); and the parties have executed the Amendment.

This Assignment may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed as an original and all of which when taken together shall constitute one instrument. Electronic counterpart signatures to this Assignment will be acceptable and binding.

[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 assignment set out herein that do not substantially alter the material provisions of the assignment, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes

SECTION IV. That an amendment to the agreement with CSX Transportation, Inc., to cross CSX property for the purposes allowing sanitary and storm sewer crossing, is approved.

SECTION V. 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, an amendment to the agreement to cross CSX property for the purposes of the sanitary and storm sewer crossing, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

AMENDMENT

This Amendment is made effective December 27, 2013 ("Effective Date"), made by CSX TRANSPORTATION, INC., a corporation of the State of Virginia, whose mailing address is 500 Water Street, Jacksonville, FL 32202, known as "LESSOR," "LICENSOR," or "RAILROAD," depending on agreement type, herein after called "CSXT" and CITY OF KINGSPORT, TENNESSEE, a municipality of the State of Tennessee, whose mailing address is 225 West Center Street, Kingsport, TN 37660, herein after called "ASSIGNEE," recites and provides as follows:

WHEREAS, ASSIGNEE has applied to CSXT for the substitution of ASSIGNEE in place of the original contracted party to those agreements listed and identified on "Schedule A" attached hereto, covering the property or rights therein described, which may otherwise prohibit their assignment; this Amendment together with the agreements shall herein after be referred to as "the Agreement(s)"; and

WHEREAS, CSXT and ASSIGNEE desire to amend and modify the Agreement(s) as currently drafted; and

WHEREAS, CSXT has consented to the assignment of each of the Agreement(s) to ASSIGNEE, upon condition the parties execute this Amendment.

NOW, THEREFORE, in consideration, the receipt and sufficiency of which are hereto acknowledged, CSXT and ASSIGNEE agree as follows:

1. Use

If any of the Agreement(s) to be assigned covers the lease of CSXT property (Premises) the Premises may only be used as defined on "Schedule A" and for no other purpose(s).

CSXT shall have the right, during regular business hours, upon reasonable notice to ASSIGNEE, and at mutually agreeable times, to conduct field examinations of the Premises in the presence of an authorized representative of ASSIGNEE to determine and verify: (i) ASSIGNEE's use of the Premises is in accordance with the terms of the Agreement(s); and (ii) any other reasonable review or assessment of the Premises or matters pertaining to the Lease as reasonably determined by CSXT. All costs associated with any such examination shall be borne by ASSIGNEE and be due and payable upon receipt of an invoice from CSXT.

2. Fee(s), Adjustments, Terms:

ASSIGNEE agrees to pay CSXT a sum of THREE HUNDRED FIFTY DOLLARS AND NO CENTS (\$350.00), to cover the preparation fee(s) for this Assignment.

ASSIGNEE shall pay CSXT the annual or periodic rent(s) or fee(s) shown on "Schedule A," commencing on the Payment Date shown on "Schedule A" herein after, collectively referred to as "Fee(s)." ASSIGNEE shall have no right of refund for any cause whatsoever with respect to Fee(s) paid to CSXT commencing as of the Payment Date, as shown on "Schedule A". Such Fee(s) shall be subject to periodic review and adjustment by CSXT.

In addition to the periodic review and adjustment referred to in the Section above, the fee(s) shall be adjusted on an annual basis by the same percentage of increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor" ("CPI"). In no event, however, shall the adjusted fee(s) be less than the previous year's fee(s).

The fee(s) shall be increased in accordance with the following:

Current Price Index*

X fee(s) = Adjusted fee(s)

Base Price Index**

* Effective CPI in the fourth month prior to the anniversary date of the Agreement(s). ** Effective CPI at the time of the effective date of the Agreement(s).

In the event the CPI is converted to a different standard reference base or otherwise revised or changed, the calculation of the percentage increase or decrease shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as reasonably determined by Railroad.

3. Insurance, Tax Terms, Provisions:

ASSIGNEE shall procure and shall thereafter maintain during continuance of the Agreement(s), at its sole cost and expense, Commercial General Liability (CGL) Insurance, naming CSXT as additional insured and covering liability assumed by ASSIGNEE under the Agreement(s). Coverage of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence, for bodily injury and property damage, is required as a prudent minimum to protect ASSIGNEE's assumed obligations hereunder. Notwithstanding anything here to the contrary, tort actions or anything covered by the provisions of the Tennessee Governmental Tort Liability Action found at T.C.A. section 29-20-101 et seq., including the limits of liability, shall apply and no provision of the Agreement shall act or be deemed a waiver by the ASSIGNEE of any immunity, its rights or privileges as a sovereign entity, as waiver can only be made by the Tennessee General Assembly. The CGL certificate, along with this Assignment, shall be mailed to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. Each successive year, ASSIGNEE shall mail the renewal certificate or previously mentioned notice to CSXT at the address shown in this paragraph.

In the event ASSIGNEE finds it necessary to perform construction or demolition operations within fifty feet (50') of any railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, for any of the Agreement(s), ASSIGNEE shall: (a) notify CSXT; and (b) procure and maintain during the period of construction or demolition operations, at no cost to CSXT, Railroad Protective Liability (RPL) Insurance, naming CSXT, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by CSXT prior to commencement of such construction or demolition. CSXT reserves the right to demand higher limits. At ASSIGNEE's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), ASSIGNEE may pay CSXT, at CSXT's current rate at time of request, the cost of adding the construction and/or demolition activities to CSXT's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at CSXT's discretion and may not be available under all circumstances.

The minimum insurance coverage required herein is subject to periodic review, adjustment and increases.

ASSIGNEE assumes sole responsibility for, and shall reimburse CSXT any annual taxes and/or periodic governmental assessments levied against CSXT or CSXT's property as covered by the Agreement(s) or based upon ASSIGNEE's use or occupation thereof, whenever assessed or levied, regardless of any portion of the year(s) prior to this Assignment.

4. Title Limitations:

The term "lease" or "license" as used herein or in any of the Agreement(s), shall mean with regard to any portion of Right-of-Way which is owned by CSXT in fee simple absolute (or where the applicable law of the State located otherwise permits CSXT to make such grants to ASSIGNEE, as a "leasehold of" or "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with CSXT, and no interest in or exclusive right to possess being otherwise granted to ASSIGNEE. With regard to any other portion of the Right-of-Way occupied, used or controlled by CSXT under any other facts or rights, CSXT merely waives its exclusive right to occupy the Right-of-Way, and grants no other rights whatsoever under the Agreement(s), such exclusivity waiver continuing only so long as CSXT continues its own occupation, use or control of the Right-of-Way.

CSXT does not warrant or guarantee that any license, rights or interest granted under the Agreement(s) will provide ASSIGNEE with all of the rights necessary for ASSIGNEE to occupy any portion of the Right-of-Way. ASSIGNEE further acknowledges that it may not have the right to occupy any portion of the Right-of-Way held by CSXT in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, ASSIGNEE shall not obtain, exercise or claim any interest in the Right-of-Way that would impair CSXT's existing rights therein.

5. Removal, Costs:

Upon termination of the Agreement(s), by expiration of term or any other reason, and in addition to any other removal duties in said Agreement(s), ASSIGNEE shall remove all structures (whether on the surface or underground) on or in the Premises (except tracks, rail facilities and other designated property of Railroad and the fill dirt), to ground level, within the time specified in any notice of termination or at the latest within fifteen (15) days after such termination. In effecting such removal, the Premises shall be restored by ASSIGNEE to a condition satisfactory to Railroad, including the filling of all excavations and holes, which shall be tamped, compacted and graded uniformly. If ASSIGNEE fails to make the removal and/or restoration in the manner and time set forth herein, after notice to do so, CSXT may make such removal and make said restoration, all at the sole risk, cost and expense of ASSIGNEE, and may also dispose of any removed items without necessity to account for the same or to give further notice to ASSIGNEE.

To the extent permitted by Tennessee law, CSXT shall have and ASSIGNEE hereby grants, a security interest in any furnishings, equipment, fixtures, retail merchandise and other property of any kind belonging to ASSIGNEE, or the equity of ASSIGNEE therein, and also upon all proceeds of any insurance which may accrue to ASSIGNEE by reason of destruction of or damage to any such property, located on or derived from activities conducted in or upon the Leased Premises. The security interest is granted for the purposes of securing the payment of Rent, other charges, assessments, penalties and damages herein covenanted to be paid by ASSIGNEE, and for the purposes of securing the performance of all other obligations of ASSIGNEE hereunder. CSXT shall, in addition to all of its rights hereunder, have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Florida. ASSIGNEE hereby authorizes the filing of a National Uniform Commercial Code Financing Statement so that when properly filed, the security interest hereby given shall thereupon be perfected.

6. Miscellaneous

Time is of the essence.

Failure of ASSIGNEE to receive any bill for periodic Fee(s), or the receipt of a bill showing an incorrect Fee(s), shall neither override the terms of the Agreement(s), nor excuse or release ASSIGNEE from liability or responsibility for the correct Fee(s). Limitation on collection for any erroneous billings or payments shall be three (3) years from termination of the Agreement(s).

The failure to enforce any provision of the Agreement(s) on any particular occasion shall not be deemed a waiver by either party of its rights hereunder, nor shall it be deemed a waiver of subsequent or continuing breaches of a particular provision, unless such waiver is expressed in writing to the party to be bound.

If any amount due pursuant to the terms of the Agreement(s) is not paid by the due date, it will be subject to CSXT's standard late charge (currently set as \$25.00), and the balance due will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest interest rate so permitted.

ASSIGNEE agrees to reimburse CSXT for all reasonable costs, including reasonable attorney's fee(s), incurred by CSXT for collection of any amount due under the Agreement(s), upon receipt of a statement from CSXT of such costs.

Obligations of ASSIGNEE to release, indemnify and hold CSXT harmless in the Agreement(s) listed on Schedule "A," shall also extend to officers, agents and employees of CSXT, and to companies and other legal entities that control, or are controlled by, subsidiaries of or are affiliated with CSXT,

as well as any railroad that operates over the right-of-way affected by the Agreement(s), and their respective officers, agents and employees. Any obligation of the ASSIGNEE to indemnify or hold harmless whether in this Amendment or the Agreement listed in Schedule A shall be to the extent permitted by Tennessee law.

Notice shall be provided by U.S. Mail via Certified Letter or by reputable overnight carrier.

7. Termination, Limits:

Notwithstanding the Existing Term(s) of said Agreement(s), ASSIGNEE understands and agrees that, after the Effective Date hereof, the term(s) of the Agreement(s) shall continue in force and effect unless and until terminated by either party upon thirty (30) days written notice delivered by registered or certified mail to the other.

The Agreement(s) as modified and amended by this Amendment shall remain in full force and effect and contains the entire agreement relative to each of the Agreement(s) between the parties. To the extent there is an inconsistency between the Agreement(s) and the Amendment, the terms of the Amendment shall control.

Except as provided herein, all other terms and conditions of the Agreement(s) shall remain in effect. The provisions of the prior written Agreement(s) and this Amendment are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, or (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions.

This Amendment may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed as an original and all of which when taken together shall constitute one instrument. Electronic counterpart signatures to this Amendment will be acceptable and binding.

In witness whereof, CSXT and ASSIGNEE have executed this Amendment as of the Effective Date.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 7th day of July, 2015.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ASSIGNMENT

This Assignment is made effective December 27, 2013 ("Effective Date"), by and among GENERAL SHALE PRODUCTS CORPORATION, a corporation of the State of Tennessee, whose mailing address is P.O. Box 3547, Johnson City, TN 37602, herein after called ASSIGNOR, and CITY OF KINGSPORT, TENNESSEE, a municipality of the State of Tennessee, whose mailing address is 225 West Center, Kingsport, TN 37660, herein after called ASSIGNEE and CSX TRANSPORTATION, INC., a corporation of the State of Virginia, whose mailing address is 500 Water Street, Jacksonville, FL 32202, known as "LESSOR," "LICENSOR," or "RAILROAD," depending on agreement type, herein after called "CSXT."

For value received and as further consideration for this Assignment, ASSIGNEE has executed an Amendment between CSXT and ASSIGNEE as of the date hereof, ASSIGNOR assigns and transfers to ASSIGNEE those agreements listed and identified on "Schedule A" attached hereto, covering the property or rights therein described, herein after referred to as "the Agreement(s)"

ASSIGNOR covenants and warrants it is the lawful and sole owner of the Agreements; that its interest in the Agreement(s) is free from encumbrances; and that all duties and obligations have been performed; and all payments made under the terms and conditions of the Agreement(s).

ASSIGNEE agrees to pay all rent due after the Effective Date and assume and perform all duties and obligations required by the terms of the Agreement(s).

CSXT hereby consents and agrees to the Assignment, as of the Effective Date, provided that:

This Consent shall not be construed by any party as a waiver of consent to any further or subsequent assignment, sublease, sublicense, or transfer of the rights or duties and/or obligations, in whole or in part, of the Agreement(s); and the parties have executed the Amendment.

This Assignment may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed as an original and all of which when taken together shall constitute one instrument. Electronic counterpart signatures to this Assignment will be acceptable and binding.

Witness for ASSIGNOR:

GENERAL SHALE PRODUCTS CORPORATION

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the ASSIGNOR to the terms and conditions of this Assignment.

Print/Type Name: _____

Print/Type Title: _____

Witness for ASSIGNEE:

CITY OF KINGSFORT, TENNESSEE

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the ASSIGNEE to the terms and conditions of this Assignment.

Print/Type Name: _____

Print/Type Title: _____

Witness:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

AMENDMENT

This Amendment is made effective December 27, 2013 ("Effective Date"), made by CSX TRANSPORTATION, INC., a corporation of the State of Virginia, whose mailing address is 500 Water Street, Jacksonville, FL 32202, known as "LESSOR," "LICENSOR," or "RAILROAD," depending on agreement type, herein after called "CSXT" and CITY OF KINGSPORT, TENNESSEE, a municipality of the State of Tennessee, whose mailing address is 225 West Center Street, Kingsport, TN 37660, herein after called "ASSIGNEE," recites and provides as follows:

WHEREAS, ASSIGNEE has applied to CSXT for the substitution of ASSIGNEE in place of the original contracted party to those agreements listed and identified on "Schedule A" attached hereto, covering the property or rights therein described, which may otherwise prohibit their assignment; this Amendment together with the agreements shall herein after be referred to as "the Agreement(s)"; and

WHEREAS, CSXT and ASSIGNEE desire to amend and modify the Agreement(s) as currently drafted; and

WHEREAS, CSXT has consented to the assignment of each of the Agreement(s) to ASSIGNEE, upon condition the parties execute this Amendment.

NOW, THEREFORE, in consideration, the receipt and sufficiency of which are hereto acknowledged, CSXT and ASSIGNEE agree as follows:

1. Use

If any of the Agreement(s) to be assigned covers the lease of CSXT property (Premises) the Premises may only be used as defined on "Schedule A" and for no other purpose(s).

CSXT shall have the right, during regular business hours, upon reasonable notice to ASSIGNEE, and at mutually agreeable times, to conduct field examinations of the Premises in the presence of an authorized representative of ASSIGNEE to determine and verify: (i) ASSIGNEE's use of the Premises is in accordance with the terms of the Agreement(s); and (ii) any other reasonable review or assessment of the Premises or matters pertaining to the Lease as reasonably determined by CSXT. All costs associated with any such examination shall be borne by ASSIGNEE and be due and payable upon receipt of an invoice from CSXT.

2. Fee(s), Adjustments, Terms:

ASSIGNEE agrees to pay CSXT a sum of THREE HUNDRED FIFTY DOLLARS AND NO CENTS (\$350.00), to cover the preparation fee(s) for this Assignment.

ASSIGNEE shall pay CSXT the annual or periodic rent(s) or fee(s) shown on "Schedule A," commencing on the Payment Date shown on "Schedule A" herein after, collectively referred to as "Fee(s)." ASSIGNEE shall have no right of refund for any cause whatsoever with respect to

Fee(s) paid to CSXT commencing as of the Payment Date, as shown on "Schedule A". Such Fee(s) shall be subject to periodic review and adjustment by CSXT.

In addition to the periodic review and adjustment referred to in the Section above, the fee(s) shall be adjusted on an annual basis by the same percentage of increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor" ("CPI"). In no event, however, shall the adjusted fee(s) be less than the previous year's fee(s).

The fee(s) shall be increased in accordance with the following:

Current Price Index*

----- X fee(s) = Adjusted fee(s)

Base Price Index**

* Effective CPI in the fourth month prior to the anniversary date of the Agreement(s).

** Effective CPI at the time of the effective date of the Agreement(s).

In the event the CPI is converted to a different standard reference base or otherwise revised or changed, the calculation of the percentage increase or decrease shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as reasonably determined by Railroad.

3. Insurance, Tax Terms, Provisions:

ASSIGNEE shall procure and shall thereafter maintain during continuance of the Agreement(s), at its sole cost and expense, Commercial General Liability (CGL) Insurance, naming CSXT as additional insured and covering liability assumed by ASSIGNEE under the Agreement(s). Coverage of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence, for bodily injury and property damage, is required as a prudent minimum to protect ASSIGNEE's assumed obligations hereunder. Notwithstanding anything here to the contrary, tort actions or anything covered by the provisions of the Tennessee Governmental Tort Liability Action found at T.C.A. section 29-20-101 et seq., including the limits of liability, shall apply and no provision of the Agreement shall act or be deemed a waiver by the ASSIGNEE of any immunity, its rights or privileges as a sovereign entity, as waiver can only be made by the Tennessee General Assembly. The CGL certificate, along with this Assignment, shall be mailed to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. Each successive year, ASSIGNEE shall mail the renewal certificate or previously mentioned notice to CSXT at the address shown in this paragraph.

In the event ASSIGNEE finds it necessary to perform construction or demolition operations within fifty feet (50') of any railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, for any of the Agreement(s), ASSIGNEE shall: (a) notify CSXT; and (b) procure and maintain during the period of construction or demolition operations, at no cost to CSXT, Railroad Protective Liability (RPL) Insurance, naming CSXT, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No.

CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by CSXT prior to commencement of such construction or demolition. CSXT reserves the right to demand higher limits.

At ASSIGNEE's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), ASSIGNEE may pay CSXT, at CSXT's current rate at time of request, the cost of adding the construction and/or demolition activities to CSXT's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at CSXT's discretion and may not be available under all circumstances.

The minimum insurance coverage required herein is subject to periodic review, adjustment and increases.

ASSIGNEE assumes sole responsibility for, and shall reimburse CSXT any annual taxes and/or periodic governmental assessments levied against CSXT or CSXT's property as covered by the Agreement(s) or based upon ASSIGNEE 's use or occupation thereof, whenever assessed or levied, regardless of any portion of the year(s) prior to this Assignment.

4. Title Limitations:

The term "lease" or "license" as used herein or in any of the Agreement(s), shall mean with regard to any portion of Right-of-Way which is owned by CSXT in fee simple absolute (or where the applicable law of the State located otherwise permits CSXT to make such grants to ASSIGNEE, as a "leasehold of " or "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with CSXT, and no interest in or exclusive right to possess being otherwise granted to ASSIGNEE. With regard to any other portion of the Right-of-Way occupied, used or controlled by CSXT under any other facts or rights, CSXT merely waives its exclusive right to occupy the Right-of-Way, and grants no other rights whatsoever under the Agreement(s), such exclusivity waiver continuing only so long as CSXT continues its own occupation, use or control of the Right-of-Way.

CSXT does not warrant or guarantee that any license, rights or interest granted under the Agreement(s) will provide ASSIGNEE with all of the rights necessary for ASSIGNEE to occupy any portion of the Right-of-Way. ASSIGNEE further acknowledges that it may not have the right to occupy any portion of the Right-of-Way held by CSXT in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, ASSIGNEE shall not obtain, exercise or claim any interest in the Right-of-Way that would impair CSXT's existing rights therein.

5. Removal, Costs:

Upon termination of the Agreement(s), by expiration of term or any other reason, and in addition to any other removal duties in said Agreement(s), ASSIGNEE shall remove all structures (whether on the surface or underground) on or in the Premises (except tracks, rail facilities and

other designated property of Railroad and the fill dirt), to ground level, within the time specified in any notice of termination or at the latest within fifteen (15) days after such termination. In effecting such removal, the Premises shall be restored by ASSIGNEE to a condition satisfactory to Railroad, including the filling of all excavations and holes, which shall be tamped, compacted and graded uniformly. If ASSIGNEE fails to make the removal and/or restoration in the manner and time set forth herein, after notice to do so, CSXT may make such removal and make said restoration, all at the sole risk, cost and expense of ASSIGNEE, and may also dispose of any removed items without necessity to account for the same or to give further notice to ASSIGNEE.

To the extent permitted by Tennessee law, CSXT shall have and ASSIGNEE hereby grants, a security interest in any furnishings, equipment, fixtures, retail merchandise and other property of any kind belonging to ASSIGNEE, or the equity of ASSIGNEE therein, and also upon all proceeds of any insurance which may accrue to ASSIGNEE by reason of destruction of or damage to any such property, located on or derived from activities conducted in or upon the Leased Premises. The security interest is granted for the purposes of securing the payment of Rent, other charges, assessments, penalties and damages herein covenanted to be paid by ASSIGNEE, and for the purposes of securing the performance of all other obligations of ASSIGNEE hereunder. CSXT shall, in addition to all of its rights hereunder, have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Florida. ASSIGNEE hereby authorizes the filing of a National Uniform Commercial Code Financing Statement so that when properly filed, the security interest hereby given shall thereupon be perfected.

6. Miscellaneous

Time is of the essence.

Failure of ASSIGNEE to receive any bill for periodic Fee(s), or the receipt of a bill showing an incorrect Fee(s), shall neither override the terms of the Agreement(s), nor excuse or release ASSIGNEE from liability or responsibility for the correct Fee(s). Limitation on collection for any erroneous billings or payments shall be three (3) years from termination of the Agreement(s).

The failure to enforce any provision of the Agreement(s) on any particular occasion shall not be deemed a waiver by either party of its rights hereunder, nor shall it be deemed a waiver of subsequent or continuing breaches of a particular provision, unless such waiver is expressed in writing to the party to be bound.

If any amount due pursuant to the terms of the Agreement(s) is not paid by the due date, it will be subject to CSXT's standard late charge (currently set as \$25.00), and the balance due will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest interest rate so permitted.

ASSIGNEE agrees to reimburse CSXT for all reasonable costs, including reasonable attorney's fee(s), incurred by CSXT for collection of any amount due under the Agreement(s), upon receipt of a statement from CSXT of such costs.

Obligations of ASSIGNEE to release, indemnify and hold CSXT harmless in the Agreement(s) listed on Schedule "A," shall also extend to officers, agents and employees of CSXT, and to companies and other legal entities that control, or are controlled by, subsidiaries of or are affiliated with CSXT, as well as any railroad that operates over the right-of-way affected by the Agreement(s), and their respective officers, agents and employees. Any obligation of the ASSIGNEE to indemnify or hold harmless whether in this Amendment or the Agreement listed in Schedule A shall be to the extent permitted by Tennessee law.

Notice shall be provided by U.S. Mail via Certified Letter or by reputable overnight carrier.

7. Termination, Limits:

Notwithstanding the Existing Term(s) of said Agreement(s), ASSIGNEE understands and agrees that, after the Effective Date hereof, the term(s) of the Agreement(s) shall continue in force and effect unless and until terminated by either party upon thirty (30) days written notice delivered by registered or certified mail to the other.

The Agreement(s) as modified and amended by this Amendment shall remain in full force and effect and contains the entire agreement relative to each of the Agreement(s) between the parties. To the extent there is an inconsistency between the Agreement(s) and the Amendment, the terms of the Amendment shall control.

Except as provided herein, all other terms and conditions of the Agreement(s) shall remain in effect.

The provisions of the prior written Agreement(s) and this Amendment are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, or (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions.

This Amendment may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed as an original and all of which when taken together shall constitute one instrument. Electronic counterpart signatures to this Amendment will be acceptable and binding.

In witness whereof, CSXT and ASSIGNEE have executed this Amendment as of the Effective Date.

Witness for ASSIGNEE:

CITY OF KINGSPORT, TENNESSEE

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the ASSIGNEE to the terms and conditions of this Amendment.

Print/Type Name: _____

Print/Type Title: _____

Witness:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

ASSIGNOR: GENERAL SHALE PRODUCTS CORPORATION

ASSIGNEE: CITY OF KINGSPORT, TENNESSEE

Schedule A

Contract Number	Contract Date	Location	Contract Type	Use Code	Rent Amount	Index Amount	Frequency	Payment Date	Terms/Notice
CCO017471	11-Apr-23	Z 94.03, KINGSPORT2, SULLIVAN COUNTY, TN	PIPELINE - SEWER - CROSSING	ENCROACHMENT W&P	\$200.00	STARTS 2016	ANNUAL	1-Jul-15	TW30
CCO017471	11-Apr-23	Z 94.03, KINGSPORT2, SULLIVAN COUNTY, TN	PIPELINE - STORM - CROSSING	ENCROACHMENT W&P	\$200.00	STARTS 2016	ANNUAL	1-Jul-15	TW30

Assignment Fee = \$350.00

CSX Sanitary/Storm Crossing



373 ft



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





AGENDA ACTION FORM

Dispensing with the Reading of Ordinances in their Entirety

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

Action Form No.: AF-174-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: Mike Billingsley
 Presentation By: Mike Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

The first paragraph of Article IV, Section 2 of the Charter of the City of Kingsport provides

Before its adoption, every ordinance shall be presented on two (2) different days in open session and read in its entirety on the first of those days. Between the first and second presentation, it shall remain on file with the recorder for public inspection. Any ordinance not so read shall become null and void except that, at the discretion of the board of mayor and aldermen, the reading of the ordinance may be dispensed with provided a copy of said proposed ordinance shall have been given to each board member and three (3) copies given to the recorder at least three (3) days prior to the date of the meeting at which said ordinance shall be presented for the first time. No ordinance shall take effect until ten (10) days after its final passage, except in the case of an emergency ordinance. Each ordinance shall be signed by the mayor or by three (3) board members and entered in full upon the minutes of the board of mayor and aldermen.

The attached resolution dispenses with the reading of an ordinance in its entirety that is "pre-filed" as indicated in the charter provisions set out above. Otherwise, one of the following actions would have to occur: 1) a motion would have to be made and approved at the start of each meeting to dispense with the reading of any ordinance presented at that meeting that was pre-filed; 2) a motion would have to be made and approved to dispense with reading as each individual ordinance is first presented; or 3) the ordinance would have to be read in its entirety. The failure to approve such motion or to read an ordinance in its entirety causes the ordinance to be void.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE SUSPENSION OF THE
FULL READING OF ALL PRE-FILED ORDINANCES PURSUANT
TO ARTICLE IV, SECTION 2 OF THE CHARTER OF THE CITY OF
KINGSPORT

WHEREAS, the first paragraph of Article IV, Section 2 of the Charter of the City of Kingsport provides, in part, that, every ordinance should be read in its entirety at its first presentation, "except that, at the discretion of the board of mayor and aldermen, the reading of the ordinance may be dispensed with provided a copy of said proposed ordinance shall have been given to each board member and three (3) copies given to the recorder at least three (3) days prior to the date of the meeting at which said ordinance shall be presented for the first time."; and

WHEREAS, the board has determined that it is appropriate to dispense with the reading of any ordinance, when a copy has been given to each board member and three copies given to the recorder at least three days prior to the date of the meeting at which the ordinance is presented for the first time.

Now, therefore,

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

SECTION I. That pursuant to Article IV, Section 2 of the Charter of the City of Kingsport, the board hereby dispenses with the reading in its entirety of any ordinance provided a copy of said proposed ordinance shall have been given to each board member and three (3) copies given to the recorder at least three (3) days prior to the date of the meeting at which said ordinance shall be presented for the first time.

SECTION II. That the caption of such ordinance shall be read aloud prior to consideration at the first presentation.

SECTION III. That this resolution shall remain in effect until repealed, amended or superseded by the board of mayor and aldermen.

SECTION IV. That this resolution shall take effect upon its adoption.

ADOPTED this the 7th day of July, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER


APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Agreement with Southern Health Partners, Inc. for Inmates

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

Action Form No.: AF-178-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: D/C Phipps
 Presentation By: Chief Quillin

Recommendation:

Approve the Resolution.

Executive Summary:

In January 2015, Tennessee Corrections Institute (TCI) established new minimal standards to remain a certified detention facility for all "local jails, lock-ups, workhouses, and detention facilities in the state." A portion of these standards mandates providing reasonably necessary medical care for inmates or detainees that become confined in the City of Kingsport Jail facility. Southern Health Partners, Inc. (SHP) is a Delaware corporation with a regional office in Chattanooga, TN. SHP has managed inmate medical care for more than 20 years, and in Tennessee jails for over 10 years. The management group of SHP has a combined experience of more than 100 years in correctional health care.

With the approval of the Resolution, the police department will be able to provide reasonable health care to any inmate confined in our facility in accordance to the TCI standard and applicable law. Under the agreement, the city will partner with "SHP to provide for the delivery of correctional health services to inmates" of the city jail. The cost of this service will be \$30,000 with an annual increase of 2% for the next two years, respectively.

Attachments:

1. Resolution

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH SOUTHERN HEALTH PARTNERS, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in January, 2015, the Tennessee Corrections Institute (TCI) established new minimal standards for all local jails, lock-ups, workhouses, and detention facilities in the state to remain a certified detention facility; and

WHEREAS, one of these standards requires providing reasonably necessary medical care for inmates or detainees that become confined in the city jail facility; and

WHEREAS, Southern Health Partners, Inc. (SHP) is a Delaware corporation with a regional office in Chattanooga, Tennessee and has managed inmate medical care for more than 20 years and in Tennessee jails for over 10 years; and

WHEREAS, the city would like to enter into an agreement with Southern Health Partners, Inc., ensuring the police department will be able to provide reasonable health care to any detainee confined in the facility in accordance to the TCI standard and applicable law; and

WHEREAS, the cost of this service will be \$30,000 with an annual increase of 2% for the next two years; and

WHEREAS, funding is available in the FY16 Operating Budget.

Now therefore,

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

SECTION I. That an agreement with Southern Health Partners, Inc., is approved.

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

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between City of Kingsport, Tennessee (hereinafter referred to as "CITY"), for its Kingsport City Police Department, Tennessee (hereinafter referred to as "KPD"), and Southern Health Partners, Inc., a Delaware corporation, (hereinafter referred to as "SHP"), is entered into as of the day of , 2015. Services under this Agreement shall commence on July 8, 2015, and shall continue through June 30, 2016, in accordance with Section 6.1.

WITNESSETH:

WHEREAS, KPD is charged by law with the responsibility for obtaining and providing reasonably necessary medical care, in accordance with applicable law, for inmates or detainees at the Kingsport City Jail (hereinafter referred to as "Jail") (inmates or detainees are hereinafter referred to as "inmate" and defined as any individual detained by the KPD and held at the Jail); and,

WHEREAS, SHP is in the business of providing correctional health care services under contract, it has the ability to provide such correctional health care services in Tennessee, and it desires to provide such services under contract with CITY for KPD according to the express terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. SHP, its employees, agents, subcontractors, assignees and independent contractors, are the sole providers of medical care when provided pursuant to this Agreement. CITY personnel are not licensed to provide medical care and cannot assist SHP, its employees, agents, subcontractors, assignees and independent contractors, when they provide medical care pursuant to this Agreement. CITY hereby contracts with SHP to provide for the delivery of correctional health services to inmates of Jail. This care is to be delivered to individuals under the custody and control of KPD at the Jail, and SHP enters into this Agreement according to the terms and provisions hereof.

1.2 Scope of General Services. The responsibility of SHP for medical care of an inmate commences with the booking and physical placement of said inmate into the Jail. The health care services provided by SHP shall be for all persons committed to the custody of the Jail, except those identified in Section 1.6. SHP shall provide and/or arrange for all professional medical, dental mental health and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein. Page 1 through 7 of the Proposal of Services Inmate Healthcare Program, Kingsport City Jail, Kingsport, Tennessee dated April 23, 2015, submitted by SHP to CITY, a copy of which is attached hereto as Exhibit A, is incorporated herein by reference as if fully set out herein.

SHP shall be financially responsible for the costs of all physician and nurse staffing, over-the-counter medications, medical supplies, on-site clinical lab procedures, medical hazardous waste disposal, office supplies, forms, folders, files, travel expenses, publications, administrative services and nursing time to train officers in the Jail on various medical matters. KPD acknowledges that certain costs associated with providing medical care to inmates are excluded from this Agreement and, as between the parties to this Agreement, shall be the financial responsibility of CITY, including, but not limited to, the costs of all prescription medications, all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail) and all medical and mental health services rendered outside the Jail, and further, that such costs shall not otherwise be the financial responsibility of SHP. The costs of emergency kits and restocking of emergency kit supplies and any necessary license or permit fees are excluded from this Agreement, the charges for which, as a general courtesy to CITY, shall be paid in advance by SHP and thereafter invoiced to CITY for one-hundred percent (100%) reimbursement to SHP, payable by CITY within thirty days of the SHP invoice date; provided, however, CITY is not responsible for the costs of State health care professional licensure, required for SHP's employees, agents, subcontractors, assignees or independent contractors, to provide health care services under this Agreement.

1.3 Specialty Services. In addition to providing the general services described above, SHP by and through its licensed health care providers shall arrange and/or provide to inmates at the Jail specialty medical services to the extent such are determined to be medically necessary by SHP. In the event non-emergency specialty care is required and cannot be rendered at the Jail, SHP shall make arrangements with KPD for the transportation of the inmates in accordance with Section 1.8 of this Agreement.

1.4 Emergency Services. SHP shall arrange and/or provide emergency medical care, as medically necessary, to inmates through arrangements to be made by SHP.

1.5 Injuries Incurred Prior to Incarceration; Pregnancy. SHP shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail.

Furthermore, SHP shall not be financially responsible for the cost of medical treatment or health care services provided outside the Jail to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care.

Once an inmate has been medically stabilized and committed to the Jail, SHP will, commencing at that point, then become responsible for providing and/or arranging for all medical treatment and health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate

emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail. SHP's financial responsibility for such medical treatment and health care services shall be in accordance with, and as limited by, Section 1.2 of this Agreement.

It is expressly understood that SHP shall not be responsible for medical costs associated with the medical care of any infants born to inmates. SHP shall provide and/or arrange for health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Jail prior to transport to a hospital, shall not be the financial responsibility of SHP. In any event, SHP shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

1.6 Inmates Outside the Facilities. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Jail and for inmates held under guard in outside hospitals or other medical facilities who remain in official custody of the Jail. Inmates held under guard in outside hospitals or other medical facilities are to be included in the Jail's daily population count. No other person(s), including those who are in any outside hospital who are not under guard, shall be the financial responsibility of SHP, nor shall such person(s) be included in the daily population count.

Inmates on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, shall not be included in the daily population count, and shall not be the responsibility of SHP with respect to the payment or the furnishing of their health care services.

The costs of medical services rendered to inmates who become ill or who are injured while on such temporary release or work-release shall not then become the financial responsibility of SHP after their return to the Jail. This relates solely to the costs associated with treatment of a particular illness or injury incurred by an inmate while on such temporary release. In all cases, SHP shall be responsible for providing medical care for any inmate who, after return to the Jail, presents to SHP medical staff on-site at the Jail to the extent such care can be reasonably provided on-site, or SHP shall assist with arrangements to obtain outside medical care as necessary. The costs of medical services associated with a particular illness or injury incurred by an inmate while on temporary release or work-release may be the personal responsibility of the inmate, or covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses. In the absence of adequate insurance coverage, or other source of payment for medical care expenses, as between the parties to this Agreement, such costs shall not be the financial responsibility of SHP.

Persons in the physical custody of other police or other penal jurisdictions at the request of KPD, by Court order or otherwise, are likewise excluded from the Jail's population count and are not the responsibility of SHP for the furnishing or payment of health care services.

1.7 Elective Medical Care. SHP shall not be responsible for providing elective medical care to inmates, unless expressly contracted for by the CITY. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of SHP's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by KPD prior to provision of such services.

1.8 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services SHP is obligated to arrange under this Agreement, KPD shall, upon prior request by SHP, its employees, agents, subcontractors, assignees or independent contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, SHP shall arrange all emergency ambulance transportation of inmates in accordance with Section 1.4 of this Agreement.

ARTICLE II: PERSONNEL.

2.1 Staffing. SHP shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement, and as described in Exhibit A. KPD acknowledges SHP's right to maintain a flexible schedule for the on-site nurse staffing hours, and, that SHP shall not provide medical staff on SHP-designated holidays and there shall be an allowance for a reasonable number of absences for medical staff vacation and sick days. SHP, and/or its lawful assignee(s) will provide a physician, as described in Exhibit A, as appropriate, licensed and in good standing in the State of Tennessee as Medical Director, to provide required supervision of SHP's employees, agents, subcontractors, assignees and independent contractors, in their performance of health care services and/or administrative services related thereto.

CITY acknowledges that, in the event of a serious emergency or injury, KPD and Jail staff members will not be required to contact SHP's medical staff prior to seeking immediate medical attention for any inmate with a potentially life-threatening injury or illness or whose condition may otherwise warrant emergency medical care.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by SHP to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Tennessee law.

2.3 KPD's Satisfaction with Health Care Personnel. If KPD becomes dissatisfied with any health care personnel provided by SHP hereunder, or by any independent contractor, subcontractors or assignee, SHP, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from KPD of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to KPD, SHP shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom KPD has expressed dissatisfaction. Should removal of an individual become necessary, SHP will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of SHP.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either SHP or KPD in the direct rendering of any health care services.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, SHP will engage certain health care professionals as independent contractors rather than as employees. KPD consents to such subcontracting or delegation. As the relationship between SHP and these health care professionals will be that of independent contractor, SHP will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. SHP will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, SHP shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of SHP under this Agreement, SHP shall provide CITY proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000.00) coverage per occurrence and five million dollars (\$5,000,000.00) aggregate.

2.6 Discrimination. During the performance of this Agreement, SHP, its employees, agents, subcontractors, assignees and independent contractors agree as follows:

a. None will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

ARTICLE III REPORTS AND RECORDS

3.1 Medical Records. CITY acknowledges that SHP's responsibility for all inmate medical records shall commence on the effective date of this Agreement, and that the responsibility for all inmate medical records prior to the effective date of this Agreement shall rest solely with the KPD. Nothing in this Agreement shall be interpreted to impose responsibility on SHP for inmate medical records prior to the effective date of this Agreement. KPD does further acknowledge, however, that SHP will assist KPD with the fulfillment of requests for production of medical records for those medical services provided prior to the effective date of this Agreement, and by doing so does not assume any responsibility for such records. It is mutually understood by both parties that, during the term of this Agreement, SHP shall serve as the Records Custodian in all medical record matters, in accordance with all applicable laws.

Commencing on the effective date of this Agreement, SHP shall cause and require to be maintained a complete and accurate medical record for each inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws and KPD's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to KPD as custodian of the person of the patient. Medical records shall be kept confidential. When handling or transmitting Protected Health Information, SHP personnel shall, at all times, be responsible for such handling or transmitting of Protected Health Information in a secure manner. Subject to applicable law regarding confidentiality of such records, SHP shall comply with Tennessee law and KPD's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by SHP except as provided by KPD's policy, by a court order, or

otherwise in accordance with the applicable law. SHP shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with KPD. However, KPD shall provide SHP with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

3.2 Regular Reports by SHP to KPD. SHP shall provide to KPD, on a date and in a form mutually acceptable to SHP and KPD, reports relating to services rendered under this Agreement.

3.3 Inmate Information. Subject to the applicable Tennessee law, in order to assist SHP in providing the best possible health care services to inmates, KPD will provide SHP with information pertaining to inmates that SHP and KPD mutually identify as reasonable and necessary for SHP to adequately perform its obligations hereunder.

3.4 SHP Records Available to KPD with Limitations on Disclosure. SHP shall make available to KPD, at KPD's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. KPD understands that written operating policies and procedures employed by SHP in the performance of its obligations hereunder are proprietary in nature and shall remain the property of SHP and shall not be disclosed without written consent or as required by Tennessee Code Annotated 10-7-503 et seq. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by KPD, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by SHP. Proprietary information developed by SHP shall remain the property of SHP.

3.5 KPD Records Available to SHP with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, KPD shall provide SHP, at SHP's request, KPD's records relating to the provision of health care services to inmates as may be reasonably requested by SHP or as are pertinent to the investigation or defense of any claim related to SHP's conduct. Consistent with applicable law, KPD will make available to SHP such inmate medical records as are maintained by KPD, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent KPD has any control over those records) as SHP may reasonably request. Any such information provided by KPD to SHP that KPD considers confidential shall be kept confidential by SHP and shall not, except as may be required by law, be distributed to any third party without the prior written approval of KPD.

ARTICLE IV: SECURITY

4.1 General. SHP and KPD understand that adequate security services are essential and necessary for the safety of SHP's employees, agents, subcontractors, assignees or independent contractors, as well as for the security of inmates and KPD's staff, consistent with the correctional setting. KPD will take all reasonable steps to provide sufficient security to enable SHP to safely and adequately provide the health care services described in this Agreement. It is expressly understood by KPD and SHP that the provision of security and safety for the SHP personnel is a continuing precondition of SHP's obligation to provide its services in a routine, timely, and proper fashion.

4.2 Loss of Equipment and Supplies. KPD shall not be liable for loss of or damage to equipment and supplies of SHP, its employees, agents, subcontractors, assignees or independent contractors, unless such loss or damage was caused solely by the negligence of KPD or its employees.

4.3 Security During Transportation Off-Site. KPD shall provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the Jail and any other location for off-site services as contemplated herein.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

5.1 General. KPD agrees to provide SHP with reasonable and adequate office and medical space, facilities, equipment, local telephone and telephone line and utilities and KPD will provide necessary maintenance and housekeeping of the office and medical space and facilities.

5.2 Delivery of Possession. KPD will provide to SHP, beginning on the date of commencement of this Agreement, possession and control of all KPD medical and office equipment and supplies in place at the Jail's health care unit. At the termination of this or any subsequent Agreement, SHP will return to KPD's possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by KPD at the inception of this Agreement, any equipment or instruments required by SHP during the term of this Agreement shall be purchased by SHP at its own cost. At the end of this Agreement, or upon termination, KPD shall be entitled to purchase SHP's equipment and instruments at an amount determined by a mutually agreed depreciation schedule.

5.4 General Maintenance Services. KPD agrees that it is proper for SHP to provide each and every inmate receiving health care services the same services and facilities available to, and/or provided to, other inmates at the Jail.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. This Agreement shall commence on July 8, 2015. The initial term of this Agreement shall end on June 30, 2016, and shall be automatically extended for additional one-year terms, subject to KPD funding availability, unless either party provides written notice to the other of its intent to terminate at the end of the period.

6.2 Termination. This Agreement, or any extension thereof, may be terminated as otherwise provided in this Agreement or as follows:

a. Termination by Agreement. In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

b. Termination by Cancellation. This Agreement may be canceled without cause by either party upon sixty (60) days prior written notice in accordance with Section 9.3 of this Agreement.

c. Annual Appropriations and Funding. This Agreement shall be subject to the annual appropriation of funds by the Board of Mayor and Aldermen. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then KPD shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Jail, will be transferred from SHP to KPD.

ARTICLE VII. COMPENSATION.

7.1 Base Compensation. KPD will compensate SHP based on the twelve- month annualized price of \$30,000.00 during the initial term of this Agreement, payable in monthly installments. Monthly installments during the initial term of this Agreement will be in the amount of \$2,500.00 each. SHP will bill KPD approximately thirty days prior to the month in which services are to be rendered. KPD agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

7.2 Increases in Inmate Population. KPD and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 13. If the average daily inmate population exceeds 13 inmates for any given calendar month, the compensation payable to SHP by KPD shall be increased by a per diem rate of \$3.25 for each inmate over 13. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 13, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 18 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Jail Administrator and other involved KPD officials, and following appropriate notification to KPD.

7.3 Future Years' Compensation. The amount of compensation (i.e., annual base price and per diem rate as defined in Sections 7.1 and 7.2, respectively) to SHP shall increase at the beginning of each contract year. The amount of compensation shall increase by two percent (2%) for the renewal period effective July 1, 2016, and by two percent (2%) for the renewal period effective July 1, 2017. SHP shall provide written notice to KPD of the amount of compensation increase requested for renewal periods effective on or after July 1, 2018, or shall otherwise negotiate mutually agreeable terms with KPD prior to the beginning of each annual renewal period.

7.4 Inmates From Other Jurisdictions. Medical care rendered within the Jail to inmates from jurisdictions outside the City of Kingsport, and housed in the Jail pursuant to written contracts between KPD and such other jurisdictions will be the responsibility of SHP, but as limited by Section 1.6. Medical care that cannot be rendered within the Jail will be arranged by SHP, but SHP shall have no financial responsibility for such services to those inmates.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.

8.1 Insurance. At all times during this Agreement, SHP shall maintain professional liability insurance covering SHP for its work at KPD, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate. SHP shall provide CITY with a Certificate of Insurance evidencing such coverage and shall have CITY named as an additional insured. In the event of any expiration, termination or modification of coverage, SHP will notify CITY in writing. SHP will, upon request, provide CITY with a certified copy of the declarations page for such insurance policy or policies.

8.2 Lawsuits Against CITY. In the event that any lawsuit (whether frivolous or otherwise) is filed against CITY, its elected officials, employees and agents based on or containing any allegations concerning SHP's medical care of inmates and the performance of SHP's employees, agents, subcontractors, assignees or independent contractors, the parties agree that SHP, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. SHP agrees to indemnify and hold harmless CITY, its employees and agents, from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the aforementioned program of health care services provided by SHP, caused in part or wholly by the negligence, and/or action or inaction of SHP, its employees, agents, subcontractors, assignees or independent contractors. This duty to indemnify shall include all attorneys' fees and litigation costs and expenses of any kind whatsoever. CITY shall promptly notify SHP of any incident, claim, or lawsuit of which CITY becomes aware and shall fully cooperate in the defense of such claim, but SHP shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require SHP to indemnify CITY, or its employees and agents for any claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of its own negligence and/or its own actions or inactions.

To the extent permitted by the Tennessee Governmental Tort Liability Act, found at T.C.A. Section 29-20-101 et seq., CITY agrees to be responsible for claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the operation of the Jail and solely out of its negligence and/or action or inaction, or that of its employees or agents. SHP shall promptly notify KPD of any incident, claim, or lawsuit of which SHP becomes aware and shall fully cooperate in the defense of such claim, but the KPD shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement be construed to require CITY to indemnify SHP, its employees, agents, subcontractors, assignees or independent contractors from SHP's, its employees', agents' subcontractors', assignees' or independent contractors' own negligence and/or their own actions or inactions.

ARTICLE IX: MISCELLANEOUS.

9.1 Independent Contractor Status. The parties acknowledge that SHP is an independent contractor engaged to provide medical care to inmates at the Jail under the direction of SHP management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. SHP shall not assign this Agreement to any other corporation without the express written consent of KPD which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve SHP of its independent obligation to provide the services and be bound by the requirements of this Agreement.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

a. KPD: Kingsport City Police Department
c/o Kingsport City Jail Administrator
200 Shelby Street
Kingsport, Tennessee 37660

With a copy to: City Attorney

City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

b. SHP: Southern Health Partners, Inc.

2030 Hamilton Place Boulevard, Suite 140
Chattanooga, Tennessee 37421
Attn: President

Notices shall be effective upon receipt regardless of the form used.

9.4 Governing Law and Disputes. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Tennessee, except as specifically noted. Disputes between the Parties shall, first, be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction.

9.5 Compliance with Law. Each party represents and warrants to the other that it will, at all times, materially comply with both federal and state laws applicable to it. Specifically, the parties agree and acknowledge that the legal environment in which they operate is heavily regulated and that they intend to comply with all legal requirements applicable to this Agreement.

9.6 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.7 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

9.8 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.9 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that SHP is neither bound by nor aware of any other existing contracts to which CITY is a party and which relate to the providing of medical care to inmates at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.10 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.11 Liaison. The Kingsport City Jail Administrator or his designee shall serve as the liaison with SHP.

9.12 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.13 Time of Essence. Time is and shall be of the essence of this Agreement.

9.14 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.15 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.16 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A

Page 1 through 7 of the Proposal of Services Inmate Healthcare Program, Kingsport City Jail, Kingsport, Tennessee, dated April 23, 2015, submitted by SHP to CITY

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

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

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

ADOPTED this the 7th day of July, 2015.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Awarding the Bid for Purchasing Copier Paper

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

Action Form No.: AF-168-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: Committee
 Presentation By: C. McCartt; S. Crawford

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on April 29, 2015 for the purchase of copier paper for use in City and Schools locations for FY16. It is recommended to approve the award to the apparent low bidder Staples Contract & Commercial, Inc. The estimated annual cost for copier paper is \$102,000.00

Recognizing that industry wide price changes do occur with paper products, the City included the following provision in the bid document: "Prices will remain firm until an industry wide price increase or decrease occurs. At which time, the City will receive a written notice at least ten days prior to the effective date of the change in pricing stating such changes. Additional documentation regarding industry wide price changes will be required from the manufacturer through the vendor at the request of the City."

Funding is identified in various City and Schools accounts.

Attachments:

1. Resolution
2. Bid Opening Minutes

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR PURCHASE OF COPIER PAPER FOR FISCAL YEAR 2016 FOR USE BY THE CITY, INCLUDING THE CITY SCHOOLS, TO STAPLES CONTRACT AND COMMERCIAL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 29, 2015, for the purchase of copier paper for use by the city and the city schools; and

WHEREAS, upon review of the bids, the board finds Staples Contract & Commercial, Inc. is the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase copier from Staples Contract & Commercial, Inc., at an estimated annual cost of \$102,000.00; and

WHEREAS, funding will be provided from various city and schools accounts.

Now therefore,

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

SECTION I. That the bid for purchase of copier paper for use by the city including the city schools for fiscal year 2016 is awarded to Staples Contract & Commercial, Inc. at an estimated annual cost of \$102,000.00 and the city manager is authorized to execute purchase orders for same.

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

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

ADOPTED this the 7th day of July, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
April 29, 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:

COPIER PAPER				
Vendor:	*Contract Paper Group	**Office Depot	***Supply Works	****Staples
8.5 x 11, White, 20 Lb., Long Grain, 500 Sheets per Ream, 10 Reams per Case – Domtar	No Bid	\$33.99	No Bid	No Bid
8.5 x 11, White, 20 Lb., Long Grain, 500 Sheets per Ream, 10 Reams per Case – Other	\$29.30	No Bid	\$28.69	\$27.79
8.5 x 14, White, 20 Lb., Long Grain, 500 Sheets per Ream, 10 Reams per Case – Domtar	No Bid	\$49.43	No Bid	No Bid
8.5 x 14, White, 20 Lb., Long Grain, 500 Sheets per Ream, 10 Reams per Case – Other	\$38.70	No Bid	\$37.25	\$37.67
11 x 17, White, 20 Lb., Long Grain, 500 Sheets per Ream, 5 Reams per Case – Domtar	No Bid	\$38.64	No Bid	No Bid
11 x 17, White, 20 Lb., Long Grain, 500 Sheets per Ream, 5 Reams per Case – Other	\$29.20	No Bid	\$33.98	\$32.99

*All pricing is based on a 20 case minimum. Price firm through 9/31/15.

**All pricing and terms are per TCPN contract.

***Domtar has not returned our calls to quote.


****Paper is manufactured today by International Paper. Staples often changes source of legal and ledger paper to Domtar Paper throughout the year. With respect to Section 17, Terms and Conditions, Staples proposes that if awarded the bid, the pricing contained in this proposal is contingent on an all-or-none award. Staples' proposal is only valid if all items are awarded a single vendor.

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



AGENDA ACTION FORM

Donation of Property at Reedy Creek Terrace as Wetlands

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

Action Form No.:	AF-182-2015	Final Adoption:	July 7, 2015
Work Session:	July 6, 2015	Staff Work By:	R. Trent; S. Robbins
First Reading:	NA	Presentation By:	S. Robbins

Recommendation:
Approve the Resolution.

Executive Summary:
BRG Investments (Roger Ball) proposes to donate 4.306 acres of property from the tract known as Reedy Creek Terrace on North Eastman Road. The property lies within the floodway of Reedy Creek and is primarily wetlands. The Stormwater Utility proposes to accept this tract as a means of preserving and maintaining the wetlands and protecting the water quality of Reedy Creek. Acceptance of the property will also allow for the construction of a connector to the City's Greenbelt. The property is identified as tax map 046M, parcel D-008.00

Attachments:
1. Resolution
2. Location Map

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF 4.306 ACRES OF
REAL PROPERTY FROM BRG INVESTMENTS AND
AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS
NECESSARY AND PROPER TO ACCEPT THE DONATION

WHEREAS, BRG Investments would like to donate approximately 4.306 acres of land from the property known as Reedy Creek Terrace on North Eastman Road; and

WHEREAS, the land is primarily wetlands and lies within the floodway of Reedy Creek; and

WHEREAS, the city would like to accept this donation for the purposes of preserving and maintaining the wetlands and protecting the water quality of Reedy Creek; and

WHEREAS, acceptance of the property will also allow for the construction of a connector to the city's greenbelt.

Now therefore,

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

SECTION I. That the donation to the city from BRG Investments of approximately 4.306 acres of land from the property known as Reedy Creek Terrace on North Eastman Road, is accepted.

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, all documents necessary and proper to effectuate the acceptance of the donation.

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

ADOPTED this the 7th day of July, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



HOLSTON VALLEY
BROADCASTING CORP.
D.B. 275A PG, 206

1% ANNUAL
CHANCE

3
4.306 AC.

2
4.557 AC.
1880

CITY OF KINGSPORT
GREENBELT



LOCATION MAP
N.T.S.

LEGEND

- IR(0) IRON ROD, OLD
- IRC(0) IRON ROD CAP, OLD
- UNMARKED POINT
- CM(0) CONCRETE MONUMENT (OLD)
- D.B. DEED BOOK
- PG. PAGE
- P.D. PLAT BOOK
- MH MANHOLE
- PP POWER POLE
- AC ACRES
- R/W RIGHT OF WAY
- [723] 911 ADDRESS
- Ⓢ SANITARY SEWER MANHOLE
- T/E/C TELEPHONE/ELECTRIC/ CABLE
- ELEC ELECTRIC

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S87°25'18"E	84.58
L2	N22°43'52"E	98.54
L3	N67°14'31"W	16.04
L4	N67°15'31"W	24.10
L5	N67°15'54"W	30.03
L6	N74°19'58"W	24.23
L7	N67°17'37"W	45.50

CURVE TABLE			
CURVE	RADIUS	LENGTH	CHORD BEARING DISTANCE
C1	29.50	31.77	N62°08'00"E 30.26
C2	37.00	58.07	S21°38'10"E 53.29

PALACE VENDING, INC.
D.B. 2354C PG. 676
D.B. 1835C PG. 538



ADVANCED COPY



ALLEY & ASSOCIATES, INC.

• SURVEYORS •
243 E MARKET STREET
KINGSPORT, TENNESSEE 37660
TELEPHONE (423) 392-8896
FAX : (423) 392-8888
E-MAIL: llingerfel@alleyassociates.com

NOTES:

- NORTH BASED ON N 40°15'30" E AS SHOWN ON UNRECORDED PLAT ENTITLED "MODERN BAKERY, INCORPORATED" BY HALE LAND SURVEYING DATED MARCH 25, 1996
- PROPERTY IS ZONED B-3
SETBACKS:
FRONT 20'
REAR 30'
SIDE 0'
- SETBACKS TO CONFORM TO ZONING DESIGNATION
THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47163C0045D EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND THAT THE ABOVE PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN
- JOB NO. 14-9870
- ACAD FILE 14-9870 CITY OF KPT (REEDY CREEK TERRACE) DWG
- FIELD INFORMATION ELECTRONIC DATA COLLECTED
- TAX MAP 46-W "D" PART OF PARCEL 8
- DEED REFERENCE: D.B. 2554C, PAGE 721
- 5/8" IRON RODS SET ON ALL CORNERS UNLESS OTHERWISE NOTED.

LOT 2 AND LOT 3

REEDY CREEK TERRACE

KINGSPORT REGIONAL PLANNING COMMISSION


TOTAL ACRES	0.888	TOTAL LOTS	2
ACRES NEW ROAD	0	MILES NEW ROAD	0
OWNER	BBG INVESTMENTS	CIVIL DISTRICT	11TH
SURVEYOR	ALLEY & ASSOCIATES, INC.	CLOSURE ERROR	1:10,000
SCALE 1"=80'	80 40 0 80 160		

<p>CERTIFICATE OF OWNERSHIP AND DEDICATION</p> <p>I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OURS) FREE CONSENT, ESTABLISH THE BUILDING LINES, AND INDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.</p> <p>DATE: _____ 20____</p> <p>OWNER</p>	<p>CERTIFICATE OF ACCURACY</p> <p>I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE KINGSPORT, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON.</p> <p>DATE: _____ 20____</p> <p>REGISTERED SURVEYOR</p>	<p>CERTIFICATE OF APPROVAL OF STREET LIGHTING SYSTEM</p> <p>I HEREBY CERTIFY THAT THE STREET LIGHT SYSTEM DESIGNED FOR THIS SUBDIVISION COMPLIES WITH THE CITY OF KINGSPORT'S POLICIES ON ROADWAY LIGHTING WITHIN THE CITY OF KINGSPORT, AND ANY REQUIRED CHARGES FOR THE PURCHASE AND INSTALLATION HAVE BEEN MET.</p> <p>DATE: _____ 20____</p> <p>TRAFFIC ENGINEERING MANAGER</p>
<p>CERTIFICATION OF THE APPROVAL FOR CITY ADDRESSING ASSIGNMENT</p> <p>I HEREBY CERTIFY THAT THE ADDRESSES, AS NOTED ON THE FINAL PLAN, ARE APPROVED AS ASSIGNED.</p> <p>DATE: _____ 20____</p> <p>CITY GIS DIVISION DIRECTOR OF CITY ADDRESSING</p>	<p>CERTIFICATION OF THE APPROVAL OF STREETS</p> <p>I HEREBY CERTIFY: (1) THAT THE STREETS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS OR (2) ADEQUATE RIGHTS-OF-WAY DEDICATION UPON AN EXISTING PUBLIC ROAD SHALL SERVE THESE LOTS AS PROPOSED.</p> <p>DATE: _____ 20____</p> <p>CITY ENGINEER</p>	<p>CERTIFICATION OF THE APPROVAL OF SEWERAGE SYSTEM</p> <p>I HEREBY CERTIFY THAT THE SEWERAGE DISPOSAL SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS THE REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION AND IS HEREBY APPROVED AS SHOWN.</p> <p>DATE: _____ 20____</p> <p>KINGSPORT AUTHORIZING AGENT</p>
<p>CERTIFICATION OF THE APPROVAL OF PUBLIC WATER SYSTEM</p> <p>I HEREBY CERTIFY THAT THE PUBLIC WATER UTILITY SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS THE REQUIREMENTS OF THE KINGSPORT WATER UTILITY SYSTEM AND IS HEREBY APPROVED AS SHOWN.</p> <p>DATE: _____ 20____</p> <p>KINGSPORT AUTHORIZING AGENT</p>	<p>CERTIFICATE OF APPROVAL FOR RECORDING</p> <p>I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KINGSPORT, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE SULLIVAN COUNTY REGISTER. IF REQUIRED, A SURETY BOND IN THE AMOUNT OF \$_____ HAS BEEN POSTED WITH THE KINGSPORT REGIONAL PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.</p> <p>DATE: _____ 20____</p> <p>SECRETARY, KINGSPORT REGIONAL PLANNING COMMISSION</p>	



AGENDA ACTION FORM

Agreement with the Greater Kingsport YMCA and Eastman Credit Union

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

Action Form No.: AF-195-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: Mike Billingsley
 Presentation By: Jeff Fleming

Recommendation:

Approve the Resolution.

Executive Summary:

The YMCA is refinancing its facility next to the Kingsport Aquatic Center and will obtain additional funds for improvements. To accomplish the refinancing the YMCA and Eastman Credit Union have requested that the city enter into a Tri Party Agreement, a copy of which is set out in the attached resolution, recognizing the financing arrangement, including what could occur in the event of a default. This agreement is almost identical to the one the city approved when the YMCA obtained its original financing for the project with another financial institution.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A TRI-PARTY AGREEMENT WITH THE GREATER KINGSPORT YOUNG MEN'S CHRISTIAN ASSOCIATION, INC. AND EASTMAN CREDIT UNION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Greater Kingsport Young Men's Christian Association, Inc. (YMCA) is refinancing its facility located next to the Kingsport Aquatic Center and will obtain additional funds for improvements; and

WHEREAS, the YMCA and Eastman Credit Union have requested that the city enter into a Tri Party Agreement; and

WHEREAS, the agreement will recognize the financing arrangement and what could occur in the event of a default; and

WHEREAS, the agreement is almost identical to the one the city approved when the YMCA obtained its original financing for the project with another financial institution.

Now therefore,

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

SECTION I. That a Tri-Party Agreement with the Greater Kingsport Young Men's Christian Association, Inc. and Eastman Credit Union is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Greater Kingsport Young Men's Christian Association, Inc. and Eastman Credit Union and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

TRI-PARTY AGREEMENT

This TRI-PARTY AGREEMENT is made and entered into as of the ____ day of July, 2015, by and among the CITY OF KINGSPORT, TENNESSEE, a municipal corporation ("Lessor") with an address of 225 W. Center Street, Kingsport, TN 37660, Attn: City Attorney; GREATER KINGSPORT YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Tennessee not-for-profit corporation ("Lessee") with an address of 1840 Meadowview Parkway, Kingsport, TN 37664, Attn: Executive Director; and EASTMAN CREDIT UNION ("Leasehold Mortgagee") with an address of 2021 Meadowview Lane, Kingsport, TN 37660, Attn: Director, Business Services.

WITNESSETH:

WHEREAS, by a Ground Lease dated March 12, 2012, a copy of which is attached hereto as Exhibit A and which Memorandum thereof is of record in Book 3045, Page 1838, Register of Deeds' Office for Sullivan County, Tennessee, and First Amendment to Ground Lease and First Amendment to Memorandum of Ground Lease dated March 1, 2013, of record in Book 3070, page 1819 (such instrument(s) being hereinafter together referred to as the "Lease"), Lessor has demised and leased to Lessee certain premises ("Demised Premises") located in Sullivan County, Tennessee, the Demised Premises being more particularly described in the Lease, to have and hold the Demised Premises for an original term of forty (40) years from the Commencement Date (as defined in the

Lease); and

WHEREAS, Leasehold Mortgagee has agreed to loan funds to Lessee for the purpose of refinancing existing indebtedness of Lessee and funding the construction and equipping of additional improvements to the Demised Premises (the "Loan"); and

WHEREAS, to secure the payments of the Loan, Lessee has entered into a Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing in favor of Leasehold Mortgagee on the Demised Premises dated as of the date hereof (the "Mortgage") for the benefit of Leasehold Mortgagee; and

WHEREAS, Leasehold Mortgagee desires that Lessor recognize Leasehold Mortgagee's rights under the Lease in the event of the occurrence of an event of default by Lessee under the terms of the Lease; and

WHEREAS, the Demised Premises are a portion of certain property (the "City Property") acquired by the Lessor from Eastman Chemical Company ("Eastman"); and

WHEREAS, the City Property was conveyed by Eastman subject to Eastman retaining a reversionary interest in the City Property; and

WHEREAS, Eastman has agreed to subordinate its reversionary interest to the Mortgage pursuant to and subject to the terms and conditions of a Subordination Agreement (the "Subordination Agreement") between Eastman and the Leasehold Mortgagee to which Lessor is a third-party beneficiary; and

WHEREAS, pursuant to the Subordination Agreement, the Lessor is given the option to terminate the Ground Lease and thereby acquire Lessee's interest therein, upon the terms and conditions set forth therein if an event of default occurs with respect to Lessee under certain documents relating to the Loan.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants of the parties hereto in order to induce Leasehold Mortgagee to make the Loan, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree for themselves and their successors, assigns, and representatives, until written notice of satisfaction or termination of the Mortgage is given by the Leasehold Mortgagee to Lessor, as follows:

1. Lessor hereby consents to the placing of the Mortgage on Lessee's leasehold interest in the Demised Premises in favor of Leasehold Mortgagee and acknowledges that satisfactory notice of such Mortgage has been given to Lessor. Without limiting the foregoing, Lessor is providing such consent for purpose of Sections 12 and 15 of the Ground Lease and Article IX of the certain Development Agreement dated as of March 12, 2012, as amended by Addendum Number 1 to the Development Agreement dated the day of June, 2012, (the "Development Agreement") between Lessor and Lessee. Notwithstanding any provisions of the Lease or the Development Agreement to the contrary, the assignment and conveyance of the Lease pursuant to the Mortgage, the assignment and conveyance of the Lease pursuant to the foreclosure of the Mortgage or in lieu of the foreclosure of the Mortgage and the subsequent assignment and conveyance of the Lease by the Leasehold Mortgagee following the acquisition by Leasehold Mortgagee of Lessee's interest in the Demised Premises shall not be a default under the Lease or Development Agreement or otherwise require the consent of Lessor. Each assignment or conveyance referred to in the previous sentence is sometimes referred to herein as a "Permitted Transfer." Lessor and Lessee furthermore agree that there shall be no cancellation, surrender, modification, or amendment of the Lease by joint action of Lessor and Lessee without the prior written consent of Leasehold Mortgagee.

2. Lessor will give Leasehold Mortgagee a copy of any notice, demand or other communication from Lessor to Lessee required by the Lease simultaneously with the giving thereof to Lessee. No exercise by Lessor of any right, power or remedy with respect to any failure of or default by Lessee in the performance of an obligation, nor any termination of the Lease in connection therewith, shall have any effect until Lessor shall have so provided to Leasehold Mortgagee written notice of such failure, default, or termination, as the case may be.

3. Leasehold Mortgagee may make any payment or perform any act or obligation required to be made or performed by Lessee under the Lease with the same effect as if made or performed by Lessee within the time permitted for the curing of such failure or default for the Lessee following the notice specified in the Lease, provided, however, that such period of time for Leasehold Mortgagee to cure any such default shall not be less than the following:

- a. fifteen (15) days after the receipt of notice of any monetary default; or
- b. thirty (30) days after the receipt of notice of any non-monetary default, subject to paragraph 4 below.

4. In case of a failure or default by Lessee in the performance or observance of any term, covenant, condition or agreement on Lessee's part to be performed under the Lease, other than a term, covenant, condition or agreement requiring the payment of a sum of money (including a failure or

default of such nature that it cannot be practicably cured by Leasehold Mortgagee without taking possession of the Demised Premises, or a failure or default not susceptible of being cured by Leasehold Mortgagee) then Lessor shall not reenter the Demised Premises or serve a notice of election to terminate the Lease, or bring a proceeding to dispossess Lessee and/or other occupants of the Demised Premises or terminate the Lease, by reason of such a default pursuant to the Lease or any statute now or hereafter enacted, or otherwise, if and so long as:

a. In the case of a default which can practicably be cured by Leasehold Mortgagee without taking possession of the Demised Premises, Leasehold Mortgagee shall deliver to Lessor, prior to the date on which Lessor shall be entitled to exercise such rights, a written instrument wherein Leasehold Mortgagee confirms to Lessor that it will cure such default, and Leasehold Mortgagee diligently pursues such cure;

b. In the case of a default which cannot practicably be cured by Leasehold Mortgagee without taking possession of the Demised Premises, Leasehold Mortgagee shall proceed diligently, subject to any stay in any proceedings involving the insolvency of Lessee, to obtain possession of the Demised Premises as mortgagee (including possession as a receiver), and, upon obtaining such possession, shall diligently proceed to cure such default; and

c. In the case of a default which is not susceptible of being cured by Leasehold Mortgagee, Leasehold Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion, subject to any stay in any proceedings involving the insolvency of Lessee (unless in the meantime Leasehold Mortgagee or a nominee shall acquire Lessee's estate hereunder by assignment in lieu of foreclosure or otherwise). In such instance, Leasehold Mortgagee or any person acquiring the Demised Premises pursuant to a Permitted Transfer shall not be required to cure any default not susceptible of being cured, and the same shall no longer be considered defaults hereunder. Leasehold Mortgagee shall not be required to continue to proceed to obtain possession, or to continue in possession as mortgagee of the Demised Premises or to continue to prosecute foreclosure proceedings if any default shall be cured.

5. Any rejection of the Lease by any trustee of Lessee in any bankruptcy, reorganization, arrangement or similar proceeding which would, if it were not for this Agreement, cause the Lease to terminate, shall, without any action or consent by Lessor, Lessee, or Leasehold Mortgagee, effect the transfer of Lessee's interest thereunder to the Leasehold Mortgagee or its nominee. Leasehold Mortgagee may terminate the Lease upon any such transfer by giving notice thereof to Lessor no later than thirty (30) days after notice from Lessor of such transfer. Upon such termination, Leasehold Mortgagee shall have no further obligations hereunder (including any obligations which may have accrued prior to such termination) unless Leasehold Mortgagee shall request a new Lease under paragraph 6 hereof, in which event all prior obligations accruing to the effective date of the new lease shall be payable at the date of its effectiveness notwithstanding the earlier rejection and termination.

6. In the event of the termination of the Lease, or of any succeeding lease made pursuant to the provisions of this paragraph 6, prior to its stated expiration date, Lessor will upon request enter into a new lease with Leasehold Mortgagee for the remainder of the Lease Term, effective as of the date of such termination, upon the terms, covenants, and conditions of the Lease, provided:

a. Leasehold Mortgagee makes written request upon Lessor for such new lease within thirty (30) days from the date of such termination and such written request is accompanied by an agreement to pay to Lessor all amounts then due to Lessor accruing prior to the taking of possession by Leasehold Mortgagee or nominee thereof;

b. Leasehold Mortgagee pays to Lessor at the time of the execution and delivery of said new lease, any and all sums which would at such time be due under the Lease, but for such termination, and any expenses, including reasonable counsel fees, court costs, and disbursements incurred by Lessor in connection with any such default and termination, less the net income, if any, collected by Lessor from the Demised Premises subsequent to the date of termination of the Lease and prior to the execution and delivery of the new lease. Any excess of such net income over the aforesaid sums and expenses shall be applied in payment of the rent thereafter becoming due under said new lease; and

c. Any new lease will include the limitations on the terms of the Lease contained in this Agreement and will permit subsequent assignment by the Leasehold Mortgagee.

7. Lessor shall give Leasehold Mortgagee notice of any condemnation proceedings of which Lessor has received written notice from the condemning authority affecting the Demised Premises, and Leasehold Mortgagee shall have the right to intervene and be made a party to any such condemnation proceedings. Lessee's interest in any award or damages for such taking is hereby set over, transferred, and assigned to Leasehold Mortgagee to the extent that such transfer and assignment is provided for by the terms of the Mortgage.

8. Leasehold Mortgagee shall be given notice of any arbitration or judicial proceeding or mediation by or between Lessor and Lessee with respect to a material provision or default of Lessee and shall

have the right to intervene therein and be made a party to such proceedings and shall receive notice of and a copy of any award or decision made in such proceedings.

9. The name of Leasehold Mortgagee shall be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Lessee under the Lease. Lessor hereby covenants and agrees that, notwithstanding any provision of the Lease to the contrary, Leasehold Mortgagee shall be entitled to participate in any settlement regarding insurance and condemnation proceeds or awards relating to the Demised Premises or any improvements situated thereon, to collect and hold any such proceeds or awards, and to determine and direct whether any such proceeds or awards are made available for restoration or are applied to the repayment of the Loan as provided in the Leasehold Mortgage.

10. Lessor hereby certifies as follows to Leasehold Mortgagee:

a. Lessor is the owner of the fee simple estate in the Demised Premises, and is the Lessor under the Lease.

b. The Lease is in full force and effect in accordance with its terms and has not been assigned, supplemented, modified or otherwise amended and each of the obligations on Lessor's part to be performed to date under the Lease have been performed.

c. To the best of Lessor's knowledge, each of the obligations on Lessee's part to be performed to date under the Lease have been performed. Further, Lessee has submitted to Lessor all documents requiring Lessor's approval in accordance with the provisions of the Lease and Lessor has received and approved each of the same.

d. To the best of Lessor's knowledge, Lessee has no offsets, counterclaims, defenses, deductions, or credits whatsoever with respect to the Lease, no default exists under the Lease, and there exists no state of facts which, with the giving of notice or lapse of time, or both, would constitute a default thereunder.

e. There are, with respect to the Lease, no options to renew or extend, and no security deposits escrows, or prepaid rent or liens, except as set forth therein. To the extent applicable, the basic, additional and percentage rents, all pass-throughs of taxes, expenses, and other items, and all other sums payable by the Lessee to the Lessor, including utility charges during the original and any renewal term of the Lease are all as set forth in the Lease and the Development Agreement.

f. There do not exist any other agreements (including subordination, non-disturbance and attornment agreements) concerning the Demised Premises, whether oral or written between Lessor and Lessee (or their respective predecessors or successors) under the Lease, other than in favor of Leasehold Mortgagee.

g. As of the date hereof, no rent is due from Lessee under the Lease.

11. Leasehold Mortgagee and its successors and assignees shall not become personally liable under any agreements, terms, covenants, or conditions of the Lease unless and until it becomes the owner of the leasehold estate and then only to the extent of its estate in the Demised Premises. Upon any assignment of the Lease by Leasehold Mortgagee, Leasehold Mortgagee shall be relieved of any further liability which may accrue under the Lease from and after the date of such assignment, provided that the assignee shall execute and deliver to Lessor a recordable instrument of assumption wherein such assignee shall assume and agree to perform and observe the covenants and conditions in the Lease contained on Lessee's part to be performed and observed, it being the intention of the parties that once an assignee shall succeed to Leasehold Mortgagee, such assignment shall effect a release of the Leasehold Mortgagee's liability under the Lease.

12. If Lessee shall fail to exercise any option to extend the term of the Lease as may be provided in the Lease, Lessor shall send to Leasehold Mortgagee notice by registered mail of such failure, and such option shall be thereupon extended for a period of sixty (60) days after such notice. Leasehold Mortgagee may, during said extended period, exercise any such option and Lessor shall thereupon enter into a new lease with Leasehold Mortgagee or its nominee or assignee for said extended term in accordance with the terms and conditions of and to the extent provided in paragraph 6 hereof.

13. There shall be no merger of the Lease, nor of the leasehold estate created thereby, with the fee estate in the Demised Premises by reason of the fact that the same persons, firm, corporation, or other entity may acquire or own or hold, directly or indirectly, the Lease or the leasehold estate created by the Lease or any interest therein and the fee estate in the Demised Premises or any interest in such fee estate unless any and all entities, including Leasehold Mortgagee, having any interest in the Lease or the leasehold estate created by the Lease and the fee estate in the Demised Premises or any part thereof or any interest in such fee estate, shall join in a written instrument effecting such merger and shall duly record the same.

14 Lessor agrees that the first sentence of Section 3 of the Lease relating to the use of the Leased Premises shall not apply to Leasehold Mortgagee, any assignee thereof or any purchaser upon the foreclosure of the Mortgage. Notwithstanding any provision therein to the contrary, Lessee may assign its interest in the Development Agreement to Leasehold Mortgagee, and Leasehold

Mortgagee may reassign its rights thereunder to any person or entity that acquires Lessee's leasehold interest in the Demised Premises pursuant to a Permitted Transfer. In the event Leasehold Mortgagee takes leasehold title to the Demised Premises or any other person or entity takes leasehold title to the Demised Premises pursuant to a Permitted Transfer, any persons who are members in or have a comparable relationship to the facility then being operated by Leasehold Mortgagee or other transferee of the Demised Premises shall continue to have a right of access to the Aquatics Center provided the Leasehold Mortgagee or other transferee pays a monthly fee equivalent to the "Monthly Fee" arrangement currently in place between the YMCA and the City of Kingsport which is as follows: The YMCA will each month contribute to the Center an amount equal to ten percent (10%) of YMCA membership revenue for that month, which includes all revenue pertaining to membership with the YMCA including the revenue received from "scholarship" members, but excluding joining fees used to fund repair and replacement of YMCA's capital equipment and facilities, the "Monthly Fees", in exchange for access during normal operating hours to the same extent as paying members of the general public to all Center facilities (both indoor and outdoor) by YMCA members at no additional fee. It is the intent and understanding of the City and the YMCA that this amount is not greater than the fair market value for such access to the Center by YMCA members.) Notwithstanding any other provision of this Agreement to the contrary, Leasehold Mortgagee shall not have the right to assign the Lease pursuant to a Permitted Transfer unless prior to such assignment, Leasehold Mortgagee shall deliver to Lessor a favorable opinion of nationally recognized bond counsel acceptable to the City to the effect that such assignment will not adversely affect the tax-exempt status of any bonds or other indebtedness incurred by Lessor. Lessor shall fully cooperate with Leasehold Mortgagee in connection with obtaining such opinion by providing information regarding the tax-exempt status of the City's bonds or other indebtedness as Leasehold Mortgagee may reasonably request that is not subject to confidentiality. Any assignment by Leasehold Mortgagee of the Lease shall be conditioned upon the assignee agreeing to such terms, if any, as may be deemed necessary by bond counsel in order for such assignment not to adversely affect the tax-exempt status of any of the City's bonds or other indebtedness.

15. Lessor and Lessee agree that Section 23.02 of the Management Agreement dated as of March 12, 2012, between Lessor and Lessee shall not apply to any transfer to Leasehold Mortgagee or other Permitted Transfer, and in the event such Section 23.02 becomes applicable for any reason, Lessor and Lessee agree that the purchase price shall in no event be less than the outstanding principal amount of the Loan.

16. Lessor and Lessee agree that Section 13.02 of the Development Agreement shall not apply to any transfer to Leasehold Mortgagee or other Permitted Transfer, and in the event Section 13.02 becomes applicable for any reason and Lessor exercises its Option Rights thereunder, Lessor and Lessee agree that the purchase price shall in no event be less than such amount necessary to provide net sale proceeds sufficient to pay the then outstanding principal amount and accrued interest of the Loan.

17. If Lessor is entitled to cause a termination of the Lease pursuant to the terms of paragraph 3 of the Subordination Agreement, Lessee will fully cooperate with Lessor and the Leasehold Mortgagee in connection with such termination and agrees to execute all documents requested by Lessor to effectuate such termination.

18. Any provisions of the Lease which are inconsistent herewith are hereby supplemented and replaced by the provisions hereof to the extent of such inconsistency.

19. This Agreement and every part thereof shall be binding upon the parties hereto and upon their respective heirs, legal representatives, executors, administrators, successors and assigns, as fully as though everywhere specifically mentioned.

20. The failure of either party, at any time, to require the performance by the other of any agreement, term, provision, covenant, or condition hereof shall in no way affect its right hereafter to enforce the same, nor shall the failure of either party to act with respect to any breach of any agreement, term, provision, covenant, or condition hereof by the other party be taken or held to be a waiver of any succeeding breach thereof or as a waiver of the agreement, term, provision, covenant, or condition itself.

21. If any term of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. All notices to be given pursuant to this Agreement shall be sufficient if personally delivered, mailed by U.S. Mail, postage prepaid, certified or registered mail, return receipt requested, or forwarded by a nationally recognized overnight courier service, to the addresses of the parties hereto given above, or to such other address as a party may request in writing. Any time period provided in the giving of

any notice hereunder shall commence upon the date such notice is delivered or deposited in the Mail or with such courier service, as applicable.

23. The gender and number terms used in this Agreement are used as reference terms only and shall apply to the same effect whether the parties are of the masculine or feminine gender, corporate, or other form, and the singular shall likewise include the plural.

24. The entirety of this Agreement is set forth herein and any documents referred to herein and there is no other verbal or other agreement, understanding, or custom affecting this Agreement. This Agreement may not be amended, modified, or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification, or discharge is sought. Further, there shall be no mutual cancellation, surrender or amendment of or modification of the Lease without the prior written consent of the Leasehold Mortgagee.

25. This Agreement and all rights, obligations and liabilities arising hereunder shall be interpreted and construed according to the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day, month, and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of July, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Execute a Release Agreement for Paschall Truck Lines

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

Action Form No.: AF-183-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: Tommy Hughes
 Presentation By: Jeff Fleming

Recommendation:

Approve the Resolution.

Executive Summary:

On July 8, 2014, a street sign was damaged when it was struck by a truck owned by Paschall Truck Lines. The city contacted Paschall Truck Lines for recovery of the cost to replace the sign, which was \$110.47. Paschall Truck Lines agreed to the payment provided a signed release agreement is executed by the city for the payment, and such will close this claim. When received the payment of \$110.47 will be credited to the General Fund Account.

The wording of the release is contained in the attached resolution.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROPERTY DAMAGE RELEASE WITH PASCHALL TRUCK LINES FOR PROPERTY DAMAGE TO A STREET SIGN THAT OCCURRED ON JULY 8, 2014, AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPERTY DAMAGE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RESOLUTION

WHEREAS, on July 8, 2014, a truck owned by Paschall Truck Lines struck and damaged a city street sign; and

WHEREAS, this caused damage to the city in the amount of \$110.47; and

WHEREAS, Paschall Truck Lines has agreed to pay for the damages, provided the city executes a release; and

WHEREAS, the payment will reimburse the city for its expenses and damages caused to the property by the accident.

Now therefore,

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

SECTION I. That the Property Damage Release with Paschall Truck Lines for property damage to a street sign that occurred on July 8, 2014, 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, a Property Damage Release with Paschall Truck Lines for property damage to a street sign that occurred on July 8, 2014, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of this resolution, said Property Damage Release being as follows:

PROPERTY DAMAGE RELEASE

That the undersigned, being of lawful age, for sole consideration of **one hundred ten and 47/100 dollars (\$110.47)** to be paid to **City of Kingsport** do hereby and for our heirs, executors, administrators, successors and assigns release, acquit and forever discharge Paschall Truck Lines, Inc., and his, her, their or its agents, servants, heirs, executors, administrators and all other persons, firms, corporations, associations, or partnerships or and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting to or resulting from the occurrence on or about the **8th day of July 2014**, at or near **Kingsport TN**.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital. Signed this ____ day of _____, 2015.

[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 Property Damage Release set out herein that do not substantially alter the material provisions of the release, 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 7th day of July, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER


APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Sublease Agreement at the Regional Center for Applied Technology for the HiSet Program

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

Action Form No.: AF-179-2015
Work Session: July 6, 2015
First Reading: N/A

Final Adoption: July 7, 2015
Staff Work By: Morris Baker
Presentation By: Morris Baker

Recommendation:

Approve the Resolution.

Executive Summary:

The Kingsport Higher Education Commission, the appointed body who oversees the lease agreements in the Academic Village, Facilities Subcommittee is recommending to the BMA approval of a sublease agreement between Northeast State Community College (NeSCC) and the Kingsport City School (KCS) system.

The City of Kingsport presently has a lease agreement for the Regional Center for Applied Technology (RCAT) facility with the Tennessee Board of Regents, on behalf of NeSCC. In accordance with that lease agreement, NeSCC is requesting consent to enter into to a zero (\$0) sublease with the KCS for the HiSet (formerly GED) program for the time period July 1, 2015 through June 30, 2016. NeSCC has subleased this space to KCS for HiSet since October 2010.

The HiSet program occupies three classrooms in RCAT totaling 2,402 square feet.

Attachments:

1. Resolution
2. Lease Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH NORTHEAST STATE COMMUNITY COLLEGE FOR SPACE AT THE REGIONAL CENTER FOR APPLIED TECHNOLOGY (RCAT) FOR THE KINGSPORT CITY SCHOOLS HISET PROGRAM; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Northeast State Community College (NCSS) has a lease with the city for three facilities, the Regional Center for Applied Technology (RCAT) and the Regional Center for Health Professions (RCHP) and the Kingsport Center for Higher Education (KCHE); and

WHEREAS, the Kingsport City Schools has been subleasing space for the HiSet (formerly GED) program in the RCAT building from NSCC since October 2010;

WHEREAS, the lease will allow the Kingsport City Schools to sublease space in the RCAT building for the HiSet (formerly GED) program at no cost for the period of July 1, 2015 through June 30, 2016;

Now therefore,

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

SECTION I. That an agreement for the Kingsport City Schools to sublease space for the HiSet program at the Regional Center for Applied Technology (RCAT) through Northeast State Community College at no rental fee for the period of July 1, 2015 through June 30, 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 and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the lease agreement for the Kingsport City Schools to sublease space for the HiSet program at the Regional Center for Applied Technology (RCAT) through Northeast State Community College at no rental fee for the period of July 1, 2015 through June 30, 2016, a copy of which is attached as EXHIBIT A, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

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

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

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

ADOPTED this the 7th day of July, 2015.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

SUB-LEASE AGREEMENT

This Instrument Prepared By:



Administrative use only:

Agency: _____

Allotment Code: _____

No. _____

Northeast State Community College
Vice President for Business Affairs
2425 Highway 75 – P. O. Box 246
Blountville, TN 37617

This Lease, entered into as of this _____ day of _____,
made by and between

**The City of Kingsport, on behalf of
Kingsport City Schools**

hereinafter called the Lessee, and

**the Tennessee Board of Regents, on behalf of
Northeast State Community College,**

hereinafter called the State.

WITNESSETH:

1. LOCATION: The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the County of Sullivan, City of Kingsport, located at 222 West Main Street

2. DESCRIPTION: The premises above are more particularly described as follows:

Room #121 Classroom	924 sq ft.
Room #122 Classroom	831
Room #123 Classroom	647
2,402 Total primary sq. ft.	

3. USE: The above described premises will be used by the Lessee for the purpose of High School Equilivanecy (HiSet) Classes

and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all federal, state, and local laws and rules and regulations, as well as the policies of the Tennessee Board of Regents.

4. TERM: The term of this lease shall commence on July 1, 2015 and shall end on June 30, 2016 with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy,

provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. RENTAL: The Lessee agrees to pay to the State as rent for said premises the sum of:

annual rent of \$ -0-, payable in installments of \$ -0- per month.
Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. TERMINATION:

- a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required	Lessee Earliest Termination Date	Lessee Advance Notice Required
July 1, 2015	90 days	July 1, 2015	90 days

- b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:
- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
 - (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. ABANDONMENT: Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 60 days	Minimum Contents Hold: 60 days
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8. NOTICES: All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the

Lessee at: **Lyle Ailshie**
Kingsport City Schools
1701 E. Center Street
Kingsport, TN 37660

To the

State at: **Northeast State Community College**
Office of Vice President for Business Affairs
P. O. Box 246
Blountville, TN 37617

- 9. ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
- 10. INSPECTION:** The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 11. ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
- 12. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
- 13. QUIET POSSESSION:** State agrees that Lessor shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
- 15. DESTRUCTION:**
- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
 - b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
 - c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. **LIABILITY:** The Local Government, being a political subdivision of the State, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101 et seq., for causes sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly. Subject to this provision the parties will be responsible for the liability from their own negligence arising from the construction, maintenance, existence and use of the project.

17. **UTILITIES:** The State shall be responsible for furnishing the following utilities:
Electricity, water, and sewer

Lessee shall be responsible for payment of all other utilities.

18. **TIME OF THE ESSENCE:** Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

19. **HOLDING OVER:** In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

All furniture, fixtures, and equipment for these classrooms are the responsibility of Kingsport City Schools.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

Attest:

By: _____

Name: John Clark

Title: Mayor

Name: _____

Title: _____

Approved as to form:

By: _____

Name: Lyle Ailshie

Title: Superintendent

Kingsport City Schools

Name: _____

Title: _____

STATE

BY: _____
Dr. Janice H. Gilliam, President
Northeast State Community College

BY: _____ NR
Chancellor
Tennessee Board of Regents

BY: _____ NR
Commissioner of Finance and Administration

**Approved as to
form and legality:** _____ NR
Attorney General

BY: _____ NR
Governor

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, the undersigned Notary Public of the State and County aforementioned, personally appeared Dr. Janice H. Gilliam, President of Northeast State Community College, with whom I am personally acquainted and who, upon oath, acknowledged that she is the President of Northeast State Community College, and that she as President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of Northeast State Community College by herself as President.

Witness my hand and seal at office, this _____ day of _____, 2010.

Notary Public

My Commission Expires:

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, the undersigned Notary Public of the State and County aforementioned, personally appeared Dennis R. Phillips, Mayor of the City of Kingsport, with whom I am personally acquainted and who, upon oath, acknowledged that he is the Mayor, and that he as Mayor, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the City of Kingsport by himself as Mayor.

Witness my hand and seal at office, this _____ day of _____, 2010.

Notary Public

My Commission Expires:



AGENDA ACTION FORM

Agreement to Offer Higher Education Programs / Courses in the Kingsport Center for Higher Education and Sub-lease Agreement for Office Space, Common Areas and Classroom Space

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

Action Form No.: AF-180-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: Morris Baker
 Presentation By: Morris Baker

Recommendation:

Approve the Resolution.

Executive Summary:

The Kingsport Center for Higher Education, at the present time, has six higher education institutions offering programs. They are Northeast State Community College (NeSCC), the University of Tennessee, King College and Lincoln Memorial University, Tusculum College and Milligan College. The agreement attached provides the outline for the method by which educational services are provided at the Kingsport Center for Higher Education for the upcoming year.

The sub-lease agreements attached will be between NeSCC and the other higher education institutions and outline the parameters for space utilization. These agreements must be approved by the BMA to allow NeSCC to sublease space pursuant to the lease agreement for the KCHE between the city and NeSCC. The sublease agreement is a zero dollar lease agreement and outlines out space allocated to each institution.

The Agreement allowing participating institutions to offer Higher Education programs/ courses in the KCHE along with the NeSCC space utilization agreements have been reviewed by the Kingsport Higher Education Commission members, appointed by the BMA. Each participating institution will pay a \$50,000 annual fee to NeSCC and be eligible to provide programs approved by the Commission. The programs listed in Exhibit A of the Agreement have approved by the Kingsport Higher Education Commission. The agreement is the same as last years. These agreements will be in effect for a one year period.

Attachments:

1. Resolution / Agreement - King Univ., Lincoln Memorial Univ., The Univ. of Tennessee, Tusculum College and Milligan College.
3. Sub-lease Agreements - NeSCC and King Univ., Lincoln Memorial Univ., The Univ. of Tennessee, Tusculum College and Milligan College.

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AGREEMENTS WITH THE UNIVERSITY OF TENNESSEE, KING UNIVERSITY, LINCOLN MEMORIAL UNIVERSITY, TUSCULUM COLLEGE AND MILLIGAN COLLEGE PROVIDING CLASSES AT THE KINGSFORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITIES BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS OR THIS RESOLUTION

WHEREAS, Northeast State Community College, the University of Tennessee, King University, Lincoln Memorial University, Tusculum College and Milligan College offer programs at the Kingsport Center for Higher Education; and

WHEREAS, agreements are needed with the University of Tennessee, King University, Lincoln Memorial University, Tusculum College and Milligan College to offer educational services at the Kingsport Center for Higher Education for the upcoming school year;

Now therefore,

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

SECTION I. That the agreement with the University of Tennessee for educational services at the Kingsport Center for Higher Education 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, an agreement with, the University of Tennessee at the Kingsport Center for Higher Education, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Agreement Between City of Kingsport
And The University of Tennessee

This Agreement shall be in effect from July 1, 2015 through June 30, 2016 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and *The University of Tennessee*.

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and
WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year;
and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2015 – June 30, 2016). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION IV. That the agreement with the King University for educational services at the Kingsport Center for Higher Education is approved.

SECTION V. 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, an agreement with King University at the Kingsport Center for Higher Education, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Agreement Between City of Kingsport
And King University

This Agreement shall be in effect from July 1, 2015 through June 30, 2016 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and *King University*.

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and
WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and
WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2015 – June 30, 2016). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION VII. That the agreement with the Lincoln Memorial University for educational services at the Kingsport Center for Higher Education is approved.

SECTION VIII. 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, an agreement with Lincoln Memorial University at the Kingsport Center for Higher Education, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Agreement Between City of Kingsport
And Lincoln Memorial University

This Agreement shall be in effect from July 1, 2015 through June 30, 2016 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and *Lincoln Memorial University*. WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise

this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2015 – June 30, 2016). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION X. That the agreement with the Tusculum College for educational services at the Kingsport Center for Higher Education is approved.

SECTION XI. 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, an agreement with Tusculum College at the Kingsport Center for Higher Education, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Agreement Between City of Kingsport
And Tusculum College

This Agreement shall be in effect from July 1, 2015 through June 30, 2016 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and *Tusculum College*.

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and
WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2015 – June 30, 2016). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION XIII. That the agreement with the Milligan College for educational services at the Kingsport Center for Higher Education is approved.

SECTION XIV. 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, an agreement with Milligan College at the Kingsport Center for Higher Education, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Agreement Between City of Kingsport
And Milligan College

This Agreement shall be in effect from July 1, 2015 through June 30, 2016 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and *Milligan College*.

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2015 – June 30, 2016). Any additional

programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION XVI. That the sublease agreements, subleasing a portion of the Kingsport Higher Education Center to the University of Tennessee, King University, Lincoln Memorial University, Tusculum College and Milligan College by Northeast State Community College to enable such entities to provide the programs set out in the various agreements with the City of Kingsport at the Kingsport Center for Higher Education is approved, and the mayor or in his absence, incapacity, or failure to act, the vice-mayor, are authorized and directed to execute, in a form approved by the city attorney, all documents necessary and proper and to take such acts as necessary, to effectuate the purpose of this resolution.

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

ADOPTED this the 7th day of July, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Agreement
Between
City of Kingsport
And
The University of Tennessee

This Agreement shall be in effect from July 1, 2015 through June 30, 2016 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and *The University of Tennessee*.

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and

WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If

NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2015 – June 30, 2016). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with

the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

CITY OF KINGSFORT

THE UNIVERSITY OF TENNESSEE

John Clark, Mayor

Dr. Joe. DiPietro, President

ATTEST:

James H. Demming, City Recorder

APPROVE AS TO FORM:

J. Michael Billingsley, City Attorney

Agreement
Between
City of Kingsport
And
Lincoln Memorial University

This Agreement shall be in effect from July 1, 2015 through June 30, 2016 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and *Lincoln Memorial University*.

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and

WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If

NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2014 – June 30, 2015). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

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- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with

the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

CITY OF KINGSFORT

LINCOLN MEMORIAL UNIVESITY

John Clark, Mayor

Dr. B. James Dawson, President

ATTEST:

James H. Demming, City Recorder

APPROVE AS TO FORM:

J. Michael Billingsley, City Attorney

Agreement
Between
City of Kingsport
And
King University

This Agreement shall be in effect from July 1, 2015 through June 30, 2016 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and *King University*.

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and

WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If

NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2014 – June 30, 2015). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with

the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

CITY OF KINGSFORT

KING UNIVESITY

John Clark, Mayor

Dr. Richard A. Ray, Interim President

ATTEST:

James H. Demming, City Recorder

Mr. James P. Donohue, CFO

APPROVE AS TO FORM:

J. Michael Billingsley, City Attorney

Agreement
Between
City of Kingsport
And
Milligan College

This Agreement shall be in effect from July 1, 2015 through June 30, 2016 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and *Milligan College*.

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and

WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If

NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2014 – June 30, 2015). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with

the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

CITY OF KINGSFORT

Milligan College

John Clark, Mayor

Dr. Bill Greer, President

ATTEST:

James H. Demming, City Recorder

APPROVE AS TO FORM:

J. Michael Billingsley, City Attorney

Agreement
Between
City of Kingsport
And
Tusculum College

This Agreement shall be in effect from July 1, 2015 through June 30, 2016 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and *Tusculum College*.

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and

WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If

NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2014 – June 30, 2015). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with

the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

CITY OF KINGSFORT

TUSCULUM COLLEGE

John Clark, Mayor

Dr. Nancy Moody, President

ATTEST:

James H. Demming, City Recorder

APPROVE AS TO FORM:

J. Michael Billingsley, City Attorney



**Northeast State Community College
Office of the Chief Financial Officer
P. O. Box 246
Blountville, TN 37617**

This Lease, entered into as of this _____ day of _____,
made by and between

Milligan College

hereinafter called the Lessee, and

the Tennessee Board of Regents, on behalf of
Northeast State Community College

hereinafter called the State.

WITNESSETH:

- 1. LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of Sullivan, City of Kingsport, located at 300 West Market St.

- 2. DESCRIPTION:** The premises above are more particularly described as follows:
Office Number KC110

3. USE: The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents (TBR Policy 1:03:02:50).

- 4. TERM:** The term of this lease shall commence on July 1, 2015 and shall end on June 30, 2016 with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy,

provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. **RENTAL:** The Lessee agrees to pay to the State as rent for said premises the sum of:

Annual rent of \$ 0.
Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. **TERMINATION:**

- a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 90 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 90 days
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- b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:

- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
- (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. **ABANDONMENT:** Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
-------------------------------------	---------------------------------------

8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the **Dr. Bill Greer, President**
Lessee at: **Milligan College**
P.O. Box 500
Milligan College, TN 37682

To the **Janice H. Gilliam, Ed.D.**
State at: **Northeast State Community College**
P.O. Box 246 – 2425 Hwy. 75
Blountville, TN 37617-0246

- 9. ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
- 10. INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 11. ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
- 12. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
- 13. QUIET POSSESSION:** State agrees that Lessor shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
- 15. DESTRUCTION:**
- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
 - b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
 - c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the

Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. **LIABILITY:** Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.
17. **UTILITIES:** The State shall be responsible for furnishing the following utilities:
Electricity, natural gas, water, sewer, telephone, and internet accessibility

Lessee shall be responsible for payment of all other utilities.
18. **TIME OF THE ESSENCE:** Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.
19. **HOLDING OVER:** In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.
20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.
 1. An additional operational MOU will be developed and agreed upon when the use of lab space is required.
 2. Printing and copying costs will be reported and related charges invoiced quarterly at the following rates: Black & White Pages, under 5,000 pages per quarter – no charge; Over 5,000 pages per quarter - \$0.10/page. Color Pages are charged @ \$0.25/page.

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IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

BY: _____

Name: _____

Title: _____

STATE

BY: _____

Janice H. Gilliam, President
Northeast State Community College

BY: N/A _____

John G. Morgan, Chancellor
Tennessee Board of Regents

BY: N/A _____

Steven G. Cates, Commissioner
Department of General Services

**Approved as to
form and legality: N/A** _____
Attorney General



**Northeast State Community College
Office of the Chief Financial Officer
P. O. Box 246
Blountville, TN 37617**

This Lease, entered into as of this _____ day of _____,
made by and between

Lincoln Memorial University
hereinafter called the Lessee, and
the Tennessee Board of Regents, on behalf of
Northeast State Community College
hereinafter called the State.

WITNESSETH:

- 1. LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of Sullivan, City of Kingsport, located at 300 West Market St.

- 2. DESCRIPTION:** The premises above are more particularly described as follows:
Office number KC108

3. USE: The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents (TBR Policy 1:03:02:50).

- 4. TERM:** The term of this lease shall commence on July 1, 2015 and shall end on June 30, 2016 with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy,

provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. **RENTAL:** The Lessee agrees to pay to the State as rent for said premises the sum of:

Annual rent of \$ 0.
Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. **TERMINATION:**

- a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. State will not end the lease for convenience during an academic term. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 90 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 90 days
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- b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:

- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
- (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. **ABANDONMENT:** Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
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8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessee at: **Mrs. Evelyn G. Smith**
Lincoln Memorial University
6965 Cumberland Gap Parkway
Harrogate, TN 37752

To the State at: **Janice H. Gilliam, Ed.D.**
Northeast State Community College
P.O. Box 246 – 2425 Hwy. 75
Blountville, TN 37617-0246

- 9. ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
- 10. INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 11. ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
- 12. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
- 13. QUIET POSSESSION:** State agrees that Lessee shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
- 15. DESTRUCTION:**
- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
 - b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
 - c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the

Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. LIABILITY: Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.

17. UTILITIES: The State shall be responsible for furnishing the following utilities:

Electricity, natural gas, water, sewer, telephone, and internet accessibility

Lessee shall be responsible for payment of all other utilities.

18. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

19. HOLDING OVER: In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

1. An additional operational MOU will be developed and agreed upon when the use of lab space is required.
2. Printing and copying costs will be reported and related charges invoiced quarterly at the following rates: Black & White Pages, under 5,000 pages per quarter – no charge; Over 5,000 pages per quarter - \$0.10/page. Color Pages are charged @ \$0.25/page.

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IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

BY: _____

Name: _____

Title: _____

STATE

BY: _____

Janice H. Gilliam, President
Northeast State Community College

BY: N/A _____

John G. Morgan, Chancellor
Tennessee Board of Regents

BY: N/A _____

Steven G. Cates, Commissioner
Department of General Services

**Approved as to
form and legality: N/A** _____
Attorney General



Northeast State Community College
Office of the Chief Financial Officer
P. O. Box 246
Blountville, TN 37617

This Lease, entered into as of this _____ day of _____,
made by and between

University of Tennessee
hereinafter called the Lessee, and
the Tennessee Board of Regents, on behalf of
Northeast State Community College
hereinafter called the State.

WITNESSETH:

- 1. LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of Sullivan , City of Kingsport, located at 300 West Market St.

- 2. DESCRIPTION:** The premises above are more particularly described as follows:
Office Number KC107

3. USE: The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents (TBR Policy 1:03:02:50).

- 4. TERM:** The term of this lease shall commence on July 1, 2015 and shall end on June 30, 2016 with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy,

provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. **RENTAL:** The Lessee agrees to pay to the State as rent for said premises the sum of:

Annual rent of \$ 1.00.
Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. **TERMINATION:**

- a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 90 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 90 days
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- b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:
- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
 - (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. **ABANDONMENT:** Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
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8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the **Katherine N. High, Ed.D.**
Lessee at: **The University of Tennessee**
 Office of Academic Affairs and Student
 Success
 821 Andy Holt Tower
 Knoxville, TN 37996-0149

To the **Janice H. Gilliam, Ed.D.**
State at: **Northeast State Community College**
 P.O. Box 246 – 2425 Hwy. 75
 Blountville, TN 37617-0246

- 9. ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
- 10. INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease; it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 11. ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
- 12. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
- 13. QUIET POSSESSION:** State agrees that Lessee shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
- 15. DESTRUCTION:**
- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
 - b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
 - c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the

Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. LIABILITY: Lessee is self-insured under the Tennessee Claims Commission Act. Tenn. Code Ann. 9-8-301et seq, which covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.

17. UTILITIES: The State shall be responsible for furnishing the following utilities:
Electricity, natural gas, water, sewer, telephone, and internet accessibility

Lessee shall be responsible for payment of all other utilities.

18. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

19. HOLDING OVER: In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

1. **An additional operational MOU will be developed and agreed upon when the use of lab space is required.**
2. **Printing and copying costs will be reported and related charges invoiced quarterly at the following rates: Black & White Pages, under 5,000 pages per quarter – no charge; Over 5,000 pages per quarter - \$0.10/page. Color Pages are charged @ \$0.25/page.**

This space left intentionally blank.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

BY: _____

Name: _____

Title: _____

STATE

BY: _____

Janice H. Gilliam, President
Northeast State Community College

BY: N/A _____

John G. Morgan, Chancellor
Tennessee Board of Regents

BY: N/A _____

Steven G. Cates, Commissioner
Department of General Services

**Approved as to
form and legality: N/A** _____
Attorney General



**Northeast State Community College
Office of the Chief Financial Officer
P. O. Box 246
Blountville, TN 37617**

This Lease, entered into as of this _____ day of _____,
made by and between

King University

hereinafter called the Lessee, and

the Tennessee Board of Regents, on behalf of
Northeast State Community College

hereinafter called the State.

WITNESSETH:

- 1. LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of Sullivan, City of Kingsport, located at 300 West Market St.

- 2. DESCRIPTION:** The premises above are more particularly described as follows:
Office Number KC109

3. USE: The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents (TBR Policy 1:03:02:50).

- 4. TERM:** The term of this lease shall commence on July 1, 2015 and shall end on June 30, 2016 with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy,

provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. **RENTAL:** The Lessee agrees to pay to the State as rent for said premises the sum of:

Annual rent of \$ 0
Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. **TERMINATION:**

- a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 90 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 90 days
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- b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:
- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
 - (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. **ABANDONMENT:** Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
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8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the **James Donahue, Vice President**
Lessee at: **King Univesity**
1350 King College Road
Bristol, TN 37621

To the **Janice H. Gilliam, Ed.D.**
State at: **Northeast State Community College**
P.O. Box 246 – 2425 Hwy. 75
Blountville, TN 37617-0246

- 9. ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
- 10. INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 11. ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
- 12. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
- 13. QUIET POSSESSION:** State agrees that Lessor shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
- 15. DESTRUCTION:**
- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
 - b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
 - c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the

Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. **LIABILITY:** Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.
17. **UTILITIES:** The State shall be responsible for furnishing the following utilities:
Electricity, natural gas, water, sewer, telephone, and internet accessibility

Lessee shall be responsible for payment of all other utilities.
18. **TIME OF THE ESSENCE:** Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.
19. **HOLDING OVER:** In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.
20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.
 1. An additional operational MOU will be developed and agreed upon when the use of lab space is required.
 2. Printing and copying costs will be reported and related charges invoiced quarterly at the following rates: Black & White Pages, under 5,000 pages per quarter – no charge; Over 5,000 pages per quarter - \$0.10/page. Color Pages are charged @ \$0.25/page.

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IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

BY: _____

Name: _____

Title: _____

STATE

BY: _____

Janice H. Gilliam, President
Northeast State Community College

BY: N/A _____

John G. Morgan, Chancellor
Tennessee Board of Regents

BY: N/A _____

Steven G. Cates, Commissioner
Department of General Services

**Approved as to
form and legality: N/A** _____
Attorney General



**Northeast State Community College
Office of the Chief Financial Officer
P. O. Box 246
Blountville, TN 37617**

This Lease, entered into as of this _____ day of _____,
made by and between

Tusculum College

hereinafter called the Lessee, and

**the Tennessee Board of Regents, on behalf of
Northeast State Community College**

hereinafter called the State.

WITNESSETH:

- 1. LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of Sullivan, City of Kingsport, located at 300 West Market St.

- 2. DESCRIPTION:** The premises above are more particularly described as follows:
Office Number KC111

3. USE: The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents (TBR Policy 1:03:02:50).

- 4. TERM:** The term of this lease shall commence on
July 1, 2015 and shall end on June 30, 2016
with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy,

provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. **RENTAL:** The Lessee agrees to pay to the State as rent for said premises the sum of:

Annual rent of \$ 0.
Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. **TERMINATION:**

- a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 90 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 90 days
------------------------------------	--	-------------------------------------	---

- b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:
- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
 - (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. **ABANDONMENT:** Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
-------------------------------------	---------------------------------------

8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the
Lessee at:

To the
State at: **Janice H. Gilliam, Ed.D.**
Northeast State Community College
P.O. Box 246 – 2425 Hwy. 75
Blountville, TN 37617-0246

- 9. ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
- 10. INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 11. ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
- 12. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
- 13. QUIET POSSESSION:** State agrees that Lessor shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
- 15. DESTRUCTION:**
- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
 - b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
 - c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the

Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. LIABILITY: Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.

17. UTILITIES: The State shall be responsible for furnishing the following utilities:

Electricity, natural gas, water, sewer, telephone, and internet accessibility

Lessee shall be responsible for payment of all other utilities.

18. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

19. HOLDING OVER: In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

1. An additional operational MOU will be developed and agreed upon when the use of lab space is required.
2. Printing and copying costs will be reported and related charges invoiced quarterly at the following rates: Black & White Pages, under 5,000 pages per quarter – no charge; Over 5,000 pages per quarter - \$0.10/page. Color Pages are charged @ \$0.25/page.

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IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

BY: _____

Name: _____

Title: _____

STATE

BY: _____

Janice H. Gilliam, President
Northeast State Community College

BY: N/A _____

John G. Morgan, Chancellor
Tennessee Board of Regents

BY: N/A _____

Steven G. Cates, Commissioner
Department of General Services

**Approved as to
form and legality: N/A** _____

Attorney General



AGENDA ACTION FORM

Reconcile and Adjust Uncollectible Property Tax for Tax Year 2004

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

Action Form No.: AF-177-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: Karen Gilmore, Sid Cox
 Presentation By: Joe May

Recommendation:

Approve the Resolution to authorize the City Recorder to adjust delinquent property tax receivables as of June 30, 2015 (FY15), in the amount of \$27,044.77 for tax year 2004 and furthermore, authorize and direct the Mayor and City Recorder to execute any necessary pleadings on the delinquent tax collection lawsuit.

Executive Summary:

The adjusted levy for property taxes for the tax year 2004 was \$26,568,175.09. Of that amount, a total of \$27,044.77 has not been collected and is deemed uncollectible in base property taxes.

At the close of each fiscal year as part of the final accounting, an adjustment is made recognizing uncollectible delinquent property tax receivables. For the fiscal year ending June 30, 2015, the total property taxes that meet such criteria represents .1% of the total levy. Conversely, 99.9% of the total tax levy for tax year 2004 has been collected.

Reconciliation has been made of all property tax receivable, estimated uncollectible and deferred revenue accounts and it is recommended that this adjustment in the amount of \$27,044.77 be made.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2015 FOR THE TAX YEAR 2004; AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY DOCUMENTS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUITS

WHEREAS, reconciliation has been made of the real, personal and public utility property tax receivables, estimated uncollectible and deferred revenue accounts, and it is recommended that an adjustment to the final accounting be made; and

WHEREAS, the adjusted real, personal and public utility property tax levy for the tax year 2004 was \$26,568,175.09 ; and

WHEREAS, of that amount, a total of \$27,044.77 has not been collected; and

WHEREAS, as part of the final accounting, an adjustment needs to be made to recognize uncollectible receivables.

Now therefore,

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

SECTION I. That the city recorder is hereby, authorized to reconcile and adjust delinquent real, personal and public utility property tax receivables in Fiscal Year 2015 in the amount of, \$27,044.77 for tax year 2004.

SECTION II. That the city recorder and mayor are authorized to execute any pleadings necessary and proper for the delinquent tax collection lawsuit and all other documents necessary and proper to effectuate the purpose of the reconciliation.

SECTION III. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 7th day of July, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Accept the Gift of Property at Borden Park

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

Action Form No.: AF-193-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: Lynn Tully, AICP
 Presentation By: Lynn Tully, AICP

Recommendation:

Approve the Resolution as proposed.

Executive Summary:

A few years ago Eastman Chemical Company chose to purchase the old Borden Mill for future expansions. The property came with a variety of old utility easements and property across Borden Street. At this time the property owner would like to gift 1.77 acres of the property to the City for park and recreational use. The property proposed to be gifted is located at the northern corner of the intersection of Borden Street and Sullivan Street, and lies adjacent to the existing City of Kingsport Borden Park.

The donor has asked that the city maintain and operate the Property hereby conveyed and "Borden Park" as a public park in perpetuity.

Attachments:

1. Resolution to approve the Deed of Gift of property from Eastman Chemical Company
2. Location map of property
3. Map of property in context

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE DEED OF GIFT FOR PROPERTY AT THE CITY OF KINGSPORT'S BORDEN PARK FROM EASTMAN CHEMICAL COMPANY; AND AUTHORIZING THE MAYOR TO EXECUTE THE DONATION AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE DONATION OR THIS RESOLUTION

WHEREAS, Eastman Chemical Company, would like to donate property, consisting of approximately 1.77 acres to the city; and

WHEREAS, the property is located at the northern corner of the intersection of Borden Street and Sullivan Street and lies adjacent to the existing City of Kingsport Borden Park; and

WHEREAS, the property can be developed into additional parkland and will be protected from future development; and

Now therefore,

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

SECTION I. That the donation of property owned by Eastman Chemical Company, of approximately 1.77 acres at the northern corner of the intersection of Borden Street and Sullivan Street and lies adjacent to Borden Park, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Eastman Chemical Company for the donation of the approximately 1.77 acres of property at the northern corner of the intersection of Borden Street and Sullivan Street, adjacent to Borden Park and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

THIS DEED OF GIFT, made and entered into on this _____ day of _____, 2015, by and between **EASTMAN CHEMICAL COMPANY**, a Delaware corporation authorized to do business in Tennessee, hereinafter referred to as Grantor, and the **CITY OF KINGSPORT, TENNESSEE**, a municipal corporation of the State of Tennessee, hereinafter referred to as Grantee.

WITNESSETH:

WHEREAS, the City of Kingsport, Tennessee, a municipal corporation of the State of Tennessee, owns and maintains Borden Park for aesthetic, recreational and charitable purposes, for the use and benefit of its residents and the general public; and

WHEREAS, a portion of property which Grantor has recently acquired is contiguous to and previously has been used in conjunction with the City's Borden Park, and Eastman shares with the City the common purpose of continuing the existing use of the property hereby conveyed;

NOW, THEREFORE, for and in consideration of the premises and of the interest which

Grantor has for preserving and enhancing benefits to the residents of the City of Kingsport and the surrounding area, the Grantor hereby gives and conveys unto the Grantee certain land situated in the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, containing 1.77 acres, more or less, (the "Property"), more particularly described by Attachment "A" affixed hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the Grantee, in fee simple forever, subject to the following:

(a) Such matters affecting title as may have existed as of the conveyance to the Grantor by Warranty Deed dated September 22, 2011, of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 3008, at page 870;

(b) Ad valorem taxes for the year 2015, which taxes are to be prorated between the parties as of the date of this Deed;

(c) The rights of any parties whomsoever in and to any roads or ways, or portions thereof, located within the boundaries of the Property herein described, or to the use thereof;

(d) Any matters apparent from an inspection of the Property.

This conveyance is also subject to the following conditions and covenants:

(a) The Grantee affirmatively covenants that it will use, maintain and operate the Property hereby conveyed and "Borden Park" as a public park, and if the Grantee ceases to use, maintain and operate the Property and "Borden Park" as a public park for ninety (90) or more consecutive days, it shall be conclusively presumed that the use, maintenance and operation of the Property as a public park has been discontinued.

(b) The Grantee shall not transfer the Property or any portion thereof to any third party unless Grantor, in its sole discretion, agrees otherwise in writing.

(c) No residential, commercial or industrial activities of any kind shall be permitted on the Property; nor shall any dumping of trash, or garbage, or refuse, or other unsightly or offensive material, or use for any purpose constituting a public nuisance, shall be permitted on the Property.

(d) Should Grantee breach any of the foregoing conditions and covenants, Grantor may notify Grantee in writing that it exercises the right of re-entry and re-taking. If Grantor exercises its right to re-enter and re-take the Property hereunder, Grantee shall promptly convey the Property to Grantor by Special Warranty Deed, free from all liens or encumbrances, including, without limitation, mechanics' or materialmen's liens. If Grantor exercises its right to re-enter and re-take the Property, Grantor shall have the right at its option to require Grantee at Grantee's expense to remove any and all improvements from the Property and restore the Property to the same condition as it existed on the date of this Deed of Gift; and title to the Property shall revert to and reinvest in the Grantor, and Grantee shall lose and forfeit all of its right, title and interest in and to the whole Property. No failure, delay or forbearance of Grantor to enforce any of the foregoing conditions and covenants shall constitute or operate as a waiver by Grantor of any such violation by Grantee. Invalidity of any of the foregoing conditions and covenants of this paragraph by judgment or court order shall in no wise affect any of the other provisions, all of which shall remain in full force and effect.

ATTACHMENT "A"

Being a tract of land in the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, and being more particularly described as follows:

BEGINNING at an existing iron rod at the intersection of the northerly sideline of Borden Street and the easterly sideline of Sullivan Street; thence with Sullivan Street N. 41-31-49 W., 114.82 feet to an iron rod old, corner to City of Kingsport property; thence with City of Kingsport the following three calls: N. 58-00-59 E., 223.34 feet to an iron pipe; thence N. 80-53-55 E., 231.93 feet to an

iron rod old; thence S. 35-45-29 E., 205.33 feet to an iron rod old in the northerly sideline of Borden Street; thence with Borden Street, S. 80-52-03 W., 468.24 feet to the POINT OF BEGINNING.

Containing 1.77 acres, more or less, as shown on survey by Jan E. Stout, Tennessee RLS #2018, of BWSC, dated June 23, 2011, and being a portion of the property conveyed to Eastman Chemical Company by FM&W General Partnership, of record in Sullivan County, Tennessee, in Deed Book 3008, Page 870. The bearings of the preceding description are based on the Kingsport Geodetic Reference Network.

Together with all appurtenances thereunto belonging, including but not limited to all riparian rights and all right, title and interest in and to the banks and beds of any streams, and in and to any roads and ways adjacent to or on the property and in and to the lands on which they are located.

Tax I.D. #: 061F/C/055.00/000/11/061F.

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

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

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

ADOPTED this the 7th day of July, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Map of Property to be Gifted from Eastman Chemical Company



During the 1970s, the U.S. Environmental Protection Agency (EPA) conducted a series of studies on the health effects of asbestos. In 1975, the EPA published a report on the health effects of asbestos, which concluded that asbestos was a known human carcinogen. The report stated that asbestos exposure was linked to lung cancer, mesothelioma, and asbestosis. The EPA also found that asbestos exposure was linked to other health problems, such as chronic bronchitis and emphysema. The EPA's findings were based on a review of scientific studies and data from the National Cancer Institute (NCI). The EPA's report was a landmark document in the history of asbestos regulation in the United States. It led to the passage of the Asbestos Ban and Phase-Out Act in 1989, which prohibited the use of asbestos in many products. The EPA's report also led to the development of new safety standards for asbestos exposure in the workplace and in the home.

[illegible]REYNOLD DR
(407) 800-4411

—RECIBIR—
55 W 56.38 W

HEREBY CERTIFY THAT THIS IS A CATEGORY "S" SURVEY AND THE RATIO OF SECTION OF THE UNOCCUPIED SURVEY IS 1 TO 1000 AS SPECIFIED HEREON. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYS IN THE STATE OF ILLINOIS.

BWSC | BARGE
WAGGONER
SUMNER &
CANNON, INC.
ENGINEERS ARCHITECTS PLANNERS
AND SURVEYORS

For Quanta: Suite 1010, 80, Singapore, Parkway 116

[illegible]CITY OF KINGSPORT
DB 337A B150

TRACT 2 -
AREA= 1.77 acres
= 76,926.2 sq ft

TRACT 1
AREA= 35.38 acres
= 1,540,977.2 s.f.

NOTES

[illegible]

PREPARED FOR
EASTMAN CHEMICAL COMPANY
EASTMAN ROAD
KINGSPORT TENNESSEE 37664

PREPARED BY
BARBE WAGGONER SUMNER & COMPANY
FOUR SEVEN ONE FOUR SOUTH 100
KINGSPORT TENNESSEE 37660

LOCATION
701 BORDEN STREET
KINGSPORT TN 37660
TULLAHAM CO
11th CIVIL DISTRICT

BOUNDARY & TOPOGRAPHIC SURVEY

11th CIVIL DISTRICT
FM & W c/o FRED M. LEONARD PROPERTY
CITY OF KINGSPORT, SULLIVAN COUNTY TN

C1

PLI 40, 35071-26



AGENDA ACTION FORM

Release of Utility Easements on Borden Mill Property

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

Action Form No.: AF-194-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: Lynn Tully, AICP
 Presentation By: Lynn Tully, AICP

Recommendation:

Approve the Resolution as proposed.

Executive Summary:

A few years ago Eastman Chemical Company chose to purchase the old Borden Mill for future expansions. The property came with a variety of old utility easements and property across Borden Street. At this time the property owner would like the City to release any unused easements crossing the property. Three easements have been identified for release and pertinent City departments have reviewed and approved the release of these easements. No future use of these utility easements is warranted.

This release of easements will allow Eastman to more efficiently use the property that was purchased.

Attachments:

1. Resolution to approve Release of Easements from Eastman Chemical Company
2. Location map of easements on the property

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RELEASE OF UTILITY EASEMENTS ON PROPERTY OWNED BY EASTMAN CHEMICAL COMPANY; AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE OR THIS RESOLUTION

WHEREAS, Eastman Chemical Company, has requested that the city release unused utility easements on its property; and

WHEREAS, the property is located between North Eastman Road and Borden Street and includes a full city block; and

WHEREAS, the property contains utility easements that have been unused for several years and bisect the property at unusual angles and locations; and

WHEREAS, the city has no use for the easements; and

Now therefore,

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

SECTION I. That the release of three unused utility easements on property owned by Eastman Chemical Company 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 three agreements with Eastman Chemical Company for the release of unused city utility easements located on property owned by Eastman Chemical Company between North Eastman Road and Borden Street and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreements or this resolution, said agreement being as follows:

RELEASE OF EASEMENT

RECEIVED of EASTMAN CHEMICAL COMPANY, a Delaware corporation, successor in title to J. P. STEVENS & CO., INC., a Delaware corporation, One Dollar (\$1.00), in consideration of which the CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation, hereby releases and quitclaims unto the said Eastman Chemical Company, its heirs and assigns, all the right, title, and interest vested in it by virtue of the grant to the City of Kingsport, by said J. P. Stevens & Co., Inc., a Delaware corporation, contained in the Agreement dated July 11, 1973, and recorded in the Register of Deeds Office of Sullivan County, Tennessee Deed Book 13C, page 667.

RELEASE OF EASEMENT

RECEIVED of EASTMAN CHEMICAL COMPANY, a Delaware corporation, successor in title to BORDEN MILLS, INCORPORATED, a Massachusetts corporation, One Dollar (\$1.00), in consideration of which the CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation, hereby releases and quitclaims unto the said Eastman Chemical Company, its heirs and assigns, all the right, title, and interest vested in it by virtue of the grant to the City of Kingsport,

by said Borden Mills, Incorporated, a Massachusetts corporation, contained in the Agreement dated April 5, 1940, and recorded in the Register of Deeds Office of Sullivan County, Tennessee Deed Book 197A, page 85.

RELEASE OF EASEMENT

RECEIVED of EASTMAN CHEMICAL COMPANY, a Delaware corporation, successor in title to BORDEN MILLS, INCORPORATED, a Massachusetts corporation, One Dollar (\$1.00), in consideration of which the CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation, hereby releases and quitclaims unto the said Eastman Chemical Company, its heirs and assigns, all the right, title, and interest vested in it by virtue of the grant to the City of Kingsport, by said Borden Mills, Incorporated, a Massachusetts corporation, contained in the Agreement dated August 8, 1947, and recorded in the Register of Deeds Office of Sullivan County, Tennessee Deed Book 95A, page 344.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreements set out herein that do not substantially alter the material provisions of the agreements, 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 7th day of July, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Mapping a Level of Ignorance in the 19th-Century Suburban Community

being a tract of land in the Iron Christian's Suburban County.



AGENDA ACTION FORM

Reappointments to the Bays Mountain Park Commission

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

Action Form No.: AF-185-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: R. McBryar
 Presentation By: Mayor Clark

Recommendation:

Approve appointments.

Executive Summary:

Both Mrs. Robin Kerkhoff and Mr. Russ Brogden have each served one term on the Bays Mountain Park Commission and have agreed to be reappointed if approved by the Board of Mayor and Aldermen. Reappointments will be for a three-year term effective immediately and will expire July 31, 2018.

Attachments:

None

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



AGENDA ACTION FORM

Reappointments to the Public Art Committee

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

Action Form No.: AF-184-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: R. McBryar
 Presentation By: Mayor Clark

Recommendation:

Approve appointments.

Executive Summary:

Mr. D. Bruce Shine, Mr. Brad Hoover, Mr. Roy Harmon, Ms. Beverley Perdue and Mr. Jeffrey Stoner have served on the Public Art Committee and have agreed to be reappointed if approved by the Board of Mayor and Aldermen. Reappointments will be for a three-year term effective immediately and will expire July 31, 2018.

Attachments:

None

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



AGENDA ACTION FORM

Reappointments to the Parks and Recreation Advisory Committee

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

Action Form No.: AF-181-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: R. McBryar
 Presentation By: Mayor Clark

Recommendation:

Approve appointments.

Executive Summary:

Mr. Alan Meade, Ms. Reba Barber and Ms. Susan Krein have served on the Parks and Recreation Advisory Committee and have agreed to be reappointed if approved by the Board of Mayor and Aldermen. Reappointments will be for a three-year term effective immediately and will expire July 31, 2018.

Attachments:

None

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



AGENDA ACTION FORM

Reappointments to the Tree Advisory Board

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

Action Form No.: AF-187-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: R. McBryar
 Presentation By: Mayor Clark

Recommendation:

Approve appointments.

Executive Summary:

Mr. Brandon Lemmons, Ms. Christine Barger and Mr. Cole Lusk have served on the Tree Advisory Board and have agreed to be reappointed if approved by the Board of Mayor and Aldermen. Reappointments will be for a two-year term effective immediately and will expire July 31, 2017.

Attachments:

None

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



AGENDA ACTION FORM

Appointments to the Senior Center Advisory Council

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

Action Form No.: AF-188-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: R. McBryar
 Presentation By: Mayor Clark

Recommendation:

Approve appointments.

Executive Summary:

Ms. Carmen T. Moix, Mr. Lester Pridemore, Ms. Carol Woodard, Ms. Jean Chang, Mr. Bruce Shine and Ms. Norma Livesay have served on the Senior Center Advisory Council and have agreed to be reappointed if approved by the Board of Mayor and Aldermen. Reappointments will be for a two-year term effective immediately and will expire July 31, 2017.

Ms. Sherri Mosley has agreed to serve on the Senior Center Advisory Council replacing Mr. Lewis Willingham who resigned. This appointment will also be for a two-year term effective immediately and will expire July 31, 2017.

- Sherri Mosley is the Executive Director of the Downtown Kingsport Association. She and her family moved to Kingsport from London, KY in 2008. Sherri was the Executive Director of the London Downtown Main Street program for 4 years prior to moving to Kingsport. While overseeing the program she worked to transform London's sidewalks and oversaw a two-phase streetscape project to rebrand London, KY as "London Alive - A Garden City." Sherri attended the University of Kentucky but graduated in May 2012 from East Tennessee State University with a bachelor's degree. Her concentration was in Public Relations, Communications and Marketing.

Sherri was born and raised in Lexington, KY and is married to Neil Mosley. They have two children; Rachel and Bradley. Sherri enjoys going back home to Lexington, KY to watch the horse races, UK basketball and tour the bourbon distilleries!

Attachments:

None

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



AGENDA ACTION FORM

Appointments to the Cattails Management Advisory Committee

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

Action Form No.: AF-189-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: R. McBryar
 Presentation By: Mayor Clark

Recommendation:

Approve appointments.

Executive Summary:

Mr. Ken Maness, Mr. Lynn Mosley and Mr. Wes Argabrite have agreed to serve on the Cattails Management Advisory Committee if approved by the Board of Mayor and Aldermen. Their appointments will replace Mr. Alex Looney, Mr. Frank Lett and Ms. Marilyn Martin as the bylaws state that members may not serve successive terms. Appointments will be for a three-year term effective immediately and will expire July 31, 2018.

- Ken Maness is a graduate of East Tennessee State University as well as Harvard Business School. His work experience includes Tri-Cities Radio Corp., Bloomington Broadcasting Corp. and Citadel Communications Corp. Ken has served on many community organizations and is currently on the ETSU Foundation board, a member of the Boy Scouts of America/Sequoyah Council and Chairman/Commissioner of the Tri-Cities Airport Authority.
- Lynn Mosley is a Kingsport native who graduated from Lynn View High School and ETSU. Lynn retired from IBM and is currently in his 18th year as a financial advisor for UBS Financial Services. He is married to the former Judy Foulk and resides in Kingsport. Lynn and Judy are members of First Broad Street United Methodist Church.
- Wes Argabrite attended Kingsport City Schools and graduated from Dobyns-Bennett High School. In 2003 he graduated from Wake Forest University with a degree in Business. Wes previously worked for Randstad US in Atlanta, GA and is currently working for Bank of Tennessee as a Relationship Manager and Lender. Wes is married to Katie Argabrite.

Attachments:

None

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



AGENDA ACTION FORM

Appointments to the MeadowView Conference Resort & Convention Center Advisory Committee

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

Action Form No.: AF-192-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: R. McBryar
 Presentation By: Mayor Clark

Recommendation:

Approve appointments.

Executive Summary:

Mrs. Lorrie Q. Cooper, Mr. Lynn Shipley, Mr. Mike O'Neil, Mr. Olan Jones, Mr. Ken Maness, Mr. Miles Burdine and Mr. R. Wayne Culbertson have served on the MeadowView Conference Resort & Convention Center Advisory Committee and will be reappointed if approved by the Board of Mayor and Aldermen. Reappointments will be for a three-year term effective immediately and will expire July 31, 2018.

Attachments:

None

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



AGENDA ACTION FORM

Approval of Easements and Rights-of-Way for Ridgecrest Avenue Sewer Project

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

Action Form No.: AF-190-2015
 Work Session: July 6, 2015
 First Reading: N/A

Final Adoption: July 7, 2015
 Staff Work By: R. Trent; H. Clabaugh
 Presentation By: R. McReynolds

Recommendation:

Approve the offers.

Executive Summary:

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

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

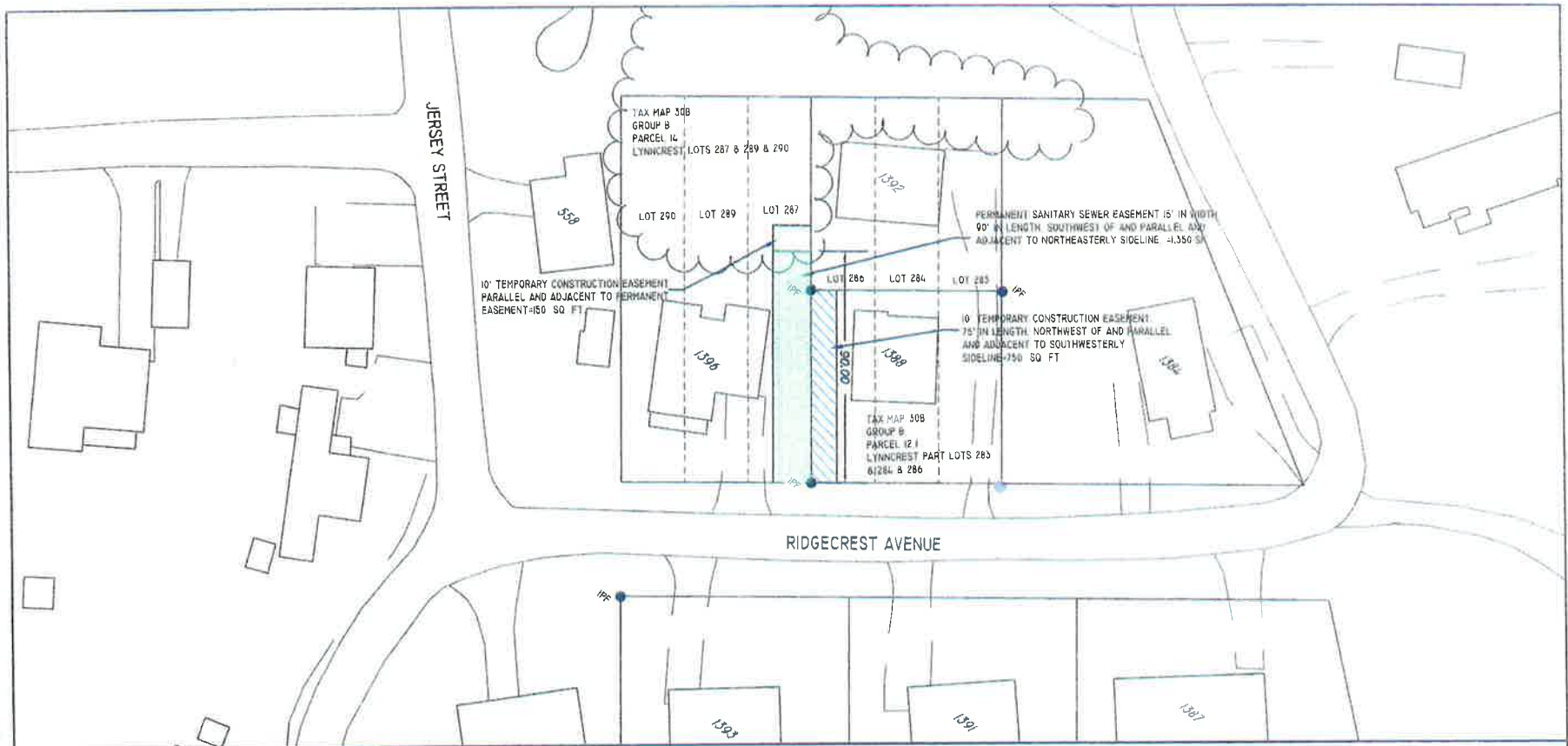
<u>Tax Map & Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	<u>Appraised Value</u>
#030B; B-012.10	Douglas & Pamela Wright 1388 Ridgecrest Avenue Kingsport, Tennessee 37660	Temp. 750 sq. ft.	\$320.00
#030B; B-014.00	Cindi M. Willis William L. Woods 1396 Ridgecrest Avenue Kingsport, Tennessee 37660	Perm. 1,350 sq. ft. Temp. 150 sq. ft.	\$481.00 \$40.00

Attachments:

1. Easement Location Map

Funding source appropriate and funds are available: _____

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



ALL BEARINGS KGRN
(KINGSPORT GEODETIC
REFERENCE NETWORK)



SANITARY SEWER EASEMENTS ACROSS

LOT 287 AND PART LOT 286; LYNNCREST

LOCATED IN THE 14TH CIVIL DISTRICT OF SULLIVAN CO., TN
LAWRENCE H. EMMERT, REGISTERED LAND SURVEYOR TENNESSEE NO. 1475

OFFICE OF THE CITY ENGINEER
DATE: 16 JUNE 2015

N-2537

KINGSPORT, TN
SCALE: 1"=50'

