



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

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

Board of Mayor and Aldermen

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

Alderman Andy Hall
Alderman Tom C. Parham
Alderman Tom Segelhorst

Leadership Team

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

1. Call to Order
2. Roll Call
3. Work Session Tickler
4. Review of Items on May 5, 2015 Business Meeting Agenda
5. Adjourn

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



Work Session Tickler May 4, 2015

Special Projects

Brickyard Park Ball Fields

David Mason

The weather has provided some opportunities to install sod on the fields over the last 2 weeks. As of April 28th, Fields 3 and 4 have sod installed and Field 2 is in progress. Field 1 has been laser graded and will be ready for sod by the time field 2 is complete.

The parking lot asphalt base course has been completed and the light poles are up and burning at night. Stone and asphalt paving of the entrance road is on hold until after the sod trucks have completed deliveries. The concrete paving of the plaza and the maintenance area is complete.

Floor finishes are all that remain for substantial completion of the concession stand. Owner provided concession equipment is being installed, as well as owner provided data wiring. The aluminum bleachers have also been delivered, and Parks personnel have begun assembling them.

Chris McCartt will provide an update to the Board at each meeting regarding progress, budget, etc. and will be available to answer questions as needed.

Fields 3 & 4 with Sod.



Women's Restroom.



Fire Training Ground

A Training Tower is the next step and work should start soon. Plans are to add storage facilities, a classroom, several fire and rescue props, etc. These will be for vehicle extrication, special rescue, etc.



Chief Dye

Carousel



Engage Kingsport, Inc. (a 501 (c) 3 nonprofit) is leading construction of the Roundhouse and gift shop buildings. They hold the contract with GRC who is the General Contractor. Engage Kingsport volunteers are working to assemble to Carousel Frame inside the Roundhouse.

All gears and bearing needing to be replaced on the Carousel Frame has been ordered.

Project coordinators are working with the City's IT and HR for security/connectivity as well as personnel. In addition, GRC is in the process of finalizing the site work with the addition of a fence around the perimeter of the carousel and

green space area. A sidewalk along Clinchfield Street will also be completed with the current curb cut being removed and sidewalk being poured. City funds are being used completing the sidewalk and fence along with internet and security.

Engage Kingsport's timeline for opening of the Carousel:

- 5/15- Floor install- take 2 days
- 5/20-5/27--Carlin Flooring sand & finish & cure- twice - 1 week
- 5/27- install Platform animals. Mount Sweep animals in rafters. - 1 week
- 6/2 is the targets for safety inspections and state inspections
- Soft openings during the time from 6/2 through 7/25
- 7/25 Official Grand Opening



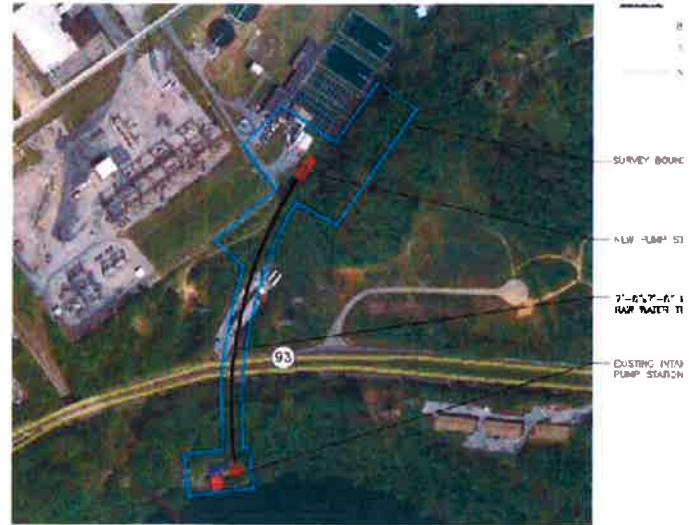
WTP Raw Water Transmission and Intake Replacement Design

Niki Ensor

Engineer:
CDM Smith **Tunnel Alignment** (right)

Construction Schedule:
March 2015 – January 2017

Project Update:
A pre-bid meeting and site visit was held on April 8th. Considerable interest was shown in the project with approximately 13 construction companies in attendance. Bids will be received until May 7, 2015 at 4:00 p.m.



Legal

Risk Management

Terri Evans

Kingsport Employee Wellness

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%.

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 April 25, 2015, is 101.7%, and of those, 27.8% were government active, 25.2% were school active, 4.2% were government retirees, 2.5% were school retirees, 16.4% were government dependents, 17.7% were school dependents, .4% were extended patient visits, .1% were workers' compensation visits and 5.6% were no-shows. We believe the increased no-show number is due in large part to the weather. Utilization increases with the inclusion of new members as they are asked to make two, back-to-back appointments for their initial visit. Utilization does appear to be leveling out, and we are keeping a close eye on appointment availability to adjust hours as necessary.

Sourmash Property

Joe May

A public notice has been filed for sale of property to pay City of Kingsport taxes. Auction will be held at City Hall, main lobby, May 26, 2015, 10:00 a.m.

Worker's Compensation

Terri Evans

Workers' compensation claims are reported for the second meeting of the month to allow accurate information.

Budget Office

Judy Smith

Financial Comments

Local Option Sales Tax revenue for the month of February was \$1,201,182 which was \$43,119 below budget and \$2,189 above last year's actual. The Year to Date Total is \$178,952 over budget and \$654,398 over last year which is a 6.16% increase over last year's actual.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, May 5, 2015

Large Courtroom – 2nd Floor, City Hall

7:00 p.m.

Board of Mayor and Aldermen

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

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

City Administration

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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Jack Edwards, United Methodist Church

III.A. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

None

V. APPROVAL OF MINUTES

1. Work Session – April 20, 2015
2. Business Meeting – April 21, 2015

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Public Hearing for the 2015 Annual Action Plan for Community Development and Resolution to Apply for and Receive Fiscal Year 15/16 Community Development Block Grant (CDBG) Funds (AF: 102-2015) (Lynn Tully)
 - Public Hearing
 - Resolution
 - Action Plan

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 Establishing and Funding MPO15D for Wilcox Sidewalk Phase 5 (AF: 101-2015) (Ryan McReynolds)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Ordinance to Appropriate Funding from the Criminal Forfeiture Fund to Purchase Technology for the Police Department (AF: 94-2015) (Chief Quillin)
 - Ordinance – **Second Reading and Final Adoption**
2. Ordinance to Amend the FY15 Operating Budgets and Various Projects (AF: 92-2015) (Jeff Fleming)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Apply for and Receive a Department of Justice, Office of Justice Programs / Bureau of Justice Assistance - Bulletproof Vest Partnership Reimbursement Grant (AF: 97-2015) (Chief Quillin)
 - Resolution
2. Resolution to Enter into an Agreement with the 2nd Judicial District Drug Task Force (AF: 100-2015) (Chief Quillin)
 - Resolution

3. Enter Into an Agreement with Coca-Cola Bottling Company for Pouring Rights at Brickyard Park, Domtar Park and Eastman Park at Horse Creek (AF: 60-2015) (Morris Baker)
 - Resolution
4. Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives for Services via Holston River Regional Library (AF: 99-2015) (Morris Baker)
 - Resolution
5. Adopting the Sullivan County, Tennessee Multi-Hazard Mitigation Plan (AF:98-2015) (Lynn Tully)
 - Resolution

E. APPOINTMENTS

1. Reappointment to the Regional Planning Commission (AF:103-2015) (Mayor Phillips)
 - Reappointment
2. Appointment to the Regional Planning Commission (AF: 104-2015) (Mayor Phillips)
 - Appointment

VII. CONSENT AGENDA

1. Approval of Offers for Additional Easements and Right-of-Ways for Colonial Heights Springs Sanitary Sewer Extension Project – Phase I (AF: 105-2015) (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

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, April 20, 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 C. Parham

Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: and.
3. **CENTENNIAL COMMISSION PRESENTATION.** Mr. Jeff McCord stated Kingsport will be celebrating 100 years in 2017. The commission is making plans for celebrations to occur throughout the year with one big party at some point to culminate. City Manager Fleming gave details on the park project budget.
4. **WORK SESSION TICKLER.** Assistant City Manager Chris McCartt stated there needs to be six good days of weather here as well as in North Carolina where the sod is being cut. City Manager Fleming stated the judge has signed the order on the Sourmash property and the sale will be in mid-May.
5. **REVIEW OF AGENDA ITEMS ON THE APRIL 21, 2015 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming, members of staff and community members gave a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:
 - VI.B.1 **Ordinance to Appropriate Funding from the Criminal Forfeiture Fund to Purchase Technology for the Police Department** (AF: 94-2015). Alderman Segelhorst asked if anyone else locally had this. Deputy Chief Phipps stated no, it was only in the larger cities and gave further details.
 - VI.C.2 **Amend the FY15 General Purpose School Fund Budget** (AF: 83-2015). Mayor Phillips stated City Manager Fleming and Budget Director Judy Smith have met with school staff and they will continue to work together.

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**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, April 20, 2015**

VI.D.2 Purchase Order to Insight Public Sector for the Purchase of Laptops for Sixth Grade Students in the Kingsport City School System (AF: 89-2015). Alderman Segelhorst pointed out this was the same price as last year.

VI.D.4 Execute a Release Agreement for Great West Casualty Company (AF: 85-2015). City Manager Fleming stated this would help pay the cost of damages for this claim.

VI.D.6 Amendment to Fee Resolution 2015-211 (AF: 95-2015). Assistant City Manager McCartt provided information on this item, noting the fees at the Aquatic Center will be raised to what the 2009 study originally recommended. He pointed out we are still under market value with a family friendly rate structure. Some discussion followed.

BOARD COMMENT. None.

PUBLIC COMMENT. None.

8. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 6:10 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, April 21, 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

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:** Roger Mowen.
- II.B. INVOCATION:** Pastor Adam Love, Kingsley United Methodist Church.
- III. ROLL CALL:** By City Recorder Demming. Absent: Alderman Andy Hall.
- IV. RECOGNITIONS AND PRESENTATIONS.**
 - 1. Healthy Kingsport – Heather Cook.
- V. APPROVAL OF MINUTES.**

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

- A. April 6, 2015 Called Business Meeting
- B. April 6, 2015 Regular Work Session
- C. April 7, 2015 Regular Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

- 1. Public Hearing for Annexation Annual Plan of Services Report**
(AF: 90-2015) (Corey Shepherd).

PUBLIC COMMENT ON ITEM VI.A.1. None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 21, 2015**

~~2. Public Hearing and Consideration of Ordinance to Prohibit Window and Door Border Lighting in Non-Residential Zones~~ (AF: 87-2015) (Ken Weems). This agenda item was withdrawn.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Ordinance to Appropriate Funding from the Criminal Forfeiture Fund to Purchase Technology for the Police Department (AF: 94-2015) (Chief Quillin).

Motion/Second: Segelhorst/George, to pass:

AN ORDINANCE TO AMEND THE CRIMINAL FORFEITURE FUND BUDGET 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. Ordinance to Amend the FY15 Operating Budgets and Various Projects (AF: 92-2015) (Jeff Fleming).

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT, GENERAL PROJECT SPECIAL REVENUE, MEADOWVIEW CONVENTION CENTER AND STORM WATER 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" except George voting "nay."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Amend the Zoning Ordinance to Require That New Development and Redevelopment in Downtown Kingsport Be in Harmony with the Traditional Character of Downtown (AF: 71-2015) (Justin Steinmann).

Motion/Second: McIntire/Segelhorst, to pass:

ORDINANCE NO. 6475, AN ORDINANCE TO FURTHER AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 114, ARTICLES III, IV, AND VI; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Amend the FY15 General Purpose School Fund Budget (AF: 83-2015) (David Frye).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 21, 2015**

Motion/Second: George/Clark, to pass:

ORDINANCE NO. 6476, AN ORDINANCE TO AMEND THE FY 2014-15 GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Agreement with Verizon Wireless in Order to Provide Quality Cellular Service During Fun Fest (AF: 84-2015) (Morris Baker).

Motion/Second: Parham/Segelhorst, to pass:

Resolution No. 2015-162, A RESOLUTION APPROVING AN AGREEMENT WITH VERIZON WIRELESS, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

2. Purchase Order to Insight Public Sector for the Purchase of Laptops for Sixth Grade Students in the Kingsport City School System (AF: 89-2015) (John Payne)

Motion/Second: McIntire/Clark, to pass:

Resolution No. 2015-163, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR 630 DELL LATITUDE 3340 LAPTOP COMPUTERS TO INSIGHT PUBLIC SECTOR FOR SIXTH GRADE STUDENTS IN THE KINGSFORT CITY SCHOOLS

Passed: All present voting "aye."

3. Bid Award for the Purchase of Chlorine to Brenntag Mid-South, Inc., Zinc Orthophosphate to Carus Corporation, Coagulant to Gulbrandsen Manufacturing, Inc. and Polymer to Coastal Water Technology, LLC (AF: 86-2015) (Ryan McReynolds).

Motion/Second: Segelhorst/George, to pass:

Resolution No. 2015-164, A RESOLUTION AWARDING THE BID FOR PURCHASE OF CHLORINE TO BRENNTAG MID-SOUTH, INC.; FOR ZINC ORTHOPHOSPHATE TO CARUS CORPORATION; FOR COAGULANT TO GULBRANDSEN MANUFACTURING, INC.; AND FOR POLYMER TO COASTAL WATER TECHNOLOGY, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

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, April 21, 2015**

4. Execute a Release Agreement for Great West Casualty Company (AF: 85-2015) (Mike Billingsley).

Motion/Second: Parham/Segelhorst, to pass:

Resolution No. 2015-165, A RESOLUTION APPROVING A PROPERTY DAMAGE RELEASE FROM GREAT WEST CASUALTY COMPANY FOR PROPERTY DAMAGE TO A UTILITY POLE AND LIGHT THAT OCCURRED ON JANUARY 6, 2015, AND AUTHORIZING, AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPERTY DAMAGE-LIABILITY RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENTS

Passed: All present voting "aye."

5. Property Acquisition for the Reedy Creek Trunk Line Improvements Project (AF: 50-2015) (Ryan McReynolds).

Motion/Second: McIntire/Segelhorst, to pass:

Resolution No. 2015-166, A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF 0.49 ACRE TRACT OF REAL PROPERTY FOR THE REEDY CREEK TRUNK LINE IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT, IF NECESSARY; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

6. Amendment to Fee Resolution 2015-211 (AF: 95-2015) (Chris McCartt).

Motion/Second: George/Segelhorst, to pass:

Resolution No. 2015-167, A RESOLUTION AMENDING RESOLUTION NO. 2014-211 TO PROVIDE FOR CHANGES IN THE CHARGES IN CHAPTER 66-PARKS AND RECREATION

Passed: All present voting "aye."

7. Approve the Area Agency on Aging and Disability Grant for FY15-16 (AF: 81-2015) (Shirley Buchanan).

Motion/Second: Parham/Segelhorst, to pass:

Resolution No. 2015-168, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE GRANT FUNDING FOR FISCAL YEAR 2015-2016 FROM THE AREA AGENCY ON AGING AND DISABILITY

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, April 21, 2015**

E. APPOINTMENTS/REAPPOINTMENTS. .

Appointments/Reappointments are considered under one motion.

Motion/Second: McIntire/George, to approve:

1. Appointment to the Kingsport Regional Planning Commission
(AF: 91-2015) (Mayor Phillips).

Approve:

APPOINTMENT OF MR. SAM BOOHER TO SERVE ON THE **KINGSPORT
REGIONAL PLANNING COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING
ON JUNE 30, 2017.

Passed: All present voting "aye."

2. Appointment to the Historic Zoning Commission
(AF: 96-2015) (Mayor Phillips).

Approve:

APPOINTMENT OF MS. BEVERLEY PERDUE TO SERVE ON THE **HISTORIC ZONING
COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON MAY 31, 2018.

Passed: All present voting "aye."

VII. CONSENT AGENDA.

**1. Offer for Easement and Right-of-Way for the Preston Park
Drainage Project** (AF: 93-2015) (Ryan McReynolds).

Motion/Second: Segelhorst/Clark, to approve:

OFFER FOR EASEMENT AND RIGHT-OF-WAY FOR THE PRESTON PARK DRAINAGE
PROJECT

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

VIII. COMMUNICATIONS.

A. CITY MANAGER. None.

B. MAYOR AND BOARD MEMBERS. The aldermen commented on the Healthy
Kingsport movement and encouraged everyone to participate. Alderman
Segelhorst noted the economy pickup due to the race at Bristol Motor
Speedway. Alderman Parham noted how rewarding the Greenbelt Project is.
Mayor Phillips stated the Prayer Breakfast would be on May 7 to coincide with
the National Day of Prayer.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 21, 2015**

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 7:50 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

Public Hearing for the 2015 Annual Action Plan for Community Development and Resolution to Apply for and Receive Fiscal Year 15/16 Community Development Block Grant (CDBG) Funds

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

Action Form No.: AF-102-2015
 Work Session: May 4, 2015
 First Reading: May 5, 2015

Final Adoption: May 5, 2015
 Staff Work By: Mark Haga
 Presentation By: Lynn Tully

Recommendation:

- Conduct Public Hearing
- Approve 2014 Annual Action Plan
- Approve Authorizing Resolution

Executive Summary:

To receive Community Development Block Grant, the City of Kingsport must submit an Annual Action Plan which describes the strategies, objectives, projects and activities for funding under the program. For Fiscal Year 2015/16, the City of Kingsport must approve an Action Plan utilizing \$317,466 CDBG funds. Attached to this action form is a summary of proposed activities of the 2015 Annual Action Plan, including recommendations for funding under the CDBG program.

On April 9, 2015, the Community Development Advisory Committee met to review a proposed plan and consider applications for funding from public services agencies and recommended an action plan budget to the Planning Commission and BMA. On April 16, the Kingsport Planning Commission voted to recommend the action plan budget proposed by the Advisory Committee. This recommendation and projects descriptions are attached. Also attached is a resolution authorizing the Mayor to execute all necessary documents to receive CDBG funding.

Attachments:

1. Public Hearing Notice
2. Resolution
3. Annual Action Plan Proposal

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

NOTICE

The Kingsport Board of Mayor and Aldermen will conduct a Public Hearing to receive citizen input concerning the City's 2015 Annual Action Plan for Housing and Community Development. The 2015 Annual Action Plan describes proposed activities of the City's Community Development Program for the period of July 1, 2015 through June 30, 2016 utilizing Community Development Block Grant funds. The Public Hearing will be held at the Regular Meeting of the Board of Mayor and Aldermen at 7:00 p.m. on Tuesday, May 5, 2015 in the Large Courtroom of City Hall, 225 W. Center Street. All citizens are invited to participate in this meeting. A draft of the proposed 2015 Annual Action Plan is available for review at the Community Development Office, 201 W. Market Street.

City Clerk

P1T: 4/27/15 or 4/28/15

RESOLUTION NO. 2015-_____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING, FOR FISCAL YEAR 2016, FROM THE UNITED STATES OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, Community Development Block Grant funding, for fiscal year 2016, is available through the U. S. Department of Housing and Urban Development; and

WHEREAS, certain documents must be completed and executed to receive the funds.

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, all documents necessary and proper to receive Community Development Block Grant funding, for fiscal year 2016, through the U. S. Department of Housing and Urban Development.

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 5th day of May, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Community Development Action Plan

FY 2015/2016

Proposed Project Descriptions

Housing

- *KAHR Program* – In FY 2015/2016, Community Development proposes to utilize \$110,603 in the KAHR program. KAHR provides emergency repair of low and moderate income housing city-wide. In 2007/08, the City entered into a cooperative effort with the Kingsport Housing and Redevelopment Authority (KHRA), the First Tennessee Development District, First Broad Street United Methodist Church (FBSUMC) and Appalachia Service Project (ASP) to establish the Kingsport Alliance for Home Revitalization (KAHR) program. This program utilizes volunteer labor provided by Carpenter's Helpers (FBSUMC) and ASP to offer emergency repair services to low and moderate income households. CDBG funds, as well as City General Funds, are used to purchase materials for repair projects.

Also as part of the KAHR program, CDBG funds could be used to purchase dilapidated, vacant properties identified through the City's Codes Enforcement program.

Public Services (15% Cap)

- *Learning Centers of KHRA* – In 2015/2016, Community Development proposes to fund the KHRA literacy program at \$26,945. This grant is administered by Kingsport Housing and Redevelopment Authority through a sub-recipient agreement with the City. Literacy programs to benefit from these funds include Lee Family Learning Center, Dogwood After School Program and Boys and Girls Clubs at Cloud, Holly Hills and Riverview communities.
- *CASA of Sullivan County* – For Program Year 2015, Community Development proposes to fund CASA at \$11,825. CASA is an advocacy program for abused and neglected children in Kingsport. These funds are administered through a sub-recipient agreement.
- *Help Our Potential Evolve (HOPE), Inc.* – Community Development proposes to provide \$2,500 in CDBG funding to Help Our Potential Evolve (HOPE), Inc. for the outreach and encouragement of minority high school students to attend college. HOPE also provides educational and cultural enrichment opportunities to low and moderate income and minority students.

South Central Kingsport Community Development Corporation – For Program Year 2015, Community Development proposes to fund South Central at \$32,000. South Central operates the Riverview Employment Outreach Office at 301 Louis Street. Funds would also be utilized to support Operation Weed and Seed in the South Central service area. These funds are administered through a sub-recipient agreement with the City.

HOPE VI – For Program Year 2015, staff proposes to allocate \$70,100 for repayment of a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. In 2007 the City applied for \$856,000 Section 108 Loan to fund acquisition or real property, demolition of existing structures and/or infrastructure improvements in the Riverview Neighborhood as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. Community Development has calculated that the City would need to set aside approximately \$70,100 CDBG funds per year for 20 years to support this proposal.

Administration – For Program Year 2015, Community Development proposes an administration budget of \$63,493. These funds provide staffing and necessary office expenses for the overall administration of the CDBG program, including the addition of shared costs of a Grants Accountant in the Finance Department. Administration funds are also utilized for Fair Housing Activities.

COMMUNITY DEVELOPMENT BLOCK GRANT

	<u>12/13</u>	<u>13/14</u>	<u>14/15</u>	<u>15/16</u>
Housing				
KAHR Program	\$ 97,194	\$ 99,924	\$107,786	\$110,603
Public Services				
Learning Ctrs	\$ 34,851	\$ 34,851	\$ 28,648	\$ 26,945
CASA	\$ 15,292	\$ 15,294	\$ 12,572	\$ 11,825
Sons/Daughters	\$ 0	\$ 0	\$ 2,500	\$ 0
HOPE	\$ 0	\$ 0	\$ 2,500	\$ 2,500
South Central Kpt. CDC	\$ 50,000	\$ 50,000	\$ 40,000	\$ 32,000
HOPE VI Project	\$ 70,100	\$ 70,100	\$ 70,100	\$ 70,100
Administration	\$ 66,860	\$ 66,860	\$ 66,026	\$ 63,493
TOTAL	\$334,299	\$337,029	\$330,132	\$317,466



AGENDA ACTION FORM

Budget Ordinance Establishing and Funding MPO15D for Wilcox Sidewalk Phase 5

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

Action Form No.: AF-101-2015
 Work Session: May 4, 2015
 First Reading: May 5, 2015

Final Adoption: May 19, 2015
 Staff Work By: M. Thompson /T. Elsea
 Presentation By: Ryan McReynolds

Recommendation:

Approve the budget ordinance.

Executive Summary:

In January 2014 we entered into an Agreement with TDOT for sidewalk improvements along Wilcox Drive (SR-126) from the Holston River sluice northeast of Wilcox Court to Industry Drive (SR-355). The actual cost for this project will be paid from Federal (80%), and State (20%).

Design for this project is complete, and the scheduled bid opening date for the construction contract is May 28, 2015.

It is requested to establish and fund MPO15D for Wilcox Sidewalk Phase 5 in the total amount of \$750,000.00 –

Account #122 0000 609 2023	\$50,000.00
Account #122 0000 609 9003	\$700,000.00

Project Data: TDOT Agreement #: 130287; TDOT PIN: 119940.00; Federal Project #: STP-126(18); State Project #: 82LPLM-F3-051).

Attachments:

1. Budget Ordinance

Funding source appropriate and funds are available: *JS*

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MPO FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FOR THE WILCOX SIDEWALK PHASE 5 PROJECT; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the MPO Fund budget be amended by appropriating grant funds in the amount of \$750,000 to the Wilcox Sidewalk Phase 5 project (MPO15D). The Tennessee Department of Transportation will fund 20% and 80% will be through KMTPO STP.

Account Number/Description:

Budget

Incr/<Decr>

New Budget

Fund 122: MPO Fund

Signal at SR126/Island Rd (MPO15A)

Revenues:

122-0000-337-5210	FHWA/TN FHWA 80%	\$	0	\$	600,000	\$	600,000
122-0000-332-9000	State Revenue Dept. of Transportation				150,000		150,000
Totals:			0		750,000		750,000

Expenditures:

122-0000-609-2023	Arch/Eng/Landscaping		0		50,000		50,000
122-0000-609-9003	Improvements		0		700,000		700,000
Totals:			0		750,000		750,000

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.

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: _____



AGENDA ACTION FORM

Ordinance to Appropriate Funding from the Criminal Forfeiture Fund to Purchase Technology for the Police Department

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

Action Form No.: AF-94-2015
 Work Session: April 20, 2015
 First Reading: April 21, 2015

Final Adoption: **May 5, 2015**
 Staff Work By: D/C Phipps
 Presentation By: Chief Quillin

Recommendation:

Approve the ordinance appropriate funding from the Criminal Forfeiture Fund in the amount of \$47,000.

Executive Summary:

The Police Department is occasionally tasked with responding to situations where extensive and labor intensive investigations are needed and prove to be extremely crucial. During some of these investigations, officers will take pictures and measurements in an attempt to depict the scene at a later time for court presentation. This can involve several hours of manpower.

With this project, the Police Department will be able to purchase a Faro Technologies, Inc. portable computer-aided 3D Laser Scanning System which allows the officers to replicate the scene for documentation with exact measuring of key points of interest, perspective, and evidence. This tool will allow the department to "dramatically reduce on-site measuring time and lower overall manpower costs." Faro Technologies Inc. is a sole source developer and manufacturer of the FOCUS 3D X Series Laser Scanners and SCENE software. The total cost of the project is approximately \$47,000.00

The Criminal Forfeiture Fund was established for any revenue generated from the seizure of assets of a suspect where the criminal case was investigated by KPD utilizing federal authorities (i.e. DEA, FBI, IRS, etc). The equitable sharing is between the federal agency and the Kingsport Police Department based on the percentage of participation during the investigation. These funds can be used by a law enforcement agency for law enforcement purposes only. One of the permissible uses allowed by the Department of Justice listed in the Guide for Equitable Sharing for State and Local Law Enforcement Agencies is for the purchase of law enforcement equipment (Section V, sub B, para. D).

Attachments:

1. Ordinance

Funding source appropriate and funds are available: js

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



AGENDA ACTION FORM

Ordinance to Appropriate Funding from the Criminal Forfeiture Fund to Purchase Technology for the Police Department

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

Action Form No.: AF-94-2015
 Work Session: April 20, 2015
 First Reading: April 21, 2015

Final Adoption: May 5, 2015
 Staff Work By: D/C Phipps
 Presentation By: Chief Quillin

Recommendation:

Approve the ordinance appropriate funding from the Criminal Forfeiture Fund in the amount of \$47,000.

Executive Summary:

The Police Department is occasionally tasked with responding to situations where extensive and labor intensive investigations are needed and prove to be extremely crucial. During some of these investigations, officers will take pictures and measurements in an attempt to depict the scene at a later time for court presentation. This can involve several hours of manpower.

With this project, the Police Department will be able to purchase a Faro Technologies, Inc. portable computer-aided 3D Laser Scanning System which allows the officers to replicate the scene for documentation with exact measuring of key points of interest, perspective, and evidence. This tool will allow the department to "dramatically reduce on-site measuring time and lower overall manpower costs." Faro Technologies Inc. is a sole source developer and manufacturer of the FOCUS 3D X Series Laser Scanners and SCENE software. The total cost of the project is approximately \$47,000.00

The Criminal Forfeiture Fund was established for any revenue generated from the seizure of assets of a suspect where the criminal case was investigated by KPD utilizing federal authorities (i.e. DEA, FBI, IRS, etc). The equitable sharing is between the federal agency and the Kingsport Police Department based on the percentage of participation during the investigation. These funds can be used by a law enforcement agency for law enforcement purposes only. One of the permissible uses allowed by the Department of Justice listed in the Guide for Equitable Sharing for State and Local Law Enforcement Agencies is for the purchase of law enforcement equipment (Section V, sub B, para. D).

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CRIMINAL
FORFEITURE FUND BUDGET 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 Criminal Forfeiture Fund budget be amended by appropriating funds in the amount of \$47,000 from the Criminal Forfeiture Fund Undesignated Fund Balance to the Criminal Forfeiture Fund operating budget for the to purchase a 3D Laser Scanning System.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 126: Criminal Forfeiture Fund</u>			
<u>Revenues:</u>			
126-0000-392-0100 Fund Balance Appropriation	0	47,000	47000
Totals:	0	47,000	47,000
<u>Expenditures:</u>			
126-3020-442-3020 Operating Supplies & Tools	0	16,000	16,000
126-3020-442-9006 Purchases Over \$5,000	0	31,000	31,000
Totals:	0	47,000	47,000

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.

DENNIS R. 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

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-92-2015
 Work Session: April 20, 2015
 First Reading: April 21, 2015

Final Adoption: **May 5, 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 \$348,601 from the Brickyard Park project to the Centennial Park project. The funds for the Brickyard Park project were to purchase Cement Hill. Those funds are no longer needed and the project is ready to close. The funds from the Legion Pool Demolition project in the amount of \$25,000 will be transferred to the Preston Forest Park Improvement project. The homeowners association has provided \$15,000 to the project. Funds in the amount of \$1,203 from the Traffic Equipment project will be transferred to the Pet Dairy project to complete the project; funds from the Borden Park Improvements project in the amount of \$45,500 will be transferred to the Library Improvements project to complete the installation of new windows for the library. The ILS system (Integrated Library Software system) project for the Library will be amended by appropriating a donation of \$6,332. Sullivan County and Washington County Libraries contributed \$3,166 each to the Integrated System.

(Executive Summary continued on next page.)

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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



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-92-2015
 Work Session: April 20, 2015
 First Reading: April 21, 2015

Final Adoption: May 5, 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 \$348,601 from the Brickyard Park project to the Centennial Park project. The funds for the Brickyard Park project were to purchase Cement Hill. Those funds are no longer needed and the project is ready to close. The funds from the Legion Pool Demolition project in the amount of \$25,000 will be transferred to the Preston Forest Park Improvement project. The homeowners association has provided \$15,000 to the project. Funds in the amount of \$1,203 from the Traffic Equipment project will be transferred to the Pet Dairy project to complete the project; funds from the Borden Park Improvements project in the amount of \$45,500 will be transferred to the Library Improvements project to complete the installation of new windows for the library. The ILS system (Integrated Library Software system) project for the Library will be amended by appropriating a donation of \$6,332. Sullivan County and Washington County Libraries contributed \$3,166 each to the Integrated System.

(Executive Summary continued on next page.)

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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

AF: 92-2015**Executive Summary continued:**

The Storm Water fund will be amended by appropriating \$56,905 to the Reedy Creek Terrace Bridge project to provide a new pedestrian bridge across Reedy Creek from the existing greenbelt to the Reedy Creek Terrace Development just west of Eastman Road. The property will be donated to the city in exchange for the city to construct the pedestrian bridge.

The MPO Fund will be amended by transferring funds from the Granby/Lewis and University Blvd. resurfacing project by moving the remaining general fund matching dollars to the street resurfacing project and close the MPO project.

The MeadowView fund will be amended by appropriating \$90,000 from FF&E to provide funding for capital and equipment.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT,
GENERAL PROJECT SPECIAL REVENUE,
MEADOWVIEW CONVENTION CENTER AND STORM
WATER 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 \$348,601 from the Brickyard Park project (GP1215) to the Centennial Park project (GP1533), from the Legion Pool Demolition project (GP1404) in the amount of \$25,000 to the Preston Forest Park Imp project (GP1532); and by appropriating funds in the amount of \$15,000 from the Homeowners Association to the Preston Forest Park project (GP1532); by transferring \$1,203 from the Traffic Equipment project (GP1406 to the Pet Dairy Property project (GP1204), by appropriating donations in the amount of \$6,332 to the ILS System (GP1505), by transferring \$29,934 from the Resurfacing Granby/Lewis Lane/University Blvd. project (MPO11B) to the Street Resurfacing project (NC1500), by transferring \$45,500 from the Borden Park Improvements project (GP1510) to the Library Improvements project (GP1400); and by amending the MeadowView Conference Center operating budget by appropriating \$90,000 from FF & E to fund capital and equipment.

Section II. That the Storm Water Fund budgets be amended by transferring funds from the Storm Water Fund Balance to the Reedy Creek Terrace Bridge project (ST1503) in the amount of \$56,905.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 311: General Project Fund</u>			
<u>Brickyard Park (GP1215)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	4,399	0	4,399
311-0000-368-1047 Series 2014A GO Bonds	319,493	(319,493)	0
311-0000-368-2101 Premium From Bond Sale	37,739	(29,108)	8,631
<u>Totals:</u>	361,631	(348,601)	13,030
<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2020 Professional Consultant	0	1,350	1,350
311-0000-601-2023 Arch/Eng/Landscaping	1,350	(1,350)	0
311-0000-601-4041 Bond Sale Expense	11,681	(1)	11,680
311-0000-601-9003 Improvements	348,600	(348,600)	0
<u>Totals:</u>	361,631	(348,601)	13,030

Fund 311: General Project Fund
Centennial Park (GP1533)

Revenues:

311-0000-368-1047 Series 2014A GO Bonds
 311-0000-368-2101 Premium From Bond Sale

Totals:

\$	\$	\$
0	319,493	319,493
0	29,108	29,108
0	348,601	348,601

Expenditures:

311-0000-601-2022 Construction Contracts
 311-0000-601-2023 Arch/Eng/Landscaping
 311-0000-601-9003 Improvements

Totals:

\$	\$	\$
0	20,000	20,000
0	30,000	30,000
0	298,601	298,601
0	348,601	348,601

Fund 311: General Project Fund
Legion Pool Demolition (GP1404)

Revenues:

311-0000-368-1046 Series 2013B GO Pub Imp
 311-0000-368-2101 Premium From Bond Sale

Totals:

\$	\$	\$
100,000	(31,141)	68,859
0	6,141	6,141
100,000	(25,000)	75,000

Expenditures:

311-0000-601-2022 Construction Contracts
 311-0000-601-4041 Bond Sale Expense

Totals:

\$	\$	\$
100,000	(26,177)	73,823
0	1,177	1,177
100,000	(25,000)	75,000

Fund 311: General Project Fund
Preston Forest Park Imp(GP1532)

Revenues:

311-0000-368-1030 From Non-Profit Groups
 311-0000-368-1046 Series 2013B GO Pub Imp

Totals:

\$	\$	\$
0	15,000	15,000
0	25,000	25,000
0	40,000	40,000

Expenditures:

311-0000-601-9003 Improvements

Totals:

\$	\$	\$
0	40,000	40,000
0	40,000	40,000

Fund 311: General Project Fund
Traffic Equipment (GP1406)

Revenues:

311-0000-368-1046 Series 2013B GO Pub Imp
 311-0000-368-2101 Premium From Bond Sale

Totals:

\$	\$	\$
297,100	(19,449)	277,651
0	18,246	18,246
297,100	(1,203)	295,897

Expenditures:

311-0000-601-4041 Bond Sale Expense

311-0000-601-9001 Land

Totals:

\$	\$	\$
0	3,494	3,494
297,100	(4,697)	292,403
297,100	(1,203)	295,897

Fund 311: General Project Fund**Pet Dairy Property Purch (GP1204)****Revenues:**

311-0000-368-1040 Series 2011 GO Pub Imp

311-0000-368-2101 Premium From Bond Sale

311-0000-391-0100 From General Fund

311-0000-391-3300 From Eastman Annex Fund

Totals:

\$	\$	\$
328,073	0	328,073
4,283	0	4,283
15,483	1,203	16,686
19,057	0	19,057
366,896	1,203	368,099

Expenditures:

311-0000-601-2022 Construction Contracts

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

311-0000-601-4041 Bond Sale Expense

311-0000-601-9001 Land

311-0000-601-9003 Improvements

Totals:

\$	\$	\$
168	0	168
0	2,200	2,200
7,331	0	7,331
3,895	0	3,895
355,502	(997)	354,505
366,896	1,203	368,099

Fund 311: General Project Fund**Borden Park Improvements (GP1510)****Revenues:**

311-0000-368-1047 Series 2014A GO Bonds

311-0000-368-2101 Premium From Bond Sale

Totals:

\$	\$	\$
458,251	(45,500)	412,751
47,986	0	47,986
506,237	(45,500)	460,737

Expenditures:

311-0000-601-4041 Bond Sale Expense

311-0000-601-9003 Improvements

Totals:

\$	\$	\$
6,237	0	6,237
500,000	(45,500)	454,500
506,237	(45,500)	460,737

Fund 311: General Project Fund**Library Improvements (GP1400)****Revenues:**

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

311-0000-368-1046 Series 2013B GO Pub Imp

311-0000-368-1047 Series 2014A GO Bonds

311-0000-368-2101 Premium From Bond Sale

Totals:

\$	\$	\$
46,170	0	46,170
156,808	0	156,808
51,500	45,500	97,000
12,463	0	12,463
266,941	45,500	312,441

Expenditures:

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

Totals:

\$	\$	\$
165,000	0	165,000
1,941	0	1,941
100,000	45,500	145,500
266,941	45,500	312,441

Fund 311: General Project Fund**ILS System (GP1505)****Revenues:**

311-0000-364-3000 From Non-Profit Groups
 311-0000-391-0100 From General Fund

Totals:

\$	\$	\$
0	6,332	6,332
25,000	0	25,000
25,000	6,332	31,332

Expenditures:

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

Totals:

\$	\$	\$
25,000	6,332	31,332
25,000	6,332	31,332

Fund 457: Storm Water Fund**ReedyCreekTerrBridge(ST1503)****Revenues:**

457-0000-391-9500 From Storm Water Fund

Totals:

\$	\$	\$
0	56,905	56,905
0	56,905	56,905

Expenditures:

457-0000-622-2023 Arch/Eng/Landscaping
 457-0000-622-2022 Construction Contracts

Totals:

\$	\$	\$
0	15,000	15,000
0	41,905	41,905
0	56,905	56,905

Fund 417: Storm Water Fund**Revenues:**

417-0000-392-0100 Fund Appropriations

Totals:

\$	\$	\$
434,269	56,905	491,174
434,269	56,905	491,174

Expenditures:

417-6996-696-7605 Storm Water Project

Totals:

\$	\$	\$
550,000	56,905	606,905
550,000	56,905	606,905

Fund 122: MPO Fund**Resrf Granby/Lewln/Unibvd (MPO11B)****Revenues:**

122-0000-337-5210 FHWA/TN FHWA 80%
 122-0000-391-0100 From General Fund

\$	\$	\$
1,175,423	0	1,175,423
448,906	(29,934)	418,972

Totals:	1,624,329	(29,934)	1,594,395
Expenditures:	\$	\$	\$
122-0000-609-2010 Advertising & Publication	303	0	303
122-0000-609-2022 Construction Contracts	1,505,847	403	1,506,250
122-0000-609-2023 Arch/Eng/Landscaping	118,179	(30,337)	87,842
Totals:	1,624,329	(29,934)	1,594,395

Fund 110: General Fund

Expenditures:	\$	\$	\$
110-4804-480-7052 To MPO Fund	48,660	(29,934)	18,726
110-4804-481-7035 To Gen Proj-Spec Rev Fund	269,857	29,934	299,791
Totals:	318,517	0	318,517

Fund 111: General Project Special Revenue Fund

Street Resurfacing (NC1500)

Revenues:	\$	\$	\$
111-0000-391-01-00 From General Fund	244,336	29,934	274,270
Totals:	244,336	29,934	274,270

Expenditures:	\$	\$	\$
111-0000-601-2022 Construction Contracts	237,672	29,934	267,606
111-0000-601-2023 Arch/Eng/Landscaping	6,664	0	6,664
Totals:	244,336	29,934	274,270

Fund 420: MeadowView Fund

Revenues:	\$	\$	\$
420-0000-375-6001 Furn Fixture & Equip Fees	198,600	90,000	288,600
Totals:	198,600	90,000	288,600

Expenditures:	\$	\$	\$
420-5001-501-9003 Improvements	0	50,953	50,953
420-5001-501-9006 Purchases Over \$5,000	50,000	39,047	89,047
Totals:	50,000	90,000	140,000

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

Apply for and Receive a Department of Justice, Office of Justice Programs / Bureau of Justice Assistance - Bulletproof Vest Partnership Reimbursement Grant

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

Action Form No.: AF-97-2015
 Work Session: May 4, 2015
 First Reading: N/A

Final Adoption: May 5, 215
 Staff Work By: Capt. Castle
 Presentation By: Chief Quillin

Recommendation:

Approve the resolution.

Executive Summary:

The Bulletproof Vest Partnership, created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The Office of Justice Programs' Bureau of Justice Assistance administers the Bulletproof Vest Program.

The Police Department budgets for and purchases vests each year as they are replaced due to expiration, wear and tear, or as new officers are hired. This grant program provides reimbursement to law enforcement agencies at up to 50% of their total vest expenditures. This grant application requests approval of application for \$7500.00. The actual amount approved may be slightly more or less.

Attachments:

1. Resolution

Funding source appropriate and funds are available: JS

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF A UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE BULLET PROOF VEST (BPV) REIMBURSEMENT GRANT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR SUCH APPLICATION AND RECEIPT OF GRANT FUNDS

WHEREAS, the Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique United States Department of Justice initiative designed to provide a critical resource to state and local law enforcement; and

WHEREAS, the Office of Justice Programs' Bureau of Justice Assistance administers the BVP Program; and

WHEREAS, the grant provides reimbursement to law enforcement agencies at fifty (50%) percent of the total spent to acquire bullet proof vests; and

WHEREAS, the grant will reimburse the police department to a maximum amount \$7,500.00 with no matching funds required; and

WHEREAS, certain documents must be completed and executed to receive the grant funds.

Now therefore,

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

SECTION I. That application for and receipt of a United States Department of Justice Bureau of Justice Assistance Bullet Proof Vest (BPV) grant in the amount of up to \$7,500.00 to provide reimbursement for the cost of purchasing bullet proof vests 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, all documents necessary and proper to apply for and receive a United States Department of Justice Bureau of Justice Assistance Bullet Proof Vest (BPV) grant and any and all documents necessary and proper for such application and receipt of funds.

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 5th day of May, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST;

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Resolution to Enter into an Agreement with the 2nd Judicial District Drug Task Force

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

Action Form No.: AF-100-2015
 Work Session: May 4, 2015
 First Reading: N/A

Final Adoption: May 5, 2015
 Staff Work By: D/C. Phipps
 Presentation By: Chief Quillin

Recommendation:

Approve the resolution.

Executive Summary:

The Kingsport Police Department has had a long and successful partnership as a member of the 2nd Judicial Drug Task Force (DTF) for many years. The Task Force is comprised of selected officers within the departments of Sullivan County Sheriff's Office, Bristol TN Police, and Kingsport Police. Historically, the DTF has governed itself through the use of a Memorandum of Understanding with the participating agencies. Recently, Director William Scollon of the Office of Criminal Justice Programs (OCJP) has mandated that each agency submit an Inter-local Agreement to the presiding Judicial District Attorney to meet the requirements set forth in T.C.A. 12-9-104. The OCJP provides partial funding for DTFs to operate through grants.

This agreement will continue to allow KPD to be a member of the Task Force in order to "consolidate effort, information, experience, and resources...within the district in order to effectively investigate drug cases." This agreement does not prohibit KPD from investigating drug cases within the city limits.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE 2ND JUDICIAL DISTRICT DRUG TASK FORCE, AND AUTHORIZING THE MAYOR AND THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Kingsport Police Department has worked for many years with the 2nd Judicial District Task Force through a Memorandum of Understanding; and

WHEREAS, recently the Office of Criminal Justice Programs has mandated that each agency submit an Interlocal Agreement to the Judicial District Attorney pursuant to requirements set forth in T.C.A. §12-9-104.

Now therefore,

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

SECTION I. That an Interlocal Cooperation Agreement with the 2nd Judicial District Task Force is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor and the chief of police, are 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 Interlocal Agreement with the 2nd Judicial District Task Force 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:

**INTERLOCAL COOPERATION AGREEMENT
2nd JUDICIAL DISTRICT DRUG TASK FORCE**

This Agreement is entered into by the undersigned parties on behalf of the governing bodies such parties represent by virtue of the office the individual holds at the time this Agreement is signed. The governing bodies represented herein are part of the 2nd Judicial District of the State of Tennessee.

WHEREAS, Tennessee Code Annotated, Section 12-9-101, *et seq.*, authorizes public agencies to enter into inter-local cooperation agreements; and

WHEREAS, Tennessee Code Annotated, Section 8-7-110, as amended by the Public Acts of 2004, authorizes any law enforcement officer or assistant district attorney general or district attorney general criminal investigator hired or assigned to a drug task force to enforce the laws of the State of Tennessee related to the investigation and prosecution of drug cases by conferring the same rights, powers, duties and immunities in every jurisdiction within the judicial district as such officer has within the officer's own jurisdiction; and

WHEREAS, the local governments that are parties to this Agreement are to avail themselves of all authority conferred by these statutes, and any other provisions of law, to create and operate a drug task force for the 2nd Judicial District; and

WHEREAS, it is deemed in the public interest by the parties hereto that such a multi-jurisdictional drug task force is created.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. PURPOSE: The purpose of the 2nd Judicial District Drug Task Force (hereinafter "DTF") is to consolidate the effort, information, experience and resources of the individual law enforcement agencies within the district in order to effectively investigate drug cases. This Agreement does not

prohibit, or otherwise restrict the law enforcement agencies which are parties to this Agreement, from continuing to investigate drug cases within the jurisdiction in which such agency operates.

2. BOARD OF DIRECTORS: The DTF shall be governed by the Board of Directors (hereinafter "Board"). The Board shall be comprised of the chief law enforcement officer for each city and/or county within the 2nd Judicial District that is a party to this Agreement. Other local governmental entities within the 2nd Judicial District may become a party to this Agreement through written notification to the Board of Directors, and approval by the governing body of the entity and acceptance of this Agreement's terms and conditions. Such added parties may then designate a representative for the Board according to the provisions outlined herein. The District Attorney General for the 2nd Judicial District shall also be a voting member of the Board.

Meetings. The Board will establish the time, date and place for its regular meetings. Regular meetings shall be held monthly. Special meetings of the Board shall be called upon the request of the Chairman or of one-third of the Board members. Notices of all meetings of the Board shall be sent by DTF personnel by e-mail or by regular mail at least five (5) business days prior to the meeting. Notice of any particular meeting may be given to some Board members in one manner and to the remaining Board members in a different manner.

Quorum. Except as otherwise provided herein, a majority of the Board members in person or by proxy shall constitute a quorum for the transaction of business. Except as otherwise provided herein, a majority of the quorum will rule.

Compensation. Members of the Board will serve without additional compensation.

Authority. The Board is responsible for the overall policy and direction of the DTF. The duties of the Board include, but are not limited to, the following:

1. Selecting a DTF Director. Such person will be assigned from one of the participating law enforcement agencies that are party to this Agreement.
2. Approving assignment, discharge, suspension, or transfer of DTF personnel.
3. Overseeing the finances of the DTF to ensure compliance with the procedures required by the State Comptroller, federal grants and any internal financial policies established by the Board.
4. Review annually all Memorandums of Understandings, Interagency Agreements and Inter-local Agreements.

Officers of the Board. The District Attorney General shall be designated Chairman of the Board and will hold said position for the duration of their tenure in office.

Voting. Each member of the Board will have an equal vote in the conduct of its business. Voting by proxy or thru an assigned designate will be allowed if the Board member elects this option at any time prior to the date a vote of the Board is taken. A vote by a proxy or assigned designate of a Board member will have the same force and effect as a vote by such Board member in person. Any action authorized in writing by all of the Board shall be an act of the Board with the same force and effect as if the same had been passed by unanimous vote of a duly called meeting of the Board.

Nonliability of Board members. The Board members shall not be personally liable for the debts, liabilities, or other obligations of the DTF.

3. DRUG TASK FORCE DIRECTOR: The Board shall assign a Director to supervise the day-to-day business of the DTF. The Director shall be responsible for implementing policies approved by the Board and for reporting to the Board at each meeting. The Director's compensation and authority shall be determined by the Board. The Director shall not be entitled to vote at Board meetings. The duties of the Director include, but are not limited to, the following:

1. Select a DTF Office Manager, and/or other necessary office personnel, and receive approval from the Board for such selection(s).
2. Approve expenditure of DTF funds and maintain account of such funds as required by the State Comptroller, federal grant and internal financial procedures established by the Board.
3. Ensure the timely preparation of all reports on DTF activities.
4. Prepare policies and procedures for DTF personnel, and receive approval from the Board for the implementation of such policies and procedures.
5. Enter into agreements, leases, and/or contracts on behalf of the DTF. The Director does not have to seek approval from the Board for agreements, leases and/or contracts pertaining to the day-to-day operations of the DTF; however, such agreements, leases and/or contracts must be accounted for within the budget and/or quarterly financial statement provided to the Board. The Board may set a maximum financial obligation which may be implemented through the authority of the Director, to set a standard by which approval must be sought prior to the implementation of agreements, leases and/or contracts pertaining to the DTF.

4. FINANCES: The financial matters of the DTF shall be conducted in accordance with all applicable state and federal laws.

Judicial District Drug Fund. A joint fund shall be established for the monies necessary for DTF operations. Such fund shall be maintained in the office of the Trustee in the county designated by

the Board. This fund shall be known as the "Judicial District Drug Fund." All monies including, but not limited to, local government contributions, fines, grant proceeds, seizures and forfeitures for the benefit of the DTF shall be deposited in this fund.

Disbursement of Judicial District Drug Fund. Monies from the Judicial District Drug Fund may be disbursed upon request by the DTF Director.

Disbursements shall be subject to the limitations established by the Board in accordance with state and federal law.

Contributions and Distribution of Income: All contributions by individual agencies that are members of the DTF along with any individualized agreements relating to the distribution of income and/or seized assets between the DTF and individual agencies, will be pursuant to Memorandums of Understanding between the DTF and the respective individual agencies. These agreements will be approved by the District Attorney General and the chief law enforcement officer of the respective agency. All distribution of income and/or seized property will comply with any and all applicable Tennessee state law.

Budget. The DTF Director shall prepare an annual budget on or before April 1st of each year designating the manner in which the Judicial District Drug Fund shall be disbursed. Such budget shall be approved by the Board prior to disbursement.

Purchasing. The Board may adopt policies and procedures concerning purchasing. The purchasing procedure of the DTF must comply with the purchasing procedure of the county wherein the DTF headquarters is located as well as any other applicable state and/or federal law.

Accounting and Reporting. The DTF must maintain the finances and records pertaining to such finances in accordance with state and federal law. The DTF Director shall file a monthly financial report with the Board.

Audit. An annual audit shall be conducted of the funds maintained by the DTF. The audit will be made by the State Comptroller or a private accountant employed via a majority vote of the Board.

5. PROPERTY OF THE DTF: The DTF shall have the authority to maintain control over personal and real property.

Personal Property and Equipment. The personal property and equipment contributed to or purchased by the DTF shall remain the property of the DTF for so long as the DTF is operational. The property and equipment supplied through employees assigned to the DTF that remain employees of a law enforcement agency and/or governmental entity shall remain the property of the law enforcement agency and/or governmental entity unless otherwise designated in writing.

Real Property. The DTF has the authority to purchase real property and hold such property in the name of the DTF. Any purchase of real property made by the DTF must be made with the authorization of the Director after receipt of approval by a majority of the Board.

Disposal of DTF Property. Obsolete or surplus property of the DTF may be disposed of at the discretion of the DTF Director. In the event the DTF is dissolved or disbanded, real and personal property in the custody and control of the DTF shall be disposed of by the Board to the law enforcement agencies and/or governmental entities that are parties to this agreement or in accordance with state law as a Court of competent jurisdiction in any county in which the DTF operates within the 2nd Judicial District shall direct.

6. PERSONNEL: Any assignment of a law enforcement officer, assistant district attorney general, or district attorney general investigator assigned to the DTF shall have such assignment in writing provided by the chief law enforcement official of the assigning jurisdiction; including, but not limited to, sheriff departments, police departments, task forces, state law enforcement agencies and district attorney general's office, and shall not become effective until approved by the Board. Non-Commissioned employees may be assigned to the DTF by agencies pursuant to Memorandums of Understanding between the DTF and respective agencies; such assignments shall be made in writing and shall not become effective until approved by the board. Pursuant to Tennessee Code Annotated, Section 8-7-110, any law enforcement officer employed by or assigned to the DTF must meet the minimum certification requirements of the peace officers standards and training commission; provided, however, that such officer shall not be entitled to receive a police pay supplement for that certification.

Commission. The Director of the DTF shall have the authority to commission personnel assigned to or hired by the DTF with the approval of the District Attorney General for the 2nd Judicial District.

Status and Benefits. Any law enforcement officer or non-commissioned employee assigned to the DTF shall remain an employee of the agency making the assignment for the purpose of compensation and benefits. Salaries of such officers shall be paid by the respective law enforcement agency making the assignment. A law enforcement officer assigned to the DTF shall retain all rights, privileges and benefits including, but not limited to, insurance, retirement, seniority, promotional consideration and Worker's Compensation with the assigning agency.

Assignment and Transfer. Each law enforcement agency and/or governmental entity that is a party to this Agreement may recommend law enforcement officers or non-commissioned personnel for assignment to the DTF. The officer or non-commissioned person, the assigning agency, the Director or the Board may request assignment changes regarding the officer's position or non-commissioned person's position with the DTF. Any assignment or change in assignment pertaining to personnel with respect to the DTF shall be subject to Board approval. Any law enforcement officer or non-commissioned person assigned by the DTF shall follow the policies and procedures of the assigning agency as well as those established by the Director for the DTF.

7. AUTHORITY OF DTF AGENTS: Any law enforcement officer or assistant district attorney general or district attorney general criminal investigator assigned to or hired by the DTF shall have the same rights, powers, duties and immunities in every jurisdiction within the judicial district as such officer has within the officer's own jurisdiction. Such individuals shall also have the same rights, powers, duties and immunities statewide as such officer has within the 2nd Judicial District; provided, that investigations conducted outside the officer's jurisdiction originated within the officer's own jurisdiction and is immediately necessary to an ongoing investigation; or by working in cooperation with another judicial district or multi-judicial district task force or law enforcement agency; or where there exists a mutual aid agreement between the judicial districts or multi-judicial district task forces approved by each district attorney general. See Tennessee Code Annotated, Section 8-7-110. Any law enforcement officer, who is employed directly by the 2nd Judicial District Drug Task Force and has been conferred law enforcement powers, shall have all the police powers necessary to enforce all State laws, including all traffic laws, the power to serve and execute warrants, arrest offenders and issue citations.

8. IMMUNITIES OF DTF AGENTS: Notwithstanding any other provision of law to the contrary, concerning members of judicial district task forces relating to the investigation and prosecution of alleged drug violations, if a claim or suit should be filed against an individual and it is proven that: (1) at the time of the alleged incident the individual was a member of the DTF who was properly certified to the board of claims pursuant to state law; and (2) the alleged liability arose out of the individual's activities as a DTF member; then it shall be conclusively deemed that the individual was not an employee, agent or servant of a local government but was a volunteer to the state. To the extent any conflict exists concerning liability or jurisdiction of the members of the DTF relating to the investigation and prosecution of, but not limited to, drug cases between the provisions established by state law and any mutual aid or interlocal agreement entered into by the DTF, then state law shall take precedence over any such agreement. See Tennessee Code Annotated, Section 8-7-110.

9. QUALIFICATIONS FOR CERTIFYING MEMBERS OF THE TASK FORCE AND MEMBERS OF THE BOARD OF DIRECTORS:: Pursuant to Tennessee Code Annotated Section 8-42-101(3)(C), the 2nd DTF will comply with all requirements of Chapter 0620-3-5 of the Rules of the Tennessee Department of Finance and Administration relating to the qualifications for certifying members and board of directors of judicial drug task forces relating to the investigation and prosecution of drug cases for the purpose of state liability protection.

10. DURATION AND TERMINATION OF AGREEMENT: The duration of this Agreement is perpetual. A party to this Agreement may withdraw at any time by providing written notice to the Board at least sixty (60) days prior to such withdrawal. The DTF may be dissolved upon the vote of a majority of the Board and the approval of the District Attorney General of the 2nd Judicial District. Upon such vote, the DTF will wind up its affairs in accordance with the provisions outlined herein.

11. CONSTRUCTION: Should any of the provisions or portions of this Agreement be held unenforceable or invalid for any reason, the remaining provisions and portions of the Agreement shall be unaffected by such holding.

12. EFFECT: This Agreement shall take effect as of June 1, 2015, upon the adoption of the terms of this Agreement by the Board in existence prior to such effective date. Such entities seeking to be parties to this Agreement shall be made such upon receipt by the Board of the minutes of the meeting of the governing body of such party showing agreement to the terms outlined herein. If a participating entity does not seek approval of this Agreement prior to June 1, 2015, such entity will be removed from participation on the Board or as an assigning agency of the DTF. The members of the Board and parties to this Agreement will be determined by the signatures affixed hereto by the representative assigned by the governmental agency after approval by the government body of the terms of this Agreement. If a signature and date does not appear by a party's agency, then such agency is not represented on the Board.

IN WITNESS WHEREOF, the parties by their duly authorized representatives designated by the following signatures:

[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 5th day of May, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Enter Into an Agreement with Coca-Cola Bottling Company for Pouring Rights at Brickyard Park, Domtar Park and Eastman Park at Horse Creek

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

Action Form No.: AF-60-2015
 Work Session: May 4, 2015
 First Reading: N/A

Final Adoption: May 5, 2015
 Staff Work By: M. Elkins, A. Sigwalt, K. Frazier
 Presentation By: Morris Baker

Recommendation:

Approve the resolution to accept the proposal from Coca-Cola Bottling Company.

Executive Summary:

The City of Kingsport recently opened and reviewed proposals from Coca-Cola and PepsiCo for pouring rights at Brickyard Park, Domtar Park and Eastman Park at Horse Creek. Following an internal review, it is the staff's recommendation that the City enter into a ten year agreement with Coca-Cola for pouring rights at Brickyard Park, Domtar Park and Eastman Park at Horse Creek. Our decision was based on the fact Coca-Cola provided the best financial package, marketing package and product cost package of the proposals submitted.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM CCBCC, LLC (COCA-COLA BOTTLING COMPANY); APPROVING AN AGREEMENT FOR POURING RIGHTS AT BRICKYARD PARK, DOMTAR PARK AND EASTMAN PARK AT HORSE CREEK; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, proposals were opened on February 17, 2015 for pouring rights at Brickyard Park, Domtar Park and Eastman Park at Horse Creek; and

WHEREAS, upon review of the proposals, the board finds CCBCC, LLC (Coca-Cola Bottling Company) is the best responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a Customer Marketing Agreement with CCBCC, LLC; and.

Now therefore,

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

SECTION I. That the proposal for the pouring rights at Brickyard Park, Domtar Park and Eastman Park at Horse Creek is awarded to CCBCC, LLC (Coca-Cola Bottling Company).

SECTION II. That a Customer Marketing Agreement with CCBCC, LLC for pouring rights at Brickyard Park, Domtar Park and Eastman Park at Horse Creek is approved.

SECTION III. 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 Customer Marketing Agreement with CCBCC, LLC for pouring rights at Brickyard Park, Domtar Park and Eastman Park at Horse Creek and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said draft of agreement being as follows:

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
The City of Kingsport**

THIS CUSTOMER MARKETING AGREEMENT (the "**Agreement**") is made and entered into as of the 1st day of May 2015 company ("**CCBCC**"), and The City of Kingsport d/b/a Kingsport Parks and Recreation, a municipal corporation ("**City**").

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCBCC and City hereby agree as follows:

1. Product Sale and Distribution.

(a) General. During the term of this Agreement, City shall (i) merchandise, advertise, display, vend, sell and otherwise distribute, all at retail, (collectively, hereafter referred to as "distribute" or "distribution") sparkling and still non-alcoholic beverages of any kind or form, and all beverage bases from which these can be prepared, including, without limitation, all carbonated soft drinks, noncarbonated drinks, juices and juice drinks, teas and tea drinks, packaged waters, energy drinks, isotonic and sport performance beverages, vitamin/mineral enhanced waters, and nutritional supplement beverages, that are (A) marketed under trademarks or brand names owned or controlled

by or licensed for the use of CCBCC or an affiliate and (B) customarily and regularly distributed by CCBCC in the ordinary course under comparable circumstances at the then subject time (the "Products") and (ii) obtain all of its requirements for Products from CCBCC. City shall distribute the Products in the manner set forth herein and shall use its best efforts to maximize the sales or, and revenue from, the Products. Such distribution shall be carried out at the locations specified on **Exhibit A** (the "Locations").

(b) Full service Vending Machine Sales. With respect to self-operated, coin and bill, vending machines placed at the Locations by CCBCC hereunder and identified as "Full Service Vending Machines" on **Exhibit C** ("**Full service Vending Machines**"), CCBCC shall stock such vending machines in accordance herewith. All Products in such Full service Vending Machines (and all cash and other proceeds from sales of such Products) shall be at all times the property of CCBCC, and CCBCC shall be responsible for removing from the Full service Vending Machines all such cash and other proceeds. City shall return to CCBCC all such Products and proceeds that might come into City's possession. City shall have no right to access any internal areas or parts of such Full service Vending Machines.

(c) Direct Sales Vending Machines. Except as provided in Section 1(b) above with respect to Full service Vending Machines, City shall stock all self-operated, coin and bill, vending machines, if any, placed at the Locations by CCBCC ("**Direct Sales Vending Machines**" and together with Full service Vending Machines, "**Vending Machines**") in accordance herewith. Products sold through Direct Sales Vending Machines shall be purchased by City from CCBCC as provided herein and resold by City only to retail consumers in the ordinary course of City's operations. Once delivered to City, all Products in such Direct Sales Vending Machines (and all cash and other proceeds from sales of such Products) shall be the property of City, with City having all attendant risk of loss and ownership obligations.

(d) Delivered Bottle, Can and Fountain Sales. In addition to sales through Vending Machines, Products will also be sold at certain Locations through cashier assisted (or comparable) cold cases, kiosks, fountain dispensers, coolers, hawking, vending, shelf displays and other non-vending machine vehicles of distribution (collectively, for convenience of reference, "Cold Cases"). Products sold through Cold Cases shall be purchased by City from CCBCC as provided herein and resold by City only to retail consumers in the ordinary course of City's operations. Once delivered to City, any such Products sold to City shall become the property of City, with City having all attendant risk of loss and ownership obligations. Proceeds from the sales of such Products shall be the property of City. CCBCC shall sell Products to City (in the manner provided herein) in such amounts as are reasonably required by City, from time to time, subject to such reasonable caps on such requirements as may be determined, from time to time, by CCBCC. CCBCC shall not be liable to City for failure to make shipments of Products where such failure is due to any cause or condition beyond the reasonable control of CCBCC.

(e) Minimum Required Sales. CCBCC is entering into this Agreement on the basis that Product sales at the Locations will achieve certain targets. Accordingly, the sales of Products through Full service Vending Machines and/or to City for resale through Direct Sales Vending Machines and Cold Cases shall in no event be less than the minimums set forth on **Exhibit B**. Failure to achieve those minimums shall constitute an event of Cause hereunder (as defined in Section 9 below).

2. Sponsorship Recognition. City hereby grants to CCBCC (and the Products) sponsorship recognition and the right to promote (and the cooperation and active involvement of City in promoting) CCBCC and the Products in connection with City and any activities, functions and event venues operating under the auspices of city ("**Related Activities**"). Sponsorship recognition benefits include, without limitation, those set forth on **Exhibit A**. CCBCC shall have the right to identify itself as a "sponsor" of City and Related Activities and identify the Products as the "official" or "exclusive" non-alcoholic beverages of City and any Related Activities and to use any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by City (collectively, the "**City Marks**") on a royalty-free basis during the term of this Agreement. Without limiting the generality of the foregoing, CCBCC shall submit to City, and City shall have the right to approve within ten (10) days of receipt from CCBCC, which approval shall not be unreasonably withheld or delayed, (i) any concept for any promotional activity undertaken by CCBCC hereunder with respect to City or any Location or Related Activity and (ii) any artwork or other items created by CCBCC that incorporate any City Marks for use in any such promotional activity. In the event that City fails to provide any response to CCBCC within such ten (10) day period, such submission shall be deemed approved by City. CCBCC shall have access to the Locations and any Related Activities at all reasonable times for any appropriate purposes hereunder and, with respect to promotions, agrees to comply with any reasonable requirements of City regarding operation, placement, set-up and tear-down of CCBCC's promotional materials

3. Exclusivity. In consideration for, and as a material inducement to, CCBCC entering into this Agreement, City expressly agrees that, during the term of this Agreement, City shall not (i) distribute, for compensation or otherwise, directly or indirectly, any products or supplies on or at the Locations, the same as or comparable to or compete with the Products ("**Competing Products**") or (ii) grant any similar sponsorship recognition to any Competing Products (or any distributor of Competing Products). In the event that any commercial third party attempts, without CCBCC's prior written consent, to distribute any Competing Product or to associate any Competing Product with City, or to suggest that a Competing Product is endorsed by, or associated with, City, then City will promptly take any steps necessary to stop and prevent such actions and to protect the exclusive rights granted to CCBCC under this Agreement. In the event a third party concessionaire is contracted by the city, the terms of this agreement shall apply.

(a) Cause the Products (specifically including, Coca-Cola® classic, diet Coke®, Sprite®, diet Sprite®, and soft drinks, and POWERADE®) purchased directly from Bottler to be exclusively available at the Facility, including all concessions, and vending machine locations. No Competitive Products shall be made available by the City or authorized third party concessionaire.

(b) Cause all menu boards and equipment dispensing Beverages on the premises of the Facility to carry advertising panels mentioning Products which are clearly visible to the purchasing public.

(c) Use and cause all concessionaires to use Coca-Cola trademark cups purchased from Bottler.

(d) Grant exclusive Beverage advertising rights, where applicable in the Facility to Bottler and not grant advertising rights at the Facility with respect to any Competitive Products.

(e) Grant to Bottler the exclusive Beverage vending rights, if applicable at the Facility.

4. Sponsorship Fees. During the Term (as defined in Section 9 below) of this Agreement, provided that City is in continuous compliance hereunder, CCBCC shall pay to City the sponsorship fees set forth on Exhibit A ("Sponsorship Fees"). In the event of a breach of this Agreement by City, CCBCC shall be under no obligation to make any additional payments to City after the date of such breach. Any and all Sponsorship Fees paid by CCBCC for that year and a pro-rated amount of the upfront sponsorship that has been paid prior to such breach shall be immediately refunded to CCBCC by City.

5. Marketing Support. During the Term of the Agreement, CCBCC shall provide annual marketing support in the amount set forth on Exhibit A (the "Marketing Funds"). If, with respect to any year during the Term of the Agreement, CCBCC provides marketing support in an amount that is less than the Marketing Funds, the difference between the Marketing Funds and the amount of the marketing support actually provided for such year shall roll over to the following year and shall be in addition to the Marketing Funds for such following year. If, at the end of the Term, there are any unused Marketing Funds, CCBCC shall have no obligation to pay, and shall not pay, the amount of any such unused Marketing Funds to City.

6. Product Support. During the Term of this Agreement, provided that City is in continuous compliance hereunder CCBCC shall, at no cost to City, provide Product support each year in the amount set forth on Exhibit A; provided however that CCBCC shall not be liable to City for failure to provide such Product support where such failure is due to any cause or condition beyond the reasonable control of CCBCC. City shall request Product support in writing at least fourteen (14) days prior to the desired delivery date, and any such requests shall be for an amount of Product that is equal to or greater than twenty (20) cases. For the avoidance of doubt, if, with respect to any year during the Term, City fails to request all of the Product support available for such year, the amount of any Product support not requested by City shall not carry over to the next year nor shall City be entitled to receive any compensation from CCBCC with respect thereto. City shall not, and shall not be permitted to, resale any Product provided by CCBCC to City pursuant to this Section 6. If, with respect to any year during the Term of this Agreement, City requires Product support in excess of the amount set forth on Exhibit A, CCBCC shall provide such Product support to City' provided, however that City shall purchase such Product support from CCBCC at the then-current prices for the Products.

7. Prices and Commission.

(a) Product Prices. CCBCC agrees to sell to City Products for resale by City through Cold Cases, in accordance with the prices, terms and conditions set forth on Exhibit B, during the period in which City is in full compliance with the terms and conditions of this Agreement.

(b) Commission on Sales. CCBCC shall pay to City a commission on CCBCC's sales of Products through Full service Vending Machines at the Locations ("Commission"), during the period in which City is in full compliance with the terms and conditions of this Agreement. Commission shall be computed and paid in the manner, and subject to the provisions, set forth on Exhibit B.

8. Equipment.

(a) General. CCBCC shall provide all Vending Machines necessary and appropriate (in its sole discretion) to distribute the Products at the Locations. Those Vending Machines, along with any Cold Cases and other equipment, if any, provided by CCBCC to City (in CCBCC's sole discretion), to

assist City in Cold Case distribution, are referred to collectively as the "**Equipment**". The Equipment at the Effective Date consists of those items set forth on **Exhibit C**. All Equipment is and shall remain the property of CCBCC. City shall take no action inconsistent with such ownership and shall cooperate with CCBCC in preserving and evidencing the same, including execution, delivery and filing of financing statements and other documents, as CCBCC may require. City agrees that (i) it will maintain a safe environment at the Locations, so as to protect the Equipment from theft and vandalism and (ii) reimburse CCBCC for any loss or damage to any Equipment, other than reasonable wear and tear. City will not encumber the Equipment in any manner or permit any attachment thereto. Upon expiration or termination of this agreement, City shall immediately return all Equipment or other property of CCBCC and provide access to the locations for CCBCC's removal of the same. If Equipment is not returned to CCBCC pursuant to the terms of the immediately preceding sentence, then CCBCC shall submit an invoice to City setting forth the replacement cost of any such unreturned Equipment and any costs and expenses incurred by CCBCC (including labor and collection costs) in connection with CCBCC's attempt to remove the Equipment from the Locations. City shall pay such invoice in accordance with the payment terms set forth in Part B.2 of **Exhibit B**.

(b) **Installation Sites**. The Equipment installation sites at the Locations shall be as set forth on **Exhibit C** and as otherwise mutually agreed upon by the parties. The Equipment may not be removed from the installation sites without CCBCC's prior written consent. City represents and warrants that electrical service at each installation site is proper and adequate for the Equipment.

(c) **Stocking and Maintenance**. CCBCC shall stock the Full service Vending Machines with Products through CCBCC's regular, full service delivery drivers or agents, in accordance with CCBCC's delivery policies in effect, from time to time. CCBCC shall perform maintenance services on the Equipment, at its expense, in accordance with CCBCC's maintenance and repair policies, in effect from time to time, but shall not be liable for damages of any kind arising out of delays in providing service to the Equipment. CCBCC may, at its option, replace or supplement the Equipment during the term of this Agreement. City shall provide CCBCC with reasonable access to the Equipment in order to allow CCBCC to stock the Full service Vending Machines and perform any maintenance services on the Equipment.

9. **Term and Termination**. The term of this Agreement shall commence on the Effective Date and shall continue until 05, 01, 2025 Notwithstanding the foregoing, this Agreement may be terminated by either party, for Cause, at any time during the Term, without notice and effective immediately. "**Cause**" means and refers to (i) a material breach by a party of this Agreement, including without limitation the exclusivity provisions in Section 3 or (ii) A party engaging in (A) unethical business practices, (B) conduct detrimental to the other party, (C) a misrepresentation of the Products or (D) conduct that creates a conflict of interest with respect to City and CCBCC.

10. **Representations, Warranties and Covenants**. Each of the parties represents and warrants that this Agreement is valid and legally binding upon that party and enforceable in accordance with its terms. City represents, warrants and covenants that (i) City has the sole and exclusive authority to distribute the Products, and authorize distribution, at the Locations and any Related Activities and to grant the sponsorship rights to CCBCC set forth herein. (ii) City has taken all required and advisable action necessary to enter into, and complied with all applicable laws and regulations in entering into, this Agreement and (iii) Both parties will ensure that any and all of its employees, agents and authorized representatives shall adhere to the terms and conditions of this Agreement.

11. **Confidentiality**. This is a public bid. City shall not be held to the usual terms of CCBCC contracts on this matter. This information can be obtained at any point by anyone being that it is a municipal contract.

12. **Indemnification**. CCBCC agrees to indemnify and hold City harmless from and against, and to pay to City, any and all losses, claims, demands, liabilities and damages incurred by City, including without limitation reasonable attorneys' fees and court costs, directly arising out of, directly relating to or in connection with, the defective manufacture of the Products.

13. **Insurance**. During the term of this Agreement, City shall maintain commercial general liability insurance with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate from an insurer which is A.M. Best Company rated A- or higher. Any such policy shall be endorsed to specifically name CCBCC and its subsidiaries, affiliates, successor and assigns as additional insureds. City shall provide any certificates of insurance to CCBCC upon request, and all such certificates shall indicate that thirty (30) days' prior written notice to CCBCC of cancellation or non-renewal is required.

14. **No License**. Nothing contained in this Agreement shall be deemed to grant City any right in, or license to, any intellectual property of CCBCC or its affiliates, and City shall not copy, reproduce, distribute or otherwise use any trademarks, service marks, logos or slogans of CCBCC or its affiliates, without the prior written consent of CCBCC.

15. **Notices.** Any and all notices or communications between the parties with respect to this Agreement shall be deemed given when made in writing and delivered by hand or sent by first-class mail (registered or certified, with return receipt requested), overnight courier (guaranteeing next business day delivery) or by facsimile (followed by first class mail confirmation), to the address of the party appearing under its name on the signature page below (or to such other address as may be designated in a notice given hereunder).

16. **Equitable Relief.** City acknowledges that the rights granted to CCBCC hereunder are special, unique and extraordinary and are of indeterminant value, the loss of which cannot be fully compensated by damages, actions at law or by application of other remedies described herein. Consequently, City acknowledges and agrees that, in addition to any other available remedies hereunder, in the event of a breach by City of its obligations hereunder, CCBCC shall be entitled to seek and obtain equitable relief, including an injunction requiring the City to comply fully with its obligation under this Agreement. Further, CCBCC shall have the right to withhold, and not pay, further Sponsorship Fees or any other amounts that would otherwise become due and payable to City hereunder if, and so long as, City is in breach of its obligations hereunder.

17. **Miscellaneous.** This Agreement shall not be assigned or transferred by City without the prior written consent of CCBCC, and any such attempt to assign or transfer this Agreement without the prior written consent of the other party will be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No waiver by any party of any breach by another party of any provision hereof shall be deemed to be a waiver of any other breach thereof or as a waiver of any such or other provision of this Agreement. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written contracts and understandings with respect to the subject matter hereof. All Exhibits attached hereto are hereby incorporated herein by reference. This Agreement may not be changed or modified orally, but only by an instrument in writing, signed by the parties hereto, which instrument states that it is an amendment to this Agreement. Except as equity may require, should any provision of this Agreement or any part thereof be held to be invalid or unenforceable, the same shall not affect or impair any other provision of this Agreement or any part thereof, and the invalidity or unenforceability of any provision of this Agreement shall not have any effect on or impair the obligations of a party with respect to the remaining provisions of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement.

18. **Additional Terms and Conditions.** Notwithstanding anything in this Agreement, including the exhibits and attachments, to the contrary the following shall control:

A. **Taxes.** City is exempted from Federal Excise Taxes, State of Tennessee and local sales taxes and CCBCC must quote prices which do not include such taxes, unless by law the taxes must be a part of the price. Exemption Certificates will be furnished upon request.

B. **Indemnification.** City, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any service and/or materials furnished by CCBCC, provided that such liability is not attributable to negligence on the part of the using agency of failure of the using agency to use the materials in the manner outlined by CCBCC in descriptive literature or specifications submitted with the Agreement. City will not indemnify CCBCC.

C. **Limitation of Remedies.** Any provision in this Agreement that may be considered in agreement to waive the legal rights of the citizens of the City of Kingsport may be considered cause for rejection.

D. **Invalidity of Any Terms.** All agreements related to the purchase and sale of any product pursuant to this bid document will include the following conditions: "Notwithstanding anything in this section to the contrary, any provision of provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including Appellate review if pursued, to violate the laws or Constitution of the State of Tennessee."

E. **Insurance.** During any work performed by CCBCC on the premises of City or otherwise, CCBCC agrees to take such measures as to effectually prevent any accident to persons or property during or in connection with the work; and especially to indemnify and save harmless City from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and CCBCC and City and their representative agents and employees, occasioned in any way by the acts or omissions of the CCBCC, or its agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the sole negligence of City, its agents or employees. CCBCC shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and from any claims for bodily injuries, including death, either to its employees, or others, and from all claims on account of property damage, which may arise in connection from

said work. All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City." Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile. CCBCC and CCBCC

F. **F.O.B.** All prices will be quoted F.O.B. Kingsport, Tennessee; delivery to City's locations shall be without additional charge.

G. **Civil Rights Compliance.** CCBCC certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

H. **Governing Law, No Arbitration, Jurisdiction, Waiver Of Jury Trial, Venue.** This Agreement and all purchase orders issued thereto will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.

I. **Confidentiality.** All contracts, purchase orders, and any documents or material obtained by City may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T.C.A. 10-7-503 et seq. without regard to any provision contained in the document declaring information confidential.

J. **Assignment.** This agreement is not assignable by CCBCC without the written consent of City. All purchase orders will include a provision that is not assignable by CCBCC without the written consent of City.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

[Acknowledgements and Exhibits Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 5th day of May, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives for Services via Holston River Regional Library

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

Action Form No.: AF-99-2015
 Work Session: May 4, 2015
 First Reading: N/A

Final Adoption: May 5, 2015
 Staff Work By: Helen Whittaker
 Presentation By: Morris Baker

Recommendation:

Approve the resolution.

Executive Summary:

These are annual agreements which make the library eligible to receive funds for books, online resources (over 70 databases, 40,000 downloadable eBooks/audiobooks), professional training from the State Library through the Holston River Regional Library System, the use of the State Library's state-wide courier service, use of Holston River Regional Library's automation system and consortium online catalog. At no cost to us.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES TO RECEIVE FUNDING FOR BOOKS AND TRAINING AND FOR SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2015/2016

WHEREAS, the City of Kingsport is eligible to receive fiscal year 2015-2016 Tennessee State Library and Archives funding for books, online resources and professional training, and use of the courier service, the automation system and internet service through the Holston River Regional Library System; and

WHEREAS, receipt of the funding and services requires execution of a renewal of the Public Library Service Agreement with the Tennessee State Library and Archives;

Now therefore,

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

SECTION I. That a Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system and internet service through the Holston River Regional Library System for fiscal year 2015-2016 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system and internet service through the Holston River Regional Library System for fiscal year 2015-2016, 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:

2015-2016 PUBLIC LIBRARY SERVICE AGREEMENT

Holston River Region

Sullivan County

Responsibilities of the Kingsport Public Library & Archives

The Public Library Board of Trustees will:

1. Confirm and provide proof (upon request) that the library has been legally established in accordance with Tennessee Code Annotated 10-3-101.
2. Furnish annual documents for participation in the Tennessee State Library and Archives Regional System, including, but not limited to:
 - The Public Library Maintenance of Effort Agreement
 - The Public Library Service Agreement
 - The Official Public Library Service Area Population Agreement
 - County/City and Regional Library Board Appointments and Contact Information
 - The Public Library Annual Statistics Survey
 - Board of Trustees minutes and other reports made to the County and/or City governing body
 - A Long-range Plan for Library Services and Technology
3. Support the allocation of locally appropriated public funds at a level not less than the amount appropriated in the last fiscal year, as well as the expenditure of locally appropriated funds at a level

not less than the total amount expended in the last fiscal year. This is referred to as "Maintenance of Effort" (MOE) in various documents and also applies to library operating hours as detailed in item 4 of this document.

4. Maintain a schedule of service hours which best meets the needs of the residents and which will not fall below the level set in the preceding year. Note: Unduplicated branch hours are included in the service hours provided system-wide.

5. Follow all local, state and federal laws and regulations, including, but not limited to, display and provision of the mail-in Application for Voter Registration within the library facilities. (See National Voter Registration Act of 1993) Display posters and provide written material, provided by the Tennessee Division of Elections, educating the public regarding election law changes such as photo identification requirements.

6. Provide basic library services free to the inhabitants of the city or county. Extend the privileges and facilities of the library to persons residing outside the County or City upon such terms as it may deem proper.

7. Adopt written board bylaws and library usage policies and provide copies to the Regional Library.

8. Include Regional Director, or regional designee, in all board meetings as a non-voting participant and provide information related to the meeting and library and board official acts.

9. Participate in trustee continuing education and training provided by the Regional Library and the Tennessee State Library and Archives.

10. Require library director and/or staff participation at a minimum of four Regional Library-sponsored training programs annually.

11. Provide MARC-compatible cataloging records to AGen (statewide catalog database).

The following resources, available upon request, will be helpful to public libraries in meeting these responsibilities:

- Tennessee Code Annotated, Title 10
- Tennessee Standards for Non-Metropolitan Public Libraries, 2014
- Tennessee Trustee Manual and Tennessee Trustee Toolkit

Responsibilities of the State Library and Its Regional Offices

Subject to availability of resources, the State will:

1. Provide assistance to County and City officials and library board(s) in developing a unified system of public library service for all residents of the county.

2. Provide professional library consultant services to local public library boards and staff, which may include, but not be limited to:

- Planning and Development
- Personnel Management
- Policy Development
- Recruitment and Hiring of Library Directors
- Collection Management
- Grant Preparation Guidance
- Automation Guidance
- Facilities Management and Construction Guidance

3. Upon request, furnish technical and technology assistance to local public library boards and staff, which may include, but not be limited to:

- Materials Acquisitions
- Original Cataloging
- Data Collection and Analysis
- Computer Hardware Problem Resolutions
- Shared ILS Problem Resolutions

4. Allocate State funds for a collection of library materials on indefinite loan.

5. Facilitate access to READS (Regional eBook and Audiobook Download System).

6. Provide an annual summer reading program workshop and library participant materials for promotion and implementation.

7. Purchase and maintain a collection of professional materials to support the improvement of library and management skills of local public library boards and staff.

8. Supply statistical information and data pertaining to the operation and use of the library.

9. Regularly provide workshops and training for library boards and staff.

[Acknowledgements Deleted for Inclusion in 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 citizens of the city.

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

ADOPTED this the 5th day of May, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Adopting the Sullivan County, Tennessee Multi-Hazard Mitigation Plan

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

Action Form No.: AF-98-2015
 Work Session: May 4, 2015
 First Reading: N/A

Final Adoption: May 5, 2015
 Staff Work By: Lynn Tully, AICP
 Presentation By: Lynn Tully, AICP

Recommendation:

Approve and authorize the Mayor to sign the resolution.

Executive Summary:

Sullivan County and the City of Kingsport have been working cooperatively on hazard Mitigation Planning since 1966. This is a joint planning document with input and approvals from:

- Sullivan County
- City of Kingsport
- City of Bristol
- Town of Bluff City

The plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 and to achieve eligibility for the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) programs. This plan is not an emergency response plan, its purpose is to identify and mitigate the hazards that contribute to, or create, emergency situations. The Sullivan County Planning Commission held a public hearing on June 18, 2013 to review the initial draft of the plan. Subsequent to the public hearing, the plan was revised and forwarded to the Tennessee Emergency Agency (TEMA) and the Federal Emergency Management Agency (FEMA) for approval. The plan has been approved by both agencies and now requires adoption by the Kingsport Board of Mayor and Alderman. The City of Bristol and Town of Bluff City will also hold a meeting for approval of the plan. The Sullivan County Commission adopted the plan on February 17, 2015. The reason it is necessary to have the plan adopted is to continue to be eligible for State and Federal Assistance should an emergency occur.

Attachments:

1. Resolution
2. Sullivan County Multi-Hazard Mitigation Plan Executive Summary

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

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE SULLIVAN COUNTY MULTI-HAZARD MITIGATION PLAN FOR KINGSPORT IN SULLIVAN COUNTY, TENNESSEE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO ADOPT THE PLAN

WHEREAS, the city recognizes the threat that natural hazards pose to people and property in the community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the federal government enacted the Disaster Mitigation Act of 2000 emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act provides for hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Multi-Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the city fully participated in the FEMA-prescribed mitigation planning process to prepare this county-wide Multi-Hazard Mitigation Plan; and

WHEREAS, the Tennessee Emergency Management Agency (TEMA) and the Federal Emergency Management Agency Region IV officials have reviewed the "Sullivan County Multi-Hazard Mitigation Plan", and approved it, contingent upon official adoption by the city's governing body; and

WHEREAS, the city wants to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Sullivan County Multi-Hazard Mitigation Plan; and

WHEREAS, adoption demonstrates the city's commitment to fulfilling the mitigation goals and objectives outlined in Multi-Hazard Mitigation Plan.

Now therefore,

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

SECTION I. That the City of Kingsport adopts the "Sullivan County Multi-Hazard Mitigation Plan" as an official plan; and

SECTION II. That the Sullivan County Emergency Management Agency will submit on behalf of the participating municipalities the adopted Sullivan County Multi-Jurisdictional Hazard Mitigation Plan to the Federal Emergency Management Agency officials for final review and approval.

SECTION III. That the board finds that the actions authorized by this resolution are

for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 5th day of May, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Sullivan County, Tennessee Multi-Hazard Mitigation Plan

Prepared by
AMEC Environment & Infrastructure
Hazard Mitigation and Emergency Management Program
Nashville, Tennessee



EXECUTIVE SUMMARY

The purpose of natural hazards mitigation is to reduce or eliminate long-term risk to people and property from natural hazards. Sullivan County and participating jurisdictions have prepared this update to the local hazard mitigation plan to better protect the people and property of the County from the effects of natural hazard events. The plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 and to achieve eligibility for the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) programs.

The Sullivan County Multi-Hazard Mitigation Plan is a multi-jurisdictional plan that covers the following local governments that participated in the planning process:

- Sullivan County
- Town of Bluff City
- City of Bristol
- City of Kingsport

The County's planning process for the update followed a methodology prescribed by FEMA, which began with the formation of a Hazard Mitigation Planning Committee (HMPC) comprised of key stakeholders from Sullivan County, participating jurisdictions, and state and federal agencies. The HMPC conducted a risk assessment that identified and profiled hazards that pose a risk to Sullivan County, assessed the County's vulnerability to these hazards, and examined the capabilities in place to mitigate them. The County is vulnerable to several hazards that are identified, profiled, and analyzed in this plan. Floods, earthquakes, and severe weather are among the hazards that can have a significant impact on the County.

Based upon the risk assessment, the HMPC identified goals and objectives for reducing risk to natural hazards. The goals and objectives of this multi-hazard mitigation plan are to:

Goal 1: Reduce the vulnerability of the people, property, and environment of Sullivan County.

- Protect community lifelines (existing and future) from identified natural and man-made hazards;
- Better manage flood hazard areas;
- Better manage fire hazard areas; and
- Protect community historic preservation resources from identified natural and man-made hazards.

Goal 2: Improve and maintain coordination and communication between all jurisdictions.

Goal 3: Educate the public on identified natural and man-made hazards.

- Improve hazard mitigation planning for Bristol Motor Speedway (BMS) facility events

Goal 4: Improve public hazard communication methods.

To meet identified goals and objectives, the plan recommends the mitigation actions summarized in the table on the following page. The HMPC also developed an implementation plan for each action, which identifies priority level, background information, ideas for implementation, responsible agency, timeline, cost estimate, potential funding sources, and more.

The multi-hazard mitigation plan has been formally adopted by the Sullivan County Board of Commissioners and the governing bodies of each participating jurisdiction and will be updated within a five-year timeframe.

Mitigation Action Matrix

Jurisdiction	Action	HMPC Priority	Goals Addressed	Hazards Addressed	Action Type	Status
Multi-Jurisdictional	<ol style="list-style-type: none"> 1. Public Awareness Program <ol style="list-style-type: none"> a. Continue public education efforts, such as quarterly online newsletter, participation in safety fairs, and press releases/radio PSAs in coordination with the Public Health Coalition regarding natural and man-made hazards. b. Continue public education on shelter c. Educate property owners near the Bristol Motor Speedway facility about hazard mitigation roles and responsibilities. 	High	Goals 1, 3	Multi-Hazard	Preventative	Revised
Multi-Jurisdictional	<ol style="list-style-type: none"> 2. Continue to seek ways for Tier II facilities to report electronically in a web-based format, as the current system supported by a University may soon be unavailable. 	High	Goals 1, 4	Man-made Hazards	Preventative	New
Multi-Jurisdictional	<ol style="list-style-type: none"> 3. Identify repetitive flood prone areas. 	High	Goals 1, 3	Flood	Corrective	Ongoing
Bristol	<ol style="list-style-type: none"> 4. Investigate the feasibility of installing a Hazardous Materials team in the City of Bristol, TN. 	High	Goal 1	Man-made Hazards	Preventative	Ongoing

Jurisdiction	Action	HMPC Priority	Goals Addressed	Hazards Addressed	Action Type	Status
Bristol	5. Improve alternative route planning and equipment for Volunteer Parkway and other State roadways that are key transportation routes during race weekends.	High	Goals 1,2 and 4	Man-made Hazards	Preventative	Ongoing
Multi-Jurisdictional	6. Identify known sinkhole incident areas.	Medium	Goals 1, 3	Sinkholes	Preventative	New
Multi-Jurisdictional	7. Increase coordination and pre-staging of critical assets for disasters.	Medium	Goals 1, 2, 4	Multi-Hazard	Preventative	New
Multi-Jurisdictional	8. Generate a map of sirens and the populations that receive the alert information.	Medium	Goals 1, 3, 4	Severe Weather	Preventative	New
Multi-Jurisdictional	9. Define “vulnerable” populations in order to better coordinate with Public Health to identify these populations.	Medium	Goals 1, 3, 4	Extreme Temperatures	Preventative	New
Sullivan County	10. Continue to participate in themed drills, such as TNCAT for focused training.	Medium	Goals 1, 4	Multi-Hazard	Preventative	New
Bristol	11. Improve communications between Emergency Management Agency and utilities.	Medium	Goals 1, 2, 4	Multi-Hazard	Preventative	Ongoing

Jurisdiction	Action	HMPC Priority	Goals Addressed	Hazards Addressed	Action Type	Status
Bristol	12. Leverage other funding sources for hazard mitigation implementation, such as the Hazard Mitigation Grant Program (HMGP) and the Flood Mitigation Assistance (FMA) Program.	Medium	Goals 1, 2	Multi-Hazard	Corrective	Ongoing
Kingsport	13. Continue partnering with Eastman on floodplain issues and hazardous materials storage.	Medium	Goals 1,2	Man-made Hazards	Preventative	Ongoing
Multi-Jurisdictional	14. Continue participation as a StormReady community.	Low	Goals 1, 3, 4	Severe Weather	Preventative	Ongoing
Multi-Jurisdictional	15. Improve emergency communication with surrounding states.	Low	Goals 1, 2, 4	Multi-Hazard	Preventative	New
Multi-Jurisdictional	16. Reduce Vulnerability to Wildfire Hazard <ul style="list-style-type: none"> a. Investigate Improvements to ingress/egress routes for residential areas in Wildland/Urban Interface (WUI) or wildfire hazard areas. b. Investigate improvements in water delivery to residential areas in wildfire hazard areas. c. Develop and adopt design standards based on Firewise principles into subdivision ordinances. d. Become a certified Firewise community. 	Low	Goals 1, 3	Wildfire	Preventative	Ongoing

Jurisdiction	Action	HMPC Priority	Goals Addressed	Hazards Addressed	Action Type	Status
Multi-Jurisdictional	17. Map known areas of landslide incidents and potential areas for landslides.	Low	Goals 1, 3	Landslides	Preventative	New
Multi-Jurisdictional	18. Identify methods to reduce flooding and loss in historic districts.	Low	Goal 1	Floods	Corrective	Ongoing
Multi-Jurisdictional	19. Participate in CRS program.	Low	Goals 1, 3	Floods	Preventative	Ongoing
Multi-Jurisdictional	20. Review and update vulnerability assessments at water treatment facilities.	Low	Goal 1	Multi-Hazard	Corrective	Ongoing
Multi-Jurisdictional	21. Modify zoning in dam failure inundation zones.	Low	Goal 1	Dam Failure	Preventative	New
Bristol	22. Continue disaster response training for Bristol Motor Speedway staff.	Low	Goals 1, 3	Multi-Hazard	Preventative	Ongoing
Kingsport	23. Require underground utilities in new subdivision developments.	Low	Goal 1	Severe Weather	Preventative	Ongoing

Jurisdiction	Action	HMPC Priority	Goals Addressed	Hazards Addressed	Action Type	Status
Multi- Jurisdictional	24. Coordinate annual meetings of the Sullivan County Hazard Mitigation Planning Committee to monitor, evaluate, and update the multi-hazard mitigation plan.	Low	Goal 4	Multi-Hazard	Preventative	Ongoing

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Appendices

Appendix A: Adoption Resolution

Appendix B: Planning Process Documentation

Appendix C: Mitigation Alternatives

PREREQUISITES

44 CFR requirement 201.6(c)(5): The local hazard mitigation plan shall include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan. For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted.

Note to Reviewers: When this plan has been reviewed and approved, pending adoption, by FEMA Region IV, the adoption resolution will be signed by the participating jurisdictions and added to Appendix A. A model resolution is provided on the following page.

Model Resolution

Resolution # _____

Adopting the Sullivan County Multi-Hazard Mitigation Plan

Whereas, the (Name of Government/District/Organization seeking FEMA approval of hazard mitigation plan) recognizes the threat that natural hazards pose to people and property within our community; and

Whereas, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

Whereas, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

Whereas, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments;

Whereas, an adopted Multi-Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

Whereas, the (Name of Government/District/Organization) fully participated in the FEMA-prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

Whereas, the Tennessee Emergency Management Agency (TEMA) and the Federal Emergency Management Agency Region IV officials have reviewed the “Sullivan County Multi-Hazard Mitigation Plan”, and approved it contingent upon this official adoption of the participating governing body;

Whereas, the (Name of Government/District/Organization) desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Sullivan County Multi-Hazard Mitigation Plan.

Whereas, adoption by the governing body for the (Name of Government/District/Organization), demonstrates the jurisdiction’s commitment to fulfilling the mitigation goals and objectives outlined in this Multi-Hazard Mitigation Plan.

Whereas, adoption of this legitimacies the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

Now, therefore, be it resolved, that the (Name of Government/District/Organization) adopts the “Sullivan County Multi-Hazard Mitigation Plan” as an official plan; and

Be it further resolved, the (Name of Government/District/Organization) will submit this Adoption Resolution to the Tennessee Emergency Management Agency (TEMA) and Federal Emergency Management Agency Region IV officials to enable the plan’s final approval.

Passed: _____

Certifying Official



AGENDA ACTION FORM

Reappointment to the Regional Planning Commission

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

Action Form No.: AF-103-2015
 Work Session: May 4, 2015
 First Reading: N/A

Final Adoption: May 5, 2015
 Staff Work By: R. McBryar
 Presentation By: Mayor Phillips

Recommendation: Approve appointment.

Executive Summary:

Mr. David Stauffer has agreed to be reappointed to the Regional Planning Commission if approved by the Board of Mayor and Aldermen. This reappointment will be for a four-year term effective immediately and will expire May 31, 2019.

Mr. Stauffer was born and raised in Sullivan County. He graduated from Sullivan West High School and the University of Tennessee with a Bachelor's Degree in Engineering. David and his wife, Paula, built their first house in 1969 and became Licensed General Contractors in 1976. They own and operate Stauffer Construction (BC) specializing in custom residential construction and Stauffer Development specializing in residential rentals and development.

David is a Life Director of Home Builders Assoc. of Greater Kingsport, Home Builders Assoc. of Tennessee, National Assoc. Home Builders and National Assoc. Home Builders Spike Club. In 2008, David was inducted in the Tennessee Building Hall of Fame. He has served on the National Assoc. Home Builders Environmental, the Small Volume Builders Committees and six years as the Home Builders Assoc. of Tennessee Area Vice President for Upper East Tennessee. In 2014, he was elected President of the Home Builders Assoc. of Tennessee.

In addition to serving on the Regional Planning Commission and the Kingsport Codes Review Board, David is also a member of the Sullivan County Zoning Appeals, Sullivan County Construction, Sullivan County Property Condition Review Boards and Holston Habitat.

David and his wife are members of the Model T and Model A Restorer, Dan'l Boone Antique Auto, and the Early Ford V-8 Clubs. They attend Immanuel Lutheran Church in Blountville.

Attachments: None

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



AGENDA ACTION FORM

Appointment to the Regional Planning Commission

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

Action Form No.: AF-104-2015
 Work Session: May 4, 2015
 First Reading: N/A

Final Adoption: May 5, 2015
 Staff Work By: R. McBryar
 Presentation By: Mayor Phillips

Recommendation:

Approve appointment.

Executive Summary:

Mr. Phil Rickman has agreed to be appointed to the Regional Planning Commission if approved by the Board of Mayor and Aldermen. This appointment will be for a four-year term effective immediately and will expire May 31, 2019.

Phil was born in Bryson City, NC and moved to Kingsport in 1978. He is a graduate of Appalachian State University. He served 34 years in the United States Air Force as an air traffic controller, retired from the Federal Aviation Administration and has been a general contractor for the past 15 years.

Attachments:


None

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



AGENDA ACTION FORM

Approval of Offers for Additional Easements and Right-of-Ways for Colonial Heights Springs Sanitary Sewer Extension Project – Phase I

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

Action Form No.: AF-105-2015
 Work Session: May 4, 2015
 First Reading: N/A

Final Adoption: May 5, 2015
 Staff Work By: R. Trent, H. Clabaugh
 Presentation By: R. McReynolds

Recommendation:

Approve the offers.

Executive Summary:

In order to continue to extend sanitary sewer services to the Colonial Heights area, the Public Works Department has requested additional right-of-ways 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 attached property owners.

This project will be funded under #SW1501.

Attachments:

1. Colonial Heights Sanitary Sewer Extension Project – Phase I Additional Offers
2. Projection Location Map

Funding source appropriate and funds are available:  _____

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

Colonial Heights Sanitary Sewer Extension Project – Phase I Additional Offers

<u>Tax Map & Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	<u>Appraised Value</u>
#092O; C-010.00	Guy & Judy Harrison 304 Meadow Lane Kingsport, Tennessee 37663	Perm. 2,240 sq. ft. Temp. 4,167 sq. ft.	\$1,080.00 \$1,500.00
#092O; C-012.00	Randall Speers 312 Meadow Lane Kingsport, Tennessee 37663	Temp. 1,702 sq. ft.	\$580.00
#092O; C-013.00	Billy & Maxine Nevins 917 Alder Run Way Akron, Ohio 44333	Temp. 1,000 sq. ft.	\$340.00
#092O; C-024.00	Steven & Pamela Ward 729 Sir Echo Drive Kingsport, Tennessee 37663	Perm. 1,500 sq. ft. Temp. 2,302 sq. ft.	\$675.00 \$775.00
#092O; C-025.00	Harold & Michele Stickley 725 Sir Echo Drive Kingsport, Tennessee 37663	Perm. 3,602 sq. ft. Temp. 2,149 sq. ft.	\$1,660.00 \$740.00
#092O; C-026.00	Samuel & Linda Hamilton 721 Sir Echo Drive Kingsport, Tennessee 37663	Perm. 1,500 sq. ft. Temp. 1,000 sq. ft.	\$690.00 \$350.00
#092O; C-027.00	Samuel & Linda Hamilton 721 Sir Echo Drive Kingsport, Tennessee 37663	Perm. 1,500 sq. ft. Temp. 1,000 sq. ft.	\$690.00 \$350.00
#092O; C-028.00	Terry & Suzanne Goins 713 Sir Echo Drive Kingsport, Tennessee 37663	Perm. 225 sq. ft.	\$98.00
#092O; E-003.00	Steve & Naomi Terry 309 Meadow Lane Kingsport, Tennessee 37663	Temp. 1,498 sq. ft.	\$508.00
#092O; E-005.00	Marvin Tolly 932 Sir Echo Drive Kingsport, Tennessee 37663	Perm. 3,062 sq. ft. Temp. 2,303 sq. ft.	\$1,470.00 \$830.00
#092O; E-007.00	Randall & Gwendolyn Buchanan Merton Dibble 308 Oak Court Kingsport, Tennessee 37663	Perm. 2,092 sq. ft. Temp. 2,611 sq. ft.	\$1,046.00 \$979.00



FIGURE 1 — MAP LOCATION

COLONIAL HEIGHTS SEWER PHASE 1
EASEMENTS
CITY OF KINGSFORT, TENNESSEE

N'S SCALE

19 NOVEMBER 2013