



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN WORK SESSION**

**Monday, March 2, 2020, 4:30 p.m.  
City Hall, 225 W. Center St., Council Room, 2<sup>nd</sup> Floor**

#### **Board of Mayor and Aldermen**

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Jennifer Adler  
Alderman Betsy Cooper

Alderman Darrell Duncan  
Alderman Tommy Olterman  
Alderman James Phillips

#### **Leadership Team**

Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
J. Michael Billingsley, City Attorney  
Sid Cox, City Recorder/Chief Financial Officer  
Scott Boyd, Fire Chief  
David Quillin, Police Chief  
George DeCroes, Human Resources Director  
Ken Weems, Planning Manager  
Jessica Harmon, Assistant to City Manager

1. Call to Order
2. Roll Call
3. City Election Update – Jason Booher
4. Bays Mountain Park Strategic Plan Update – Rob Cole
5. Review of Items on March 3, 2020 Business Meeting Agenda
6. Adjourn

**Next Work Session March 23:**

***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.***



# City of Kingsport

March 3, 2020

## Project Status in Pictures

### 1 Miracle Field

*Current project work includes installation of playground equipment, along with the roof on concessions building.*

### 2 Market Street Bulb Out

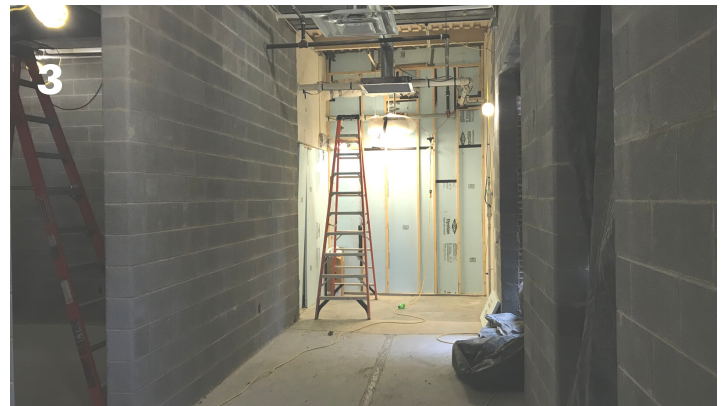
*Concrete has been placed. Space has been left for landscaping/green space.*

### 3 KAC Expansion - Offices

*Office walls have been blocked and electrical, plumbing, sprinklers and HVAC systems are complete.*

### 4 Sewer Work - Border Regions

*Project is almost complete, with final work including paving, cleanup and seeding for new grass.*





# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$7,500,000.00	Ryan McReynolds	<b>SR 347 (Rock Springs Road) [State &amp; MTPO funded]</b>	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2021	Letter requesting a revised scope and contract are going to the MTPO 2/6/2020.
\$6,000,000.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	TDOT provided Kingsport the Notice to proceed with the Right-of-Way phase on 1-29-2020.
\$5,963,000.00	Niki Ensor	<b>West Kingsport Forcemain and Pump Station Improvements</b>	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	12/31/2020	Building temporary walkways. Silt fence installation continues. Excavation near pump station has begun.
\$4,400,000.00	Niki Ensor	<b>WWTP Electrical Improvements</b>	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	12/31/2020	2/16/2020 - Advertise for bid; 2/27/2020 - Pre bid meeting; 3/11/2020 - Bid opening
\$3,500,000.00	Michael Thompson	<b>Island Road Improvements from SR-126 to Kingsport City Limits</b>	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig working in NEPA phase.
\$3,312,698.00	Ryan McReynolds	<b>City Hall Relocation - Phase 1</b>	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	7/11/2020	Ceiling tile installation beginning on 6th Floor; Ceiling grid installed in 3rd floor BMA Room.
\$2,888,300.00	Niki Ensor	<b>Water &amp; Wastewater Facilities SCADA/Telemetry Project</b>	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	4/1/2020	80% of WWTP programs complete. Sewer lift station primary panels are installed. Electricians will begin running conduit and wires.
\$2,500,000.00	Michael Thompson	<b>2021 Main Road Paving (MTPO Funded)</b>	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	Awaiting letter to set up LGIP account and deposit NEPA funds.
\$2,341,130.00	Kitty Frazier	<b>Miracle Field Complex</b>	Construction of ball field, playground, and amenities.	5/31/2020	Concrete placement around the picnic pavilion and sidewalk.
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Progress meeting held on 11/6/19 to discuss future space needs and progress of design plans for expansion.
\$2,041,600.00	Chris McCartt	<b>Kingsport Aquatic Center Expansion</b>	New outdoor pool and deck, new construction of administration addition. New shaded pavilion, new walk-in freezer and restroom buildout. Construction of new masonry screen wall.	4/30/2020	Trench drains being installed around perimeter of pool.
\$1,157,898.78	Chad Austin	<b>Border Regions - Sanitary Sewer - Area 2 and Mitchell Road</b>	Sanitary Sewer Extension into annexed areas around Tri Cities Crossing	5/9/2020	Contractor working on Mitchell Rd and behind Pickens Rd

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Kickoff meeting on 3/4/2020 between City staff and Barge Design.
\$1,000,000.00	Michael Thompson	<b>Area 11b Asphalt Paving</b>	Paving of asphalt streets in Upper Sevier Terrace (area between Fairview, W. Stone Drive, Lynn Garden Dr)	8/1/2020	City crews will be performing this work in Spring 2020.
\$997,475.00	Michael Thompson	<b>Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	8/31/2020	Signed license agreement returned to TDOT. Working to finalize right-of-way phase.
\$937,442.00	Kitty Frazier	<b>Kingsport Greenbelt - Eastern Extension - Phase 1 (2019-C6)</b>	New 1 mile long Greenbelt section from the 0.4 mile marker (bottom of the hill from Exchange Place) to Cleek Road. [Fed. Grant & City funded]	5/29/2020	C.O. Approved by TDOT - project to resume in April 2020
\$873,345.88	Chad Austin	<b>2019 I &amp; I Sewer Rehab/Replacement</b>	Project will include sanitary sewer rehab/replacement in the White Street/Gibson Mill area, Fort Robinson area, Konnarock Road, Brooks Street Alley, and DB Track & Field.	2/12/2021	Pre-CCTV has been completed. Pipe bursting work to begin March 2nd.
\$746,995.00	Chad Austin	<b>Border Regions Areas 1 and 3: Sanitary Sewer (Fordtown Rd, Mitchell Rd, Bob Jobe Rd)</b>	Extension of gravity sanitary sewer service to annexed areas in Border Regions Area.	5/9/2020	Sewer line installation Complete. Contractor working on cleanup and testing.
\$699,000.00	Niki Ensor	<b>Hillcrest &amp; Allandale Water Storage Tank Rehabilitation</b>	Will be a partial rehabilitaion Allandale tank and a full rehabilitation of Hillcrest Tank.	9/30/2020	Bids were held on 2/12/20. Apparent low bidder is G & L Tank Sandblasting & Coatings. Bid amount was \$686,000.00.
\$661,140.00	Michael Thompson	<b>Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Signed license agreement returned to TDOT. Working to finalize right-of-way phase.
\$481,183.00	Ryan McReynolds	<b>Wilcox Bridge (Wilcox Dr. &amp; E. Sullivan St.)</b>	Bridge re-painting and landscaping	5/29/2020	Due to temperature requirements from CSX on the paint application to the bridge this project start will be delayed until Spring 2020.
\$415,000.00	Chad Austin	<b>SR 93- Fall Branch section (TDOT)</b>	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	7/30/2022	TDOT has moved the letting date to 2021.
\$400,000.00	Michael Thompson	<b>2020 Contracted Paving - E Sullivan Street</b>	Paving of E. Sullivan Street from E. Center Street to Church Circle	10/30/2020	Scope of sewer repairs is undecided at this time. Paving will bid once a path forward is determined.
\$376,352.00	Michael Thompson	<b>Area 10-Phase 2 Contracted Concrete</b>	Replacing concrete roadway panels along Hollywood Drive	8/29/2020	Contractor plans to begin work week of March 2, 2020.



Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$370,120.00		<b>Commerce Street Bulb Outs</b>	Construct sidewalk bulb outs at Commerce Street & New Street as well as Commerce Street & Market Street to facilitate safer pedestrian crossings. ADA compliant ramps along with storm water infrastructure improvements are also part of this project.	5/11/2020	Contractor continues work at Market & Commerce. Has started work at New & Commerce.
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$247,595.00	Chad Austin	<b>Border Regions Area 3 - Cox Hollow Rd. and Snapps Ferry Road - Low Pressure Sewer</b>	Sewer extensions to serve the Border Regions Annexations in the vicinity of Tri-Cities Crossing. This particular project is for a low pressure sanitary sewer system (2" and 3" force main) along Cox Hollow Road and Snapps Ferry Road.	3/7/2020	Infrastructure installation complete. Ongoing trench paving and cleanup.
	Chad Austin	<b>Phase 5 Water Improvements</b>	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	12/31/2020	Pre-bid meeting scheduled for 2/25/20 at 11 a.m.

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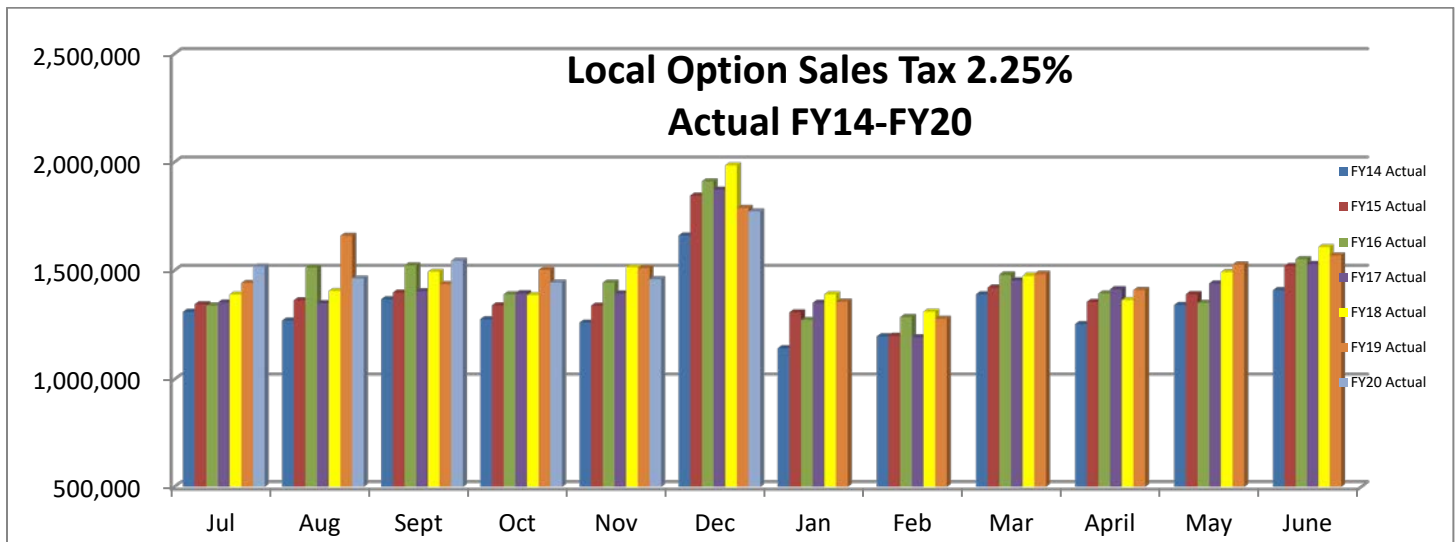
## BMA Report, March 2, 2020

### Financial Comments – John Morris



### Local Option Sales Tax 2.25% - Five Year History

	FY14 Actual	FY15 Actual	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY20 Budget	FY20 Over/ Under Budget	FY20 Over/Under Prev. Year Actual	FY20 Over/Under Prev. Year Actual	FY20 Over/ Under Budget
Jul	\$ 1,312,286	\$ 1,346,896	\$ 1,341,027	\$ 1,354,948	\$ 1,392,147	\$ 1,444,727	\$ 1,517,710	\$ 1,474,300	\$ 43,410	\$ 72,983	5.05%	2.94%
Aug	\$ 1,271,614	\$ 1,365,262	\$ 1,513,366	\$ 1,351,703	\$ 1,408,119	\$ 1,660,189	\$ 1,466,245	\$ 1,488,900	\$ (22,655)	\$ (193,944)	-11.68%	-1.52%
Sept	\$ 1,369,878	\$ 1,401,017	\$ 1,523,474	\$ 1,407,707	\$ 1,493,952	\$ 1,440,056	\$ 1,544,462	\$ 1,445,618	\$ 98,844	\$ 104,406	7.25%	6.84%
Oct	\$ 1,278,027	\$ 1,342,308	\$ 1,392,699	\$ 1,397,511	\$ 1,389,451	\$ 1,503,032	\$ 1,447,067	\$ 1,445,705	\$ 1,362	\$ (55,965)	-3.72%	0.09%
Nov	\$ 1,261,963	\$ 1,340,457	\$ 1,446,687	\$ 1,396,643	\$ 1,515,210	\$ 1,510,894	\$ 1,462,498	\$ 1,519,047	\$ (56,549)	\$ (48,396)	-3.20%	-3.72%
Dec	\$ 1,661,378	\$ 1,845,794	\$ 1,911,650	\$ 1,873,531	\$ 1,985,601	\$ 1,788,766	\$ 1,772,437	\$ 1,884,702	\$ (112,265)	\$ (16,329)	-0.91%	-5.96%
Jan	\$ 1,143,685	\$ 1,309,305	\$ 1,274,292	\$ 1,353,575	\$ 1,392,917	\$ 1,358,902		\$ 1,382,547				
Feb	\$ 1,198,993	\$ 1,201,182	\$ 1,287,536	\$ 1,194,890	\$ 1,312,713	\$ 1,280,154		\$ 1,291,256				
Mar	\$ 1,392,759	\$ 1,424,090	\$ 1,481,645	\$ 1,457,518	\$ 1,477,699	\$ 1,484,980		\$ 1,491,207				
April	\$ 1,255,243	\$ 1,357,635	\$ 1,396,651	\$ 1,416,452	\$ 1,366,099	\$ 1,412,517		\$ 1,428,727				
May	\$ 1,343,786	\$ 1,393,582	\$ 1,353,162	\$ 1,442,890	\$ 1,492,028	\$ 1,527,469		\$ 1,502,537				
June	\$ 1,411,977	\$ 1,520,599	\$ 1,552,713	\$ 1,529,681	\$ 1,608,149	\$ 1,571,086		\$ 1,579,454				
<b>Total</b>	<b>\$ 15,901,589</b>	<b>\$ 16,848,127</b>	<b>\$ 17,474,902</b>	<b>\$ 17,177,049</b>	<b>\$ 17,834,085</b>	<b>\$ 17,982,773</b>	<b>\$ 9,210,419</b>	<b>\$ 17,934,000</b>	<b>\$ (47,853)</b>	<b>\$ (137,246)</b>	<b>-1.20%</b>	<b>-0.22%</b>





## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN**

#### **BUSINESS MEETING**

**Tuesday, March 3, 2020, 7:00 p.m.**  
**City Hall, 225 W. Center St., Courtroom, 2<sup>nd</sup> Floor**

#### **Board of Mayor and Aldermen**

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Jennifer Adler  
Alderman Betsy Cooper

Alderman Darrell Duncan  
Alderman Tommy Olterman  
Alderman James Phillips

#### **City Administration**

Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
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Sid Cox, City Recorder/Chief Financial Officer  
David Quillin, Police Chief  
Scott Boyd, Fire Chief  
George DeCroes, Human Resources Director  
Ken Weems, Planning Manager  
Jessica Harmon, Assistant to City Manager

#### **I. CALL TO ORDER**

#### **II.A. PLEDGE OF ALLEGIANCE TO THE FLAG**

#### **II.B. INVOCATION – Stan Leonard, Mustard Seed Ministries**

#### **III. ROLL CALL**

#### **IV.A. RECOGNITIONS & PRESENTATIONS**

None

#### **IV.B. APPOINTMENTS**

1. Appointments to the Kingsport Economic Development Board (AF: 47-2020)  
(Mayor Shull)
  - Appointments



**V. APPROVAL OF MINUTES**

1. Work Session – February 17, 2020
2. Business Meeting – February 18, 2020

**VI. COMMUNITY INTEREST ITEMS**

**A. PUBLIC HEARINGS**

None

**COMMENT**

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

**B. BUSINESS MATTERS REQUIRING FIRST READING**

1. Budget Adjustment Ordinance for Various Project Funds in FY20 (AF: 56-2020) (Chris McCartt)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Amend the FY 2020 the General Purpose School Fund Budget (AF-43-2020) (David Frye)
  - Ordinance – Second Reading & Final Adoption
2. Budget Adjustment Ordinance for Various Funds in FY20 (AF: 37-2020) (Chris McCartt)
  - Ordinance – Second Reading & Final Adoption

**D. OTHER BUSINESS**

1. Changing the Meeting Date Business Meeting of the Board of Mayor and Aldermen from the Third Tuesday to the Fourth Tuesday in March, 2020 (AF: 29-2020) (Mike Billingsley)
  - Resolution
2. Awarding the Bid for the Purchase of One (1) 4X4 Extended Cab/Enclosed Utility Body (AF: 51-2020) (Ryan McReynolds, Steve Hightower)
  - Resolution
3. Awarding the Bid for the Purchase of Two (2) 1 Ton 4X4 Stake Body Equipped Truck W/Snowplow (AF: 52-2020) (Ryan McReynolds, Steve Hightower)
  - Resolution
4. Renewing the Award of the Bid for the Purchase of Water & Wastewater Chemicals (AF: 53-2020) (Ryan McReynolds)
  - Resolution

5. Amend the Aquatic Center Fees Outside of the Fee Resolution Schedule Due to the Timing of the Summer Operational Season at the Aquatic Center (AF: 48-2020) (Chris McCartt)

- Resolution

6. Apply and Receive the Assistance to Firefighters Grant (AFG) through the U.S. Fire Administration of the Federal Emergency Management Administration (FEMA) Division of the Department of Homeland Security (DHS) (AF: 59-2020) (Scott Boyd)

- Resolution

7. Acquisition of Property at 838 West Industry Drive (AF: 57-2020) (Ryan McReynolds)

Revised AF & Res.3/3/20

- Resolution

8. Award the Contract for Hillcrest & Allandale Water Storage Tanks Rehabilitation Project (AF: 55-2020) (Ryan McReynolds)

- Resolution

9. Extend an Existing Economic Development Contribution with the Kingsport Economic Development Board (AF: 61-2020) (Chris McCartt)

Revised Res. 3/3/20

- Resolution

## **VII. CONSENT AGENDA**

1. Renewal of Agreement with Carfax to Include, in Addition to its Investigative Tools, a Crash Distribution Platform (AF: 46-2020) (David Quillin)

- Resolution

2. Right-of-Way Easement with Atmos Energy Corporation (AF: 49-2020) (Ryan McReynolds)

- Resolution

3. Right-of-Way Easement with Kingsport Power Company (AF: 50-2020) (Ryan McReynolds)

- Resolution

4. Enter into an Easement Agreement with East Tennessee Natural Gas Company (AF: 54-2020) (Ryan McReynolds)

- Resolution

5. Authorizing Certification of Local Government Approval for Family Promise of Greater Kingsport's 2020 Emergency Solutions Grant Application (AF: 60-2020) (Ken Weems)

- Resolution

## **VIII. COMMUNICATIONS**

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



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

**IX. ADJOURN**



## AGENDA ACTION FORM

### Appointments to the Kingsport Economic Development Board

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-47-2020  
 Work Session: March 2, 2020  
 First Reading: N/A

Final Adoption: March 3, 2020  
 Staff Work By: Committee  
 Presentation By: Mayor Shull

### Recommendation:

Approve appointments.

### Executive Summary:

It is recommended to appoint the following to the Kingsport Economic Development Board. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

- Reappoint Bob Feathers
- Reappoint Larry Estepp
- Appoint Marty Barfield to replace Lynn Johnson

The board is comprised of nine (9) members all duly qualified electors of and taxpayers in the City of Kingsport. Terms are six years with no term limits.

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Robert Feathers	1/1/20	3	KPT Resident
Lynn Johnson	1/1/20	4	KPT Resident
Larry Estepp	1/1/20	2	KPT Resident
CeeGee McCord	1/1/22	2	KPT Resident
Craig Denison	1/1/22	1	KPT Resident
Bill Dudley	1/1/22	2	KPT Resident
Julie Bennett	1/1/24	3	KPT Resident
Thomas Kennedy	1/1/24	Fulfilling Unexpired Term	KPT Resident
Steve LaHair	1/1/24	1	KPT Resident

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Robert Feathers	1/1/26	4	KPT Resident
Marty Barfield	1/1/26	1	KPT Resident
Larry Estepp	1/1/26	3	KPT Resident
CeeGee McCord	1/1/22	2	KPT Resident
Craig Denison	1/1/22	1	KPT Resident
Bill Dudley	1/1/22	2	KPT Resident
Julie Bennett	1/1/24	3	KPT Resident
Thomas Kennedy	1/1/24	Fulfilling Unexpired Term	KPT Resident
Steve LaHair	1/1/24	1	KPT Resident

### Attachments:

1. Marty Barfield Bio

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

## **Marty Barfield**

Marty Barfield has been in the paper industry for over 30 years, is a graduate of NC State and has served as Fiberline Production Manager, Fine Paper Maintenance Manager, Technical Services Maintenance Manager and Senior Director of Corporate Health & Safety. Before becoming the Mill Manager at Kingsport Mill in February, 2019, Marty was Pulp Production Manager at Domtar's Plymouth Mill in Plymouth, North Carolina. Marty and his wife, Sandra, have three children and three grandchildren.

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, February 17, 2020, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding  
Vice-Mayor Colette George  
Alderman Jennifer Adler  
Alderman Betsy Cooper

Alderman Darrell Duncan  
Alderman Tommy Olterman  
Alderman James Phillips

City Administration

Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
J Michael Billingsley, City Attorney  
Sidney H. Cox, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By Deputy City Recorder Marshall.

*[NOTE: VI.D.1 was discussed, out of order, at this time.]*

3. **LAUNCH TN UPDATE.** Heath Guinn presented this item and answered questions. There was some discussion.

4. **PARKS & RECREATION MASTER PLAN.** Kitty Frazier gave a presentation on this item. She stated there is a currently a survey they are asking for both residents and non-residents to participate to gather information to plan for five, ten and fifteen years down the road. Some discussion followed.

5. **REVIEW OF AGENDA ITEMS ON THE FEBRUARY 18, 2020 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt and members of staff gave a summary or presentation for each item on the proposed agenda. There following items were discussed at greater length or received specific questions or concerns.

**VI.B.2 Budget Adjustment for Various Funds in FY20** (AF: 37-2020). City Manager McCartt commented this was what was typically referred to as a housekeeping or cleanup ordinance and commended John Morris for his efforts.

**VI.D.1 Ratify Mayor's Signature on Grant Application and Receive Grant from Tennessee State Complete Count Committee** (AF: 35-2020). Charlie Nitschke, the committee chair gave an update on the purpose and goal they have been working towards. He also pointed out the financial benefits if the successfully completed.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, February 17, 2020**

6. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:25 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, February 18, 2020, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Pat Shull, Presiding	
Vice Mayor Colette George	Alderman Darrell Duncan
Alderman Jennifer Adler	Alderman Tommy Olterman
Alderman Betsy Cooper	Alderman James Phillips

City Administration

Chris McCartt, City Manager  
J. Michael Billingsley, City Attorney  
Lisa Winkle, Deputy City Recorder/Treasurer

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Pat Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Margaret Shull.
- II.B. **INVOCATION:** Pastor Ed Clevinger, Grace Christian Church.
- III. **ROLL CALL:** By Deputy City Recorder Winkle. All Present.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.** None.
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.** None.
- V. **APPROVAL OF MINUTES.**

Motion/Second: Adler/Cooper, to approve minutes for the following meetings:

- A. February 3, 2020 Regular Work Session
- B. February 4, 2020 Regular Business Meeting
- C. February 7, 2020 Strategic Planning Work Session

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

- A. **PUBLIC HEARINGS.** None.

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, February 18, 2020**

**B. BUSINESS MATTERS REQUIRING FIRST READING.**

**1. Amend FY20 General Purpose School Fund Budget (AF: 43-2020) (David Frye).**

Motion/Second: George/Duncan, to pass:

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Budget Adjustment for Various Funds in FY20 (AF: 37-2020) (Chris McCartt).**

Motion/Second: Phillips/George, to pass:

AN ORDINANCE TO AMEND GENERAL PROJECT FUND, GENERAL FUND, GENERAL PROJECTS SPECIAL REVENUE FUND, AND SEWER PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2020; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.**

**1. Reenact a Franchise Agreement with Atmos Energy (AF: 23-2020) (Ryan McReynolds).**

Motion/Second: Olterman/Cooper, to pass:

**ORDINANCE NO. 6849**, AN ORDINANCE TO REENACT ORDINANCE NO. 4742, ATMOS ENERGY CORPORATION FRANCHISE AGREEMENT AND TO AMEND TO THE TERM FOR AN ADDITIONAL TWENTY (20) YEARS

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

**2. Amend Time of Impoundment of Vehicles by Police from After 24 Hours' Notice to 48 Hours (AF: 26-2020) (David Quillin).**

Motion/Second: George/Adler, to pass:

**ORDINANCE NO. 6850**, AN ORDINANCE AMENDING SECTION 98-533 OF THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, PERTAINING TO A LENGTH OF NOTICE FOR CERTAIN IMPOUNDMENTS OF VEHICLES; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, February 18, 2020**

**D. OTHER BUSINESS.**

**1. Ratify Mayor's Signature on Grant Application and Receive Grant from Tennessee State Complete Count Committee (AF: 35-2020) (Adrienne Batara).**

Motion/Second: Duncan/George, to pass:

**Resolution No. 2020-124**, A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT FROM THE TENNESSEE STATE COMPLETE COUNT COMMITTEE AND TO AUTHORIZE THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANT

Passed: All present voting "aye."

**2. Approve Amendment to Existing Agreement with Source Technologies LLC for Odor and Corrosion Control at Sewer Lift Stations (AF: 39-2020) (Ryan McReynolds)**

Motion/Second: Adler/Olterman, to pass:

**Resolution No. 2020-125**, A RESOLUTION APPROVING RENEWAL OF AN AGREEMENT WITH SOURCE TECHNOLOGIES, LLC FOR ODOR AND CORROSION CONTROL AT SEWER LIFT STATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**3. Extend Bid Award for Rental Uniforms, Mats and Mops (AF: 36-2020) (Ryan McReynolds).**

Motion/Second: Cooper/George, to pass:

**Resolution No. 2020-126**, A RESOLUTION EXTENDING THE BID AWARD FOR THE PURCHASE OF RENTAL UNIFORMS, MATS & MOPS SERVICE TO CINTAS CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**4. Authorize Reimbursement of Materials Agreement Funds to the Edinburgh Group, LLC for the Edinburgh South Phase 3 Development (AF: 32-2020) (Ryan McReynolds).**

Motion/Second: George/Duncan, to pass:

**Resolution No. 2020-127**, A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO EDINBURG GROUP, LLC FOR EDINBURGH PHASE 3

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, February 18, 2020**

**5. Agreement with Tennessee Main Street Program (AF: 42-2020)**  
(Chris McCartt).

Motion/Second: Duncan/Phillips, to pass:

**Resolution No. 2020-128**, A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE MAIN STREET PROGRAM, A PROGRAM OF THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND A COORDINATING PARTNER OF THE NATIONAL MAIN STREET CENTER 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."

**6. Amend Professional Services Agreement with Hazen and Sawyer (AF: 38-2020) (Ryan McReynolds).**

Motion/Second: Olterman/Cooper, to pass:

**Resolution No. 2020-129**, A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

**VII. CONSENT AGENDA.** None.

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. McCartt stated we are usually talking about snow this time of year instead of rain, but commended all the city employees during the recent flooding events.

**B. MAYOR AND BOARD MEMBERS.** Alderman Duncan congratulated the DB wrestling coach on their conference championship, noting they leave tomorrow for state. He also commented on all the events in town over the past weekend that included 200 swimmers, 58 volleyball teams and college baseball, pointing out the economic impact. Vice Mayor George remarked on the Parks and Recreation presentation at the work session yesterday, noting there was a survey online and input was needed from everyone. Alderman Phillips commented on his activities this past weekend from the carousel to princesses at Munch on Market. Alderman Adler stated the next round of ETSU Elevates money would be awarded Thursday night at the Millennium Center in Johnson City. Alderman Olterman encouraged citizens to support their local high school tournaments. Mayor Shull stated he would be holding his next town hall on March 31 from 6pm-8pm at the Renaissance Center.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, February 18, 2020**

**C. VISITORS.** Malcolm Stallard, Jim Salyers and Elminia Dougherty made comments.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 7:48 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor





## AGENDA ACTION FORM

### Budget Adjustment Ordinance for Various Project Funds in FY20

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-56-2020  
 Work Session: March 2, 2020  
 First Reading: March 3, 2020

Final Adoption: March 24, 2020  
 Staff Work By: Morris  
 Presentation By: McCartt

### Recommendation:

Approve the Ordinance.

### Executive Summary:

The General Project-Special Revenue Fund will be amended by appropriating grant funds received from the State of Tennessee, through its commission on Aging and Disability, in the amount of \$100,000. The State of Tennessee awards Fifty-Forward grant funding to Senior Centers accredited by the National Institute of Senior Centers. In December 2019, the NISC granted accreditation to both Lynn View Community Center and the Renaissance Center for five years. Each location, therefore has received \$50,000.

The Water Project Fund will be amended by transferring \$8,000 from the Tri County Tank Replacement project (WA1705) and \$222,000 from the WTP Chemical Feed project (WA1900) to the Tank Rehabilitation project (WA2000) for the rehabilitation of Hillcrest and Allandale water storage tanks.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *SK*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO.

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND GENERAL PROJECT-SPECIAL REVENUE FUND AND WATER PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2020; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the State of Tennessee to the Fifty Forward Lynn View project (NC2016) in the amount of \$50,000 and to the Fifty Forward Senior Cntr project (NC2017) in the amount of \$50,000.

SECTION II. That the Water Project Fund be amended by transferring \$8,000 from the Tri County Tank Replacement project (WA1705) and \$222,000 from the WTP Chemical Feed project (WA1900) to the Tank Rehabilitation project (WA2000).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>General Projects-Special Revenue Fund: 111</u></b>			
<b><u>Fifty Forward Lynn View (NC2016)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-332.48-10 Fifty Forward	0	50,000	50,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	0	50,000	50,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>
<b><u>Fifty Forward Senior Cntr (NC2017)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-332.48-10 Fifty Forward	0	50,000	50,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	0	50,000	50,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>
<b><u>Water Project Fund: 451</u></b>			
<b><u>Tri County Tank Replacement (WA1705)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-45 Series 2016 GO (Nov 4)	600,000	(8,000)	592,000
<b>Totals:</b>	<b>600,000</b>	<b>(8,000)</b>	<b>592,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	100,000	(50,173)	49,827
451-0000-605.90-03 Improvements	570,000	42,173	612,173
<b>Totals:</b>	<b>670,000</b>	<b>(8,000)</b>	<b>662,000</b>

**WTP Chemical Feed (WA1900)**

<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-48 GO Bonds Series 2018 B	1,600,000	(222,000)	1,378,000
<b>Totals:</b>	<b>1,600,000</b>	<b>(222,000)</b>	<b>1,378,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.20-22 Construction Contracts	5,000,000	(222,000)	4,778,000
<b>Totals:</b>	<b>5,000,000</b>	<b>(222,000)</b>	<b>4,778,000</b>

**Tank Rehabilitation (SW2052)**

<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-45 Series 2016 GO (Nov 4)	0	8,000	8,000
451-0000-391.05-48 GO Bonds Series 2018 B	0	222,000	222,000
<b>Totals:</b>	<b>0</b>	<b>230,000</b>	<b>230,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.20-22 Construction Contracts	0	230,000	230,000
<b>Totals:</b>	<b>0</b>	<b>230,000</b>	<b>230,000</b>

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

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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



## AGENDA ACTION FORM

### Amend the FY 2020 the General Purpose School Fund Budget

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-43-2020  
 Work Session: February 17, 2020  
 First Reading: February 18 2020

**Final Adoption:** March 3, 2020  
**Staff Work By:** David Frye  
**Presentation By:** David Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The Board of Education approved fiscal year 2020 budget amendment number three at their meeting on February 11, 2020. This amendment increases estimated revenues and appropriations for the General Purpose School Fund by \$150,084. There is a STEM grant from the State of Tennessee, Department of Education for Dobyys-Bennett CTE and Robinson and Sevier Middle Schools in the amount of \$29,484. There is also an appropriation from the General Purpose School Fund Unreserved Fund Balance in the amount of \$120,600 to purchase a special education school bus.

#### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Three – FY 2020

Funding source appropriate and funds are available: *[Signature]*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *[Signature]*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



## AGENDA ACTION FORM

### Amend the FY 2020 the General Purpose School Fund Budget

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-43-2020  
 Work Session: February 17, 2020  
 First Reading: February 18 2020

Final Adoption: March 3, 2020  
 Staff Work By: David Frye  
 Presentation By: David Frye

### Recommendation:

Approve the Ordinance.

### Executive Summary:

The Board of Education approved fiscal year 2020 budget amendment number three at their meeting on February 11, 2020. This amendment increases estimated revenues and appropriations for the General Purpose School Fund by \$150,084. There is a STEM grant from the State of Tennessee, Department of Education for Dobyys-Bennett CTE and Robinson and Sevier Middle Schools in the amount of \$29,484. There is also an appropriation from the General Purpose School Fund Unreserved Fund Balance in the amount of \$120,600 to purchase a special education school bus.

### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Three – FY 2020

Funding source appropriate and funds are available. *gm*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Other State Education Funds by \$29,484; the estimated revenue for Fund Balance Appropriations by \$120,600 and by increasing the appropriation for Dobyns-Bennett CTE, Robinson, and Sevier-Instructional Supplies and Materials by \$29,484; the appropriation for Special Education Transportation Equipment by \$120,600.

**Fund 141: General Purpose School Fund**

**Revenues:**

	\$	\$	\$
141-0000-338-6590 Other State Education Funds	402,000	29,484	431,484
141-0000-392-0100 Fund Balance Appropriations	2,319,011	120,600	2,439,611
<b>Total:</b>	<b>2,721,011</b>	<b>150,084</b>	<b>2,871,095</b>

**Expenditures:**

141-7100-731-0429 DB CTE-Inst. Supplies	70,000	10,000	80,000
141-7105-711-0428 Robinson-Inst. Supplies	0	9,742	9,742
141-7110-711-0428 Sevier-Inst. Supplies	0	9,742	9,742
141-7253-831-0729 Sp Ed Trans-Equipment	1,200	120,600	121,800
<b>Total:</b>	<b>71,200</b>	<b>150,084</b>	<b>221,284</b>

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.

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_

February 11, 2020

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2019-2020  
BUDGET AMENDMENT NUMBER THREE

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STEM GRANTS**

We have received two STEM grants. One is for the high school for \$10,000 and the other is for the middle schools for a total of \$19,484. It is recommended that the estimated revenue for Other State Education Funds be increased by \$29,484 and that the Instructional Supplies and Materials accounts for Dobyns-Bennett CTE and Robinson and Sevier be increased by \$29,484.

**ITEM TWO: SPECIAL EDUCATION BUS**

There is a request in the FY 20-21 budget to purchase an additional special education bus. In order to expedite the delivery of this bus, it is proposed to use funds in the Unreserved Fund Balance and order the bus this spring. It is recommended that the estimated revenue for Fund Balance Appropriations and that the appropriation for Special Education Transportation Equipment be increased by \$120,600.



## AGENDA ACTION FORM

### Budget Adjustment Ordinance for Various Funds in FY20

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-37-2020  
Work Session: February 17, 2020  
First Reading: February 18, 2020

Final Adoption: **March 3, 2020**  
Staff Work By: Morris  
Presentation By: McCartt

**Recommendation:** Approve the Ordinance.

#### **Executive Summary:**

The General Project Fund will be amended by transferring \$11,814 from the Minor Drainage Improvement project (GP1004), \$7 from the Street Resurfacing project (GP1606), \$23,818 from the Public Works Cartograph project (GP1607), \$451 from the Greenbelt Resurfacing project (GP1610), \$1,737 from the Snow Removal project (GP1741), \$9,327 from the Satellite Salt Shed project (GP1810), \$9,511 from the Sidewalk Extensions project (GP1811), and \$367 from the Public Works Equipment project (GP1920) to the Leaf Compactor project (GP1913) in the amount of \$119 and to the Public Works Equipment project (GP2031) in the amount of \$56,913. This budget adjustment is zeroing out completed Streets & Sanitation project budgets for closure and moving remaining budgets into the Public Works Equipment project (GP2031). Close GP1004, GP1606, GP1607, GP1610, GP1741, GP1810, GP1811, GP1913, and GP1920.

The General Project fund will be amended by transferring \$21,198 from the Veterans Memorial project (GP1540) to the Veterans Memorial project (GP2032) and by transferring \$64,000 from the Higher Ed Parking Lot Expansion project (GP1813) to the Higher Ed Parking Lot project (GP1907). Close GP1540 and GP1813.

The General Project Fund will be amended by transferring \$25,000 from the Street Lights project (GP1809) to the General Projects project (GP1750) to be used for furniture upgrades on floors 3-6 of the "Regions Bank" building. Remaining cash funding (\$387,407) in the General Projects project (GP1750) will be exchanged with bond funds from the Fire-Facilities/Capital project (GP2003).

The General Project fund will be amended by transferring \$17,106 from the Library Improvements project (GP1712) to the Library Improvements project (GP1908). Close GP1712.

The General Fund will be amended by accepting \$125 from Visit Kingsport to reimburse the Farmer's Market for the Pumpkin Painting Contest winners at the 2019 Farmers Market Fall Festival.

The General Projects-Special Revenue Fund will be amended by accepting Farmers Market Promotion and Retail Grant funds from the Tennessee Department of Agriculture into the Farmers Market Advertising project (NC2015) in the amount of \$750.

The Sewer Project fund will be amended by transferring \$213,000 from the Sherwood Dr. Property Purchase project (SW2001) to the West Kingsport SLS Replacement project (SW1708) to fund the amendment to Hazen & Sawyer's design contract for the West Kingsport SLS Replacement project.

#### **Attachments:**

1. Ordinance

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *SAC*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



## AGENDA ACTION FORM

### Budget Adjustment Ordinance for Various Funds in FY20

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-37-2020  
 Work Session: February 17, 2020  
 First Reading: February 18, 2020

Final Adoption: March 3, 2020  
 Staff Work By: Morris  
 Presentation By: McCartt

**Recommendation:** Approve the Ordinance.

#### **Executive Summary:**

The General Project Fund will be amended by transferring \$11,814 from the Minor Drainage Improvement project (GP1004), \$7 from the Street Resurfacing project (GP1606), \$23,818 from the Public Works Cartegraph project (GP1607), \$451 from the Greenbelt Resurfacing project (GP1610), \$1,737 from the Snow Removal project (GP1741), \$9,327 from the Satellite Salt Shed project (GP1810), \$9,511 from the Sidewalk Extensions project (GP1811), and \$367 from the Public Works Equipment project (GP1920) to the Leaf Compactor project (GP1913) in the amount of \$119 and to the Public Works Equipment project (GP2031) in the amount of \$56,913. This budget adjustment is zeroing out completed Streets & Sanitation project budgets for closure and moving remaining budgets into the Public Works Equipment project (GP2031). Close GP1004, GP1606, GP1607, GP1610, GP1741, GP1810, GP1811, GP1913, and GP1920.

The General Project fund will be amended by transferring \$21,198 from the Veterans Memorial project (GP1540) to the Veterans Memorial project (GP2032) and by transferring \$64,000 from the Higher Ed Parking Lot Expansion project (GP1813) to the Higher Ed Parking Lot project (GP1907). Close GP1540 and GP1813.

The General Project Fund will be amended by transferring \$25,000 from the Street Lights project (GP1809) to the General Projects project (GP1750) to be used for furniture upgrades on floors 3-6 of the "Regions Bank" building. Remaining cash funding (\$387,407) in the General Projects project (GP1750) will be exchanged with bond funds from the Fire-Facilities/Capital project (GP2003).

The General Project fund will be amended by transferring \$17,106 from the Library Improvements project (GP1712) to the Library Improvements project (GP1908). Close GP1712.

The General Fund will be amended by accepting \$125 from Visit Kingsport to reimburse the Farmer's Market for the Pumpkin Painting Contest winners at the 2019 Farmers Market Fall Festival.

The General Projects-Special Revenue Fund will be amended by accepting Farmers Market Promotion and Retail Grant funds from the Tennessee Department of Agriculture into the Farmers Market Advertising project (NC2015) in the amount of \$750.

The Sewer Project fund will be amended by transferring \$213,000 from the Sherwood Dr. Property Purchase project (SW2001) to the West Kingsport SLS Replacement project (SW1708) to fund the amendment to Hazen & Sawyer's design contract for the West Kingsport SLS Replacement project.

#### **Attachments:**

1. Ordinance

Funding source appropriate and funds are available: *CM*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO.

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND GENERAL PROJECT FUND,  
GENERAL FUND, GENERAL PROJECTS SPECIAL  
REVENUE FUND, AND SEWER PROJECT FUND  
BUDGETS FOR THE YEAR ENDING JUNE 30, 2020; 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 be amended by transferring \$11,814 from the Minor Drainage Improvement project (GP1004), \$7 from the Street Resurfacing project (GP1606), \$23,818 from the Public Works Cartegraph project (GP1607), \$451 from the Greenbelt Resurfacing project (GP1610), \$1,737 from the Snow Removal project (GP1741), \$9,327 from the Satellite Salt Shed project (GP1810), \$9,511 from the Sidewalk Extensions project (GP1811), and \$367 from the Public Works Equipment project (GP1920) to the Leaf Compactor project (GP1913) in the amount of \$119 and to the Public Works Equipment project (GP2031) in the amount of \$56,913, and by transferring \$21,198 from the Veterans Memorial project (GP1540) to the Veterans Memorial project (GP2032) and by transferring \$64,000 from the Higher Ed Parking Lot Expansion project (GP1813) to the Higher Ed Parking Lot project (GP1907), and by transferring \$25,000 from the Street Lights project (GP1809) to the General Projects project (GP1750), and by transferring \$17,106 from the Library Improvements project (GP1712) to the Library Improvements project (GP1908). Close GP1004, GP1540, GP1606, GP1607, GP1610, GP1712, GP1741, GP1810, GP1811, GP1813, GP1913, and GP1920.

SECTION II. That the General Fund be amended by accepting \$125 from Visit Kingsport and increasing the Farmers Market Operating & Tools line by \$125.

SECTION III. That the General Projects-Special Revenue Fund be amended by accepting Farmers Market Promotion and Retail Grant funds from the Tennessee Department of Agriculture to the Farmers Market Advertising project (NC2015) in the amount of \$750.

SECTION IV. That the Sewer Project fund be amended by transferring \$213,000 from the Sherwood Dr. Property Purchase project (SW2001) to the West Kingsport SLS Replacement project (SW1708).



**Account Number/Description:**  
**Fund 311: General Project Fund**  
**Minor Drainage Improvement (GP1004)**

**Revenues:**

311-0000-391.01-00 From General Fund

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$	\$	\$
50,000	(11,814)	38,186
<b>50,000</b>	<b>(11,814)</b>	<b>38,186</b>

**Expenditures:**

311-0000-601.20-22 Construction Contracts

311-0000-601.90-01 Land

***Totals:***

\$	\$	\$
40,000	(1,814)	38,186
10,000	(10,000)	0
<b>50,000</b>	<b>(11,814)</b>	<b>38,186</b>

**Street Resurfacing (GP1606)**

**Revenues:**

311-0000-368.10-51 Series 2015 A (Oct) GO PI

***Totals:***

\$	\$	\$
47,000	(7)	46,993
<b>47,000</b>	<b>(7)</b>	<b>46,993</b>

**Expenditures:**

311-0000-601.20-22 Construction Contracts

***Totals:***

\$	\$	\$
140,569	(7)	140,562
<b>140,569</b>	<b>(7)</b>	<b>140,562</b>

**Public Works Cartegraph (GP1607)**

**Revenues:**

311-0000-391.01-00 From General Fund

***Totals:***

\$	\$	\$
56,080	(23,818)	32,262
<b>56,080</b>	<b>(23,818)</b>	<b>32,262</b>

**Expenditures:**

311-0000-601.90-04 Equipment

311-0000-601.90-06 Purchases \$5,000 & Over

***Totals:***

\$	\$	\$
21,080	(19,718)	1,362
35,000	(4,100)	30,900
<b>56,080</b>	<b>(23,818)</b>	<b>32,262</b>

**Greenbelt Resurfacing (GP1610)**

**Revenues:**

311-0000-368.10-51 Series 2015 A (Oct) GO PI

***Totals:***

\$	\$	\$
66,452	(451)	66,001
<b>66,452</b>	<b>(451)</b>	<b>66,001</b>

**Expenditures:**

311-0000-601.20-22 Construction Contracts

***Totals:***

\$	\$	\$
64,879	(451)	64,428
<b>64,879</b>	<b>(451)</b>	<b>64,428</b>

**Snow Removal (GP1741)****Revenues:**

311-0000-391.601-00 From General Fund

***Totals:***

\$	\$	\$
90,000	(1,737)	88,263
<b>90,000</b>	<b>(1,737)</b>	<b>88,263</b>

**Expenditures:**

311-0000-601.20-22 Construction Contracts

***Totals:***

\$	\$	\$
90,000	(1,737)	88,263
<b>90,000</b>	<b>(1,737)</b>	<b>88,263</b>

**Satellite Salt Shed (GP1810)****Revenues:**

311-0000-368.10-55 Series 2017 A GO Bonds

311-0000-391.01-00 From General Fund

***Totals:***

\$	\$	\$
96,889	(2,005)	94,884
100,000	(7,322)	92,678
<b>196,889</b>	<b>(9,327)</b>	<b>187,562</b>

**Expenditures:**

311-0000-601.20-23 Arch/Eng/Landscaping Serv

311-0000-601.90-01 Land

311-0000-601.90-06 Purchases \$5,000 &amp; Over

***Totals:***

\$	\$	\$
5,900	5,549	11,449
47,000	(755)	46,245
147,100	(14,121)	132,979
<b>140,569</b>	<b>(9,327)</b>	<b>190,673</b>

**Sidewalk Extensions (GP1811)****Revenues:**

311-0000-368.10-55 Series 2017 A GO Bonds

***Totals:***

\$	\$	\$
96,889	(9,511)	90,674
<b>196,889</b>	<b>(9,511)</b>	<b>187,562</b>

**Expenditures:**

311-0000-601.20-23 Arch/Eng/Landscaping Serv

311-0000-601.90-01 Land

311-0000-601.90-03 Improvements

***Totals:***

\$	\$	\$
9,376	1,737	11,113
10,000	(10,000)	0
80,000	(1,248)	78,752
<b>99,376</b>	<b>(9,511)</b>	<b>89,865</b>

**Public Works Equipment (GP1920)****Revenues:**

311-0000-391.601-00 From General Fund

***Totals:***

\$	\$	\$
26,738	(367)	26,371
<b>26,738</b>	<b>(367)</b>	<b>26,371</b>

**Expenditures:**

311-0000-601.90-06 Purchases \$5,000 &amp; Over

***Totals:***

\$	\$	\$
26,738	(367)	26,371
<b>26,738</b>	<b>(367)</b>	<b>26,371</b>

**Leaf Compactor (GP1913)****Revenues:**

311-0000-391.601-00 From General Fund

***Totals:***

\$	\$	\$
200,000	119	200,119
<b>200,000</b>	<b>119</b>	<b>200,119</b>

**Expenditures:**

311-0000-601.90-06 Purchases \$5,000 &amp; Over

***Totals:***

\$	\$	\$
200,000	119	200,119
<b>200,000</b>	<b>119</b>	<b>200,119</b>

**Public Works Equipment (GP2031)****Revenues:**

311-0000-368.10-51 Series 2015 A (Oct) GO PI

311-0000-368.10-55 Series 2017 A GO Bonds

311-0000-391.01-00 From General Fund

***Totals:***

\$	\$	\$
0	458	458
0	11,516	11,516
0	44,939	44,939
<b>0</b>	<b>56,913</b>	<b>56,913</b>

**Expenditures:**

311-0000-601.90-03 Improvements

***Totals:***

\$	\$	\$
0	56,913	56,913
<b>0</b>	<b>56,913</b>	<b>56,913</b>

**Veterans Memorial (GP1540)****Revenues:**

311-0000-391.601-00 From General Fund

***Totals:***

\$	\$	\$
86,783	(21,198)	65,585
<b>86,783</b>	<b>(21,198)</b>	<b>65,585</b>

**Expenditures:**

311-0000-601.20-22 Construction Contracts

311-0000-601.20-23 Arch/Eng/Landscaping Serv

***Totals:***

\$	\$	\$
374,834	(26,084)	348,750
27,200	4,886	32,086
<b>402,034</b>	<b>(21,198)</b>	<b>380,836</b>

**Veterans Memorial (GP2032)****Revenues:**

311-0000-391.601-00 From General Fund

***Totals:***

\$	\$	\$
0	21,198	21,198
<b>0</b>	<b>21,198</b>	<b>21,198</b>

**Expenditures:**

311-0000-601.20-22 Construction Contracts

***Totals:***

\$	\$	\$
0	21,198	21,198
<b>0</b>	<b>21,198</b>	<b>21,198</b>

**Higher Ed Parking Lot Expansion (GP1813)****Revenues:**

311-0000-368.10-55 Series 2017 A GO Bonds

**Totals:**

\$	\$	\$
87,200	(64,000)	23,200
<b>87,200</b>	<b>(64,000)</b>	<b>23,200</b>

**Expenditures:**

311-0000-601.90-03 Improvements

**Totals:**

\$	\$	\$
90,000	(64,000)	26,000
<b>90,000</b>	<b>(64,000)</b>	<b>26,000</b>

**Higher Ed Parking Lot (GP1907)****Revenues:**

311-0000-368.10-55 Series 2017 A GO Bonds

**Totals:**

\$	\$	\$
0	64,000	64,000
<b>0</b>	<b>64,000</b>	<b>64,000</b>

**Expenditures:**

311-0000-601.90-03 Improvements

**Totals:**

\$	\$	\$
250,000	64,000	314,000
<b>0</b>	<b>64,000</b>	<b>314,000</b>

**Street Lights (GP1809)****Revenues:**

311-0000-368.10-55 Series 2017 A GO Bonds

**Totals:**

\$	\$	\$
145,334	(25,000)	120,334
<b>145,334</b>	<b>(25,000)</b>	<b>120,334</b>

**Expenditures:**

311-0000-601.90-03 Improvements

**Totals:**

\$	\$	\$
180,000	(25,000)	155,000
<b>180,000</b>	<b>(25,000)</b>	<b>155,000</b>

**General Projects (GP1750)****Revenues:**

311-0000-368.10-55 Series 2017 A GO Bonds

311-0000-368.10-66 Series 2019 GO Improvmnt

311-0000-391.01-00 From General Fund

**Totals:**

\$	\$	\$
0	25,000	25,000
0	387,407	387,407
514,758	(387,407)	127,351
<b>0</b>	<b>25,000</b>	<b>539,758</b>

**Expenditures:**

311-0000-601.90-03 Improvements

**Totals:**

\$	\$	\$
479,758	25,000	504,758
<b>479,758</b>	<b>25,000</b>	<b>504,758</b>

**Fire-Facilities/Capital (GP2003)****Revenues:**

311-0000-368.10-66 Series 2019 GO Improvmnt	\$ 579,542	\$ (387,407)	\$ 192,135
311-0000-391.01-00 From General Fund	0	387,407	387,407
<b>Totals:</b>	<b>579,542</b>	<b>0</b>	<b>579,542</b>

**Expenditures:**

311-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 0	\$ 25,000	\$ 25,000
311-0000-601.90-03 Improvements	625,000	(25,000)	600,000
<b>Totals:</b>	<b>625,000</b>	<b>0</b>	<b>625,000</b>

**Library Improvements (GP1712)****Revenues:**

311-0000-368.10-54 Series 2016 GO (Nov 4)	\$ 233,316	\$ (17,106)	\$ 216,210
<b>Totals:</b>	<b>233,316</b>	<b>(17,106)</b>	<b>216,210</b>

**Expenditures:**

311-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 50,000	\$ (14,588)	\$ 35,412
311-0000-601.90-03 Improvements	483,643	(2,518)	481,125
<b>Totals:</b>	<b>533,643</b>	<b>(17,106)</b>	<b>516,537</b>

**Library Improvements (GP1908)****Revenues:**

311-0000-368.10-54 Series 2016 GO (Nov 4)	\$ 0	\$ 17,106	\$ 17,106
<b>Totals:</b>	<b>0</b>	<b>17,106</b>	<b>17,106</b>

**Expenditures:**

311-0000-601.90-03 Improvements	\$ 137,743	\$ 17,106	\$ 154,849
<b>Totals:</b>	<b>137,743</b>	<b>17,106</b>	<b>154,849</b>

**Fund 110: General Fund****Revenues:**

110-0000-364.30-00 From Non-Profit Groups	\$ 195,000	\$ 125	\$ 195,125
<b>Totals:</b>	<b>195,000</b>	<b>125</b>	<b>195,125</b>

**Expenditures:**

110-4511-471.30-20 Operating Supplies & Tools	\$ 1,000	\$ 125	\$ 1,125
<b>Totals:</b>	<b>1,000</b>	<b>125</b>	<b>1,125</b>

**Fund 111: General Projects-Special Rev Fund**  
**Farmers Market Advertising (NC2015)**

**Revenues:**

111-0000-332.61-00 TN Dept of Agriculture

**Totals:**

\$	\$	\$
0	750	750
<b>0</b>	<b>750</b>	<b>750</b>

**Expenditures:**

311-0000-601.20-10 Advertising & Publication

**Totals:**

\$	\$	\$
0	750	750
<b>0</b>	<b>750</b>	<b>750</b>

**Fund 452: Sewer Project Fund**  
**Sherwood Dr. Property Purchase (SW2001)**

**Revenues:**

452-0000-391.05-56 Series 2019 GO Improvmt

**Totals:**

\$	\$	\$
600,000	(213,000)	387,000
<b>600,000</b>	<b>(213,000)</b>	<b>387,000</b>

**Expenditures:**

452-0000-606.90-01 Land

**Totals:**

\$	\$	\$
600,000	(213,000)	387,000
<b>600,000</b>	<b>(213,000)</b>	<b>387,000</b>

**West Kingsport SLS Replacement (SW1708)**

**Revenues:**

452-0000-391.05-56 Series 2019 GO Improvmt

**Totals:**

\$	\$	\$
0	213,000	213,000
<b>0</b>	<b>213,000</b>	<b>213,000</b>

**Expenditures:**

452-0000-606.20-23 Arch/Eng/Landscaping Serv

**Totals:**

\$	\$	\$
390,000	213,000	603,000
<b>390,000</b>	<b>213,000</b>	<b>603,000</b>

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

ATTEST:

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

\_\_\_\_\_  
SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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



## AGENDA ACTION FORM

### **Changing the Meeting Date Business Meeting of the Board of Mayor and Aldermen from the Third Tuesday to the Fourth Tuesday in March, 2020**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-29-2020  
 Work Session: March 2, 2020  
 First Reading: N/A

Final Adoption: March 3, 2020  
 Staff Work By: A. Marshall/M. Billingsley  
 Presentation By: Mike Billingsley

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary**

Article III, Section 7 of the city charter provides that except as, "provided by ordinance or resolution, the regular meeting of said board shall be held at 7:00 p.m. (local time) on the first and third Tuesday of each month."

Since the board members and city administrators will be attending a Tennessee Municipal League conference out of town, the work session and regular business meeting for the Third week in March will be moved to the fourth week in March, the work session will be March 23, at 4:30 p.m. (local time) and the business meeting will be March 24<sup>th</sup>, at 7:00 p.m. (local time).

#### **Attachments:**

1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION CHANGING THE DATE OF THE REGULAR  
BUSINESS MEETING OF THE BOARD OF MAYOR AND  
ALDERMEN IN MARCH, 2020 FROM THE THIRD TUESDAY TO  
THE FOURTH TUESDAY FOR MARCH, 2020

WHEREAS, the charter of the city provides that the business meeting of the board of mayor and aldermen will take place on the first and third Tuesdays of each month at 7:00 p.m., unless otherwise provided by resolution or ordinance; and

WHEREAS, the board of mayor and aldermen would like to move the scheduled business meeting from the third Tuesday to the fourth Tuesday in March, 2020.

Now therefore,

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

SECTION I. That the regular business meeting of the board of mayor and aldermen scheduled for the third Tuesday is moved to the fourth Tuesday at 7:00 p.m.

SECTION II. That the city recorder is authorized and directed to advertise the change in the dates of the regular business meetings of the board of mayor and aldermen from third Tuesday to the fourth Tuesdays at the 7:00 p.m. and to take all acts needed to ensure that notice of the meeting is made to the public in compliance with T.C.A. §10-7-503.

SECTION III. That the work session shall be rescheduled to the fourth Monday at 4:30 on March 23, 2020.

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

ADOPTED this the 3rd day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of One (1) 4X4 Extended Cab/Enclosed Utility Body

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-51-2020  
 Work Session: March 2, 2020  
 First Reading: N/A

Final Adoption: March 3, 3030  
 Staff Work By: Committee  
 Presentation By: R. McReynolds, S. Hightower

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on February 5, 2020 for the purchase of One (1) 4X4 Extended Cab/Enclosed Utility Body for use by the Storm Water Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on January 22, 2020 and placed on our website for 14 calendar days. It is the recommendation of the committee to accept the low, responsible compliant bid with trade-in offer from Friendship Ford for One (1) 2020 Ford F350 Extended Cab 4X4 as follows:

	\$61,377.00	Unit Cost
Less	<u>\$2,500.00</u>	Trade in Allowance Equipment # 1768
	\$58,877.00	Total Purchase Price

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010.

#### Attachments:

1. Resolution
2. Bid Opening Minutes
3. Vendor List
4. Recommendation Memo w/ Photo

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *SA*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE 4X4 EXTENDED CAB/ENCLOSED UTILITY BODY TRUCK TO FRIENDSHIP FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened February 5, 2020, for the purchase of one (1) 4X4 extended cab/enclosed utility body for use by the storm water department; and

WHEREAS, the city will receive \$2,500.00 for a trade-in allowance for vehicle #1768; and

WHEREAS, upon review of the bids, the board finds Friendship Ford is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) 2020 Ford F350 Extended Cab enclosed utility body 4X4 truck from Friendship Ford, at a total purchase cost of \$58,877.00, which includes the deduction of the \$2,500.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) 2020 Ford F350 Extended Cab enclosed utility body 4X4 truck at a total purchase cost of \$58,877.00, which includes the deduction of the \$2,500.00 trade-in allowance, is awarded to Friendship Ford and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 3rd day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
February 5, 2020  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

4X4 EXTENDED CAB/ENCLOSED UTILITY BODY					
Vendor:	Qty.:	Unit Cost:	Trade-In #1768:	Delivery Time:	Make/Model:
Autoworld of Big Stone Gap	1	\$58,577.77	\$4,707.77	180 Days	2020 Ram 3500 Crew 4X4 SRW
Friendship Ford	1	\$61,377.00	\$2,500.00	180 Days	Ford F350

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

# Vehicle Vendors

Email Address	Business
brian@autoworldbsg.com	Auto World of Big Stone Gap
carlarcher@billgatton.com	Bill Gatton
chite@courtesykingsport.com	Courtesy Chevrolet
crabtreebgmc@gmail.com	Crabtree Buick GMC
kp_porter@hotmail.com	Empire Ford
jason.empireford@gmail.com	Empire Ford II
alandrinnon@fairwaykingsport.com	Fairway Ford
drewjohnson32@yahoo.com	Freedom Ford/Chevrolet
herb.odom@freelandauto.com	Freeland Auto
wpickard@goldencircle.com	Golden Circle Ford
ctuckerold@lcford.com	Lance Cunningham Ford
lcag.fleet@gmail.com	Lonnie Cobb Ford
Donna.Newell@Ford1.biz	Neighborhood Ford
piper.kirk@tricitiedodge.com	Tri Cities Dodge
dmeador@heavymachinesinc.com	Heavy Machines
sales@goodpasturemotor.com	Goodpasture Motor Co
dave@g-sproducts.com	GSP Marketing
jrogers@thepetestore.com	The Pete Store
chris.jessee@mhc.com	MHC Kenworth
robert@mtjoyrv.com	Mid State Equipment
mequip@iglou.com	Municipal Equipment
nick.jennings@tricitiedodge.com	Tri-cities dodge
scott.pekar@thetruckpeople.com	Worldwide Equipment
todd.love@thetruckpeople.com	Worldwide Ford Sales
rob@ciequipment.com	Carolina Industrial Equipment
cbaton@cdjrcolumbia.com	Columbia Chrysler Dodge Jeep Ram
cmiequip@bellsouth.net	CMI Equip
cory@pweasi.com	Public Works Equipment
richmondmachinery@msn.com	Richmond Machinery
roddersandjetsco@aol.com	Rodders & Jets
dhigdon@stowerscat.com	Stowers
craig@stringfellow.bz	Stringfellow
bjanutolo@triadfreightlinertn.com	Triad Freightliner
tlove@friendshipauto.com	Friendship Automotive



## FLEET MAINTENANCE DEPARTMENT

### City of Kingsport, Tennessee

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Jason Starnes, Water Construction Foreman  
Steve Hightower, Fleet Manager  
**Date:** February 11, 2020  
**Re:** 4x4 Extended Cab with Enclosed Utility Body Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor for use by the Stormwater Department and accept the trade in offering.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	2020 Ford F350 Ext Cab 4x4	Friendship Ford	8 City/ 12 Hwy

#### Compliant Bidder

The bidder was the compliant in all major aspects of the minimum specification requirements for the 4x4 Extended Cab with Enclosed Utility Body unit specified. The lower bid offering of Auto World of Big Stone did not meet the minimum GVWR requirements of the specifications by a substantial amount. The specification required an 11,400 pound GVWR and the Dodge offering was only 10,000 pounds. The gross vehicle weight rating (GVWR) is the maximum operating weight/mass of a vehicle as specified by the manufacturer including the vehicle's chassis, body, engine, engine fluids, fuel, accessories, driver, passengers and cargo but excluding that of any trailers.

#### This unit will be Fleet Replacement

#### Delivery and Compliance

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 180 Days with 15 days to correct inspection deficiencies and a \$50 dollar a day penalty assessed.

The bid offerings were reviewed with the Water Construction Foreman, Jason Starnes, who is agreement with this recommendation. Confirming email of agreement is attached.

#### Fuel Economy Improvement

00%

No fuel economy improvements would be realized since the replacement units are similar to the current units being operated and replaced.

#### Trade In(s)

1. Trade in(s):
  - a. 1768 - 2008 Ford F350 4x4 Stake Body-- Age: 12 Years – 137,448 Mileage – 7.8 MPG
  - b. Trade Offering: \$2,500

## **Origin/ Dealer Information**

2. New Unit(s) Origin of Chassis Manufacture:
  - a. Vehicle – Louisville, Kentucky
    - i. 65 % USA & Canada/ 15 % Mexico/ 10% Other
3. New Unit(s) Purchase Dealer:
  - a. Vehicle – Friendship Ford – Bristol, VA.
4. New Unit(s) Origin of Body Manufacture: Stahl
  - a. Wooster, Ohio
    - i. 95% Domestic/ 5% Foreign
5. New Unit(s) Body Dealer:
  - a. Kingsport Iron and Metal – Kingsport, TN

Should you have any questions on this recommendation, please do not hesitate to contact us.

Thank you.



Picture is for demonstration purposes only and does not reflect the actual unit(s) being purchased.



**From:** Starnes, Jason  
**Sent:** Tuesday, February 11, 2020 12:27 PM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Cc:** Austin, Chad <ChadAustin@KingsportTN.gov>  
**Subject:** Bid review and Acceptance - Hybrid Sedan and Replacement for 1768

Good afternoon,

Upon reviewing the bid tabs, this Department is in agreement with awarding Friendship Ford the bid for (1) 4x4 Ext. Cab Heavy Duty Truck with Utility Bed and Bumper Crane. Thank you for your time and assistance,

**Jason R. Starnes**  
Water Construction Foreman  
City of Kingsport, TN  
O: (423) 229-9322  
C: (423) 534-9081  
[jasonstarnes@KingsportTN.gov](mailto:jasonstarnes@KingsportTN.gov)



225 W. Center Street  
Kingsport, TN 37660  
[www.kingsporttn.gov](http://www.kingsporttn.gov)



## AGENDA ACTION FORM

### **Awarding the Bid for the Purchase of Two (2) 1 Ton 4X4 Stake Body Equipped Truck W/Snowplow**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-52-2020  
 Work Session: March 2, 2020  
 First Reading: N/A

Final Adoption: March 3, 2020  
 Staff Work By: Committee  
 Presentation By: R. McReynolds, S. Hightower

### **Recommendation:**

Approve the Resolution.

### **Executive Summary:**

Bids were opened on February 18, 2020 for the purchase of Two (2) 1 Ton 4X4 Stake Body Equipped Truck W/Snowplow for use by the Public Works Streets & Sanitation Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on February 2, 2020 and placed on our website for 16 calendar days. It is the recommendation of the committee to accept the apparent low, responsible compliant bid from Auto World of Big Stone Gap for Two (2) 2020 Dodge Ram 3500 as follows:

<u>\$42,777.77</u>	Unit Cost
\$85,555.54	Total Purchase Price

These units are fleet additions.

Funding is identified in Project/Account # GP2015 31100006019006 & GP2008 31100006019006.

### **Attachments:**

1. Resolution
2. Bid Opening Minutes
3. Vendor List
4. Recommendation Memo w/ photo

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *SK*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF  
2 ONE TON 4X4 STAKE BODY EQUIPPED TRUCKS WITH  
SNOWPLOW TO AUTO WORLD OF BIG STONE GAP AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened February 18, 2020, for the purchase Two (2) 2020 Dodge Ram 3500 4X4 stake body equipped trucks with snowplow for use by public works streets and sanitation department; and

WHEREAS, upon review of the bids, the board finds Auto World of Big Stone Gap is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase two (2) 2020 Dodge Ram 3500 4X4 stake body equipped trucks with snowplow from Auto World of Big Stone Gap, at a total purchase cost of \$85,555.54; and

WHEREAS, funding is identified in accounts GP2015 31100006019006 & GP2008 31100006019006.

Now therefore,

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

SECTION I. That the bid for the purchase of two (2) 2020 Dodge Ram 3500 4X4 stake body equipped trucks with snowplow truck at a total purchase cost of \$85,555.54, is awarded to Auto World of Big Stone Gap, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 3rd day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
February 18, 2020  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

1 TON 4X4 STAKE BODY EQUIPPED TRUCK WITH SNOWPLOW			
Vendor:	Unit Cost:	Delivery Time:	Make/Model:
Friendship Ford of Bristol	\$44,321.00	180 Days	2020 Ford F350 4X4
Friendship CDJR of Bristol	\$44,199.00	180 Days	2020 3500 Ram Regular Cab 4X4
Auto World of Big Stone Gap	\$42,777.77	180 Days	2020 Ram 3500 4X4 SRW

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

# Vehicle Vendors

Email Address	Business
brian@autoworldbsg.com	Auto World of Big Stone Gap
carlarcher@billgatton.com	Bill Gatton
chite@courtesykingsport.com	Courtesy Chevrolet
crabtreebgmc@gmail.com	Crabtree Buick GMC
kp_porter@hotmail.com	Empire Ford
jason.empireford@gmail.com	Empire Ford II
alandrinnon@fairwaykingsport.com	Fairway Ford
drewjohnson32@yahoo.com	Freedom Ford/Chevrolet
herb.odom@freelandauto.com	Freeland Auto
wpickard@goldencircle.com	Golden Circle Ford
ctuckerold@lcford.com	Lance Cunningham Ford
lcag.fleet@gmail.com	Lonnie Cobb Ford
Donna.Newell@Ford1.biz	Neighborhood Ford
piper.kirk@tricitiedodge.com	Tri Cities Dodge
dmeador@heavymachinesinc.com	Heavy Machines
sales@goodpasturemotor.com	Goodpasture Motor Co
dave@g-sproducts.com	GSP Marketing
jrogers@thepetestore.com	The Pete Store
chris.jessee@mhc.com	MHC Kenworth
robert@mtjoyrv.com	Mid State Equipment
mequip@iglou.com	Municipal Equipment
nick.jennings@tricitiedodge.com	Tri-cities dodge
scott.pekar@thetruckpeople.com	Worldwide Equipment
todd.love@thetruckpeople.com	Worldwide Ford Sales
rob@ciequipment.com	Carolina Industrial Equipment
cbaton@cdjrcolumbia.com	Columbia Chrysler Dodge Jeep Ram
cmiequip@bellsouth.net	CMI Equip
cory@pweasi.com	Public Works Equipment
richmondmachinery@msn.com	Richmond Machinery
roddersandjetsco@aol.com	Rodders & Jets
dhigdon@stowerscat.com	Stowers
craig@stringfellow.bz	Stringfellow
bjanutolo@triadfreightlinertn.com	Triad Freightliner
tlove@friendshipauto.com	Friendship Automotive



**FLEET MAINTENANCE DEPARTMENT**  
**City of Kingsport, Tennessee**

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**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Adam Williams, Concrete Crew Foreman  
Greg Willis, Street Supervisor  
Steve Hightower, Fleet Manager  
**Date:** February 20, 2020  
**Re:** 4x4 Regular Cab Stake Bed Dump - Purchase Recommendation

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This will confirm our review and recommendation to purchase the low compliant bid of the following vendor for use by the Public Works Street and Sanitation Department. The price would be \$42,777.77 each.

<b>Item</b>	<b>Quantity</b>	<b>Description</b>	<b>Award to Vendor</b>	<b>Fuel Economy</b>
1	2	2020 Dodge Ram 3500	Auto World of Big Stone	10 City/ 12 Hwy

**Low Compliant Bidder**

The bidder was the low compliant bidder in all major aspects of the minimum specification requirements for the 4x4 Regular Cab Stake Bed Dump Truck(s) specified, which includes a snow plow.

**These unit(s) will be additions to the Fleet**

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 180 business days after notification with 10 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

The bid offerings were reviewed with the by Committee, who are in agreement with this recommendation.

**Fuel Economy Improvement**

00%

No fuel economy improvements would be realized since the unit(s) are similar to the current unit(s) being operated.

**Trade In(s)**

1. Trade in(s):  
Not Applicable

## Origin/ Dealer Information

1. New Unit(s) Chassis Origin of Manufacture:
  - a. Chassis – Blue Ridge, GA
    - i. Content Information not Provided
2. Dump Body Manufacturer:
  - a. Body – Information not Provided
3. Unit(s) Chassis Dealer:
  - a. Chassis –Auto World – Big Stone Gap, VA.
4. Unit(s) Body Dealer:
  - a. Body – Kingsport Iron and Metal - Kingsport, TN
5. Snowplow Dealer:
  - a. Kingsport Iron and Metal - Kingsport, TN

Should you have any questions on this recommendation, please do not hesitate to contact us.

Thank you.



Picture is for demonstration purposes only and does not reflect the actual unit(s) being purchased.





## AGENDA ACTION FORM

### Renewing the Award of the Bid for the Purchase of Water & Wastewater Chemicals

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-53-2020  
 Work Session: March 2, 2020  
 First Reading: N/A

Final Adoption: March 3, 2020  
 Staff Work By: Committee  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on February 27, 2018 for the purchase of various chemicals for use by the Water and Wastewater Treatment Plant. The City's Invitation to Bid included a renewal option clause which allows the city to renew the award for an additional 12 month period if costs are acceptable to both parties with BMA approval. It is the recommendation of the Water/WW Facilities Manager to extend the following chemical purchases for an additional 12 month period as follows:

Coagulant – Gulbrandsen 6801 - \$.387/lb  
 Chlorine – JCI Jones Chemical - \$.219/lb  
 Hydrofluorosilic Acid (Fluoride) – Univar USA - \$.145/lb  
 Zinc Orthophosphate – Carus Corp - \$.390/lb  
 Sodium Permanganate – Shannon Chemical - \$.947/lb  
 Polymer – Coastal Water Technologies - \$1.19/lb

The time frame for these renewals is May 1, 2020 through April 30, 2021. Please see the attached documents for more information.

Funding is identified in water and sewer fund operating expense accounts.

#### Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo & Renewal Letter

Funding source appropriate and funds are available: *AM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *SK*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION RENEWING THE AWARD OF BID FOR PURCHASE OF CHLORINE TO JCI JONES CHEMICAL; FOR ZINC ORTHOPHOSPHATE TO CARUS CORPORATION; FOR COAGULANT TO GULBRANDSEN MANUFACTURING, INC.; FOR POLYMER TO COASTAL WATER TECHNOLOGY, LLC; AND FOR HYDROFLUOROSILIC ACID TO UNIVAR USA; SODIUM PERMANGANATE TO SHANNON CHEMICAL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, on February 27, 2018, bids were opened for the purchase of various chemicals for use by the Filter Plant and Wastewater Treatment Plant; and

WHEREAS, the invitation to bid included a renewal option clause that allows the city to renew the award for an additional 12 month period if costs are acceptable to both parties with board approval; and

WHEREAS, the city would like to renew the award of bid for the purchase of various chemicals for use by the Filter Plant and Wastewater Treatment Plant for the time frame of May 1, 2020, through April 30, 2021, as set out below; and

WHEREAS, upon review of the bids, the board finds JCI Jones Chemical is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase Chlorine at a cost of \$.219 per pound, from JCI Jones Chemical; and

WHEREAS, upon review of the bids, the board finds Carus Corporation is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase zinc orthophosphate at a cost of \$.390 per pound from Carus Corporation; and

WHEREAS, upon review of the bids, the board finds Gulbrandsen Manufacturing, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase Gulbrandsen Coagulant at a cost of \$.387 per pound delivered from Gulbrandsen Manufacturing, Inc.; and

WHEREAS, upon review of the bids, the board finds Coastal Water Technology, LLC is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase polymer at a cost of \$1.19 per pound, from Coastal Water Technology, LLC; and

WHEREAS, upon review of the bids, the board finds Univar USA is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport

desires to purchase hydrofluorosilic acid at a cost of \$.145 per pound, from Univar USA; and

WHEREAS, upon review of the bids, the board finds Shannon Chemical is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase Sodium Permanganate at a cost of \$.947 per pound, from Shannon Chemical; and

WHEREAS, funding is identified in account water and sewer operating accounts.

Now therefore,

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

SECTION I. That the renewal of the award for the bid for the purchase of various chemicals for use by the Filter Plant and Wastewater Treatment Plant for the time frame of May 1, 2020, through April 30, 2021 is approved.

SECTION II. That the bid for chlorine is awarded to JCI Jones Chemical at a cost of \$.219 per pound, for use by the Filter Plant and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION III. That the bid for zinc orthophosphate is awarded to Carus Corporation at a cost of \$.390 per pound, for use by the Filter Plant and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION IV. That the bid for coagulant is awarded to Gulbrandsen Manufacturing, Inc. for Gulbrandsen Coagulant at a cost of \$.387 per pound for use by the Filter Plant and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION V. That the bid for polymer is awarded to Coastal Water Technology, LLC at a cost of \$1.19 per pound, for use by the Filter Plant and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION VI. That the bid for hydrofluorosilic acid is awarded to Univar USA at a cost of \$.145 per pound, for use by the Filter Plant and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION VII. That the bid for Sodium Permanganate is awarded to Shannon Chemical at a cost of \$.947 per pound, for use by the Filter Plant and the city manager is authorized to execute purchase orders for the same, as needed

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

ADOPTED this the 3rd day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
February 27, 2018 - 4:00 P.M.

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

The Bid Opening was held in the Council Room, City Hall. The Procurement Manager opened with the following bids:

WATER AND WASTEWATER CHEMICALS								
Vendor:	Liquid Chlorine:	Zinc Orthophosphate:	Hydrofluorosilicic Acid 23%:	Gulbrandsen 6801 2,000 Gal.:	Gulbrandsen 6801 4,000 Gal.:	CWT ST-600 Coastal Polymer:	Sodium Permanganate 20%	Period of Time Prices Firm For:
BHS Specialty Chem.	No Bid	No Bid	\$.1935/lb.	No Bid	No Bid	No Bid	No Bid	1 Yr/date awarded
Chemrite	No Bid	\$.503/lb.	No Bid	No Bid	No Bid	No Bid	\$1.01/lb.	1 Year
Univar USA	No Bid	No Bid	\$.118/wet lb.	No Bid	No Bid	No Bid	No Bid	1 Year
Brenntag Midsouth	\$.234/lb.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1 Year
Pencco, Inc.	No Bid	No Bid	\$.1345/lb.	No Bid	No Bid	No Bid	No Bid	1 Year
Gulbrandsen Tech.	No Bid	No Bid	No Bid	\$.415/lb.	\$.387/lb.	No Bid	No Bid	1 Year
Carus Corp.	No Bid	\$.37/lb.	No Bid	No Bid	No Bid	No Bid	No Bid	1 Year
Shannon Chemical	No Bid	\$.553/lb.	No Bid	No Bid	No Bid	No Bid	\$.947/lb.	1 Year
JCI Jones Chemical	\$.209/lb.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1 Year
Coastal Water Tech.	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.14/lb.	No Bid	1 Year
USALCO	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	N/A

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



## WATER / WASTEWATER FACILITIES

City of Kingsport, Tennessee

### Memo

To: Niki Ensor, W/WW Facilities Manager

From: Mark Zinnanti, WTP Superintendent

Date: February 19, 2020

Re: 2020 Chemical Pricing

---

Plant staff has reviewed chemical pricing and recommends purchasing treatment chemicals as described below;

#### **Coagulant**

Gulbrandsen 6801 – Plant staff recommends purchasing from Gulbrandsen at \$0.387/lb. Gulbrandsen has provided coagulant to our facility for approximately 20 years and Water Plant personnel remain pleased with both the product and service. Pricing will remain unchanged from the current bid.

#### **Chlorine**

Drinking water treatment requires Chlorine for disinfection. Plant staff recommends purchasing from JCI Jones Chemical at \$0.219/lb. Pricing will remain unchanged from the current bid.

#### **Hydrofluorosilic Acid (Fluoride)**

The Kingsport Water Treatment Plant's fluoridation program has been approved by the Tennessee Department of Environment and Conservation (TDEC). Plant Staff recommends purchasing from Univar USA at \$0.145/lb. New pricing will result in an increase of \$1,872 for this chemical.

#### **Zinc Orthophosphate**

The Tennessee Department of Environment and Conservation requires community water systems to maintain an approved corrosion control program. Accordingly, Zinc Orthophosphate is essential in maintaining water quality throughout our distribution system. Plant staff recommends Carus Corporation at \$0.390/lb. Pricing will remain unchanged from the current bid.

#### **Sodium Permanganate**

Sodium Permanganate is utilized in the treatment process to control taste and odors and more importantly to reduce certain chemicals which lead to the formation of disinfection byproducts. Plant staff recommends Shannon Chemical at \$0.947/lb. Pricing will remain unchanged from the current bid.

#### **Polymer**

Polymer is used in the solids treatment process at the Waste Water Plant. Plant staff recommends Costal Water Technology at \$1.19/lb. The Waste Water Plant has been using Costal polymer for approximately 9 years and staff remains pleased with both product and service. Pricing will remain unchanged from the current bid.

Overall new pricing results in \$1872 increased chemical cost for the next year.

## Eichmann, Nikisha

---

**From:** Fox, Dawn <Dawn.Fox@caruscorporation.com>  
**Sent:** Tuesday, January 28, 2020 3:19 PM  
**To:** Eichmann, Nikisha  
**Subject:** FW: Zinc Orthophosphate

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Afternoon, Nikisha!

This email serves as our acknowledgment that Carus LLC is in agreement to extend the above referenced contract for an additional one year term **(May 1, 2020 – April 30, 2021) at the same price of \$ .39/lb. delivered for Carus™ 3280 water treatment chemical.**

Please let me know if anything further is required.

Thank you for the continued opportunity.  
Have a great day!

**Dawn Fox** | Inside Sales Analyst

Carus | 315 Fifth St | Peru, Illinois, USA 61354  
Office: +1 800-435-6856 | Fax: +1 815 224 6697

[www.caruscorporation.com](http://www.caruscorporation.com)  
[LinkedIn](#) | [Facebook](#)  
[Sign-Up for Our Email List!](#)

**From:** Eichmann, Nikisha <[NikishaEichmann@KingsportTN.gov](mailto:NikishaEichmann@KingsportTN.gov)>  
**Sent:** Monday, January 27, 2020 2:00 PM  
**To:** Smith, Barbie <[Barbie.Smith@caruscorporation.com](mailto:Barbie.Smith@caruscorporation.com)>  
**Subject:** Zinc Orthophosphate

**EXTERNAL EMAIL:** This email originated from outside of the organization. Do not click links or open attachments unless you know the content is safe.

Good afternoon,

I have spoken with our wastewater department and they are requesting to renew with Carus. Would you be willing to extend the current price for another year from 5/1/20-4/30/21. Please let me know.

Thank you,

**Nikisha Eichmann**  
Assistant Procurement Manager



## Eichmann, Nikisha

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**From:** William Matthews <cwt.matthews52@gmail.com>  
**Sent:** Monday, January 27, 2020 3:14 PM  
**To:** Eichmann, Nikisha  
**Subject:** Re: Polymer

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Yes , Nikisha, Coastal Water Technology LLC will keep the existing pricing thru the next fiscal year Thanks Pat

On Mon, Jan 27, 2020 at 3:10 PM Eichmann, Nikisha <[NikishaEichmann@kingsporttn.gov](mailto:NikishaEichmann@kingsporttn.gov)> wrote:

Good afternoon,

I have spoken with our wastewater department and they are requesting to renew with Coastal Water Technology. Would you be willing to extend the current price for another year from 5/1/20-4/30/21. Please let me know.

Thank you,

**Nikisha Eichmann**

Assistant Procurement Manager

City of Kingsport

P: 423-229-9314

[NikishaEichmann@KingsportTN.gov](mailto:NikishaEichmann@KingsportTN.gov)



225 W. Center St

Kingsport TN, 37660

[www.kingsporttn.gov](http://www.kingsporttn.gov)

## Eichmann, Nikisha

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**From:** Magali Santini <msantini@gulbrandsen.com>  
**Sent:** Wednesday, January 22, 2020 4:27 PM  
**To:** Eichmann, Nikisha  
**Cc:** Nikki Hughes  
**Subject:** Re: Kingsport 2020 renewal- with Gulbrandsen Technologies Inc.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Nikisha,

We would be happy to renew the contract with your municipality until 4/30/2021, as you suggested. Please forward any paperwork that you need us to complete, and we will take care of it right away.

Thank you,

On Wed, Jan 22, 2020 at 3:08 PM Eichmann, Nikisha <[NikishaEichmann@kingsporttn.gov](mailto:NikishaEichmann@kingsporttn.gov)> wrote:

Hi Nikki,

I have spoken with the wastewater department and they are interested in renewing. Are you all willing to hold the current pricing for another year from 5/1/20-4/30/21? Please let me know. I will have to send it to the Board of Mayor Alderman for approval to renew once I hear back from all the other vendors on the chemicals they were awarded.

Thank you,

**Nikisha Eichmann**

Assistant Procurement Manager

City of Kingsport

P: 423-229-9314

[NikishaEichmann@KingsportTN.gov](mailto:NikishaEichmann@KingsportTN.gov)



## Eichmann, Nikisha

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**From:** Teresa Smith <teresasmith@jcichem.com>  
**Sent:** Wednesday, January 29, 2020 10:54 AM  
**To:** Eichmann, Nikisha  
**Subject:** RE: Chlorine

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Nikisha,

Good news 😊

Yes, JCI would like to renew for an additional year at the current pricing of \$438.00/each.

What do you need from me?

Thank you,

Teresa Smith  
Office Manager  
JCI Jones Chemicals/1500 Tarheel Road/Charlotte NC 28208  
Phone 704-392-9767  
Fax 704-392-7412  
teresasmith@jcichem.com

**From:** Eichmann, Nikisha <NikishaEichmann@KingsportTN.gov>  
**Sent:** Monday, January 27, 2020 2:59 PM  
**To:** Teresa Smith <teresasmith@jcichem.com>  
**Subject:** Chlorine

Good afternoon,

I have spoken with our wastewater department and they are requesting to renew with JCI Jones Chemical. Would you be willing to extend the current price for another year from 5/1/20-4/30/21. Please let me know.

Thank you,

**Nikisha Eichmann**  
Assistant Procurement Manager  
City of Kingsport  
P: 423-229-9314  
[NikishaEichmann@KingsportTN.gov](mailto:NikishaEichmann@KingsportTN.gov)



## Eichmann, Nikisha

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**From:** Ann Arrell <ann@shannonchem.com>  
**Sent:** Tuesday, February 18, 2020 2:58 PM  
**To:** Eichmann, Nikisha  
**Subject:** FW: Sodium Permanganate

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

**From:** Daniel C. Flynn  
**Sent:** Tuesday, January 28, 2020 7:45 AM  
**To:** Eichmann, Nikisha <NikishaEichmann@KingsportTN.gov>  
**Cc:** Kevin Flynn <ktflynn@shannonchem.com>  
**Subject:** RE: Sodium Permanganate

Nikisha,

Shannon Chemical Corporation is pleased to renew our contract with the City of Kingsport at the delivered price of \$0.947/#. All terms and conditions of the original contract will remain the same.

Thank you for your continued interest and support of Shannon Chemical Corporation's products and services.

Respectfully,  
Shannon Chemical Corporation

Daniel C. Flynn  
President

**From:** Eichmann, Nikisha <[NikishaEichmann@KingsportTN.gov](mailto:NikishaEichmann@KingsportTN.gov)>  
**Sent:** Monday, January 27, 2020 3:08 PM  
**To:** Daniel C. Flynn <[dcflynn@shannonchem.com](mailto:dcflynn@shannonchem.com)>  
**Subject:** Sodium Permanganate

Good afternoon,

I have spoken with our wastewater department and they are requesting to renew with Shannon Chemical. Would you be willing to extend the current price for another year from 5/1/20-4/30/21. Please let me know.

Thank you,

**Nikisha Eichmann**  
Assistant Procurement Manager  
City of Kingsport  
P: 423-229-9314  
[NikishaEichmann@KingsportTN.gov](mailto:NikishaEichmann@KingsportTN.gov)

Univar Solutions USA Inc.  
8201 S. 212th  
Kent, WA 98032-1994  
USA

T 253-872-5000  
F 253-572-5041  
www.univarsolutions.com



February 7, 2019

Account #CG-189394  
City of Kingsport  
2436 Sherwood Rd  
Kingsport, TN 37660

RE: Renewal of Hydrofluorosilicic Acid

To Nikisha Eichmann:

Univar Solutions USA Inc. is pleased to have the option to extend the agreement and can do so at the following prices:

CHEMICAL	PRODUCT #		BID PRICE	UNIT	MIN. ORDER REQUIREMENT? Y/N	PLEASE NOTE
Hydrofluorosilicic Acid 23%	828812		\$0.1450 or \$290.00	Per lb Or Per Ton	See Original Bid/Offer	Bulk Truckload (min. of 41,000lbs)

Due to product increase we currently raising the price on the Hydrofluorosilicic Acid. Univar will hold this pricing firm for the renewal term of May 1, 2020 – April 30, 2021.

Increases have been calculated based on changes in the market since the original bid. Market information (CMAI data) is attached for your reference for the HFS.

All other information presented with/within the original bid/offer, including the agreed upon terms, conditions etc. remain the same.

Thank you for the opportunity to extend the current contract and to continue to supply City of Kingsport – We very much appreciate it.

Sincerely,

**Stacy Ziegler**

Municipal Specialists  
Univar Solutions USA Inc.  
[muniteam-west@univarsolutions.com](mailto:muniteam-west@univarsolutions.com)  
[www.univarsolutions.com](http://www.univarsolutions.com)

**Please Note:** Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase

price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Please Note:** Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.



Univar Solutions  
2001 Continental Blvd.  
Charlotte, NC 28273

Dear Valued Partner:

UnivarSolutions values our relationship and we strive daily to be viewed as an extension of your business. Our mission is to provide a quality product and superior service while maintaining a competitive price.

In recent months, we have endured increasing pressure on raw materials and transportation costs while also seeing continued tightening and/or significant production changes in the Hydroflurosilicic acid markets. Throughout this period, Univar Solutions has tried to buffer our customers from these increases however; we are at a point where we must ask for assistance in sharing this burden.

Where allowable by contract, UnivarSolutions, Inc. will increase pricing on all NSF/ANSI 60 Hydroflurosilicic acid by \$70.00per wet ton, effective September 1, 2019.

We continue to work on mitigating cost increases in our supply chain. We value you as a customer and appreciate your business and understanding. If you have any questions, please call your UnivarSolutions representative. We appreciate your understanding in this matter and look forward to continuing to provide exemplary service.

Sincerely,

*Sara Cauthen*

Sara Cauthen  
Product Marketing Manager --  
Hydroflurosilicic Acid



## AGENDA ACTION FORM

### **Amend the Aquatic Center Fees Outside of the Fee Resolution Schedule Due to the Timing of the Summer Operational Season at the Aquatic Center**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-48-2020  
 Work Session: March 2, 2020  
 First Reading: N/A

Final Adoption: March 3, 2020  
 Staff Work By: Kari Matheney  
 Presentation By: Chris McCartt

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

City staff, in conjunction with the Aquatic Advisory Board, request that the fees found within the attached resolution be approved. These fees are amended based on operational necessities of the facility, as well as, benchmarked against comparable aquatic facility fees. The summer operational season begins May 11, with season pass sales beginning April 1. Therefore, it is necessary to bring the fee amendments to the BMA outside of the Fee Resolution Schedule, and to have the recommended fees approved prior to these key dates to ensure consistency throughout the summer operational season.

Moreover, with the opening of an additional pool, we have increased opportunities for expanding programs, aerobics, swim lessons, rentals, and open swim space. This will also inherently come with an added staffing cost that the fee increases will offset. The water aerobic class fee and rental fees have remained the same since opening the facility in 2013. Therefore, we request that the attached fees be approved effective March 4, 2020.

The Aquatic Advisory Board endorsed fee changes on January 13, 2020.

#### **Attachments:**

1. Resolution w/ Proposed Amendments to the 2019 Fee Resolution
2. Spreadsheet - Amendments to the 2019 Fee Resolution

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO AMEND RESOLUTION NO. 2019-206  
RATES, FEES AND CHARGES THEREIN ESTABLISHING FEES  
FOR USE OF THE KINGSPORT AQUATIC CENTER

WHEREAS, by Resolution No. 2019-206, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee set the rates, fees and charges as set by the Kingsport Code of Ordinances; and

WHEREAS, it is now deemed advisable to amend Resolution No. 2019-206 with a supplement to set fees under Chapter 66 – Parks and Recreation; and

WHEREAS, various fees and charges provided for in the City's Code of Ordinances must be set and amended by resolution of the Board of Mayor and Aldermen.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Kingsport, Tennessee as follows:

SECTION I. That effective March 3, 2020, Chapter 66, Subsection O of Resolution 2019-206 is amended as follows:

**Chapter 66- Parks and Recreation**

O. Kingsport Aquatic Center Events/Facilities

1. Daily Fees

- (a) Ages 2 & under..... Free w/ paying adult
- (b) Under 48".....\$6.00
- (c) 48" and above.....\$8.00
- (d) Ages 55 & over.....\$6.00
- (e) Group (more than 10 people).....\$4.00 each
- (f) Last two (2) hours of operation for the Indoor Pool outside of summer operational season:
  - (1) Under 48".....\$3.00
  - (2) 48" and above.....\$4.00
  - (3) Ages 55 & over .....\$3.00

2. Seasonal Waterpark Passes (Summer Operational Season)

- (a) Under 48".....\$100.00
- (b) 48" and above.....\$125.00
- (c) Ages 55 & over.....\$100.00
- (d) Family (2 adults and 2 youth).....\$250.00
  - (1) Additional person.....\$15.00

3. Annual Memberships (ONE annual payment includes member rates on classes and a 10% discount on facility rentals and concessions)

- (a) Under 48"..... \$230.00
- (b) 48" and above ..... \$300.00
- (c) Ages 55 & over..... \$230.00
- (d) Family (2 adults & 2 youth)..... \$475.00
  - (1) Additional person (living in same household)..... \$50.00

4. Monthly Memberships

- (a) Under 48" ..... \$30.00
- (b) 48" and above ..... \$35.00
- (c) Ages 55 & over..... \$30.00
- (d) Family (2 adults & 2 youth) ..... \$70.00
  - (1) Additional person (living in same household) ..... \$5.00

## 5. Rentals

(a) Room (includes tables and chairs)	\$40.00/hr
(b) Indoor Facility (minimum of 2 hrs)	
(1) 1-100 people	\$250.00/hr
(2) 101-250 people	\$350.00/hr
(3) 251-400 / Commercial	\$450.00/hr
(c) Outdoor Facility (minimum of 2 hrs)	
(1) 1-100 people	\$350.00/hr
(2) 101-250 people	\$450.00/hr
(3) 251-400 / Commercial	\$550.00/hr
(d) Outdoor Lap Pool (minimum of 2 hrs)	
(1) 1-100 people	\$150.00/hr
(2) 101-200 people	\$250.00/hr
(e) Lap Lane	
(1) Short course (maximum of 8 swimmers/lane)	\$10.00/hr
(2) Long course (maximum of 16 swimmers/lane)	\$20.00/hr
(f) Swim Meet	
(1) Full day (up to 12 hrs with an additional charge of \$100.00/hr if the meet lasts more than 12 hours)	\$1000.00
(2) Half day (5 hours or less)	\$600.00
(f) Cabana (Outdoor Waterpark Season)	
(1) Full Day	
(i) Monday-Thursday	\$75.00
(ii) Friday-Sunday & Holidays	\$100.00
(2) Half Day	
(i) Monday-Thursday	\$40.00
(ii) Friday-Sunday & Holidays	\$60.00

## 6. Swim Lessons

(a) Group (8 classes w/ sibling discount of \$5/additional child)	
(1) Member	\$50.00/session
(2) Non-member	\$60.00/session
(b) Private (1 x 30 minute class or 6 x 30 minute classes)	
(1) Member	\$25.00/ \$140.00
(2) Non-Member	\$35.00/ \$160.00
(c) Semiprivate (6 x 30 minute classes for 2 students)	
(1) Member	\$170.00
(2) Non-Member	\$185.00

## 7. Water Exercise Classes (60 minutes in length)

(a) Single Class	
(1) Member	\$6.00
(2) Non-Member	\$8.00
(3) Kingsport Sr Center Member	\$5.00
(b) Monthly Pass (unlimited exercise classes during month)	
(1) Member	\$50.00
(2) Non-Member	\$55.00
(3) Kingsport Sr Center Member	\$40.00

## 8. Masters Swim Team

(a) Member (monthly)	\$25.00
(b) Non-member (monthly)	\$30.00
(c) Member (Quarterly)	\$75.00
(d) Non-Member (Quarterly)	\$90.00

## 9. Summer League Swim Team

(a) Member	\$125.00
(b) Non-Member	\$175.00

10. Training Courses (instructional courses for certification)
  - (a) Lifeguard Training
    - (1) Member.....\$200.00
    - (2) Non-member.....\$225.00
  - (b) Water Safety Instructor
    - (1) Member.....\$200.00
    - (2) Non-member.....\$225.00
  - (c) Certified Pool Operator
    - (1) Member ..... \$275.00
    - (2) Non-member ..... \$325.00
  - (d) Instructional classes lasting less than 5 hours
    - (1) Member.....\$25.00
    - (2) Non-member.....\$30.00
11. Special Events (varies by event).....\$3.00-\$10.00
12. Birthday Party Packages (party packages include admission for up to 15 guests, party room rental for 2 hours, a party host, and a birthday child favor bag.)
  - (a) Package A (basic package).....\$200.00
  - (b) Package B (includes Package A plus ¼ sheet cake, drinks & 15 party favor bags).....\$260.00
  - (c) Package C (includes Package B plus 2 Large 1 topping pizzas).....\$285.00
13. Members of the Kingsport Senior Center receive a discount of 20% for all aquatic classes
14. Seasonal Fees – Outdoor waterpark operational season
  - (a) Ages 2 & under.....Free w/ paying adult
  - (b) Under 48".....\$10.00
  - (c) 48" and above ..... \$12.00
  - (d) Ages 55 and over..... \$10.00
  - (e) Group (more than 10 people)..... (each) \$5.00
  - (f) After 4 pm:
    - (1) Under 48".....\$5.00
    - (2) 48" and above.....\$6.00
    - (3) Ages 55 and over.....\$5.00
    - (4) Group (more than 10 people)..... (each) \$2.50

Facility fees for the Kingsport Aquatic Center will be discounted by fifty percent (50%) for activities sponsored by the following:

- Kingsport Boys and Girls Club
- Kingsport Girls Incorporated
- Kingsport Chamber of Commerce
- Kingsport Convention and Visitor's Bureau
- Kingsport Economic Development Board
- Downtown Kingsport Association
- Kingsport Housing Authority
- Kingsport City Schools

\*The City Manager or his designee has the authority to adjust any of the above fees for special promotions or events.

\*The renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Kingsport Aquatic Center.

**SECTION II.** That this resolution shall become effective March 3, 2020, and remain in force and effect until such time as it is revoked, further amended, or superseded.

Adopted this 3rd day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

<b>Fee Description (FY20 preseason changes)</b>	<b>New Fee</b>	<b>Amended Fee</b>	<b>Old Fee</b>
<b>Kingsport Aquatic Center Events/Facilities</b>			
<b>Seasonal Waterpark Passes</b>			
Under 48"		<b>\$100.00</b>	\$75.00
48" and Above		<b>\$125.00</b>	\$100.00
Ages 55 & over		<b>\$100.00</b>	\$75.00
Family (2 adults & 2 youth)		<b>\$250.00</b>	\$200.00
Additional Person			\$15.00
<b>Rentals</b>			
Indoor Facility (minimum of 2 hrs)	<i>Hourly Rate</i>	<i>Hourly Rate</i>	<i>Hourly rate</i>
1-100 people		<b>\$250.00</b>	\$200.00
101-250 people		<b>\$350.00</b>	\$300.00
251-400 people/ Commercial		<b>\$450.00</b>	\$400.00
Outdoor Waterpark (minimum of 2 hours)			
1-100 people		<b>\$350.00</b>	\$300.00
101-250 people		<b>\$450.00</b>	\$400.00
251-400 people/ Commercial		<b>\$550.00</b>	\$500.00
Outdoor Lap Pool (minimum of 2 hours)			
1-100 people	<b>\$150.00</b>		
101-200 people	<b>\$250.00</b>		
<b>Water Exercise Classes (50-60 minutes in length)</b>			
Single Class			
KAC Member or YMCA Member		<b>\$6.00</b>	\$5.00
Non-Member		<b>\$8.00</b>	\$7.00
Kingsport Senior Center Member		<b>\$5.00</b>	\$4.00
Monthly Pass			
KAC Member or YMCA Member		<b>\$50.00</b>	\$40.00
Non-Member		<b>\$55.00</b>	\$45.00
Kingsport Senior Center Member		<b>\$40.00</b>	\$32.00
<b>Training Courses (instructional Courses for Certification)</b>			
Certified Pool Operator			
KAC Member or YMCA Member	<b>\$275.00</b>		
Non-Member	<b>\$325.00</b>		

<b>Seasonal Fees- Outdoor Waterpark Operational Season</b>			
Ages 2 & under			Free
Under 48"		<b>\$10.00</b>	\$8.00
48" and Above		<b>\$12.00</b>	\$10.00
Ages 55 & over		<b>\$10.00</b>	\$8.00
Group (more than 10 people)		<b>\$5.00</b>	\$4.00
<i>After 4pm</i>			
Ages 2 & under			Free
Under 48"		<b>\$5.00</b>	\$4.00
48" and Above		<b>\$6.00</b>	\$5.00
Ages 55 & over		<b>\$5.00</b>	\$4.00
Group (more than 10 people)		<b>\$3.00</b>	\$2.00



## AGENDA ACTION FORM

**Apply and Receive the Assistance to Firefighters Grant (AFG) through the U.S. Fire Administration of the Federal Emergency Management Administration (FEMA) Division of the Department of Homeland Security (DHS)**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-59-2020  
 Work Session: March 2, 2020  
 First Reading: N/A

Final Adoption: March 3, 2020  
 Staff Work By: Chief Boyd  
 Presentation By: Chief Boyd

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The Kingsport Fire Department (KFD) is eligible to apply for a FEMA for Assistance to Firefighters Grant (AFG). This program is designed to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical services organizations. The Grant Programs directorate of the Federal Emergency Management Agency administers the grants in cooperation with the U.S. Fire Administration.

The grant will be for Personal Protective Equipment (PPE), cleaning and decontamination washers and dryers. The heavy duty units clean PPE after emergency incidents to reduce contaminants, cancer causing agents, and extend the life of the PPE. The funds will be used to purchase (4) extractors and (6) dryers at a cost total cost of \$120,000.00. The grant funds 90% with a 10% city match. The matching funds will come out of GP2003.

**Attachments:**

1. Resolution

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *CM*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Oltman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN ASSISTANCE TO FIREFIGHTERS GRANT THROUGH THE UNITED STATES FIRE ADMINISTRATION OF THE FEDERAL EMERGENCY MANAGEMENT DIVISION OF THE DEPARTMENT OF HOMELAND SECURITY

WHEREAS, the city, through the Kingsport Fire Department, would like to apply for an Assistance to Firefighters Grant through the United States Fire Administration of the Federal Emergency Management Administration Division of the Department of Homeland Security, which will provide funds to purchase Personal Protective Equipment; and

WHEREAS, the maximum amount of the grant award is \$120,000.00, and the grant requires a ten percent (10%) match, which is available in project account GP2003;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Assistance to Firefighters Grant through the United States Fire Administration of the Federal Emergency Management Administration Division of the Department of Homeland Security in the amount of \$120,000.00 for the Kingsport Fire Department, which will require a ten percent (10%) match.

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

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

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

ADOPTED this the 3<sup>rd</sup> day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY





## AGENDA ACTION FORM

### Acquisition of Property at 838 West Industry Drive

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager

Action Form No.: AF-57-2020  
Work Session: March 2, 2020  
First Reading: N/A

Final Adoption: March 3, 2020  
Staff Work By: R. Trent; N. Ensor  
Presentation By: R. McReynolds

### Recommendation:

Approve the Resolution.

### Executive Summary:

Beginning with the purchase of 840 West Industry Drive (Chuck's Drive-In) in 2007 and 830 West Industry Drive (old storage buildings) in 2008, the Public Works Department has been actively acquiring property along Industry Drive for future wastewater treatment facility needs. At this time, the city has an opportunity to purchase 838 West Industry Drive. This property is necessary for the construction of an equalization basin to store wet weather flow that will help reduce the occurrence of sanitary sewer overflows and allow us to meet our permit requirements. It is crucial for the city to take advantage of any opportunity to maintain control of properties surrounding the wastewater treatment plant.

An appraisal of the acquisition was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and appraised for \$260,000.00. The owners of the property, Daniel & Rhonda Jayne, are willing to sell the property to the city for the amount of \$275,000.00. A copy of the Purchase Agreement is contained in the attached resolution.

As part of the purchase, the city will be entering into a ninety (90) day lease with the current property owners which will allow them to completely wind down the business. A copy of the Lease is contained in the attached resolution.

This project will be funded under #SW1701.

### Attachment:

1. Resolution
2. Property Location Map

Funding source appropriate and funds are available:

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure:

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF REAL PROPERTY; AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT, A LEASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Public Works Department has requested an acquisition of property located at 838 West Industry Drive for the future construction of an equalization basin to store wet weather flow that will help reduce the occurrence of sanitary sewer overflows and allow the city to meet permit requirements; and

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

Now therefore,

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

SECTION I. That pursuant to the appraisal of the property indicating the fair market value, an offer of \$275,000.00 is approved for the purchase of the property located at 838 West Industry Drive, subject to such conditions as set out in the Purchase Agreement below.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Purchase Agreement for the purchase of the property located at 838 West Industry Drive, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said draft of the agreement being as follows:

**AGREEMENT**

**THIS PURCHASE AGREEMENT** (herein "Agreement") made and entered into on the date of the notary acknowledgment of the Sellers' signatures between **DANIEL S. JAYNE** and wife, **RHONDA R. JAYNE**, (hereinafter referred to as the "Sellers"), and **THE CITY OF KINGSFORT, TENNESSEE**, a municipality organized under the laws of the State of Tennessee (hereinafter referred to as the "Buyer").

**WITNESSETH:**

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

**1. SALE.** Sellers agree to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Sellers, subject to the terms and conditions of this Agreement all that real property situate, lying and located at 838 W. Industry Drive and being further identified as tax map 045L, control map 045K, group D, parcel 054.30, more particularly described on Exhibit A attached hereto and hereby made a part hereof, together with all improvements and fixtures situated thereon, if any, and also together with all hereditments and appurtenances thereunto belonging or in any way appertaining (the "Real Property").

**2. PURCHASE PRICE.**

(a) **Amount.** The purchase price to be paid by Buyer to Sellers for the Real Property shall be Two Hundred Seventy Five Thousand and No/100 Dollars (\$275,000.00)

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

**3. CLOSING.** The closing shall occur on or before May 8, 2020, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by the Buyer (the "Closing"). Buyer and Sellers agree to deliver and execute such other documents as may be reasonable and necessary in the opinion of counsel for Sellers and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

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

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

**6. DEED AND TITLE.**

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

(b) In the event, as of the Closing Date, Sellers are unable to convey marketable title to the Real Property due to defects in Sellers' title, or Sellers are unable to convey title due to exceptions Buyer finds unacceptable, then Closing shall be postponed for a reasonable period of time not to exceed 30 days until Sellers shall remove said title defects or exceptions. If Sellers are unable to cure such title defects or exceptions within said 30 days, this Agreement shall be null and void and there shall be no further obligations between the parties. If Buyer shall waive such title defects or exceptions by so notifying the Sellers in writing, or if Sellers shall have cured such defects or exceptions, as provided herein, the obligations of the parties hereunder shall not be affected by reason thereof, there shall be no abatement or reduction of the Purchase Price, and this transaction shall be consummated in accordance with the terms and provisions of this Agreement,

except that such title defects or exceptions that are waived by Buyer, if any, shall be set forth as exceptions in the deed.

**7. FEASIBILITY STUDY AND INSPECTIONS.** Each party, in its own discretion, shall determine that the property it is acquiring pursuant to this Agreement is suitable for the use for which it is being obtained. Each party shall each have the right, at its own expense, to conduct an inspection, environmental study or audit, a professional wetland delineation, professional floodplain analysis, grading and soil tests, feasibility and engineering studies, compaction and support studies, and any other inspections and/or tests that such party may deem necessary or advisable (hereinafter collectively the "Study") of the property it is acquiring for a period of sixty (60) days (hereinafter "Feasibility Period") after the Effective Date. The party conducting the Study and its agents, employees, contractors and representatives shall have at all reasonable times right of access to such property and shall be entitled to enter upon the property during the Feasibility Period in order to conduct the Study. Such activities of the Study shall not materially damage the property or unreasonably disrupt the other party's ongoing activity at the property. In the event of damage to or disruption of the property cause by the inspection or the Study, the inspecting party agrees to restore the property to substantially the same condition as existed prior to its access thereto. If as a result of such inspection or Study, the acquiring party determines in its sole and absolute discretion, that the property it is acquiring is unacceptable to that party for any reason whatsoever, such party shall have the unconditional right to terminate this Agreement, provided written notice of such is provided to the other party no later than ten (10) business days after the expiration of the Feasibility Period. If the terminating party provides written notice of cancellation to the other party no later than fifteen (15) business days after the expiration of the Feasibility Period, then this Agreement shall be cancelled, and thereafter neither party shall have any further liabilities, rights or obligations hereunder except those which expressly survive the termination of this Agreement.

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

**9. CONDITIONS PRECEDENT.**

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

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

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

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

If any condition specified in this Section 9 is not fully satisfied by Closing, or any extension thereof pursuant to this Agreement, Buyer may, at its option, waive such unsatisfactory condition precedent and consummate this Agreement, or may terminate this Agreement by written notice to Sellers, this Agreement shall be cancelled and thereafter neither Sellers nor Buyer shall have any

continuing obligation to each other under this Agreement. It shall be the right of the Buyer at its sole discretion and upon written notice to the Sellers to terminate this Agreement at any time prior to the closing of the property if it shall deem the property not suitable for its needs, and upon such termination, this Agreement shall be cancelled and thereafter neither Sellers nor Buyer shall have any continuing obligation to each other under this Agreement.

**10. NOTICE.** Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

SELLERS:	Daniel & Rhonda Jayne 365 Tams Lane Kingsport, Tennessee 37664
BUYER:	City of Kingsport, Tennessee 225 West Center Street Kingsport, Tennessee 37660

**11. PRORATIONS.** All real estate taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

**12. EXPENSES OF SELLERS.** In closing this transaction, Sellers shall be charged with the following:

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

**13. EXPENSES OF BUYER.** In closing this transaction, Buyer shall be charged with the following:

- (a) The cost of any title search and title insurance policy;
- (b) The cost of recording the deed and any transfer tax associated with such deed;
- (c) Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction; and
- (d) The cost of the survey provided pursuant to Section 4.

**14. LEASE AFTER CLOSING.** In connection with the execution of this Agreement and as a material consideration to the transaction contemplated in this Agreement, Sellers and Buyer agree that at Closing, Buyer and Sellers shall enter into a certain lease agreement ("Lease"), wherein Buyer, as landlord, shall lease to Sellers, and Sellers, as tenant, will lease from Buyer the premises attached hereto as "Exhibit A". Buyer and Sellers agree that the Lease shall be in the form which is attached hereto as "Exhibit B".

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

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

**17. MERGER CLAUSE.** All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information, not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other person representing or purporting to represent the Sellers. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein.

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

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

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

**21. CONTROLLING LAW; VENUE.** This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

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

**23. FURTHER ACTS.** Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

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

[Acknowledgements Deleted for Inclusion in this Resolution]

#### **EXHIBIT A**

##### **Description of Real Property**

BEING Lot 1 of the Myers & Myers Subdivision as shown on plat of record in Plat Book 50, Page 83, in the Register's Office for Sullivan County at Blountville, Tennessee to which all reference is hereby made; and being the same property conveyed to Myers & Myers, Inc. by deed of record in Deed Book 821C, Page 228 of record in the aforesaid Register's Office. Myers & Myers, Inc. was administratively dissolved on August 19, 1994 and John T. Myers and Charles W. Myers, Jr. are its only shareholders; and being a part of the property conveyed to Janet S. Myers by deed of record in Deed Book 1014C, Page 791, in the Office of the Register of Deeds for Sullivan County at Blountville, Tennessee.

Also, being corrected as to an incorrect reference to the plat book and page for the property described in said deed as being Plat Book 50, Page 83, when in fact, the recorded plat should have been shown as Plat Book 50, Page 180 by Scrivener's Affidavit recorded in Deed Book 3370, Page 1566, in the Office of the Register of Deeds for Sullivan County at Blountville, Tennessee.

Tax Map 045L; Control 045K; Group D; Parcel 054.30

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

**SECTION IV.** That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Lease Agreement for the lease of the property located at 838 West Industry Drive, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said draft of the agreement being as follows:

#### **LEASE**

This agreement (herein Lease) entered into the date of the acknowledgement of the LESSOR by and between the City of Kingsport, a Tennessee municipal corporation (herein LESSOR) and

Daniel S. Jayne and wife, Rhonda R. Jayne, d/b/a as Old Towne Mini Storage (LESSEE).

**WITNESSETH:**

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

**SECTION 1. PREMISES.** LESSOR in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the LESSEE, does hereby lease to the LESSEE and the LESSEE does hereby lease and take from the LESSOR the following property (the "Premises") and all improvements located thereon:

**THIS IS SUBJECT TO CHANGE, AS IT WILL PROBABLY BE THE SAME DESCRIPTION CONTAINED IN THE WARRANTY DEED FOR LESSEE OR LESSOR.**

Being Lot 1 of the Myers and Myers subdivision as shown on plat of record in plat book 50, page 180, in the Register's Office for Sullivan County at Blountville, Tennessee.

Being the same property conveyed to the City of Kingsport by warranty deed of Daniel S. Jayne and wife, Rhonda R. Jayne in deed book \_\_\_\_\_, page \_\_\_\_ in the Office of the Register of Deeds for Sullivan County at Blountville, Tennessee.

Tax Map 045L; Group D; Control Map 045K; Parcel Number 054.30

**SECTION 2. LEASE TERM.** The term of this Lease shall be for ninety (90) days beginning on \_\_\_\_\_, 2020 at noon and shall terminate on \_\_\_\_\_, 2020 at noon, unless sooner terminated as herein provided.

**SECTION 3. RENT.** LESSEE shall pay to LESSOR, without demand or deduction, as rent for the two month term of the Lease the sum of Ten (\$10.00) U.S. dollars, payable on the LESSEE's execution of this Lease. All payments shall be made to LESSOR at City of Kingsport, 225 West Center Street, Kingsport, Tennessee 37660, Attention: Chief Financial Officer, or at such other place as is designated in writing by LESSOR. It is the intention of the LESSOR and LESSEE that the rent herein specified shall be strictly net to the LESSOR and that all taxes, insurance premiums, utilities, maintenance and repairs, and all other costs, charges, expenses, and obligations of every kind relating to the Premises which may arise or become due during the term of this Lease shall be paid by LESSEE and the LESSOR shall be indemnified by LESSEE and is hereby so indemnified by LESSEE against such costs, charges, expenses, and obligations.

**SECTION 4. USE OF PREMISES.** LESSEE shall use the Premises solely for the purpose of winding up the business on the Premises known as Olde Towne Mini Storage and for no other purpose or use. LESSEE agree to have all leases between LESSEE and all their tenants on the Premises lawfully terminated and lawfully removed on or before the last day of the term of this Lease. LESSEE agrees not to use the Premises in any way that may be unlawful, improper, noisy, offensive, or contrary to any applicable statute, regulation, ordinance or bylaw.

**SECTION 5. UTILITIES.** During the term of this Lease, the LESSEE shall be solely responsible for the payment of any and all utilities of the Premises, including, but not limited to, gas, electric, telephone, cable and any service fees required for the installation of these utilities. LESSEE shall also be solely responsible for the payment of any and all water bills, sewer bills and garbage collection costs concerning the Premises.

**SECTION 6. CLEAN AND SANITARY CONDITION.** During the term of the Lease, LESSEE shall keep and maintain the Premises and the surrounding area in a clean and sanitary condition at all times, free of all garbage and debris. All garbage and similar debris shall be deposited by LESSEE in facilities specifically for garbage collection. LESSEE shall further comply with all local ordinances and regulations imposed by the LESSOR relating to maintaining the Premises in a clean and sanitary condition and collection of garbage and similar debris.

**SECTION 7. MAINTENANCE.** It shall be LESSEE'S sole responsibility to keep and maintain the entire Premises, and every part thereof, in good condition and repair at all times during the term of the Lease. LESSEE shall maintain the Premises in compliance with the laws of the state of Tennessee and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of LESSEE. LESSEE shall comply with all requirements of law, ordinance and otherwise, affecting the Premises. If LESSEE refuses or neglects to commence and to complete repairs promptly and adequately, LESSOR may declare the LESSEE in breach of this Lease. LESSEE shall, upon the expiration or termination of this Lease, surrender the Premises in good condition, broom clean, reasonable wear and tear excepted.

**SECTION 8. COMPLIANCE WITH APPLICABLE LAWS.** Throughout the term of this Lease,

LESSEE shall, at its sole cost and expense, comply with all present and future laws, statutes, codes, ordinances, rules and regulations of the federal government, State of Tennessee, or City of Kingsport, restrictive covenants and all orders, decrees and like actions of any court of competent jurisdiction which may be applicable to the Premises.

**SECTION 9. ALTERATIONS.** The LESSEE shall not make alterations to the Premises without LESSOR's consent. LESSEE agrees to pay promptly when due the entire cost of any work done by it upon the Premises so that the Premises at all times shall be free of liens for labor and materials. LESSEE further agrees that in doing such work that it shall employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner. LESSEE agrees that it shall procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable.

**SECTION 10. SURRENDER OF PREMISES.** On the expiration or earlier termination of this Lease pursuant to its terms, LESSEE shall peaceably and quietly leave and surrender the Premises to the LESSOR, in good order, condition and repair, broom clean, reasonable wear and tear excepted and free and clear of all liens and tenants.

**SECTION 11. TAXES.** LESSEE, in addition to the rent provided herein, shall pay to LESSOR as additional rent any and all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary or extraordinary, unforeseen or foreseen, of any kind which are assessed against or imposed in respect of the Premises.

**SECTION 12. CONDITION OF PREMISES.** LESSEE has examined the Premises and accepts the same in its present state and condition without any representations or warranties, express or implied, in fact or in law, by LESSOR as to the nature, condition or usability thereof, or as to the use or uses to which the Premises may be put.

**SECTION 13. FIRE, CASUALTY, EMINENT DOMAIN.** Should a substantial portion of the Premises, be substantially damaged by fire or other casualty, or be taken by eminent domain, LESSOR may elect to terminate this Lease. When such fire, casualty or taking renders the Premises substantially unsuitable for its intended use, a proportionate abatement of rent shall be made, and LESSEE may elect to terminate this Lease if: (a) LESSOR fails to give written notice within 30 days after said fire, casualty or taking of its intention to restore the Premises; or (b) LESSOR fails to restore the Premises to a condition substantially suitable for its intended use within 90 days after said fire, casualty or taking. Notwithstanding the foregoing, in the event of damage by fire or other casualty resulting from the carelessness, negligence, or intentional or other of improper conduct of LESSEE, its agents, employees, contractors or others acting on its behalf, or from the carelessness, negligence, or intentional or other conduct of LESSEE's customers, guest or visitors, LESSEE shall have the full liability and responsibility for repairing and/or rebuilding from such casualty loss and for other damages and losses incurred by LESSOR. LESSOR reserves all rights for damages or injury to the Premises for any taking by eminent domain, except for damage to LESSEE's property or equipment.

**SECTION 14. FIRE INSURANCE.** LESSEE shall not permit any use of the Premises which shall adversely affect or make voidable any insurance on the property of which the Premises are a part, or on the contents of said property, or which shall be contrary to any law, regulation or recommendation made by the state fire prevention agency, local fire department, LESSOR's insurer or any similar entity. LESSEE shall on demand reimburse LESSOR all extra insurance premiums caused by LESSEE's use of the Premises. LESSEE shall not vacate the Premises or permit same to be unoccupied other than during LESSEE's customary non-business days or hours, or cause or allow the utilities serving the Premises to be terminated.

**SECTION 15. SIGNS.** LESSEE shall not place or permit to be placed, any sign or signboards on the exterior or interior of the Premises unless they are in conformity with all applicable laws. The cost for all signs shall be borne by LESSEE.

**SECTION 16. ASSIGNMENT OR SUBLEASE.** LESSEE may not assign this Lease, sublet the Premises, in whole or in part, or allow another entity or individual to occupy the whole or any part of the Premises except current tenants of LESSEE, without LESSOR's prior written consent, which may be withheld for any or no reason. Notwithstanding LESSOR's consent to any assignment or sublease, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of all covenants and conditions of this Lease. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

**SECTION 17. LESSOR'S ACCESS.** LESSOR, its agents and designates, may examine and



inspect the Premises at reasonable times and LESSEE shall provide LESSOR, if not already available, with a set of keys for the purpose of said examination, provided that LESSOR shall not thereby unreasonably interfere with the conduct of the LESSEE's business. LESSEE shall permit LESSOR to enter the Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. LESSOR, its agents and designates, may at any reasonable time enter to show the Premises to others without creating any obligation or liability for LESSOR. In the event of an emergency, LESSOR, its agents and other representatives, may enter at any time, without notice and without the presence of LESSEE. No compensation shall be asked or claim made by LESSEE by reason of any inconvenience or annoyance arising from anything that may be done in repairing, altering, working on or protecting the Premises or building, however the necessity may arise, but this Section 17 shall not be construed as imposing any duty on LESSOR to make any repairs, alterations or additions.

**SECTION 18. LIABILITY.** LESSEE shall, and does hereby, assume all risk of loss or injury to the property or person of all persons at any time coming upon the Premises during the term of this Lease. LESSEE shall be solely responsible as between LESSOR and LESSEE for deaths or personal injuries to all persons and damage to any property, including damage by fire or other casualty, occurring in or on the Premises and arising out of the use, control, condition or occupancy of the Premises by LESSEE, except for death, personal injuries or property damage directly resulting from the sole negligence of LESSOR. LESSEE agrees to indemnify and hold harmless LESSOR from any and all liability, including but not limited to costs, expenses, damages, causes of action, claims, judgments and attorney's fees caused by or in any way arising out of any of the aforesaid matters. The provisions of this Section 18 are enforceable only to the extent permitted by Tennessee law.

**SECTION 19. INSURANCE.** LESSEE shall, during the entire term of this Lease, keep in full force and effect at its own expense the following insurance:

(a) Comprehensive General Liability Coverage. At all times during the Term of this Lease, LESSEE shall maintain in full force and effect policies of contractual and comprehensive general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of Three Hundred Thousand Dollars (\$300,000.00). Such policy or policies shall name LESSOR as an additional insured thereunder. All of such insurance shall insure the performance by LESSEE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of the negligence of LESSEE. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies.

(b) Fire and Casualty Insurance. At all times during the term of this Lease, LESSEE shall maintain, at its cost and expense, broad form all-risk casualty insurance (with appropriate endorsements for risks or perils ordinarily included in a the LESSOR's policy) insuring the improvements on the Premises. LESSOR shall be named as an additional insured in all such policies. The policies shall permit the insurance proceeds collected upon all such policies of insurance to be used to restore the improvements on the Premises so damaged or destroyed. LESSEE further agrees that each such policy of insurance, and all other policies of insurance on the Premises, including, without in any way limiting the generality of the foregoing, workmen's compensation, general liability and business interruption insurance which shall be obtained by LESSEE, whether required by the provisions of this Lease or not, shall be made expressly subject to the provisions of this Section 19, and shall provide (to the extent such a waiver can be obtained) that LESSEE's insurers thereunder waive any right of subrogation against LESSOR. All such policies shall provide that the same may not be canceled or altered without thirty (30) days prior written notice to the LESSOR. The said "full insurable value" shall be determined at the time the fire and extended coverage insurance is initially taken out.

(c) Certificates of Insurance and Certified Copies of Policies and Endorsements. As of the commencement of this Lease LESSEE shall provide LESSOR with a certificate of insurance for each policy required under this Lease showing that the coverages required hereunder are in force with premiums paid and that such policies are noncancellable and may not be materially modified

except upon thirty (30) days prior notice to LESSOR (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). LESSEE shall, before occupying the Premises, provide LESSOR with a certified copy of the policies of insurance required by this Lease and all endorsements thereto, which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR. LESSEE shall provide certified copies of the policies of insurance required by this Lease and all endorsements thereto when requested by LESSOR, but no less than annually during the term of this Lease.

(d) All insurance provided for in this Section 19, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Lease becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, Lessee shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Lease.

(e) LESSEE's Release. LESSEE hereby releases LESSOR from any and all liability and responsibility to anyone claiming any loss or damage to property arising from a risk insured against under the insurance required to be carried by LESSEE. To the extent obtainable, LESSEE's insurance policies shall include appropriate clauses waiving all rights of subrogation against LESSOR to LESSEE, with respect to losses payable under such policies.

(f) Use of Proceeds. Any Casualty Insurance Proceeds paid under any insurance policy of the character described in Section 19(b) shall be used to pay for the cost to restore the improvements so damaged or destroyed.

(g) Blanket Insurance. Nothing in this Section 19 shall prevent LESSEE from taking out insurance of the kind and in the amounts provided for under Sections 19(a) and 19(b) under a blanket insurance policy or policies which can cover other improvements on the Premises.

**SECTION 20. DEFAULT AND ACCELERATION OF RENT.** In the event that (a) any assignment for the benefit of creditors, trust mortgage, receivership or other insolvency proceeding shall be made or instituted with respect to LESSEE or LESSEE's property or (b) LESSEE shall default in the observance or performance of any of LESSEE's covenants, agreements or obligations hereunder and such default shall not be corrected within 10 days after written notice thereof, then LESSOR shall have the right thereafter, while such default continues and without demand or further notice, to re-enter and take possession of the Premises, to declare the term of this Lease ended, and/or to remove LESSEE's effects, without being guilty of trespass or conversion, and without prejudice to any remedies which might be otherwise used for arrears of rent or other default or breach of the Lease. If LESSEE fails to lawfully remove all LESSEE's tenants by the end of the term of this Lease, the parties agree that such failure is a breach of the Lease and LESSEE shall pay to LESSOR all damages, attorney fees, and legal expense incurred by LESSOR in the removal of such tenants, even if incurred by LESSOR after the expiration of the term of this Lease. If LESSEE defaults in the payment of the rent, taxes, or substantial invoice from LESSOR or LESSOR's agent, and such default continues for 10 days after written notice thereof, the parties agree that nonpayment of said sums when due is a substantial breach of the Lease. No actions taken by LESSOR under this section shall terminate LESSEE's obligation to pay rent under this Lease, as liquidated damages or otherwise. Any sums received by LESSOR from or on behalf of LESSEE at any time shall be applied first to offset any unpaid invoice or other payment due to LESSOR and then to unpaid rent. LESSEE shall pay any invoice within 10 days after receipt. If any rent and/or other payment is not received by LESSOR when due, then LESSEE shall pay LESSOR a late charge for each past due payment equal to one percent of such overdue amount or \$35, whichever is greater. LESSEE shall also pay LESSOR interest at the rate of 18 percent per annum on any past due payment. In addition to the foregoing, if after default, a debt collector or an attorney (including any attorney of the Office of the City Attorney of LESSOR) is employed or directed to collect or enforce the monetary or other obligations evidenced by this Lease or to assist either LESSOR in connection with its exercise of any right, power, privilege, or remedy referred to herein, the parties hereby agree that the LESSEE shall pay promptly all costs incurred by LESSOR with respect to collection or enforcement including reasonable attorney's fees and court costs.

**SECTION 21. WASTE OR NUISANCE.** LESSEE shall not commit or suffer to be committed any waste upon the Premises, and LESSEE shall not use or permit the use of any medium that might constitute a nuisance.

**SECTION 22. NOTICE.** Any notice from LESSOR to LESSEE relating to the Premises or this

Lease shall be deemed duly served when left at the Premises, or personally served, or sent to the Premises or to the last address designated by notice in accordance with this section, by certified or registered mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to LESSEE. Any notice from LESSEE to LESSOR relating to the Premises or this Lease shall be deemed duly served when personally delivered, or delivered to LESSOR by certified or registered mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to LESSOR at 225 West Center Street, Kingsport, Tennessee 37660, Attention City Attorney or at LESSOR's last designated address. No oral notice or representation shall have any force or effect. Time is of the essence in the service of any notice.

**SECTION 23. OCCUPANCY.** If LESSEE takes possession of the Premises prior to the start of the lease term, LESSEE shall perform and observe all of its covenants under this Lease from the date upon which it takes possession. If LESSEE continues to occupy, control or encumber all or any part of the Premises after the termination of this Lease without the written permission of LESSOR, LESSEE shall be liable to LESSOR for any and all loss, damages or expenses incurred by LESSOR, and all terms of this Lease shall continue to apply, except that use and occupancy payments shall be due in full monthly installments at a rate of Three thousand (\$3,000.00) U.S. dollars, per month and increasing One hundred (\$100.00) U.S. dollars per month each month thereafter, it being understood that such extended occupancy is a tenancy at sufferance, solely for the benefit and convenience of LESSEE and of greater rental value. LESSEE's control, occupancy or encumbrance of all or any part of the Premises beyond noon on the last day of any monthly rental period shall constitute LESSEE's occupancy for an entire additional month, and increased payment as provided in this section shall be due and payable immediately in advance. LESSOR's acceptance of any payments from LESSEE during such extended occupancy shall not alter LESSEE's status as a tenant at sufferance.

**SECTION 24. FIRE PREVENTION.** LESSEE agrees to use every reasonable precaution against fire, to provide and maintain approved, labeled fire extinguishers, emergency lighting equipment and exit signs, and to complete any other modifications within the Premises as required or recommended by the Insurance Services Office (or successor organization), OSHA, the local fire department, LESSOR's insurer or any similar entity.

**SECTION 25. ENVIRONMENTAL MATTERS.** The term "hazardous substances," as used herein shall mean pollutants, contaminants, toxic or hazardous wastes or any other substances the use and/or the removal of which is restricted, prohibited, or penalized by any "environment law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental authority relating to pollution or protection of the environment. LESSEE hereby agrees that (a) no activity shall be conducted on the Premises that shall produce any hazardous substance; (b) the Premises shall not be used in any manner with the storage of any hazardous substances; (c) LESSEE shall not install or place upon the premises any underground or aboveground tanks of any type and shall not store, or allow the storage law, on the premises any gasoline, oil, diesel fuel or other petroleum products; (d) LESSEE shall not allow any surface or subsurface conditions to exist or come into existence that constitutes or with the passage of time may constitute a public or private nuisance; and (e) LESSEE shall not permit any hazardous substances to be brought onto the Premises. If at any time during or after of the term of this Lease, the Premises are found to be in violation of any of the covenants set forth in this section due to acts or occurrences during the occupancy of LESSEE, or caused by LESSEE, then LESSEE shall diligently institute proper and thorough cleanup and remediation procedures at LESSEE's sole cost. LESSEE agrees to indemnify and hold LESSOR harmless from all claims, demands, actions, liabilities, costs, and expenses (including LESSOR's attorney fees), damages and obligations of any nature arising from or as a result of the use of the Premises by LESSEE. The foregoing indemnification and the responsibilities of LESSEE shall survive the termination or expiration of this Lease. LESSEE shall not use the Premises so as not to interfere in any way with the use and enjoyment of other portions of the same or neighboring buildings by others by reason of odors, smoke, exhaust, smells, vibrations, noise, pets, accumulation of garbage or trash, vermin or other pests, or otherwise, and shall at its expense employ a professional pest control service if determined necessary by LESSOR. LESSEE agrees to maintain effective devices for preventing damage to plumbing and heating equipment from deionized water, chemicals which may be present at the Premises.

**SECTION 26. RESPONSIBILITY.** LESSOR shall not be liable to LESSEE or anyone for, nor shall

LESSEE's obligations under this Lease be reduced because of, loss or damage caused in any way by the use, leakage, seepage, flooding, or escape of water or sewage in any form or from any source, by the interruption or cessation of any service rendered customarily to the Premises or building or agreed to by the terms of this Lease, by any accident, the making of repairs, alterations or improvements, labor difficulties, weather conditions, mechanical breakdowns, trouble or scarcity in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained, by any change in any utility or service provider, or by any cause beyond LESSOR's immediate control.

**SECTION 27. SURRENDER.** On or before the termination of this Lease, LESSEE shall remove all of LESSEE's goods and effects and tenants from the Premises, and shall deliver to LESSOR actual and exclusive possession of the Premises and all keys and locks thereto, all fixtures, equipment and workstations of any type connected therewith, and all alterations, additions and improvements made to or upon the Premises, whether completed by LESSEE, LESSOR or others, including but not limited to any offices, window blinds, floor coverings, computer floors, plumbing and plumbing fixtures, heating, ventilating and air conditioning equipment, ductwork, exhaust fans, water coolers, security, surveillance and fire protection systems, telecommunications and data wiring, telephone equipment, air and gas distribution piping, compressors, hoists, cabinets, counters, shelving, signs, electrical work, including but not limited to lighting fixtures of any type, wiring, conduit, EMT, transformers, generators, distribution panels, bus ducts, raceways, outlets and disconnects, and furnishings and equipment which have been bolted, welded, nailed, screwed, glued or otherwise attached to any wall, floor, ceiling, roof, pavement or ground, or which have been directly wired or plumbed to any portion of any building or other system serving the Premises, including but not limited to water supply, drainage, venting or air or gas distribution systems. Notwithstanding the foregoing, prior to termination of this Lease, LESSEE shall, if requested by LESSOR, remove or tag for future use any and all wiring and cabling installed and/or used by LESSEE. LESSEE shall deliver the Premises fully sanitized from any chemicals or other contaminants, broom clean, and in at least the same condition as they were at the commencement of the Lease or any prior lease between the parties for the Premises, or as they were modified during said term with LESSOR's written consent, reasonable wear and tear only excepted, and LESSEE shall be deemed to be encumbering the Premises until it delivers the Premises to LESSOR in the condition required under this Lease. Any of LESSEE's property that remains in the Premises upon termination of the Lease shall be deemed abandoned and shall be disposed of as LESSOR sees fit, with no liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE. LESSOR may remove and store any such property at LESSEE's expense; retain same under LESSOR's control; sell same at public or private sale (without notice) and apply the net proceeds of such sale to the payment of any sum due hereunder; or destroy same. In no case shall the Premises be deemed surrendered to LESSOR until the termination date provided herein or such other date as may be specified in a written agreement between the parties, notwithstanding the delivery of any keys to LESSOR.

**SECTION 28. HOLDING OVER.** In the event LESSEE occupies the Premises after the expiration or termination of this Lease with the consent of the LESSOR, express or implied, such possession shall be considered to be a tenancy from month to month, terminable on 30 days advance written notice by either party. LESSEE shall continue to pay all charges as provided in this Lease except that the rental shall be monthly and in accordance with the amounts set out in Section 23 herein, and LESSEE shall be bound by all of the other terms and conditions of this Lease as if it was still in full force and effect.

**SECTION 29. LOSS AND DAMAGE TO TENANT'S PROPERTY.** LESSOR shall not be responsible or liable to LESSEE for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to the Premises or any part, or for any loss or damages resulting to the LESSEE or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or for any damage or loss of property within the Premises from any cause whatsoever.

**SECTION 30. NOTICE BY LESSEE.** LESSEE shall give immediate notice to LESSOR in case of fire or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

**SECTION 31. SUCCESSORS.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties, except that LESSOR shall only be

liable for obligations occurring while the owner of the Premises.. No rights, however, shall inure to the benefit of any assignee of LESSEE unless the assignment to such assignee has been approved by LESSOR in writing as provided in Section 16 herein.

**SECTION 32. GENERAL.** The following shall apply to this Lease:

- (a) The invalidity or unenforceability of any clause or provision of this Lease shall not affect or render invalid or unenforceable any other clause or provision hereof;
- (b) Any action or proceeding arising out of the subject matter of this Lease shall be brought by LESSEE within one year after the cause of action has occurred and only in a state court in Kingsport, Tennessee;
- (c) This Lease is made and delivered in the state of Tennessee, and shall be interpreted, construed, and enforced in accordance with the laws thereof and all legal proceedings relating to the subject matter of this Lease shall be maintained in the state courts for Kingsport, Sullivan County, Tennessee, and the parties agree that jurisdiction and venue for any such legal proceeding shall lie exclusively with such courts;
- (d) This Lease is the result of negotiations between parties of equal bargaining strength, and when executed by both parties shall constitute the entire agreement between the parties, superseding all prior oral and written agreements, representations, statements and negotiations relating in any way to the subject matter herein. This Lease may not be extended or amended except by written agreement signed by both parties, or as otherwise provided herein, and no other subsequent oral or written representation shall have any effect hereon;
- (e) Notwithstanding any other statements herein, LESSOR makes no warranty, express or implied, concerning the suitability of the Premises for LESSEE's intended use;
- (f) LESSEE agrees that if LESSOR does not deliver possession of the Premises as herein provided for any reason, LESSOR shall not be liable for any damages to LESSEE for such failure, but LESSOR agrees to use reasonable efforts to deliver possession to LESSEE at the earliest practical date. A proportionate abatement of rent, excluding the cost of any amortized improvements to the Premises, for such time as LESSEE may be deprived of possession of the Premises shall be LESSEE's sole remedy, except where a delay in delivery is caused in any way by LESSEE;
- (g) Neither the submission of this Lease or any amendment hereof, nor the acceptance of the security deposit and/or rent shall constitute a reservation of or option for the Premises, or an offer to lease, it being expressly understood and agreed that neither this Lease nor any amendment shall bind either party in any manner whatsoever unless and until it has been executed by both parties;
- (h) LESSOR nor LESSEE shall be liable for any special, incidental, indirect or consequential damages, including but not limited to lost profits or loss of business, arising out of or in any manner connected with performance or nonperformance under this Lease, even if any party has knowledge of the possibility of such damages;
- (i) The headings and captioned in this Lease are for convenience only and shall not be considered part of the terms hereof;
- (j) No restriction, condition or other endorsement by LESSEE on any check, nor LESSOR's deposit of any full or partial payment, shall bind LESSOR in any way or limit LESSOR's rights under this Lease;
- (k) LESSEE shall conform to all rules and regulations now or hereafter made by LESSOR for parking, for the care, use or alteration of the building, its facilities and approaches, and for the administration of this Lease, and shall not permit any employee or visitor to violate this or any other covenant or obligation of LESSEE;
- (l) LESSEE's covenants under this Lease shall be independent of LESSOR's covenants, and LESSOR's failure to perform any of its covenants under this Lease, including a covenant constituting a significant inducement to LESSEE to enter into this Lease, shall not excuse the payment of rent or any other charges by LESSEE or allow LESSEE to terminate this Lease; and
- (m) LESSOR and LESSEE hereby waive any and all rights to a jury trial in any proceeding in any way arising out of the subject matter of this Lease.

**SECTION 33. WAIVERS, ETC.** No consent or waiver, express or implied, by LESSOR to or of any breach of any covenant, condition or duty of LESSEE shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. If LESSEE is several persons, corporations, or other legal entities, or a partnership, or some combination thereof, LESSEE's obligations are joint and several. Unless repugnant to the context, "LESSOR" and

"LESSEE" mean the person or persons, natural or corporate, named above as LESSOR and as LESSEE respectively, and their respective heirs, executors, administrators, successors and assigns.

**SECTION 34. TIME.** Time is of the essence in this Lease.

**SECTION 35. SURVIVAL OF TERMS.** Wherever in this Lease either LESSEE or LESSOR shall have agreed or promised to perform certain acts or otherwise where the context of this Lease would require such performance to occur after the termination or expiration of the Lease, then those agreements and covenants shall survive the termination or expiration of the Lease and continue to bind LESSEE and LESSOR.

IN WITNESS WHEREOF, the Parties hereto executed this Lease in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION VI. 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 VII. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 3<sup>rd</sup> day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

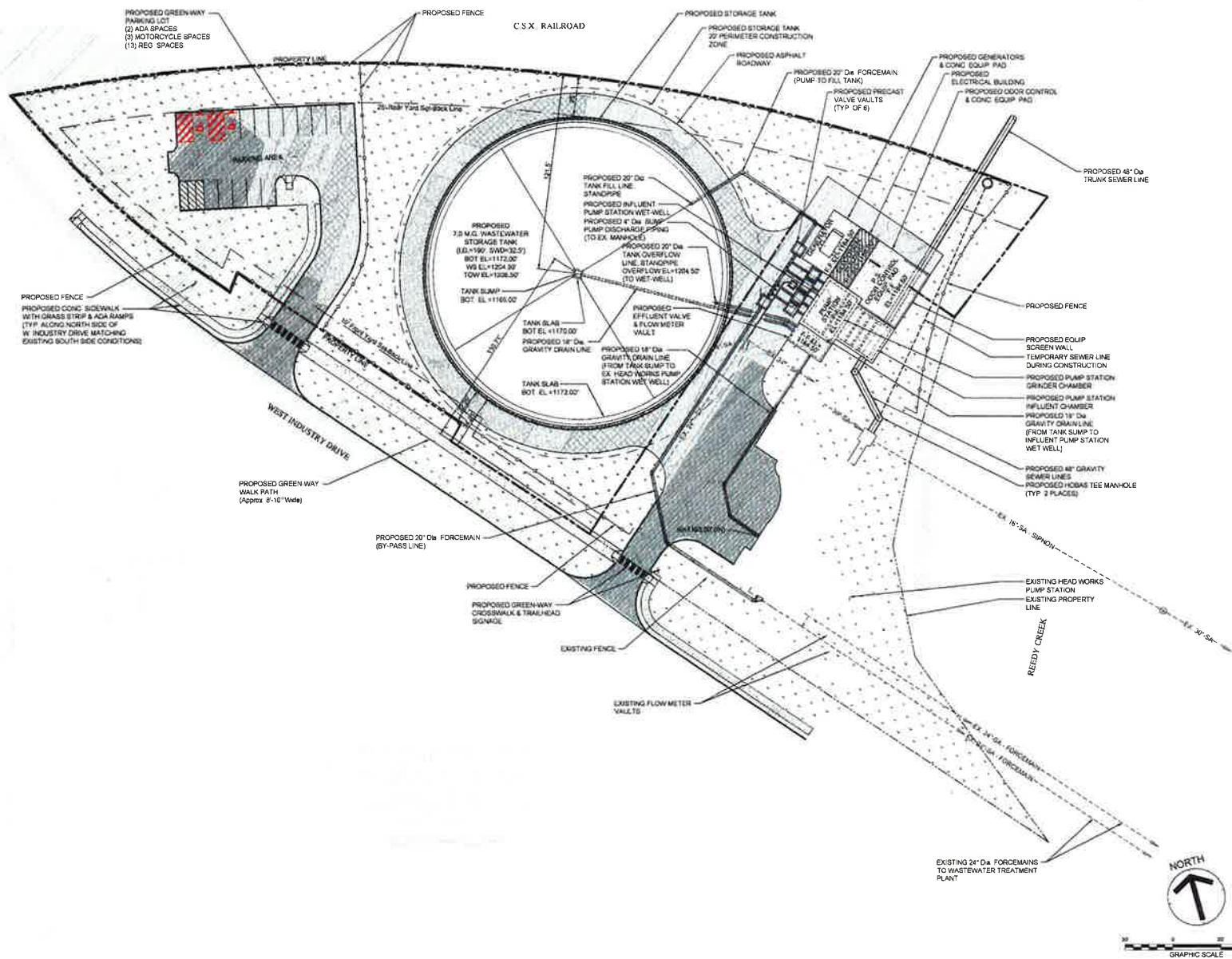
ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY





SCHEMATIC DESIGN - FOR REVIEW ONLY



Design Services  
For The Built  
Environment

Atlanta  
Birmingham  
Cincinnati  
Columbus  
Dallas  
Fort Lauderdale  
Jackson  
Jacksonville  
Knoxville  
Louisville  
Memphis  
Nashville  
Richmond  
Tampa

GRESHAM  
SMITH  
& PARTNERS

1400 Nashville City Center  
Nashville, TN 37218  
615.772.8100

WWW.GS&P.COM  
CONSTRUCTION PLANS  
FOR



# Reedy Creek Wastewater Storage and Pumping Facility

SITE ADDRESS  
830 W. Industry Drive, Kingsport, TN 37660  
Sullivan County, Tennessee

PRELIMINARY  
Not For Construction

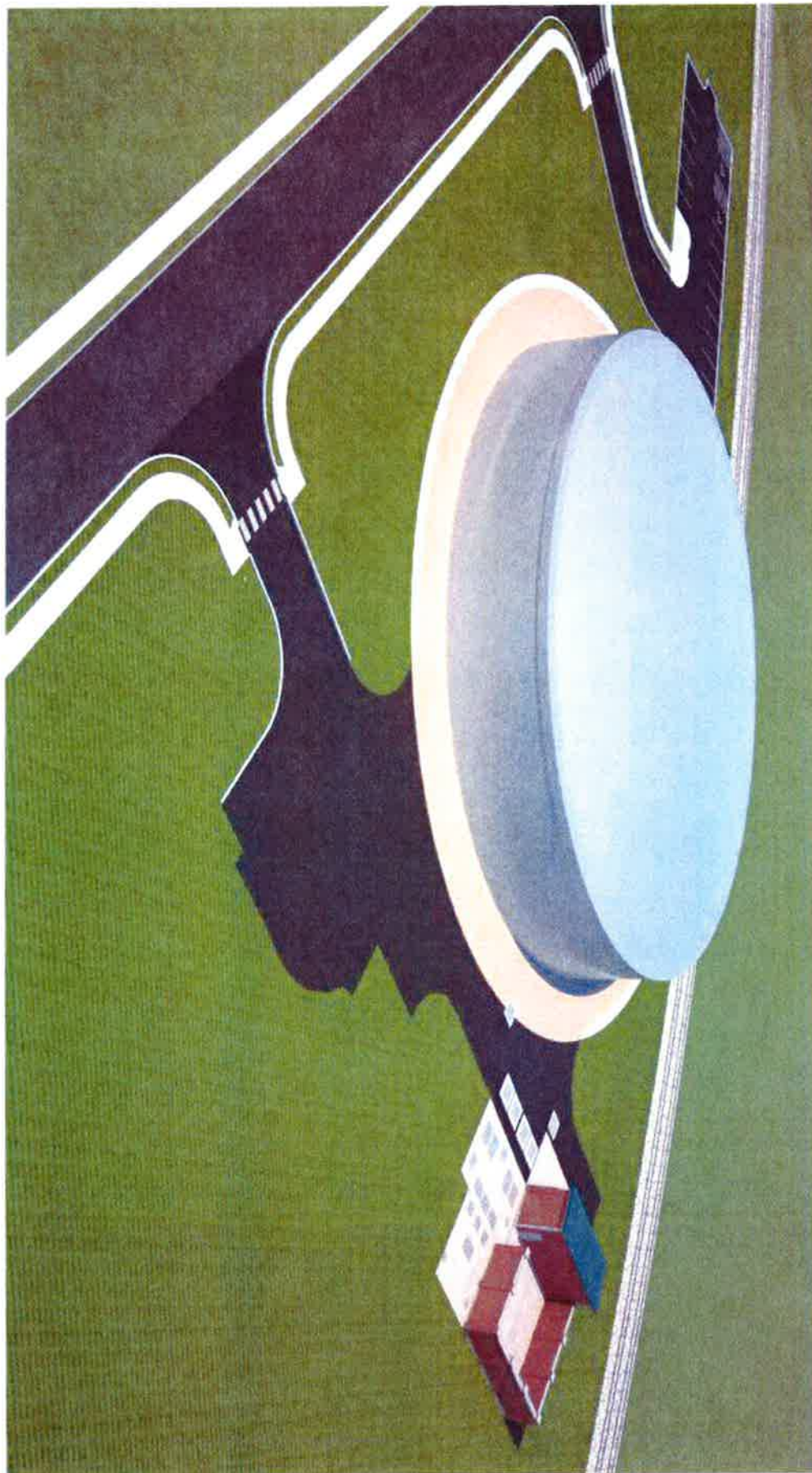
FIRST MILE LAST - ST. BEG. BYPASS

Revision		
No.	Date	Description

CIVIL / SITE  
PROPOSED SITE PLAN  
LAYOUT  
FIGURE NO:

**C1.0**

PROJECT 201703  
DATE APRIL 5, 2019



G R E S H A M  
S M I T H   A N D  
P A R T N E R S

Reedy Creek Storage and Pumping Facilities  
**Aerial View Option-1**  
1.25.13







## AGENDA ACTION FORM

### Award the Contract for Hillcrest & Allandale Water Storage Tanks Rehabilitation Project

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-55-2020  
 Work Session: March 2, 2020  
 First Reading: N/A

Final Adoption: March 3, 2020  
 Staff Work By: Sam Chase  
 Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on February 12, 2020 for the Hillcrest & Allandale Tanks Rehabilitation Project. The project consists of fully sandblasting the interior and exterior of Hillcrest Tank, repainting the interior and exterior and repairs/replacement of interior steel roof beams that have deteriorated. Allandale Tank will require a partial interior and exterior sandblasting, repainting of the interior and exterior. Repairs will be required on interior pipe supports that have rusted and dislodged.

Hillcrest Tank was constructed in 1958. Allandale Tank was constructed in 1979.

City staff along with consulting engineer, Barge Design have reviewed the bids and recommend awarding the contract to the low bidder, G & L Sandblasting & Coatings LLC in the amount of \$686,000.00. This amount includes the Base Bid and the Add Alternate – Hydrodynamic Mixing System.

Funding will reside in WA-1903 – Hillcrest & Allandale Water Storage Tanks Rehabilitation Project.

#### Attachments:

1. Resolution
2. Bid Tabulation
3. Location Map

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *St*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDDING THE BID FOR THE HILLCREST AND ALLENDALE WATER STORAGE TANK REHABILITATION TO G & L SANDBLASTING & COATINGS LLC AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened February 12, 2020, for the Hillcrest & Allandale Tanks Rehabilitation Project; and

WHEREAS, upon review of the bids, the board finds G & L Sandblasting & Coatings LLC is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the project which consists of fully sandblasting the interior and exterior of Hillcrest tank, repainting the interior and exterior and repairs/replacement of interior steel roof beams that have deteriorated, the Allandale tank will require a partial interior and exterior sandblasting, repainting of the interior and exterior and repairs will be required on interior pipe supports that have rusted and dislodged on both tanks, from G & L Sandblasting & Coatings LLC at an estimated construction cost of \$686,000.00; and

WHEREAS, funding is identified in project numbers WA1903;

Now therefore,

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

SECTION I. That the bid for the Hillcrest & Allandale Tanks Rehabilitation Project, which consists of fully sandblasting the interior and exterior of Hillcrest tank, repainting the interior and exterior and repairs/replacement of interior steel roof beams that have deteriorated, the Allandale tank will require a partial interior and exterior sandblasting, repainting of the interior and exterior and repairs will be required on interior pipe supports that have rusted and dislodged on both tanks, at an estimated cost of \$686,000.00 is awarded to G & L Sandblasting & Coatings LLC, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 3<sup>rd</sup> day of March, 2020.

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PATRICK W. SHULL, MAYOR

ATTEST:

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SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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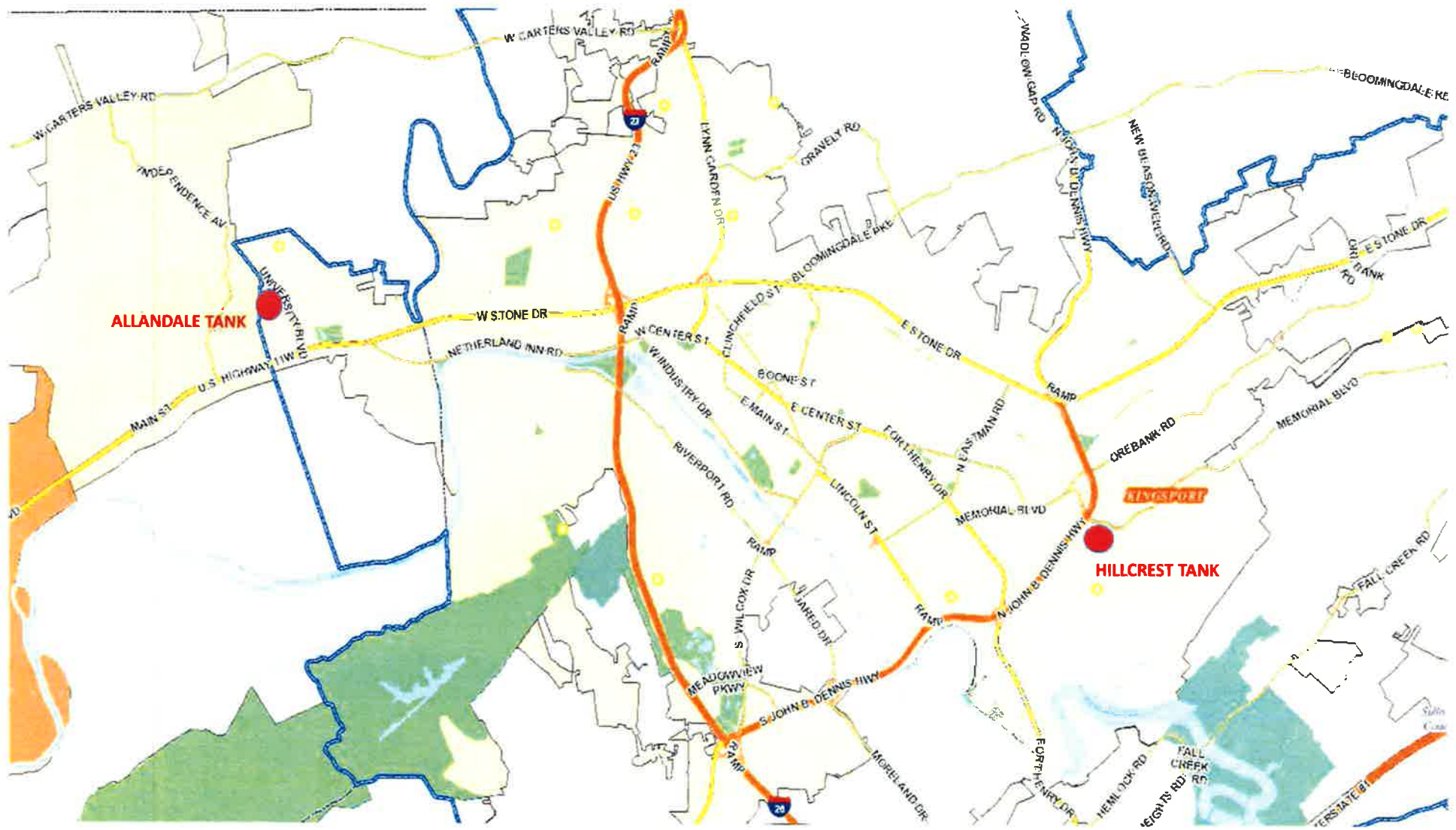
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



# BID TABULATION FOR HILLCREST AND ALLANDALE WATER STORAGE TANKS REHABILITATION PROJECT

BID DATE: FEBRUARY 12, 2020

ALLANDALE TANK			BARGE DESIGN		G & L TANK SANDBLASTING & COATINGS		TANK REHAB, INC.		UTILITY SERVICES CO.		TANK PRO INC.		CURRENS CONSTRUCTION SERVICES, INC.		SCOTT I ENTERPRISES		TMI COATINGS INC.	
ITEM	QUAN	UNIT	DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
1	1	LS	INTERIOR COATING SYSTEM	\$60,000.00	\$60,000.00	\$69,000.00	\$69,000.00	\$76,000.00	\$76,000.00	\$90,100.00	\$90,100.00	\$85,000.00	\$85,000.00	\$87,000.00	\$87,000.00	\$83,000.00	\$83,000.00	
2	1	LS	EXTERIOR COATING SYSTEM	\$60,000.00	\$60,000.00	\$79,000.00	\$79,000.00	\$38,500.00	\$38,500.00	\$27,300.00	\$27,300.00	\$48,800.00	\$48,800.00	\$28,900.00	\$28,900.00	\$68,000.00	\$68,000.00	
3	1	LS	STRUCTURAL WELDING REPAIRS OVER/LOW PIPE SUPPORTS & LEAK IN WET RISER	\$1,600.00	\$1,600.00	\$1,250.00	\$1,250.00	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00	\$2,100.00	\$2,100.00	\$1,000.00	\$1,000.00	\$3,200.00	\$3,200.00	
4	2	EA	INSTALL DAWIT ARMS ON MANWAY	\$1,500.00	\$3,000.00	\$900.00	\$1,800.00	\$1,600.00	\$3,200.00	\$1,800.00	\$3,600.00	\$800.00	\$1,600.00	\$1,700.00	\$3,400.00	\$1,000.00	\$2,000.00	
5	1	LS	INSTALL LEVEL/FLOAT GAGE ASSEMBLY	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$1,700.00	\$1,700.00	\$7,900.00	\$7,900.00	\$4,800.00	\$4,800.00	\$8,000.00	\$8,000.00	
6	2	EA	INSTALL CABLE TYPE SAFETY CLIMBS ON EXTERIOR LADDERS	\$4,500.00	\$9,000.00	\$1,800.00	\$3,600.00	\$2,800.00	\$5,600.00	\$1,400.00	\$2,800.00	\$760.00	\$1,520.00	\$2,100.00	\$4,200.00	\$2,000.00	\$4,000.00	
7	1	LS	INSTALL CABLE TYPE SAFETY CLIMBS ON INTERIOR BOWL LADDER	\$4,000.00	\$4,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$800.00	\$800.00	\$750.00	\$750.00	\$800.00	\$800.00	\$2,000.00	\$2,000.00	
8	1	LS	INSTALL CABLE TYPE SAFETY CLIMBS ON WET RISER LADDER	\$8,000.00	\$8,000.00	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$780.00	\$780.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	
9	1	LS	TANK INTERIOR DISINFECTION	\$3,000.00	\$3,000.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$800.00	\$800.00	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00	
10	8	CF	REPAIR GROUT ON TANK SUPPORT COLUMNS	\$200.00	\$1,600.00	\$300.00	\$2,400.00	\$2,400.00	\$19,200.00	\$300.00	\$1,800.00	\$130.00	\$1,040.00	\$200.00	\$1,600.00	\$4,000.00	\$32,000.00	
SUBTOTAL ALLANDALE TANK					\$144,300.00		\$149,350.00		\$154,500.00		\$93,600.00		\$180,280.00		\$122,300.00		\$179,600.00	
HILLCREST TANK																		
1	1	LS	INTERIOR COATING SYSTEM	\$20,000.00	\$20,000.00	\$212,000.00	\$212,000.00	\$180,000.00	\$180,000.00	\$208,800.00	\$208,800.00	\$208,800.00	\$208,800.00	\$281,400.00	\$281,400.00	\$389,600.00	\$389,600.00	
2	1	LS	EXTERIOR COATING SYSTEM	\$105,000.00	\$105,000.00	\$187,500.00	\$187,500.00	\$110,000.00	\$110,000.00	\$219,000.00	\$219,000.00	\$165,360.00	\$165,360.00	\$213,860.00	\$213,860.00	\$189,000.00	\$189,000.00	
3	1	LS	CONTAMINANT SYSTEM FOR EXTERIOR COATING SYSTEM WORK	\$100,000.00	\$100,000.00	\$40,000.00	\$40,000.00	\$80,000.00	\$80,000.00	\$78,800.00	\$78,800.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$140,000.00	\$140,000.00	
4	30	EA	REPLACE DEFICIENT ROOF BEAMS-FULL BEAMS	\$800.00	\$24,000.00	\$380.00	\$11,400.00	\$2,880.00	\$86,400.00	\$1,600.00	\$48,000.00	\$1,340.00	\$40,200.00	\$2,160.00	\$64,800.00	\$1,800.00	\$54,000.00	
5	100	LF	REPLACE DEFICIENT ROOF BEAMS-PARTIAL	\$60.00	\$6,000.00	\$70.00	\$7,000.00	\$400.00	\$40,000.00	\$160.00	\$16,000.00	\$380.00	\$38,000.00	\$128.00	\$12,800.00	\$200.00	\$20,000.00	
6	100	EA	REPLACE DEFICIENT ROOF STEEL CONNECT BOLTS	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$25.00	\$2,500.00	\$36.00	\$3,600.00	\$14.00	\$1,400.00	\$40.00	\$4,000.00	\$48.00	\$4,800.00	
7	100	LN-H	REPAIR FAILED WELDS	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$38.00	\$3,800.00	\$10.00	\$1,000.00	\$28.00	\$2,800.00	\$20.00	\$2,000.00	\$30.00	\$3,000.00	
8	25	SO-N	REPAIR FAILED PITS	\$25.00	\$625.00	\$30.00	\$750.00	\$25.00	\$625.00	\$25.00	\$625.00	\$40.00	\$1,000.00	\$70.00	\$1,750.00	\$80.00	\$2,000.00	
9	1	EA	INSTALL NEW CENTER ROOF VENT INCLUDING MODIFICATIONS TO EXISTING	\$8,000.00	\$8,000.00	\$9,800.00	\$9,800.00	\$8,000.00	\$8,000.00	\$7,400.00	\$7,400.00	\$8,800.00	\$8,800.00	\$8,100.00	\$8,100.00	\$15,000.00	\$15,000.00	
10	3	EA	INSTALL NEW PERIMETER ROOF VENTS	\$1,900.00	\$5,700.00	\$3,800.00	\$11,400.00	\$7,500.00	\$22,500.00	\$2,100.00	\$6,300.00	\$3,800.00	\$11,400.00	\$8,100.00	\$24,300.00	\$9,000.00	\$27,000.00	
11	1	LS	INSTALL NEW INTERIOR LADDER INCLUDING REINSTALL OF EXISTING SAFETY CLIMBS	\$4,300.00	\$4,300.00	\$6,500.00	\$6,500.00	\$6,800.00	\$6,800.00	\$2,300.00	\$2,300.00	\$9,280.00	\$9,280.00	\$2,700.00	\$2,700.00	\$21,000.00	\$21,000.00	
12	1	LS	INSTALL NEW EXTERIOR LADDER WITH NEW CABLE TYPE SAFETY CLIMBS	\$8,800.00	\$8,800.00	\$4,250.00	\$4,250.00	\$8,000.00	\$8,000.00	\$880.00	\$880.00	\$8,800.00	\$8,800.00	\$2,800.00	\$2,800.00	\$23,000.00	\$23,000.00	
13	1	LS	MODIFY & EXTEND EXISTING HORIZONTAL	\$1,000.00	\$1,000.00	\$780.00	\$780.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$2,100.00	\$2,100.00	\$8,200.00	\$8,200.00	
14	1	LS	INSTALL NEW 12 INCH FLAP VALVE WITH INSECT SCREEN	\$1,888.00	\$1,888.00	\$9,100.00	\$9,100.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$680.00	\$680.00	\$1,400.00	\$1,400.00	\$8,000.00	\$8,000.00	
15	1	EA	INSTALL DAWIT ARMS ON MANWAY	\$1,800.00	\$1,800.00	\$1,200.00	\$1,200.00	\$1,600.00	\$1,600.00	\$2,800.00	\$2,800.00	\$1,500.00	\$1,500.00	\$1,700.00	\$1,700.00	\$1,000.00	\$1,000.00	
16	1	EA	INSTALL SAMPLE HYDRANT AND PIPING	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$8,800.00	\$8,800.00	\$4,300.00	\$4,300.00	\$3,600.00	\$3,600.00	\$2,100.00	\$2,100.00	
17	1	LS	TANK INTERIOR DISINFECTION	\$1,800.00	\$1,800.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$800.00	\$800.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	
18	1	LS	PERIMETER CAULKING - FULL PERIMETER	\$2,800.00	\$2,800.00	\$1,250.00	\$1,250.00	\$3,800.00	\$3,800.00	\$2,800.00	\$2,800.00	\$400.00	\$400.00	\$2,600.00	\$2,600.00	\$4,000.00	\$4,000.00	
SUBTOTAL HILLCREST TANK					\$543,245.00		\$465,650.00		\$664,725.00		\$583,425.00		\$640,985.00		\$770,100.00		\$873,880.00	
TOTAL ALLANDALE AND HILLCREST TANKS					\$687,545.00		\$615,000.00		\$719,225.00		\$683,025.00		\$780,685.00		\$892,400.00		\$1,053,480.00	
1	1	LS	ADD ALTERNATE HYDRODYNAMIC MIXING SYSTEM FOR HILLCREST TANK	\$190,000.00	\$190,000.00	\$71,500.00	\$71,500.00	\$76,800.00	\$76,800.00	\$162,800.00	\$162,800.00	\$84,000.00	\$84,000.00	\$108,400.00	\$108,400.00	\$42,000.00	\$42,000.00	
TOTAL ALLANDALE & HILLCREST TANKS WITH ADD ALTERNANT					\$787,545.00		\$686,500.00		\$796,225.00		\$790,725.00		\$864,863.00		\$1,000,800.00		\$1,095,480.00	





## AGENDA ACTION FORM

### Extend an Existing Economic Development Contribution with the Kingsport Economic Development Board

To: Board of Mayor and Aldermen  
 From: Chris McCart, City Manager *CM*

Action Form No.: AF-61-2020  
 Work Session: March 2, 2020  
 First Reading: N/A

Final Adoption: March 3, 2020  
 Staff Work By: McCart/Billingsley  
 Presentation By: McCart

#### Recommendation:

Approve the Resolution

#### Executive Summary:

In December 2018 the Kingsport BMA approved AF 266-2018 (attached) authorizing a contribution agreement with the Kingsport Economic Development Board (KEDB). The agreement authorized KEDB to facilitate the construction of a 40,000 square foot warehouse adjacent to the Anita's production facility located in Gateway Commerce Park. As the warehouse project is nearing completion, KEDB has asked First Horizon Bank, to which they have agreed, for a 90 day extension on the existing construction loan. As a result of this extension, the BMA needs to extend the above referenced contribution agreement for the same period of time.

The extension will allow time for KEDB and Anita's to work together to refinance and combine the construction loan (warehouse) as well as the existing loan for the Anita's production facility.

#### Attachments:

1. Resolution
2. AF 266-2018

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *[Signature]*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AMENDMENT TO THE ECONOMIC DEVELOPMENT CONTRIBUTION AGREEMENT WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in December, 2018, the board approved a resolution authorizing the mayor to sign an economic development agreement authorizing a contribution to the Industrial Development Board of the City of Kingsport, Tennessee (KEDB) for Anita's Food Snacks, Corp.; and

WHEREAS, since that time, KEDB has requested from First Horizon Bank a 90 day extension to the existing construction loan; and

WHEREAS, as a result of this extension, the city needs to extend the above referenced contribution agreement for the same period of time.

Now therefore,

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

SECTION I. That an amendment to the contribution agreement with the Industrial Development Board of the City of Kingsport, Tennessee (KEDB) for Anita's Food Snacks, Corp. to extend the construction contract for 90 days, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the contribution agreement with the Industrial Development Board of the City of Kingsport, Tennessee (KEDB) for Anita's Food Snacks, Corp. to extend the construction contract for 90 days and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

**FIRST AMENDMENT TO CONTRIBUTION AGREEMENT**

**THIS FIRST AMENDMENT TO CONTRIBUTION AGREEMENT**, dated as of March 15, 2020, is made by and between **THE CITY OF KINGSPORT, TENNESSEE**, a municipal corporation of the State of Tennessee ("City"), and **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE**, a corporation organized under T.C.A. § 7-53-101 et seq., commonly known as the "Kingsport Economic Development Board" ("KEDB").

**RECITALS:**

A. KEDB has previously acquired a manufacturing facility located at 2300 Tri-Cities Crossing, Kingsport, Sullivan County, Tennessee, further described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), which facility is leased to Anita's Food Snacks Corp., a Tennessee corporation.

B. First Horizon Bank (formerly First Tennessee Bank National Association) (herein "Lender") financed KEDB's acquisition of the manufacturing facility with a loan in the original principal amount of \$6,540,000 (the "Acquisition Loan"). The City has previously entered into a Contribution Agreement dated May 15, 2015 to provide contributions for economic development or industrial development to KEDB, if needed to pay the indebtedness under the Acquisition Loan.



C. Lender has previously provided to KEDB a loan in the principal amount of \$1,900,000, as evidenced by KEDB's \$1,900,000 Promissory Note dated March 13, 2019 (the "Expansion Loan"), the proceeds of which are to be used by KEDB to construct a warehouse at the manufacturing facility to support the business of Anita's Food Snacks Corp.

D. To assist KEDB in paying the indebtedness due under the Expansion Loan, the Board of Mayor and Aldermen of the City adopted Resolution No. 2019-081 (the "Resolution") whereby the City agreed to make economic development contributions to KEDB as may be needed from time to time up to two million and 00/100 dollars (\$2,000,000.00) to pay the indebtedness due under the Expansion Loan.

E. The \$1,900,000 Promissory Note evidencing the Expansion Loan matured on March 15, 2020 and KEDB has requested that Lender renew and extend the Expansion Loan to June 15, 2020. Lender has agreed to provide such renewal and extension upon the terms and conditions of this First Amendment to Contribution Agreement, and the City has agreed to accept such terms and conditions.

F. The parties desire to execute this Contribution Agreement to satisfy the conditions of the Resolution and to document the terms and conditions upon which the City will perform its economic development contribution commitments for the benefit of KEDB.

G. KEDB anticipates that the Project will facilitate the creation of new jobs, which will increase employment in the City.

H. The City is authorized, pursuant to T.C.A. §6-54-118 to make contributions for economic development or industrial development to an eligible industrial development corporation.

I. KEDB is an industrial development corporation formed by the City pursuant to T.C.A. §7-53-101 et seq. and, as such, is an eligible industrial development corporation entitled to receive contributions from the City.

**NOW, THEREFORE**, in consideration of the foregoing premises, and in consideration of the parties' mutual covenants and undertakings set forth herein below, the City and KEDB do hereby mutually agree and contract with each other as follows:

1. **Renewal and Extension of Expansion Loan.** The City hereby acknowledges and agrees that the maturity date of the Expansion Loan is renewed and extended to June 15, 2020 pursuant to KEDB's \$1,900,000 Renewal and Extension Promissory Note dated March 15, 2020,

2. **Contribution Commitments by the City of Kingsport.**  
(a) To support KEDB's ability to pay the principal and interest due under the Expansion Loan, as amended and extended, the City hereby renews, re-affirms and extends its commitment to provide to KEDB economic development contributions up to a maximum of two million dollars and 00/100 dollars (\$2,000,000.00) from time to time in such amounts as are needed by KEDB to make the interest and principal payments under the Expansion Loan after application of the net rental income from the lease with Anita's Food Snacks Corp. and any other leases and rental agreements on the Property; provided, however, the City's obligation to make such economic development contributions shall terminate when the Expansion Loan is paid in full.

(b) In the event any indebtedness remains outstanding under the Expansion Loan at the extended Maturity Date of June 15, 2020, the City shall either: (i) purchase the Property from KEDB for a purchase price equal to the aggregate outstanding indebtedness then outstanding under the Acquisition Loan and the Expansion Loan including all principal, interest and expenses, if any, incurred by Lender; or (ii) provide an economic development contribution to KEDB in an amount sufficient to pay the aggregate outstanding indebtedness then outstanding under the Expansion Loan including all principal, interest and expenses, if any, incurred by Lender, not to exceed the amount authorized by the Resolution.

3. **Security Interest and Pledge.** The City acknowledges and agrees that KEDB has heretofore assigned, pledged and granted to Lender a security interest in KEDB's rights under this Agreement as collateral for the Expansion Loan, and the City further agrees that Lender, as the assignee, pledgee and holder of such security interest, shall be entitled to enforce KEDB's rights under the Contribution Agreement and to apply the monies payable by the City under the Contribution Agreement toward the monies due under the Expansion Loan from time to time. In the event there is a default under the Expansion Loan, Lender shall be entitled to apply the proceeds so realized to satisfy the indebtedness under the Acquisition Loan and the Expansion Loan in such order and allocation as Lender may determine.

4. **No Personal Liability.** No member, director, officer, commissioner, elected representative, or employee, past, present or future, of the City, or KEDB, or any successor body, shall have any personal liability for the performance of any obligations of the City or KEDB, respectively, under this Agreement.

5. **Applicable Law.** This Agreement is made as a Tennessee contract and shall be construed and applied according to the laws of the State of Tennessee.

6. **No Amendment of Prior Contribution Agreement.** Nothing contained in this Agreement shall be construed to modify or amend the Contribution Agreement dated May 15, 2015 between the City and KEDB regarding the Acquisition Loan or prejudice Lender's rights as the assignee and pledgee of KEDB's rights under such Contribution Agreement.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their respective duly authorized representatives as of the date first written hereinabove.

[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 amendment/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 3<sup>rd</sup> day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### **Approving, if Needed, an Economic Development Contribution to the Industrial Development Board of Kingsport and Authorizing One or More Agreements Pertaining to the Same**

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

Action Form No.: AF-266-2018  
Work Session: December 3, 2018  
First Reading: N/A

Final Adoption: December 4, 2018  
Staff Work By: Billingsley/McCartt  
Presentation By: Chris McCartt

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The Industrial Development Board of Kingsport (KEDB) has been working with Anita's Foods to design and construct a 40,000 square foot warehouse adjacent to their production facility located in Gateway Commerce Park, which is owned by KEDB and leased to Anita's. The warehouse would allow for the expansion of additional production lines which in turn would significantly increase the number of employees at the Kingsport plant. KEDB has agreed to construct the warehouse, for an amount not to exceed \$1.9 million, and will enter into a new lease purchase agreement with Anita's to cover all costs associated with the refinancing the loan. The terms of the new lease purchase agreement is 10 years with two 5 year renewals, which aligns with the terms of the loan. At the end of the initial 10 year term of the new lease Anita's shall pay the annual real estate taxes assessed against the property by the City of Kingsport and Sullivan County. Finally, Anita's parent company, Anita's Mexican Foods Corporation, has provided a guarantee should Anita's not fulfill the terms of the lease.

In the event the lease payments are not made, the resolution provides that the city agrees to make a contribution to KEDB, if needed, for economic or industrial development. In such event the property would be available for economic and industrial development. At some point when the property is sold or leased the city would recoup some or all of the contribution from KEDB.

#### **Attachments:**

1. Resolution

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



## AGENDA ACTION FORM

### **Renewal of Agreement with Carfax to Include, in Addition to its Investigative Tools, a Crash Distribution Platform**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-46-2020  
 Work Session: March 2, 2020  
 First Reading: N/A

Final Adoption: March 3, 2020  
 Staff Work By: Capt. Gore  
 Presentation By: Chief Quillin

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Members of the Kingsport Police Department's Criminal Investigation Division have been using Carfax's investigative tools for a number of years. These investigative tools contain over 20 billion pieces of vehicle related information from tens of thousands of both public and private sources. The information contained therein could potentially assist in solving cases involving missing persons, fraud, fugitives, sex offenders, stolen vehicles, etc.

In addition to Carfax's investigative tools, they also have a crash distribution platform, which allows citizens to conveniently go online and obtain their crash reports at no charge. In order to make use of this crash distribution platform and continue utilizing the investigative tools, we are required to renew our agreement with Carfax. There is no cost to the department for the use of Carfax.

#### **Attachments:**

1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT WITH CARFAX FOR POLICE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city, through the Kingsport Police Department, has been using Carfax For Police for a number of years; and

WHEREAS, the city would like to renew the agreement, which will allow the police department to continue use of the investigative tools and will also allow citizens to go online for their police reports; and

WHEREAS, there is no cost to the city for the use of the tools offered by Carfax For Police Program.

Now therefore,

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

SECTION I. That an agreement with Carfax For Police Program is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Carfax For Police Program 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:

**CARFAX**  
**CARFAXFORPOLICE.COM**

ENROLLMENT FORM FOR LAW ENFORCEMENT - KINGSPORT, TN

Official Agency Name (must provide FULL name) ("Agency") : City of Kingsport for its Kingsport Police Department

Agency ORI Number: TN-0820200

Name of Chief of Police or Sheriff: David A. Quillin

Number of Sworn Officers: 120

Address : 200 Shelby Street City: Kingsport

County: Sullivan State: TN Zip: 37660

Total Number of Motor Vehicle Accident Reports written last year: approx.. 3,496

Enrollment in the CARFAX For Police Program allows Agency to subscribe, in exchange for motor vehicle accident reports data created or collected by Agency, to the CARFAX investigative tools ("Investigative Tools") , the CARFAX Crash Report Distribution Platform, the CARFAX eCrash Platform, and such other tools and services that CARFAX may offer subscribers to the CARFAX For Police Program.

Agency wishes to subscribe to:

Investigative Tools ☐ Yes ☐ No

CARFAX Crash Report Distribution Platform ☐ Yes ☐ No

(If Yes, please provide additional information requested below)

CARFAX eCrash Platform (only available if ☐ Yes ☐ No

Agency subscribes to the CARFAX Crash

Report Distribution Platform)

Additional information required for the CARFAX Crash Report Distribution Platform:

Does applicable state or local law or regulation require that motor vehicle accident reports can only be provided to specific interested parties (as defined by such law or regulation)? ☐ Yes ☐ No  
Amount to be reimbursed to Agency for each accident report sold through the CARFAX Crash Report Distribution Platform:  
\$ \_\_\_\_\_

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions:

[Acknowledgements Deleted for Inclusion in this Resolution]

Send completed form to: [Anna Ware] IEMAIL: [annaware@carfax.com] I

These CARFAX For Police Program Terms and Conditions ("Terms and Conditions"), any enrollment form (each, an "Enrollment Form") signed or accepted by the law enforcement agency ("Agency"), and any exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement ("Agreement") between CARFAX Inc. ("CARFAX") and Agency and govern Agency's subscription to the CARFAX® for Police Program ("Program"). This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter, and will continue in full force and effect so long as Agency subscribes to the Program.

1. Provision of Data. Agency agrees to provide, or authorizes its third party service provider to provide, to CARFAX all motor vehicle accident reports (or any data contained therein, as mutually agreed by the parties) that are created or collected by Agency and that Agency is permitted to provide to CARFAX ("Accident Data"). Agency understands that CARFAX relies on its sources for the accuracy and reliability of the information, and therefore Agency will notify CARFAX of erroneous information in any Accident Data provided to CARFAX. Agency authorizes CARFAX to include any and all non-personal information from the Accident Data in the CARFAX Vehicle History Service database ("VHDB"), and to use such information in connection with any data, products and services provided by CARFAX. Agency authorizes CARFAX to include any and all information from the Accident Data provided by Agency (including, without limitation, any personal information) in CARFAX's crash report center database (the "Crash Report Center Database" and collectively with the VHDB, the "CARFAX Databases") for use in connection with the CARFAX services that Agency subscribes to through the Program, including the CARFAX Crash Report Distribution Platform (as defined below), the Investigative Tools (as defined below), and/or such other services as may be offered by CARFAX from time to time (each, a "Service" and collectively, the "Services"). Agency agrees to use its best efforts to provide to CARFAX upon CARFAX's request, another copy of any previously provided Accident Data as soon as reasonably possible after such request. Agency understands that, in the event of any termination of Agency's subscription to any Service or this Agreement, CARFAX may continue to use the Accident Data already acquired by CARFAX.

a. CARFAX agrees to comply with all the confidentiality requirements of Tenn. Code Ann. § 10-7-504(a)(31).

b. Confidential information includes personally identifying information of any person named in any motor vehicle accident report and includes (i) street addresses and zip codes; (ii) telephone numbers; (iii) driver license numbers; and (iv) insurance information (in paragraphs 1a-e referred to as "Confidential Information"). Confidential Information is a part of PII. Confidential Information can only be released only upon the written request of any person named in the motor vehicle accident report, or such person's agent, legal representative, or attorney, certifying that the person has permission from the person, persons, or entities authorized to obtain motor vehicle records information pursuant to Tenn. Code Ann. § 55-25-107(b)(1), (b)(6) or (b)(9) and only such individuals or entities are authorized to receive an accident report containing Confidential Information. If such written request and certification is not made, the motor vehicle accident report can only be provided or released if all Confidential Information is fully redacted.

c. Any federal, state, or local governmental agency, or any private person or entity acting on behalf of a federal, state, or local governmental agency, may use personally identifying information in carrying out the agency's functions. CARFAX represent that it is carrying out a function of Agency and will use Confidential Information only in compliance with the requirements of Tenn. Code Ann. § 10-7-504(a)(31), and will use Confidential Information only for the purpose of fulfilling its duties and providing services under this Agreement.

d. CARFAX will ensure that all Confidential Information in its possession and in the possession of any subcontractors, or agents to which CARFAX may have transferred Confidential Information, are destroyed or transferred to Agency under the direction of Agency when Confidential Information is no longer needed for the purpose of using such Confidential Information as permitted under the Agreement.

e. CARFAX will not disclose Confidential Information in any manner that would constitute a violation of state or federal law or the terms of this Agreement.

2. Term and Termination. Agency agrees that its subscription to the Program will be effective from the date on which Agency first provides Accident Data to CARFAX in the form and format that allows CARFAX to upload such Accident Data in the CARFAX Databases (the "Effective Date") and will continue in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods until either party provides the other party ninety (90) days written notice prior to any renewal date (the "Term"). If, during the Term, Agency elects to terminate its subscription to the CARFAX Crash Report Distribution Platform, the CARFAX eCrash Platform and/or the CARFAX Databases, Agency must provide written notice to CARFAX of such election and CARFAX shall reasonably accommodate such request within thirty (30) days of receipt of such request. Termination of Agency's subscription to any Service does not terminate any other Services to which Agency may have subscribed. CARFAX may terminate this Agreement immediately upon written notice if Agency breaches any provision of this Agreement. All provisions of this Agreement that expressly or should by their nature survive any expiration or termination of this Agreement shall so survive, including without limitation the last sentence of Section 1, this last sentence of Section 2, the last two sentences of Section 8, and Sections 3, 5, 7(c), 11, 12, 14 and 15.

3. Ownership. Agency acknowledges that the CARFAX Databases and the Investigative Tools (including all data contained therein), the CARFAX eCrash Platform, the CARFAX Crash Report Distribution Platform, and all intellectual property relating to each of the foregoing, are and will remain the property of CARFAX. CARFAX acknowledges that the Accident Data and all motor vehicle accident reports (or any data contained therein) that are created or collected by Agency are the property of the Agency and will remain the property of the Agency.

4. Agency Account. Promptly following the Effective Date, CARFAX will establish an Agency Account and will provide Agency with username(s) and password(s) to access the CARFAX Databases to use the Investigative Tools. Agency will ensure that only authorized employees of Agency are given access to the Agency Account. Agency will ensure that a separate username and password is issued for each authorized employee of Agency. Agency will be responsible for the administration of such username(s) and password(s) (including, without limitation, in connection with changes in authorized personnel and/or user job functions) and will promptly notify CARFAX of any changes to current authorized users. Agency understands, subject to the Tennessee Governmental Tort Liability Act found at T.C.A. section 29-20-101 et seq., that it is liable for the security of the username(s) and password(s) issued by CARFAX and all charges or fees arising out of the unauthorized or improper use of such username(s) and password(s), including access by non-authorized individuals or use for commercial purposes. Agency will not share the username(s) and/or password(s) issued by CARFAX with any third party (other than with CARFAX approved third party vendors to facilitate the Permitted Use).

5. Security. Agency acknowledges that the Crash Report Center Database (as defined below) contains accident reports that may include personally identifiable information (collectively, "PII"). Agency will keep all such PII confidential and secure, including without limitation by (a) restricting access to the Agency Account and/or such accident reports to employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and such accident reports are accessed for a Permitted Use only, and information from such accident reports is not shared with any third party except as permitted by law and pursuant to this Agreement; (c) maintaining and complying with any applicable data retention policy governing the security and retention of accident reports; and (d) maintaining an information security program that is designed to meet applicable state and federal law requirements for safeguarding PII, including, at a minimum, to (i) ensure the security and confidentiality of such accident reports; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained on such accident reports; and (iii) protect against unauthorized access to or use of the data contained in such accident reports. In the event of any actual or reasonably suspected breach of accident reports data caused by Agency's access to or use of the accident reports contained in the Crash Report Center Database ("Agency Breach"), Agency will promptly notify CARFAX of such actual or suspected Agency Breach and will fully cooperate with CARFAX in investigating such breach or unauthorized access and preventing the recurrence of any unauthorized or attempted possession, use or knowledge of the data Agency shall be solely responsible for any legal or regulatory obligations which may arise under applicable law in connection with such Agency Breach and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and will reimburse CARFAX for any expenses incurred by CARFAX in connection with such Agency Breach, or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with law and at its own expense, notify the individuals whose information is the subject of such Agency Breach or potential Agency Breach, and shall also notify any other



parties (including without limitation regulatory entities and credit reporting agencies) as may be required by law. Agency agrees that such notification shall not reference CARFAX or the CARFAX Crash Report Center Database, nor shall CARFAX be otherwise identified or referenced in connection with such Agency Breach, without CARFAX's express written consent. To the extent permitted by Tennessee law, Agency shall remain solely liable for claims that may arise from such Agency Breach, including without limitation costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including without limitation costs for credit monitoring or allegations of loss in connection with such Agency Breach. CARFAX will keep PII confidential and secure, including without limitation, restricting access to PII to CARFAX employees who have a need to know as part of their official duties and law enforcement and other government agencies that have entered into a binding legal agreement with CARFAX requiring such agencies to maintain the confidentiality and security of PII. CARFAX shall be solely responsible for any legal or regulatory obligations which may arise under applicable law in connection with breach of PII that is solely the fault of CARFAX ("CARFAX Breach") and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and will reimburse Agency for any expenses incurred by Agency in connection with such breach, or any actions required as a result thereof. CARFAX shall remain solely liable for claims that may arise from any CARFAX Breach, including without limitation costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including without limitation costs for credit monitoring or allegations of loss in connection with such CARFAX Breach contained therein for purposes other than the Permitted Use; (v) use or permit the use of the CARFAX Databases or Investigative Tools in the operation of a service bureau; or (vi) use or permit the use of the CARFAX Databases or the Investigative Tools for personal or unlawful purposes. Systematic access or retrieval of Investigative Tools or the information derived from Investigative Tools, including, but not limited to, the use of "bots" or "spiders," is strictly prohibited. In the event Agency provides any Investigative Tool or the information derived from the Investigative Tool to another party, Agency shall not: (A) provide such Investigative Tool or information to any party for resale or remarketing in any manner or (B) modify such Investigative Tool or information in any way. Agency shall make no representation or provide any warranty to any person or entity regarding CARFAX, the CARFAX Databases, the Investigative Tools, or the information derived from the Investigative Tools, whether written or oral, that is inconsistent with the provisions of this Agreement or the information contained on the Investigative Tools (including all disclaimers)

6. CARFAX Services Integrity. Agency will not knowingly upload or otherwise introduce any viruses, spyware or other software that jeopardizes the security or integrity of the CARFAX Databases, the Investigative Tools, the CARFAX eCrash Platform or any CARFAX website and/or mobile device application or otherwise interferes with the CARFAX Databases, the Investigative Tools, the CARFAX eCrash Platform or any CARFAX website and/or mobile device application functioning as intended by CARFAX.

7. Investigative Tools. In consideration of Agency's provision of Accident Data to CARFAX and authorization for CARFAX to use such Accident Data in accordance with Section 1, CARFAX hereby grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to the CARFAX Databases to access and use the services described in Sections 7(a) and 7(b) (collectively, the "Investigative Tools"), subject to the terms and conditions of this Agreement. The license to the CARFAX Databases is limited to the extent required for criminal investigative purposes (which will constitute the "Permitted Use" of the Investigative Tools).

(a) Subscription to the VHDB. CARFAX will provide to Agency a subscription to the VHDB to access CARFAX Vehicle History Reports, QuickVIN®, VINAlert®, Partial License Plate Search and such other investigative tools that CARFAX may offer from time to time.

(b) Subscription to the Crash Report Center Database. CARFAX will provide Agency with a subscription to the Crash Report Center Database to obtain, as necessary, copies of motor vehicle accident reports that were provided to CARFAX by other law enforcement agencies and any information contained in the foregoing. To the extent "personal information" (as such term is defined under the Federal Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and/or analogous state laws (collectively, the "DPPA")) is contained in motor vehicle accident reports obtained by Agency from the Crash Report Center Database and the disclosure and use of such personal information is subject to the DPPA, Agency represents and warrants for itself and each authorized employee that it shall use such personal information only (i) to carry out its functions; (ii) in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls or advisories, or performance monitoring of motor vehicles; (iii) in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal,



State or local court; (iv) to provide notice to the owners of towed or impounded vehicles; or (v) for any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

(c) Restrictions on Access and Use of the Investigative Tools. Agency shall not: (i) provide, offer, distribute, sell, resell or otherwise disclose any of the Investigative Tools or any information derived from the Investigative Tools to any third party (except to the extent such Investigative Tool becomes part of Agency's criminal investigation record, subject to the state's open records laws); (ii) permit the use of the CARFAX Databases or any information contained therein by any third parties; (iii) search the CARFAX Databases or any information contained therein on behalf of any third party; (iv) use or permit the use of the CARFAX Databases or any information contained therein for purposes other than the Permitted Use; (v) use or permit the use of the CARFAX Databases or Investigative Tools in the operation of a service bureau; or (vi) use or permit the use of the CARFAX Databases or the Investigative Tools for personal or unlawful purposes. Systematic access or retrieval of Investigative Tools or the information derived from Investigative Tools, including, but not limited to, the use of "bots" or "spiders," is strictly prohibited. In the event Agency provides any Investigative Tool or the information derived from the Investigative Tool to another party, Agency shall not: (A) provide such Investigative Tool or information to any party for resale or remarketing in any manner or (B) modify such Investigative Tool or information in any way. Agency shall make no representation or provide any warranty to any person or entity regarding CARFAX, the CARFAX Databases, the Investigative Tools, or the information derived from the Investigative Tools, whether written or oral, that is inconsistent with the provisions of this Agreement or the information contained on the Investigative Tools (including all disclaimers).

8. CARFAX Crash Report Distribution Platform. Agency understands that in order to subscribe to the CARFAX Crash Report Distribution Platform, the Accident Data provided to CARFAX by Agency must include substantially all data elements contained on the motor vehicle accident reports (to the extent permitted by applicable law). If Agency elects to subscribe to the CARFAX Crash Report Distribution Platform, Agency authorizes CARFAX to offer to sell and sell accident reports online (the "CARFAX Crash Report Distribution Platform") to the extent permitted by applicable law. Agency agrees to: (i) include on its website(s) and social media site(s) one or more hyperlinks to the CARFAX Crash Report Distribution Platform unless Agency notifies CARFAX in writing that it wants to opt out of this requirement, (ii) direct entities that want to purchase its motor vehicle accident reports to the CARFAX Crash Report Distribution Platform, (iii) direct all calls that Agency receives relating to CARFAX or the CARFAX Crash Report Distribution Platform to 1-800-990-2452 or such other phone number designated by CARFAX, and (iv) authorize CARFAX to issue press releases and public statements relating to Agency's subscription to the CARFAX Crash Report Distribution Platform, unless Agency notifies CARFAX in writing that it wants to opt out of this requirement. CARFAX will pay Agency the amount to be reimbursed to Agency for each accident report sold through the CARFAX Crash Report Distribution Platform (as provided by Agency on the Enrollment Form) ("Reimbursed Fee") for each accident report sold to the CARFAX Crash Report Distribution Platform corporate subscribers and/or referrals directed to the CARFAX Crash Report Distribution Platform by Agency. Agency will notify CARFAX in writing of any change to the then-current Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice. Notwithstanding any other provision of this Agreement, in no event will Agency require a higher Reimbursed Fee when accident reports are sold through CARFAX than a citizen would be required to pay when an accident report is purchased directly from Agency's website. Within thirty (30) days after the end of each calendar month, CARFAX will provide Agency a payment equal to the number of accident reports purchased by the CARFAX Crash Report Distribution Platform corporate subscribers and/or referrals directed to the CARFAX Crash Report Distribution Platform by Agency in the prior calendar month multiplied by the applicable Reimbursed Fee. Agency understands that, in the event of any termination of Agency's subscription to the CARFAX Crash Report Distribution Platform or this Agreement, CARFAX may continue to sell or offer to sell, in accordance with this Agreement, the vehicle accident reports already acquired by CARFAX prior to such termination.

9. CARFAX eCrash Platform. If Agency subscribes to the CARFAX Crash Report Distribution Platform, Agency may also subscribe to the application offered by CARFAX to help Agency create vehicle accident reports in electronic form (the "CARFAX eCrash Platform"). Subject to the terms and conditions set forth herein, CARFAX hereby grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to use the CARFAX eCrash Platform in accordance with the terms of this Agreement. The license to use the CARFAX eCrash Platform is limited to the extent required to complete vehicle accident reports and for no other purpose (which will constitute the "Permitted Use" of the CARFAX eCrash Platform). Agency shall not: (i) provide, offer, distribute, sell, resell or otherwise permit unauthorized parties from accessing or using the CARFAX eCrash Platform

for any purpose; or (ii) use or permit the use of the CAR FAX eCrash Platform for any purpose other than a Permitted Use. Agency shall be solely responsible for (a) any and all data entered into the CARFAX eCrash Platform and (b) approval of the information to create the applicable vehicle accident report. Agency shall notify CARFAX in writing if any applicable state or local law or regulation limit the use or distribution of motor vehicle accident reports, including without limitation any requirement that motor vehicle accident reports must be reported to the state before being distributed to any interested parties and/or third parties. Unless so notified by Agency in writing, once the applicable police accident report has been approved by Agency, CARFAX may use the Accident Data created using the CARFAX eCrash Platform as permitted under Sections 1 and/or 8. If Agency terminates its subscription to the CARFAX eCrash Platform, it will no longer have access to create new vehicle accident reports or approve vehicle accident reports that are entered in the CARFAX eCrash Platform but are not approved prior to the effective date of the termination. If this Agreement is terminated, Agency will no longer have access to the vehicle accident reports created by Agency using the CARFAX eCrash Platform and Agency is responsible for retaining all such vehicle accident reports on its own systems prior to the effective date of the termination.

10. Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, rules and regulations with respect to its performance under this Agreement.

11. Disclaimers: Limited Warranty. Agency acknowledges that CARFAX collects data from public records and other sources for use in the CARFAX Databases and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the CARFAX Databases, the Investigative Tools or any information contained therein, and CARFAX will not be liable for any loss or injury caused, in whole or part, either by its negligence or circumstances beyond its control in procuring, compiling, collecting, interpreting or making available the CARFAX Databases or the Investigative Tools. Agency understands that not all information is available for all states and that CARFAX does not have access to some information that may be available to other parties. Agency also understands there may be a period of time between receipt of certain information by CARFAX and its inclusion of such information into the CARFAX Databases or the Investigative Tools. Agency acknowledges that neither the CARFAX Databases nor the Investigative Tools provide any conclusions regarding the condition of any vehicle, and Agency assumes full responsibility with respect to its decisions and transactions using the CARFAX Databases, the Investigative Tools or any information contained therein. THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM AND ALL INFORMATION CONTAINED IN THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARFAX MAKES AND AGENCY RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARFAX DOES NOT GUARANTEE THAT THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. CARFAX, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGES CAUSED BY USE OF THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM OR ANY INFORMATION CONTAINED THEREIN.

12. Limitation of Liability: Indemnification. Except for damages arising out a party's gross negligence or willful misconduct, each party's liability hereunder for damages, regardless of the form of action, shall not exceed the amount paid by Agency for the Investigative Tool in question, the CARFAX Crash Report Distribution Platform and/or the CARFAX eCrash Platform, as applicable. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY THIRD PARTY CLAIM OR DEMAND) EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL AGENCY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY THIRD PARTY CLAIM OR DEMAND) EVEN IF AGENCY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except to the extent prohibited by applicable law, Agency will indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents harmless from any claims, suits, investigations, damages (either direct or indirect), costs, expenses and losses of any and every kind (including but not limited

to reasonable attorneys' fees and costs) arising out of Agency's breach of Section 10 or Agency's use of the CARFAX Databases, any Investigative Tools or the CARFAX eCrash Platform or any information contained therein for any purpose other than the Permitted Use or in a manner prohibited by this Agreement or applicable law. CARFAX will indemnify and hold Agency and its directors, officers, employees and agents harmless from any third party claims, suits, investigations, damages (either direct or indirect), costs, expenses and losses of any and every kind (including but not limited to reasonable attorney's fees and costs) arising out of CARFAX's use of the Accident Data in a manner prohibited by this Agreement.

13. Marks. CARFAX grants to Agency a limited, revocable, nonexclusive and nontransferable license to use CARFAX trademarks and logos provided by CARFAX to Agency ("CARFAX Marks") solely as approved by CARFAX. Agency acknowledges that Agency's use of the CARFAX Marks shall inure to CARFAX's benefit.

14. Governing Law. Notwithstanding any other provision in the Agreement to the contrary, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee.

15. Miscellaneous. In the event of a direct conflict between the terms and conditions contained in an Enrollment Form and those set forth in these Terms and Conditions, the terms of the Enrollment Form shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services provided by CARFAX hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement. Agency's continued use of the Services, as applicable, will be deemed acceptance thereof. Notwithstanding the foregoing, CARFAX will provide Agency with at least thirty (30) days written notice prior to making any material modification to these Terms and Conditions and Agency may terminate this Agreement upon written notice following receipt of any such written notification. Either party's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by Agency, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by CARFAX will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX.

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 3<sup>rd</sup> day of March, 2020.

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PATRICK W. SHULL, MAYOR

ATTEST:

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SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### Right-of-Way Easement with Atmos Energy Corporation

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-49-2020  
 Work Session: March 2, 2020  
 First Reading: N/A

Final Adoption: March 3, 2020  
 Staff Work By: R. Trent  
 Presentation By: R. McReynolds

### Recommendation:

Approve the Resolution.

### Executive Summary:

Atmos Energy Corporation is in the process of extending services in the Shipley Ferry Road area and has requested a pipeline easement across the front portion of the city-owned property located on Shipley Ferry Road. The resolution approves the easement and authorizes the mayor to execute the documents necessary to convey the right-of-way easement to Atmos Energy Corporation.

### Attachment:

1. Resolution
2. Easement and Project Location Map

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
RIGHT-OF-WAY EASEMENT WITH ATMOS ENERGY  
CORPORATION

WHEREAS, Atmos Energy Corporation is currently in the process of extending services in the Shipley Ferry Road area, which will require a pipeline easement across the front portion of the city-owned property located on Shipley Ferry Road; and

WHEREAS, in order to extend the pipelines across the city's property, Atmos Energy Corporation has requested that the city execute a Right-of-Way Easement to Atmos Energy Corporation.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a Right-of-Way Easement with Atmos Energy Corporation.

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

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

ADOPTED this the 3rd day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

This instrument was prepared by:  
Atmos Energy Corporation  
810 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

Line: SFRD  
R/W#: 2

### PIPELINE EASEMENT

THIS PIPELINE EASEMENT (the "Pipeline Easement") is dated as of March \_\_, 2020, and made by the undersigned **City of Kingsport** (herein called "Grantor" whether one or more) to **Atmos Energy Corporation**, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee").

### WITNESSETH:

WHEREAS, Grantor is the owner of certain real property more particularly described by deed of record in book 1783C, page 253, Registrar's Office for Sullivan County, Tennessee (the "Property")); and

WHEREAS, Grantee desires to obtain an easement from Grantor for the purposes described herein and in further consideration for the agreements set forth herein and Grantor has agreed to grant the easement to Grantee across Grantor's Property pursuant to the terms of this Pipeline Easement.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purpose of laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline or pipelines and the appurtenances thereto, including the right to install additional pipelines and appurtenances in the future as may be necessary or convenient for Grantee, for the transportation of oil, gas, lignite and other fluids or substances, or any of them, and the products thereof, together with such above ground drips, valves, fittings, meters, pressure relief facilities, aerial markers, graphite and steel anodes, rectifier poles and other devices for the control of pipeline corrosion, and other



appurtenances as may be necessary or convenient in the operation of said lines, over, across, under and upon the area described on Exhibit A attached hereto and made a part hereof (the "Easement Area").

2. Grantee shall have the right to select the exact location of said pipelines and any future additional pipelines within the Easement Area, and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor's adjacent or additional lands to or from said Easement Area.

3. Grantor further agrees not to change the grade, remove dirt from the surface of the Easement Area or impound water over the Easement Area without the prior written approval of Grantee.

4. The aforesaid consideration paid from Grantee to Grantor includes any and all damages that may be sustained by the original construction of said pipelines, including without limitation, cutting trees and damages to land, trees, buildings, fences, growing crops and grasses; however, after the original construction of the pipeline Grantee will pay to the owner of the land and, if leased, to his tenant, as they may be respectively entitled, actual damages done to fences and growing crops by reason of entry to repair, maintain and remove said pipelines, or for any future construction, including but not limited to the laying of additional future pipelines. Should the amount of such damages contemplated by this paragraph not be agreed upon by Grantor and Grantee, then the amount of such damages shall be determined by final and binding arbitration before three disinterested arbitrators, with one arbitrator being appointed by Grantor, one arbitrator being appointed by Grantee, and the third arbitrator being appointed by the two other arbitrators. If not unanimous, the award may be determined by any two of the three arbitrators and shall be in writing and shall be non-appealable. A judgment upon any award rendered by the arbitrators may be entered by any state or federal court having jurisdiction thereof. Further, the aforesaid consideration includes the right of Grantee to install additional, future pipelines and appurtenances as Grantee, in its sole discretion, may determine to be necessary or convenient.

5. In relation to the Easement Area, Grantee has the right to trim, cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee as may be necessary to prevent possible present or future interference with the convenient operation or convenient inspection of said pipelines and to remove possible present or future hazard to such pipelines, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs, or other obstructions on the Easement Area and to prevent activities on the Easement Area any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficiency, safety, convenient operation or convenient inspection of said Easement Area, pipelines and appurtenances.

6. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of ten years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.

7. Grantor and Grantee agree that the failure to assert any right under this Pipeline Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted it in this Pipeline Easement, regardless of

the length of any such delay, shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in Paragraph 6 above.

8. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Pipeline Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Pipeline Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Pipeline Easement has been negotiated by the parties, and this Pipeline Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

9. Grantor and Grantee shall be entitled forthwith to full and adequate relief by injunction and to all other legal and equitable remedies for the consequences of any breach of this Pipeline Easement. If Grantor or Grantee institutes any litigation to enforce any of the terms, covenants, easements, or obligations set out in this Pipeline Easement, the prevailing party in such litigation shall be entitled to collect court costs and reasonable attorneys' fees from the non-prevailing party.

10. Nothing contained herein shall be construed to make Grantor and Grantee partners or joint venturers or to render any of said parties liable for the debts or obligations of the other.

11. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery to the address set forth herein. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party.

**12. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.**

TO HAVE AND TO HOLD the above described easements and rights unto the said Grantee, and Grantee's successors and assigns, until abandoned as provided for herein. This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns. It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

<Signature pages to follow>

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GRANTOR(S):**

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(ADDRESS)

**STATE OF TENNESSEE    )**  
**COUNTY OF SULLIVAN    )**

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged that \_\_\_\_\_ executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in \_\_\_\_\_,  
\_\_\_\_\_, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF TENNESSEE )  
COUNTY OF SULLIVAN )

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged that \_\_\_\_\_ executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in \_\_\_\_\_,  
\_\_\_\_\_, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

---

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$ \_\_\_\_\_.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

---

NUMBER	DIRECTION	DISTANCE
E1	N 42°33'58" W	15.17'

NUMBER	RADIUS	LENGTH	CHORD	CHORD
EC1	1059.14	157.71	S 51°39'43" W	157.56
EC2	1044.14	157.71	N 51°43'24" E	157.56
EC3	3429.41	130.49	N 48°18'22" E	130.49
EC4	30.00	31.53	S 15°32'30" W	30.10
EC5	3444.41	104.91	S 48°31'25" W	104.91

CITY OF KINGSPORT  
D.B. 1783C - PG. 253

PROJECT EASEMENT #2  
0.10 AC  
4213 SQ. FT.

JEAN PERRY PROPERTY  
WB 76 - PG. 799

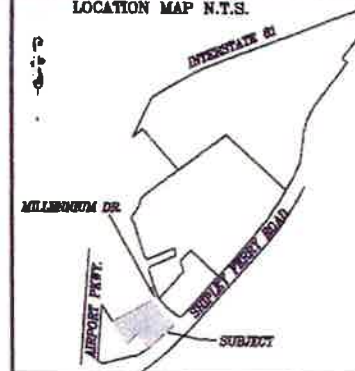
P.O.B.

SHIPLEY FERRY ROAD

MILLENNIUM DR.

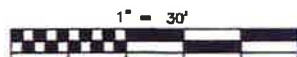
GRID NORTH  
TN. STATE PLANE (N.A.D. 83)

LOCATION MAP N.T.S.



"Exhibit A"

PROJECT EASEMENT #2  
CITY OF KINGSPORT  
D.B. 1783C - PG. 253  
7th CIVIL DISTRICT OF  
SULLIVAN COUNTY TENNESSEE  
SURVEY - 3/25/2019



© 2019 Glenn A. Shelnett

Glenn Allen Shelnett  
REGISTERED PROFESSIONAL  
Land Surveyor

112 East Under Avenue  
Johnson City, TN. 37601  
PHONE/FAX (423) 434-4788



1580(2)



## AGENDA ACTION FORM

### Right-of-Way Easement with Kingsport Power Company

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-50-2020  
 Work Session: March 2, 2020  
 First Reading: N/A

Final Adoption: March 3, 2020  
 Staff Work By: R. Trent  
 Presentation By: R. McReynolds

### Recommendation:

Approve the Resolution.

### Executive Summary:

AEP, d/b/a Kingsport Power Company, has requested an easement across a portion of the city-owned property located on North John B. Dennis Highway. The project will increase the reliability of the circuit that feeds from John B. Dennis Highway to Fort Henry Drive and points beyond.

The resolution approves the easement and authorizes the mayor to execute the documents necessary to convey the right-of-way easement to Kingsport Power Company. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

### Attachment:

1. Resolution
2. Easement and Project Location Maps

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, American Electric Power is currently in the process of increasing the reliability of the circuit that feeds from John B. Dennis Highway to Fort Henry Drive and points beyond; and

WHEREAS, in order to proceed with the improvements, American Electric Power has requested that the city execute a Right-of-Way Easement to Kingsport Power Company, a subsidiary of American Electric Power; and

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a Right-of-Way Easement with Kingsport Power Company.

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

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

ADOPTED this the 3rd day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



GRW 32 (UGOHD - CORP) KP

City of Kingsport Eas No. R/W Map No. 3783-1152-A3  
1324 Midland Drive W. O. No. W003278501 Job No. 20560001 Prop No. 1  
Kingsport, TN 37664 Line Ft Henry Dr Ckt Job #1

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by and between CITY OF KINGSFORT, a  
municipal corporation organized and existing under the laws of the State of  
TENNESSEE, herein called "Grantor", and KINGSFORT  
POWER COMPANY, a Virginia corporation, herein called "Kingsport",

WITNESSETH:

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

On the North by the lands of Kingsport Power Company  
On the East by the lands of 3 Tees LLC  
On the South by the lands of N John B Dennis Hwy  
On the West by the lands of Eastman Chemical Company

This line extends in a Southwesterly direction from  
Kingsport's existing Pole numbered 37831152A31694  
to and including new Pole numbered 37831152A31682  
Thence in an Easterly direction to and including pole numbered 37831152A31684.  
Underground facilities in an Easterly direction from pole numbered 37831152A31682  
to and including pole numbered 37831152A31683.

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

Being a right of way easement over the same property conveyed to Grantors herein by Kingsport Corporation, by deed dated 1/18/1929, and recorded in Sullivan County, Deed Book No. 7A, Page 292.

Map 061M, Group A, CTL Map 061M, Parcel 027.00.

Being a right of way easement over the same property conveyed to Grantors herein by J P Stevens & Co. Inc., by deed dated 11/17/1972, and recorded in Sullivan County, Deed Book No. 387-A, Page 647.

Map 061M, Group A, CTL Map 061M, Parcel 028.00.

Being a right of way easement over the same property conveyed to Grantors herein by Tennessee Electric Company, Inc., by deed dated 9/22/2014, and recorded in Sullivan County, Deed Book No. 3134, Page 1708.

Map 061M, Group A, CTL Map 061M, Parcel 026.00.

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

purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

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

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

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

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

CITY OF KINGSFORT

APPROVED AS TO FORM:

CITY ATTORNEY

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Recorder

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) To-wit:

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

Witness my hand and official seal in \_\_\_\_\_ County, State of \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:

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

KINGSPORT POWER COMPANY

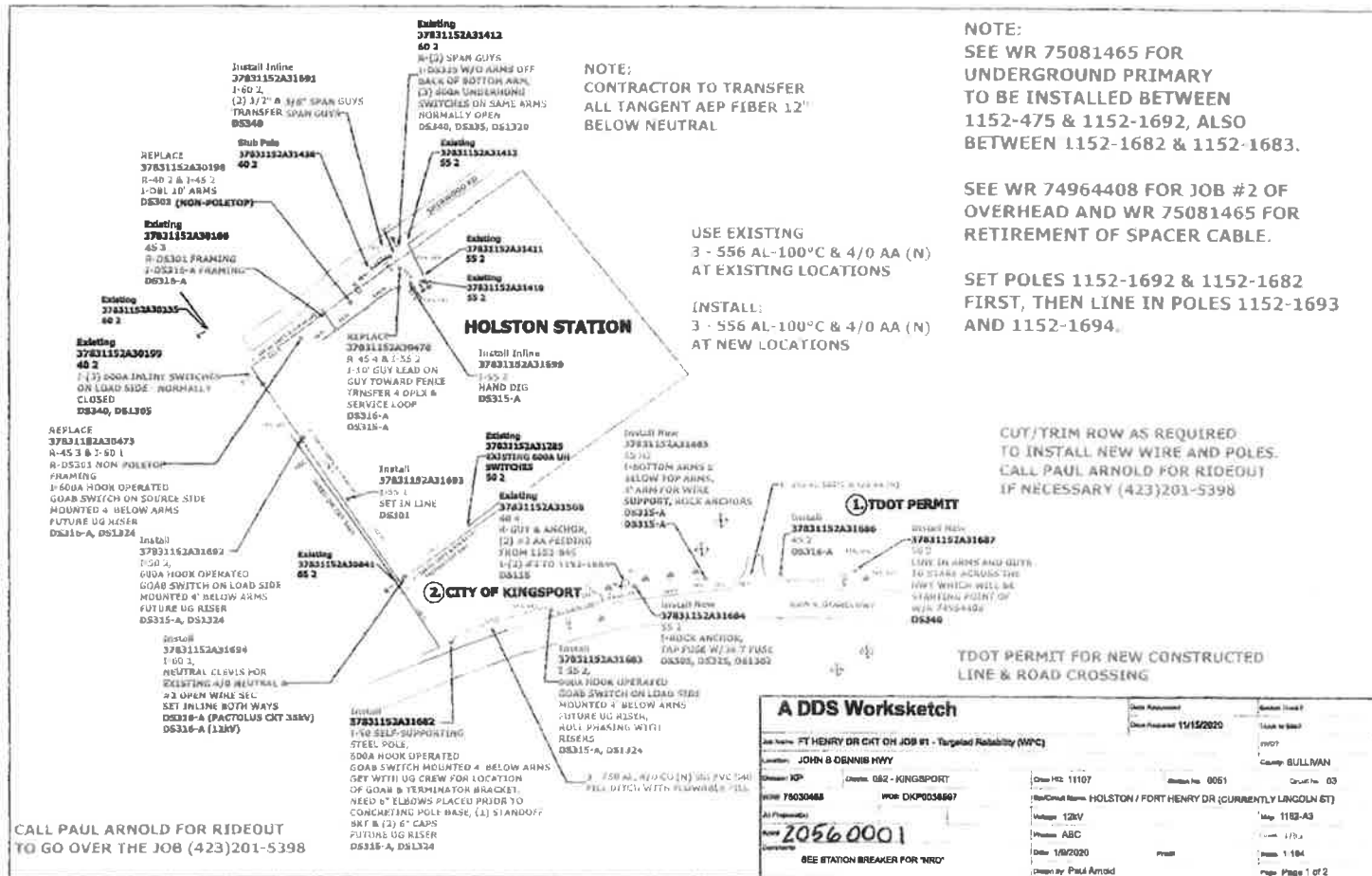
By: \_\_\_\_\_

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

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:











## AGENDA ACTION FORM

### Enter into an Easement Agreement with East Tennessee Natural Gas Company

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-54-2020  
 Work Session: March 2, 2020  
 First Reading: N/A

Final Adoption: March 3, 2020  
 Staff Work By: R. Trent  
 Presentation By: R. McReynolds

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

On September 17, 2019, the board approved offers to purchase easements for the Border Regions Sanitary Sewer Extension Project. One of the property owners, East Tennessee Natural Gas Company, has submitted their easement agreement which requires execution by both parties. The attached resolution approves the easement and authorizes the Mayor to execute the documents necessary to purchase the right-of-way easement from East Tennessee Natural Gas Company.

#### **Attachment:**

1. Resolution
2. Easement and Project Location Maps

Funding source appropriate and funds are available: *[Signature]*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *[Signature]*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN EASEMENT AGREEMENT  
WITH EAST TENNESSEE NATURAL GAS, LLC AND  
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT  
AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO  
EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS  
RESOLUTION

WHEREAS, on September 17, 2019, the board approved offers to purchase easements for the Border Regions Sanitary Sewer Extension Project; and

WHEREAS, one of the property owners, East Tennessee Natural Gas Company has submitted their easement agreement which requires execution by both parties.

Now therefore,

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

SECTION I. That an easement agreement with East Tennessee Natural Gas Company, LLC is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the easement agreement with East Tennessee Natural Gas Company, LLC 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:

GRANT OF EASEMENT

STATE OF TENNESSEE §  
§  
COUNTY OF SULLIVAN §

KNOW ALL BY THESE PRESENTS, that the undersigned EAST TENNESSEE NATURAL GAS, LLC, (hereinafter called "Grantor", whether one or more), for and in consideration of the sum of TWO THOUSAND ONE HUNDRED THIRTY DOLLARS and 00/100 Dollars (\$2,130.00) and other valuable consideration paid by The CITY OF KINGSFORT, TENNESSEE (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto Grantee, its successors and assigns, a nonexclusive right of way and easement FIFTEEN FEET in width (the "Easement") to construct, maintain, operate, protect and remove an eight-inch inch pipeline for the transportation of sewage (the "Pipeline") at a depth of no less than 36 inches below the ground surface under and through lands which Grantor owns or in which Grantor has an interest, situated in the County of Sullivan, State of Tennessee, more particularly described as follows:

Being the land described in a Deed from William P. Bailey, Jr. and wife Elizabeth D. Bailey, to the herein Grantor, dated October 23, 1981, and recorded in Deed Book 2298C, Page 698, in the records of Sullivan County, Tennessee ("Grantor's Land").

The Pipeline and Easement are shown on the drawing, which is attached hereto as Exhibit "A" and made part hereof.

TO HAVE AND TO HOLD the Easement unto Grantee, its successors and assigns, subject to the following:

1. Grantee may use the Easement for so long as the Pipeline is used for the transportation of sewage, as stated above; however, should the Pipeline cease to be so used for a continuous period of two (2) years, all rights granted hereunder with respect to the Easement shall terminate and revert to Grantor, its successors and assigns, without the requirement of any action on the part of Grantor. If the Pipeline is idle for a period of one (1) year, Grantee, at its sole expense, shall displace any

material or substance then in the Pipeline with an inert gas of a type, and in a manner, acceptable to Grantor. If requested by Grantor, Grantee shall remove the Pipeline, at its sole cost and expense, within ninety (90) days of Grantor's request.

2. This conveyance is made without warranty of any kind, express or implied.

3. The Easement affects only the Fifteen-Foot wide strip of land necessary to accommodate the Pipeline and similar rights may be granted to others for installation, maintenance, operation and use of facilities in close proximity thereto. Grantee shall not have and there is not granted any exclusive right of use and/or occupancy of any portion of Grantor's Land.

4. Grantee temporarily shall be granted access to such additional working room adjacent to the Easement as shown as "Temporary Construction Easement" on Exhibit "A". Temporary access to the Temporary Construction Easement identified in Exhibit A shall terminate on February 28, 2021.

5. Grantee shall notify Grantor a minimum of three (3) days prior to entering upon Grantor's Land for any reason, including but not limited to the start up of construction pursuant hereto. Such notice shall be given to Grantor's Fordtown LNG / Compressor Station office at telephone number 423-349-4121.

6. Grantee shall bury the Pipeline a minimum of thirty-six inches (36") below the surface of the ground, except where Grantee's Pipeline crosses existing facilities of Grantor, at which point the Pipeline will additionally be a minimum of twelve inches (12") below Grantor's facilities. Grantee shall be responsible for providing adequate cathodic protection, in accordance with recognized industry standards. During Grantee's construction, maintenance and operation of the Pipeline, no equipment or machinery shall be allowed to stand or operate over other pipelines or underground facilities until Grantee takes those precautions deemed reasonably necessary by Grantor, in its sole discretion, to protect those facilities.

7. Following completion of construction, maintenance, operation, protection and/or removal, Grantee shall clean up and restore the Grantor's Land to a condition at least as good as existed prior to said activity, provide as built plans to the Grantor, and shall pay Grantor for all damage, direct or indirect, to the Grantor's Land as a result of Grantee's activities..

8. Prior to the start of any construction activity on Grantor's Land, Grantee shall provide Grantor with a copy of its proposed safety plan associated with the construction for Grantee's review and approval.

9. Grantee shall be permitted reasonable ingress to and egress from Grantor's Land through existing roads and gates for all purposes incident to this grant, subject to Grantor's safety and security requirements then in effect.

10. Grantor herein reserves the right to use fully Grantor's Land in any manner that will not unreasonably interfere with Grantee's Pipeline. Should Grantor, in its use and development of the Grantor's Land, require any reasonable alteration or relocation of the Pipeline, then at Grantor's request Grantee, at its sole cost and expense, shall so alter or relocate the Pipeline within Grantor's Land, so long as a reasonable location exists on Grantor's Land. Should no location exist on Grantor's Land for Grantee's Pipeline, Grantee shall be required, at its sole cost and expense, to relocate the Pipeline off of Grantor's Land. Grantor agrees to provide an easement for the relocated or altered Pipeline. Grantor also reserves the right to require the route or location of the Pipeline be changed prior to or during construction of said Pipeline.

11. Grantee, its employees, agents, invitees, successors and assigns shall exercise Grantee's rights hereunder at Grantee's sole risk and expense, and shall be liable for any and all claims, actions, loss, damages, costs, expenses including, without limitation, legal fees and court costs, and liability of any nature, in tort or contract, arising out of Grantee's ownership, operation and maintenance of the Pipeline on Grantor's Land. Grantee, its successors and assigns shall also indemnify and hold Grantor, its officers, directors, employees, representatives, affiliates, successors and assigns harmless from and against any and all claims, actions, loss, damages, costs, expenses including, without limitation, legal fees and court costs, and liability of any nature, in tort or contract, even if caused or contributed to by the joint or concurrent negligence of Grantor or its representatives or contractors with any other party, including Grantee, and which results from, arises out of, or is connected with the exercise of the rights granted herein, including but not limited to the breach, violation or nonperformance of any obligation of Grantee, its employees, agents, invitees, successors and assigns to be observed or performed hereunder to the extent permitted by Tennessee law..

12. Grantee represents that no hazardous substance, as that term is defined in the Federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), petroleum or petroleum products, "asbestos material", as that term is defined in 40 CFR 61.41 (1987), polychlorinated biphenyls (PCBs), or "solid waste", as that term is defined in the Federal Resource Conservation Recovery Act (RCRA), will be leaked, spilled, deposited or otherwise released on to the Grantor's Land. In the event that any of the said above referenced materials are discovered on Grantor's Land, Grantee shall immediately notify Grantor of the discovery and existence of said

materials. Full responsibility for the handling, remediation, treatment, storage or disposal of any such hazardous substance, petroleum or petroleum product, asbestos material, PCBs or solid waste discovered on Grantor's Land shall remain with the Grantee, and Grantee shall clean up and restore Grantor's Land to a condition at least as good as existed prior to said activity or event, and Grantee shall pay Grantor or all damages, direct or indirect, resulting therefrom, unless said release is shown not to be related to Grantee's facilities or to be due to the sole negligence of Grantor. In such case Grantee's responsibility shall include the handling of such materials in compliance with all environmental laws including federal, state and local laws, rules and regulations. Grantee agrees to indemnify Grantor for any loss, injury, theft, damage to persons or property, or fines, penalties or compliance order issued by any governmental agency relating to pollution or protection of the environment including, without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, waste petroleum, toxic substances and hazardous substances occurring on Grantor's Land and caused by Grantee's use and occupancy, unless due to the sole negligence of Grantor to the extent permitted by Tennessee law. This indemnity shall survive the termination of this grant. At the termination of this grant, Grantee agrees to return Grantor's Land to Grantor in an environmental condition equal to, or better, than that existing prior to the commencement of activities of Grantee.

13. Grantee shall obtain insurance for its obligations under this Grant of Easement, and shall require any third party, contractor or subcontractor doing or providing any work on Grantor's Land in connection with this Grant of Easement to provide insurance for such obligations, including Comprehensive General Liability, including contractually assumed liability, including environmental liability, in an amount not less than five million dollars per occurrence. Grantor and its affiliates shall be named as additional insureds on said policy or policies.

14. It is agreed that this easement covers the entire agreement between the parties. No representations or statements, verbal or written have been made modifying, adding to, or changing the terms of this easement. The terms and provisions hereof shall inure to the benefit of and be binding upon Grantor, Grantee and their permitted representatives, successors and assigns; provided, however, neither this easement nor any right or obligation of Grantee may be assigned by Grantee in whole or in part without the prior written consent of Grantor, except to Grantee's parent company, another wholly-owned subsidiary of such parent or its mortgagee.

[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 3rd day of March, 2020.

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PATRICK W. SHULL, MAYOR

ATTEST:

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SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## GRANT OF EASEMENT

STATE OF TENNESSEE     §  
                                     §  
COUNTY OF SULLIVAN   §

KNOW ALL BY THESE PRESENTS, that the undersigned EAST TENNESSEE NATURAL GAS, LLC, (hereinafter called "Grantor", whether one or more), for and in consideration of the sum of TWO THOUSAND ONE HUNDRED THIRTY DOLLARS and 00/100 Dollars (\$2,130.00) and other valuable consideration paid by The CITY OF KINGSFORT, TENNESSEE (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto Grantee, its successors and assigns, a nonexclusive right of way and easement FIFTEEN FEET in width (the "Easement") to construct, maintain, operate, protect and remove an eight-inch inch pipeline for the transportation of sewage (the "Pipeline") at a depth of no less than 36 inches below the ground surface under and through lands which Grantor owns or in which Grantor has an interest, situated in the County of Sullivan, State of Tennessee, more particularly described as follows:

Being the land described in a Deed from William P. Bailey, Jr. and wife Elizabeth D. Bailey, to the herein Grantor, dated October 23, 1981, and recorded in Deed Book 2298C, Page 698, in the records of Sullivan County, Tennessee ("Grantor's Land").

The Pipeline and Easement are shown on the drawing, which is attached hereto as Exhibit "A" and made part hereof.

TO HAVE AND TO HOLD the Easement unto Grantee, its successors and assigns, subject to the following:

1. Grantee may use the Easement for so long as the Pipeline is used for the transportation of sewage, as stated above; however, should the Pipeline cease to be so used for a continuous period of two (2) years, all rights granted hereunder with respect to the Easement shall terminate and revert to Grantor, its successors and assigns, without the requirement of any action on the part of Grantor. If the Pipeline is idle for a period of one (1) year, Grantee, at its sole expense, shall displace any material or substance then in the Pipeline with an inert gas of a type, and in a manner, acceptable to Grantor. If requested by Grantor, Grantee shall remove the Pipeline, at its sole cost and expense, within ninety (90) days of Grantor's request.
2. This conveyance is made without warranty of any kind, express or implied.
3. The Easement affects only the Fifteen-Foot wide strip of land necessary to accommodate the Pipeline and similar rights may be granted to others for installation, maintenance, operation and use of facilities in close proximity thereto. Grantee shall not have and there is not granted any exclusive right of use and/or occupancy of any portion of Grantor's Land.
4. Grantee temporarily shall be granted access to such additional working room adjacent to the Easement as shown as "Temporary Construction Easement" on Exhibit "A". Temporary access to the Temporary Construction Easement identified in Exhibit A shall terminate on February 28, 2021.
5. Grantee shall notify Grantor a minimum of three (3) days prior to entering upon Grantor's Land for any reason, including but not limited to the start up of construction pursuant hereto. Such notice shall be given to Grantor's Fordtown LNG / Compressor Station office at telephone number 423-349-4121.
6. Grantee shall bury the Pipeline a minimum of thirty-six inches (36") below the surface of the

ground, except where Grantee's Pipeline crosses existing facilities of Grantor, at which point the Pipeline will additionally be a minimum of twelve inches (12") below Grantor's facilities. Grantee shall be responsible for providing adequate cathodic protection, in accordance with recognized industry standards.

During Grantee's construction, maintenance and operation of the Pipeline, no equipment or machinery shall be allowed to stand or operate over other pipelines or underground facilities until Grantee takes those precautions deemed reasonably necessary by Grantor, in its sole discretion, to protect those facilities.

7. Following completion of construction, maintenance, operation, protection and/or removal, Grantee shall clean up and restore the Grantor's Land to a condition at least as good as existed prior to said activity, provide as built plans to the Grantor, and shall pay Grantor for all damage, direct or indirect, to the Grantor's Land as a result of Grantee's activities..

8. Prior to the start of any construction activity on Grantor's Land, Grantee shall provide Grantor with a copy of its proposed safety plan associated with the construction for Grantee's review and approval.

9. Grantee shall be permitted reasonable ingress to and egress from Grantor's Land through existing roads and gates for all purposes incident to this grant, subject to Grantor's safety and security requirements then in effect.

10. Grantor herein reserves the right to use fully Grantor's Land in any manner that will not unreasonably interfere with Grantee's Pipeline. Should Grantor, in its use and development of the Grantor's Land, require any reasonable alteration or relocation of the Pipeline, then at Grantor's request Grantee, at its sole cost and expense, shall so alter or relocate the Pipeline within Grantor's Land, so long as a reasonable location exists on Grantor's Land. Should no location exist on Grantor's Land for Grantee's Pipeline, Grantee shall be required, at its sole cost and expense, to relocate the Pipeline off of Grantor's Land. Grantor agrees to provide an easement for the relocated or altered Pipeline. Grantor also reserves the right to require the route or location of the Pipeline be changed prior to or during construction of said Pipeline.

11. Grantee, its employees, agents, invitees, successors and assigns shall exercise Grantee's rights hereunder at Grantee's sole risk and expense, and shall be liable for any and all claims, actions, loss, damages, costs, expenses including, without limitation, legal fees and court costs, and liability of any nature, in tort or contract, arising out of Grantee's ownership, operation and maintenance of the Pipeline on Grantor's Land. Grantee, its successors and assigns shall also indemnify and hold Grantor, its officers, directors, employees, representatives, affiliates, successors and assigns harmless from and against any and all claims, actions, loss, damages, costs, expenses including, without limitation, legal fees and court costs, and liability of any nature, in tort or contract, even if caused or contributed to by the joint or concurrent negligence of Grantor or its representatives or contractors with any other party, including Grantee, and which results from, arises out of, or is connected with the exercise of the rights granted herein, including but not limited to the breach, violation or nonperformance of any obligation of Grantee, its employees, agents, invitees, successors and assigns to be observed or performed hereunder to the extent permitted by Tennessee law..

12. Grantee represents that no hazardous substance, as that term is defined in the Federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), petroleum or petroleum products, "asbestos material", as that term is defined in 40 CFR 61.41 (1987), polychlorinated biphenyls (PCBs), or "solid waste", as that term is defined in the Federal Resource Conservation Recovery Act (RCRA), will be leaked, spilled, deposited or otherwise released on to the Grantor's Land. In the event that any of the said above referenced materials are discovered on Grantor's Land, Grantee shall immediately notify Grantor of the discovery and existence of said materials. Full responsibility for the handling, remediation, treatment, storage or disposal of any such hazardous substance, petroleum or petroleum product, asbestos material, PCBs or solid waste discovered on Grantor's Land shall remain with the Grantee, and Grantee shall clean up and restore Grantor's Land to a condition at least as good as

existed prior to said activity or event, and Grantee shall pay Grantor or all damages, direct or indirect, resulting therefrom, unless said release is shown not to be related to Grantee's facilities or to be due to the sole negligence of Grantor. In such case Grantee's responsibility shall include the handling of such materials in compliance with all environmental laws including federal, state and local laws, rules and regulations. Grantee agrees to indemnify Grantor for any loss, injury, theft, damage to persons or property, or fines, penalties or compliance order issued by any governmental agency relating to pollution or protection of the environment including, without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, waste petroleum, toxic substances and hazardous substances occurring on Grantor's Land and caused by Grantee's use and occupancy, unless due to the sole negligence of Grantor to the extent permitted by Tennessee law. This indemnity shall survive the termination of this grant. At the termination of this grant, Grantee agrees to return Grantor's Land to Grantor in an environmental condition equal to, or better, than that existing prior to the commencement of activities of Grantee.

13. Grantee shall obtain insurance for its obligations under this Grant of Easement, and shall require any third party, contractor or subcontractor doing or providing any work on Grantor's Land in connection with this Grant of Easement to provide insurance for such obligations, including Comprehensive General Liability, including contractually assumed liability, including environmental liability, in an amount not less than five million dollars per occurrence. Grantor and its affiliates shall be named as additional insureds on said policy or policies.

13. It is agreed that this easement covers the entire agreement between the parties. No representations or statements, verbal or written have been made modifying, adding to, or changing the terms of this easement. The terms and provisions hereof shall inure to the benefit of and be binding upon Grantor, Grantee and their permitted representatives, successors and assigns; provided, however, neither this easement nor any right or obligation of Grantee may be assigned by Grantee in whole or in part without the prior written consent of Grantor, except to Grantee's parent company, another wholly-owned subsidiary of such parent or its mortgagee.

IN WITNESS WHEREOF, the Grantor and Grantee herein have duly executed this Grant of Easement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS:

EAST TENNESSEE NATURAL GAS, LLC

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned Officer, personally appeared \_\_\_\_\_, known to me as the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

\_\_\_\_\_  
Notary Public of the State of Texas

My commission expires: \_\_\_\_\_

WITNESS:

CITY OF KINGSPORT, TENNESSEE

STATE OF TENNESSEE

§  
§  
§

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned Officer, personally appeared \_\_\_\_\_, known to me as the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

\_\_\_\_\_  
Notary Public of the State of Tennessee

My commission expires: \_\_\_\_\_

This Document Prepared by and Return Recorded Document to:

SPECTRA ENERGY TRANSMISSION, LLC  
Rights of Way & Land Dept.  
5400 Westheimer Court  
Houston, Texas 77056

# EXHIBIT A



EAST TENN. NATURAL GAS, LLC  
DB 298C, PAGE 698  
TAX MAP 120  
PARCEL 2

TAYLOR PROPERTIES #1 L.P.  
TAX MAP 119  
PARCEL 56.1

TIE LINE  
N18°38'26"E  
186.81'

PARCEL 1  
PERMANENT SANITARY SEWER EASEMENT 7.5'  
EACH SIDE OF CENTER LINE= 3,612 SQ.FT.

S1°21'10"W  
203.93'

P.O.C. - IRON PIN

PARCEL 1  
TEMPORARY CONSTRUCTION EASEMENT 10' EACH  
SIDE OF PERMANENT EASEMENT= 4,637 SQ.FT.

TIE LINE  
S16°44'28"W  
39.97'

PROPOSED 8" O.D. PIPELINE

P.O.B.

S2°27'06"W  
40.68'

N80°15'02"E  
67.38'

PARCEL 2  
PERMANENT SANITARY SEWER EASEMENT 7.5'  
EACH SIDE OF CENTER LINE= 953 SQ.FT.

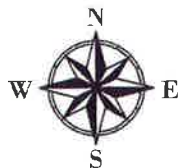
PARCEL 2  
TEMPORARY CONSTRUCTION EASEMENT 10' EACH  
SIDE OF PERMANENT EASEMENT= 1,061 SQ.FT.

BILLY MARTIN COPAS, ETAL  
TAX MAP 119  
PARCEL 55

MICHAEL H. STEELE  
TAX MAP 119  
PARCEL 54

MITCHELL ROAD

ALL BEARINGS KGRN  
(KINGSPORT GEODETIC  
REFERENCE NETWORK)



## SANITARY SEWER EASEMENTS ON EAST TENNESSEE NATURAL GAS, LLC TAX MAP 120, PARCEL 2

LOCATED IN THE 14TH CIVIL DISTRICT OF SULLIVAN CO., TN  
BRYAN S. DEAN, REGISTERED LAND SURVEYOR TENNESSEE NO 2977

OFFICE OF THE CITY ENGINEER  
DATE: 6-21-19

N-2614

KINGSPORT, TN  
SCALE: 1"=100'



## AGENDA ACTION FORM

### **Authorizing Certification of Local Government Approval for Family Promise of Greater Kingsport's 2020 Emergency Solutions Grant Application**

To: Board of Mayor and Aldermen  
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-60-2020  
 Work Session: March 2, 2020  
 First Reading: N/A

Final Adoption: March 3, 2020  
 Staff Work By: Ken Weems  
 Presentation By: Ken Weems

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The Mayor's signature is required on the Certification of Local Government Approval form which will allow Family Promise to apply for the 2020 Emergency Solutions Grant. This form is created and required by the Tennessee Housing Development Agency (THDA). THDA is a pass-through agency for the HUD-funded Emergency Solutions Grant. Local government approval of activities is required for applicants providing shelter services in the county of the shelter's physical location.

#### **Attachments:**

1. Resolution
2. Certification of Local Government Approval for Non-Profit Organizations Form
3. THDA Letter of Explanation for Form Approval

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN ALL  
DOCUMENTS NECESSARY AND PROPER TO CERTIFY LOCAL  
GOVERNMENT APPROVAL FOR THE NON-PROFIT  
ORGANIZATION OF FAMILY PROMISE OF GREATER  
KINGSPORT 2020 EMERGENCY SOLUTIONS GRANT

WHEREAS, the City of Kingsport desires to authorize grant application for the non-profit entity of Family Promise of Greater Kingsport's 2020 Emergency Solutions Grant; 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 approve, in a form approved by the city attorney, certification of local government benefiting the general welfare of City of Kingsport residents with Family Promise of Greater Kingsport.

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

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

ADOPTED this the 3rd day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**CERTIFICATION OF LOCAL GOVERNMENT APPROVAL  
FOR NON-PROFIT ORGANIZATIONS**

I, \_\_\_\_\_,  
(Name and Title)

duly authorized to act on behalf of the \_\_\_\_\_  
(Name of Jurisdiction)

hereby approve the following shelter project(s) proposed by Family Promise of Greater Kingsport  
(Name of Nonprofit)

which is (are) located in: Kingsport, Tennessee  
(Name of Jurisdiction)

BY: _____ (Name and Title)	_____ (Date)
_____ (Signature)	_____ (Date)

**To be signed by local government official for Applicants applying for shelter only**

Ralph M. Perrey, Executive Director



February 24, 2020

Good Afternoon Mr. Weems,

Family Promise of Greater Kingsport has advised Tennessee Housing Development Agency (THDA) of the City of Kingsport's concern surrounding the Certificate of Local Government Approval form required for nonprofit organizations seeking 2020 Emergency Solutions Grants funding to undertake shelter activities.

THDA requires this form in accordance with 24 CFR §576.202(a)(2), which states:

§ 576.202 Means of carrying out grant activities.

(a) States. If the recipient is a State, the recipient may use an amount consistent with the restrictions in § 576.100 and § 576.108 to carry out administrative activities through its employees or procurement contracts. If the recipient is a State, and has been identified as the HMIS lead by the Continuum of Care, the State may use funds to carry out HMIS activities set forth in § 576.107(a)(2). ***The recipient must sub grant the remaining funds in its fiscal year grant to:***

(1) Units of general purpose local government in the State, which may include metropolitan cities and urban counties that receive ESG funds directly from HUD; or

(2) ***Private nonprofit organizations, provided that for emergency shelter activities the recipient obtains a certification of approval from the unit of general purpose local government for the geographic area in which those activities are to be carried out.***

Further, in accordance with the THDA 2020 ESG Program Description, each application from a nonprofit organization must contain PART VII: Certification of Local Government Approval specific to the emergency shelter housing and service locations that it controls within each jurisdiction. This attachment must be submitted to THDA at the time of application. If the organization intends to provide emergency shelter assistance in a number of jurisdictions, a certification of approval must be submitted by each unit of local government in which the emergency shelter activities are to be located.

I hope this explanation sufficiently details the reason behind the request by Family Promise of Greater Kingsport the Certificate of Local Government Approval is necessary.

Thank you,

Cynthia Peraza,  
Director of Community Programs



Andrew Jackson Building Third Floor - 502 Deaderick St. - Nashville, TN 37243  
[THDA.org](http://THDA.org) - (615) 815-2200 - Toll Free: 800-228-THDA

THDA is an equal opportunity, equal access, affirmative action employer.

