



## **AGENDA**

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

**Monday, May 18, 2020, 4:30 p.m.  
City Hall, 225 W. Center St., Courtroom**

#### **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. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety, and welfare or all concerned in light of the COVID-19 virus.
4. Review of Items on May 19, 2020 Business Meeting Agenda
5. Adjourn

**Next Work Session June 1: CareHere Annual Review**

## BMA Report, May 18, 2020



### **Kingsport Employee Wellness, George DeCroes**

Kingsport Employee Wellness Utilization: May 2020

	01/01/2020 – 04/30/2020	05/01/2020 – 05/12/2020
<b>Total Utilization</b>	<b>86.7%</b>	<b>75.7%</b>
City – Active Employees	62.2%	67.8%
City – Dependents	32.8%	28.6%
City – Retirees	1.2%	0.0%
Extended-Patient Services/Other	0.0%	1.2%
Work Comp	0.3%	0.0%
No Show	3.5%	2.4%

### **Worker's Compensation, Mike Billingsley**

For the month of April 2020, the city had one recordable worker's compensation claim which is restricted duty.



# City of Kingsport

May 19, 2020

## Project Status in Pictures

### 1 Miracle Field

*The field dugouts are nearly complete and the special field material has been laid.*

### 3 Greenbelt Paving

*The paving project on the Greenbelt behind the Boys and Girls Club is complete.*

### 5 Lynn View Track

*Crews are finishing up the asphalt surface paving of the track. Paving is complete as of 5/15.*

### 2 New City Hall

*The future BMA meeting space is over half way complete, with decor being placed and carpet being installed.*

### 4 West Kingsport Force Main

*Crews are currently installing the force main in front of Cherokee Ice area along Netherland Inn Road.*





# 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	TDOT has revised the project scope as requested. Staff is working with TDOT on a contract amendment, which is expected to come to the BMA May 19th for consideration.
\$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	City staff working on ROW phase. Notices of proposed acquisition have been mailed and we are in process of hiring appraisal consultants.
\$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	Bypass pumping is operational and station is off line. Wet well has been cleaned and pressure washed. Finishing 16" force main on Keller.
\$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.	7/20/2020	Finishes continue on floors 3-5.
\$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.	8/28/2020	55 remote sites are transmitting data. Another 20 sites should be up week of 5/4/20. Staff working is working to ensure data is correct.
\$2,508,812.00	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	TEC contract signed April 24, 2020. Setting pre construcion meeting.
\$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	Consultant is working on NEPA document.
\$2,341,130.00	Kitty Frazier	<b>Miracle Field Complex</b>	Construction of ball field, playground, and amenities.	5/31/2020	Project complete except some IT equipment and minor punch list issues.
\$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	Architect is working on plans and having discussions with staff.
\$2,225,522.00		<b>City Hall Relocation - Phase 2</b>	Renovations of floors 1 & 2 for the consolidation of City offices to one location at 415 Broad Street.		Contract has been exectued. Preconstruction meeting with take place on 5/19/2020.



Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$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.	5/25/2020	Testing of pool equipment and training by manufacturers representative.
\$1,477,741.00	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.	9/3/2021	Contractor to begin work in the fall.
\$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	Barge is working on NEPA documents.
\$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 to perform this work contingent upon FY20, FY21 budget adjustment decisions.
\$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	Advertise for bids on 5/24/2020, bid opening 6/17/2020
\$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	Contractor expects to resume construction in May depending on Weather conditions.
\$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	Contractor to mobilize for work on East Sullivan Street on May 26th.
\$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	G&L to begin Allandale Tank May 18th.
\$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	Advertise for bids on 5/24/2020, bid opening 6/17/2020
\$481,183.00	Ryan McReynolds	<b>Wilcox Bridge (Wilcox Dr. &amp; E. Sullivan St.)</b>	Bridge re-painting and landscaping	7/1/2020	Contractor will begin work on 5/18/2020.
\$464,703.10	Chad Austin	<b>Border Regions Sanitary Sewer Extension - Tri Cities Crossing Area</b>	Sanitary sewer extension in the vicinity of the Tri Cities Crossing proposed development	8/1/2020	Contractor to begin work on 5/18/20.
\$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.
\$376,352.00	Michael Thompson	<b>Area 10-Phase 2 Contracted Concrete</b>	Replacing concrete roadway panels along Hollywood Drive	9/8/2020	Contractor has completed 90% of the work.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$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
\$51,150.00		<b>Exhaust Systems Repair and Maintenance Fire Stations 1-8</b>	Repairs, upgrades, and maintenance to Fire Stations 1 - 8 Fume Exhaust Systems.	6/17/2020	Final work on Station 8 this week.



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## **AGENDA**

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

#### **BUSINESS MEETING**

**Tuesday, May 19, 2020, 7:00 p.m.  
City Hall, 225 W. Center St., Courtroom**

#### **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  
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**

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

**III.B.** A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety, and welfare or all concerned in light of the COVID-19 virus.

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

None



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

None

#### **V. APPROVAL OF MINUTES**

1. Work Session – May 4, 2020
2. Business Meeting – May 5, 2020
3. Called Meeting April 29, 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. Amend the FY 2020 School Special Projects Fund Budget (AF: 125-2020) (David Frye)
  - Ordinance – First Reading
2. Amend the FY 2020 Schools Federal Projects Fund Budget (AF: 124-2020) (David Frye)
  - Ordinance – First Reading
3. Amend the FY 2020 General Purpose School Fund and School Nutrition Fund Budgets (AF: 123-2020) (David Frye)
  - Ordinance – First Reading

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

1. Budget Adjustment Ordinance for Various Funds in FY20 (AF: 103-2020) (Chris McCartt)
  - Ordinance – Second Reading and Final Adoption

##### **D. OTHER BUSINESS**

1. Apply for and Accept a Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant from the Federal Transit Administration Grant and U.S. Department of Transportation (AF: 118-2020) (Chris Campbell)
  - Resolution
2. Approving a Contract Amendment for A&E Services for KATS Vehicle Storage and Maintenance Facility Project (AF: 119-2020) (Chris Campbell)
  - Resolution

3. Amend TDOT Agreement for Widening of Rock Spring Road from Cox Hollow Road to I-26 (AF: 70-2020) (Ryan McReynolds)
  - Resolution
4. Adopting the Sullivan County, Tennessee Multi-Hazard Mitigation Plan (AF: 120-2020) (Terry Arnold, Savannah Garland)
  - Resolution
5. Contract Renewal with Cartegraph Systems LLC for Asset Management (AF: 105-2020) (Ryan McReynolds)
  - Resolution
6. Authorizing the Industrial Development Board of the City of Kingsport, Tennessee to Execute a Payment in Lieu of Tax (PILOT) Provision (AF: 121-2020) (Chris McCartt)
  - Resolution

## **VII. CONSENT AGENDA**

1. Reject the Bids Received for the Meadowview Roof Replacement Project (AF: 115-2020) (Ryan McReynolds)
  - Resolution
2. Amend the Current Healthways Provider Agreement between Tivity Health Services LLC and the City of Kingsport to Include the Aquatic Center (AF: 117-2020) (Shirley Buchanan)
  - Resolution
3. Execute a Contract between the City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26 (AF: 114-2020) (Ryan McReynolds)
  - Resolution
4. Apply for and Receive Libraries Lead with Digital Skills Grant for the Library (AF: 126-2020) (Chris McCartt)
  - Resolution
5. Apply for and Receive LSTA Technology Grant for the Library (AF: 127-2020) (Chris McCartt)
  - Resolution

## **VIII. COMMUNICATIONS**

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

## **IX. ADJOURN**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, May 4, 2020, 4:30 PM  
Large Court Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding  
Vice-Mayor Colette George (via zoom call)  
Alderman Jennifer Adler (via zoom call)  
Alderman Betsy Cooper (via zoom call)  
Alderman Darrell Duncan (via zoom call)  
Alderman Tommy Olterman  
Alderman James Phillips (via zoom call)

City Administration

Chris McCartt, City Manager  
J Michael Billingsley, City Attorney  
Sid Cox, City Recorder/Chief Financial Officer  
Angie Marshall, City Clerk/Deputy City Recorder  
Ryan McReynolds, Deputy City Manager (via zoom call)  
Scott Boyd, Fire Chief (via zoom call)  
David Quillin, Police Chief (via zoom call)  
John Morris, Budget Officer (via zoom call)

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By City Recorder Cox.
3. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.  
**Mayor Shull made this declaration and each alderman verbally affirmed.**
4. **ELECTION REVIEW.** Jason Booher, Sullivan County Election Commission, joined the meeting electronically via zoom and answered questions from the board regarding the possibility of changing the stand alone city election date from May of odd number years to August or November of even number years to save money and combine with other elections. He discussed the pros and cons of August versus November, but pointed out the many benefits of changing to either one of those would save money and resources for the Election Commission office. He also reminded the board if they did not like the change they could move it back to May. Discussion followed. Mayor Shull stated he would not like the board to make a decision on this until the public could be present. Mr. Booher confirmed they would like a decision by October if possible.
5. **FY20 BUDGET REVIEW.** City Manager McCartt provided details on this item, thanking the staff who helped keep a conservative slant on the budget to keep it balanced during this difficult time.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, May 4, 2020**

**6. REVIEW OF AGENDA ITEMS ON THE MAY 5, 2020 REGULAR BUSINESS MEETING**

**AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. There were no items discussed at greater length or received specific questions or concerns.

Alderman Phillips commented on the passing of R.D. Hubbard, noting his major influence on Kingsport. Alderman Duncan thanked the staff for their work on the budget and Alderman Adler noted she was looking forward to the budget work sessions next week. Vice-Mayor George stated she missed meeting in person and looked forward to moving back to a more normal schedule. Mayor Shull pointed out the electronic meetings allowance from the governor expires May 18 unless it changes.

**7. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:52 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, May 5, 2020, 7:00 PM  
Large Court Room – City Hall

PRESENT: Board of Mayor and Aldermen  
Mayor Patrick W. Shull, Presiding  
Vice-Mayor Colette George (via zoom call)  
Alderman Jennifer Adler (via zoom call)  
Alderman Betsy Cooper (via zoom call)  
Alderman Darrell Duncan (via zoom call)  
Alderman Tommy Olterman  
Alderman James Phillips (via zoom call)

City Administration  
Chris McCartt, City Manager  
J Michael Billingsley, City Attorney  
Sidney H. Cox, City Recorder/Chief Financial Officer  
Angie Marshall, City Clerk/Deputy City Recorder

**I. CALL TO ORDER:** 7:00 p.m., by Mayor Patrick W. Shull.

**II.A. PLEDGE OF ALLEGIANCE TO THE FLAG:** Mayor Shull.

**II.B. INVOCATION:** Alderman Olterman.

**III.A. ROLL CALL:** By City Recorder Cox. All Present.

**III.B.** A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.  
**Mayor Shull made this declaration and each alderman verbally affirmed.**

**IV.A. RECOGNITIONS AND PRESENTATIONS.** None.

**IV.B. APPOINTMENTS/REAPPOINTMENTS.** None.

**V. APPROVAL OF MINUTES.**

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

- A. April 20, 2020 Regular Work Session
- B. April 21, 2020 Regular Business Meeting

Approved 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, May 5, 2020**

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.** None.

**PUBLIC COMMENT.** None.

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

**1. Budget Adjustment for Various Funds in FY20 (AF: 103-2020)**  
(Chris McCartt).

Motion/Second: Olterman/Duncan, to amend: In Section III, page 10 in the line for 311-0000-601.90-03 Improvements change the number zero and to the 252,000, and in the line following labeled Total change the number zero to the number 252,000

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

Motion/Second: Phillips/George, to pass as amended:

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

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

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

**1. Appropriate Funds for Materials Agreement with The Edinburgh Group, LLC Related to the Gibson Springs Phase 2 Development (AF: 90-2020)**  
(Ryan McReynolds).

Motion/Second: Olterman/George, to pass:

**ORDINANCE NO. 6856**, AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE GIBSON SPRINGS PHASE 2 MATERIALS AGREEMENT PROJECTS (WA2053 AND SW2053); 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."

**2. Budget Adjustment for the General Projects-Special Revenue Fund (AF: 102-2020) (Chris McCartt).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 5, 2020**

Motion/Second: Olterman/Adler, to pass:

**ORDINANCE NO. 6857**, AN ORDINANCE TO AMEND GENERAL PROJECTS-SPECIAL REVENUE FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2020; 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."

**D. OTHER BUSINESS.**

**1. Bid Award for Purchase of Concrete for FY21 (AF: 108-2020)**  
(Ryan McReynolds).

Motion/Second: Duncan/George, to pass:

**Resolution No. 2020-181**, A RESOLUTION AWARDED THE BID FOR PURCHASE OF CONCRETE TO READY MIX USA, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

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

**2. Bid Award for Purchase of Asphalt for FY21 (AF: 109-2020)**  
(Ryan McReynolds).

Motion/Second: Adler/Phillips, to pass:

**Resolution No. 2020-182**, A RESOLUTION AWARDED THE BID FOR PURCHASE OF ASPHALT TO W-L CONSTRUCTION AND PAVING COMPANY, INC., PAVEWELL PAVING COMPANY, INC., AND SUMMERS-TAYLOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

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

**3. Bid Award for Purchase of Crushed Stone for FY21**  
(AF: 110-2020) (Ryan McReynolds).

Motion/Second: George/Duncan, to pass:

**Resolution No. 2020-183**, A RESOLUTION AWARDED THE BID FOR PURCHASE OF CRUSHED STONE TO VULCAN CONSTRUCTION MATERIALS, LP AND AUTHORIZING THE CITY MANAGER TO EXECUTE BLANKET PURCHASE ORDERS FOR THE SAME

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

**4. Approve a Right of Entry Granted to the Tennessee Department of Transportation for the Purpose of Inspecting the Stability of the Ground Along Interstate 26 (AF: 113-2020)** (Ryan McReynolds).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 5, 2020**

Motion/Second: Olterman/George, to pass:

**Resolution No. 2020-184**, A RESOLUTION GRANTING THE TENNESSEE DEPARTMENT OF TRANSPORTATION THE RIGHT TO ENTER FOR THE PURPOSE OF INSPECTION OF PROPERTY OWNED BY THE CITY OF KINGSFORT ON THE NORTHEASTERLY SLOPE OF BAYS MOUNTAIN ALONG INTERSTATE 26

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

**5. Purchase Furnishings for City Hall Relocation at 415 Broad Street (AF: 44-2020) (Ryan McReynolds).**

Motion/Second: Phillips/Cooper, to pass:

**Resolution No. 2020-185**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO WORKSPACE INTERIORS FOR FURNISHINGS FOR CITY HALL LOCATED AT 415 BROAD STREET

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

**6. Purchase Information Technology (IT) Equipment for City Hall Relocation Located at 415 Broad Street (AF: 104-2020) (Ryan McReynolds).**

Motion/Second: Adler/George, to pass:

**Resolution No. 2020-186**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CONNECTION PUBLIC SECTOR SOLUTIONS FOR INFORMATION TECHNOLOGY EQUIPMENT FOR CITY HALL LOCATED AT 415 BROAD STREET

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

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

Motion/Second: George/Adler, to adopt:

**1. Apply and Receive a DOJ-Office of Justice Programs Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant (AF: 106-2020) (David Quillin).**

Pass:

**Resolution No. 2020-187**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS' BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP (BVP) REIMBURSEMENT GRANT

Passed 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, May 5, 2020**

**2. Apply and Receive COVID-19 Reimbursement through the Tennessee Emergency Management (TEMA) COVID-19 Public Assistance FEMA-4515-DR-TN (AF: 107-2020) (Scott Boyd, Barry Brickey).**

Pass:

**Resolution No. 2020-188**, A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON THE GRANT APPLICATION FOR A COVID-19 REIMBURSEMENT PUBLIC ASSISTANCE FEMA-4515-DR-TN GRANT FROM TENNESSEE EMERGENCY MANAGEMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS TO APPLY FOR A RECEIVE SUCH GRANT

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

**VIII. COMMUNICATIONS.**

- A. CITY MANAGER.** Mr. McCartt stated his appreciation to the BMA for their support as well as to all the staff for working through this budget. He also stated staff is continuing to look at reopening city facilities and will keep the citizens informed and up to date.
- B. MAYOR AND BOARD MEMBERS.** Alderman Phillips wished his wife a happy birthday. He thanked staff for the budget in light of everything going on. Mr. Phillips also stated he has heard from some citizens who do not want the election date moved. Alderman Duncan congratulated the local high school seniors, noting Dobyns Bennett is scheduled to have a graduation ceremony in July. He also commented on Mother's Day and Teacher Appreciation Day. Alderman Adler made comments on a remarkable virtual presentation she had viewed, noting it may not have been presented as such under different circumstances. She also pointed out STREAMWORKS will be having virtual camps this summer and encouraged parents to enroll their kids. Finally, she recognized college graduates in addition to the high school seniors. Alderman Cooper encouraged everyone to continue healthy practices and stay safe. Alderman Olterman stated they are looking at how to open up these meetings for public participation. He echoed sentiments regarding the graduates and recognized his grandkids. Vice-Mayor George stated she was happy to see businesses opening back up but encouraged citizens to stay home if they did not feel comfortable getting out. She thanked staff for their work on the budget, asking everyone to support local business which will benefit the budget. Mayor Shull commented on the City's water plant, pointing out that it was definitely an essential business with essential workers. He commented on the National Day of Prayer this Thursday, noting he had intended to have a prayer breakfast as a sponsor had stepped forward, but cancelled it due to COVID. Lastly, he encouraged citizens to submit their comments on the budget or whatever topic they chose to the BMA via phone calls or email.
- C. VISITORS.** None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 5, 2020**

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 7:52 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor

Minutes of the Called Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Wednesday, April 29, 2020, 1:30 PM  
Large Court Room – City Hall

PRESENT: Board of Mayor and Aldermen  
Mayor Patrick W. Shull, Presiding  
Vice-Mayor Colette George (via zoom call)  
Alderman Jennifer Adler (via zoom call – logged on directly after roll call)  
Alderman Betsy Cooper (via zoom call)  
Alderman Darrell Duncan (via zoom call)  
Alderman Tommy Olterman  
Alderman James Phillips

City Administration  
Chris McCartt, City Manager  
J Michael Billingsley, City Attorney  
Sidney H. Cox, City Recorder/Chief Financial Officer  
Angie Marshall, City Clerk/Deputy City Recorder  
David Quillin, Police Chief

- I. **CALL TO ORDER:** 1:30 p.m., by Mayor Patrick W. Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Alderman Olterman
- II.B. **INVOCATION:** Alderman Cooper
- III. **ROLL CALL:** By City Recorder Cox. All Present.
- IV. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.  
**Each board member verbally affirmed their agreement with this declaration.**
- V. **OTHER BUSINESS.**

1. **Approve a Proclamation of Emergency Set Forth in Executive Order 20-05, and Approving Future Executive Orders Issued by the Mayor and City Manager** (AF: 111-2020) (Chris McCartt). Mr. McCartt explained the reason for the called meeting. Mayor Shull provided details, pointing out that the City of Kingsport is complying with the Governor's orders as well as with Sullivan County's, noting they are changing on a day to day basis. He confirmed that local restrictions are not stricter than those set by the state. The mayor also stated the benefit of these emergency orders might qualify the city for possible grant assistance down the road. City Attorney Billingsley noticed an error in the resolution presented referencing Executive Order 29 when it should be Executive Order 30 and asked the board to amend this. Alderman Duncan made a motion to do so, seconded by Alderman Phillips. The amendment passed unanimously in a roll call vote.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Wednesday, April 29, 2020**

Motion/Second: Olterman/George, to pass:

**Resolution No. 2020-180**, A RESOLUTION APPROVING A PROCLAMATION OF EMERGENCY RELATIVE TO THE COVID-19 VIRUS AND ADOPTION OF THE SULLIVAN COUNTY COVID-19 PHASE ONE PUBLIC HEALTH ORDER NUMBER TWO PROVISIONS ISSUED BY THE SULLIVAN COUNTY REGIONAL HEALTH DEPARTMENT, AND APPROVAL OF ANY EXTENSION OR RENEWAL OF THE PROCLAMATION OF EMERGENCY BY THE MAYOR AND CITY MANAGER DURING THE PERIOD IN WHICH THE SULLIVAN COUNTY COVID-19 PHASE ONE PUBLIC HEALTH ORDER NUMBER TWO REMAINS IN EFFECT

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

**VI. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 1:53 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor





## AGENDA ACTION FORM

### Amend the FY 2020 School Special Projects Fund Budget

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

Action Form No.: AF-125-2020  
 Work Session: May 18, 2020  
 First Reading: May 19, 2020

Final Adoption: June 2, 2020  
 Staff Work By: David Frye  
 Presentation By: David Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

On May 12, 2020, the Board of Education approved an amendment to the FY 2019-2020 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is \$1,130,465 based on estimated amounts. There has been three new projects added, two projects removed, and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$36,608. This makes the amended total \$1,167,073.

#### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four – FY2020

Funding source appropriate and funds are available: *pm*

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: *av*

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

## ORDINANCE NO. \*\*\*\*

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2020 SCHOOL SPECIAL  
PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE  
DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2020 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
CSH020 Coordinated School Health	100,000	0	100,000
FRC020 Family Resource Center	29,612	5,600	35,212
FP6020 Fuel Up To Play 60	0	2,700	2,700
HAG020 Homeless Assistance	55,000	3,500	58,500
KTIP20 Kingsport Truancy Intervention	53,720	0	53,720
LIFE20 Niswonger Rural Life20rant	0	100,577	100,577
PK5120 Pre-K Expansion Grant System-Wide	583,875	5,531	589,406
PL1020 Project Lead the Way Grant-Sevier	0	5,000	5,000
RRCN20 Read to be Ready Coaching Network	10,000	(10,000)	0
SSA020 Safe Schools Act	150,000	(24,840)	125,160
STEM20 Summer STEM Camp	50,000	(50,000)	0
Transfer from General School Fund	98,258	(1,460)	96,798
<b>Totals:</b>	<b>1,130,465</b>	<b>36,608</b>	<b>1,167,073</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	641,875	(52,719)	589,156
Support Services	488,590	89,327	577,917
Non-Instructional Services	0	0	0
Capital Outlay	0	0	0
Other	0	0	0
<b>Totals:</b>	<b>1,130,465</b>	<b>36,608</b>	<b>1,167,073</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:

May 12, 2020

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

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STUDENT TICKET SUBSIDY GRANT**

Jackson, Johnson, Lincoln, Roosevelt, and Washington schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by \$7,800 and that the appropriations for Principal's Other Charges be increased by \$7,800.

**ITEM TWO: BEP FUNDS/TEACHER SALARIES**

The final allocation for BEP funds was \$31,833,000. This is \$205,000 more than the estimated amount in the FY 20 budget, which was based on the April estimate. These funds will be used to offset the expense of teacher salaries that were added after the year began, in order to meet class size requirements. It recommended that the estimate for BEP funds and the appropriation for Teacher Salaries be increased by \$205,000.

**ITEM THREE: MISCELLANEOUS TRANSFERS**

1. Dobyys-Bennett has requested to transfers funds from their Instructional Supplies (\$19,000), Student Travel (\$8,500), Library Books (\$12,000), Repair of Library Books (\$2,100), Periodicals (\$3,300), Teacher Staff Development (\$3,000), and Principal Travel (\$2,500) accounts to their Non-Instructional Equipment account (\$50,400). These funds will be generally be used to replace student and teacher desks and chairs and announcement TVs.
2. Dobyys-Bennett CTE has requested to transfer \$21,350 from their Instructional Contracted Services account to their Support Capital Equipment account. These funds will be used to fund the purchase of a van for CTE use.
3. Jackson Elementary has requested to transfer funds from their Awards and Dues (\$370), Staff Development (\$1,000), and Principal Travel (\$818) accounts to their Non-Instructional Equipment account (\$2,188).
4. Roosevelt Elementary has requested to transfer \$500 from their Printing account to their Non-Instructional Equipment account.
5. Cora Cox Academy has requested to transfer \$1,000 from their Printing account to their Instructional Supplies and Materials account.

It is recommended that these transfers be approved.

**SCHOOL NUTRITION FUND**

Since the beginning of school closure, we have been providing and delivering meals to children under the age of 18. This has involved more hours and personnel than is provided for in the budget,

as well as additional food and supply costs. This will also generated additional federal revenue. It is recommended that the estimated revenue for USDA – Other be increased by \$200,000 and that the appropriations be increased for wages (\$100,000), food supplies (\$75,000) and other supplies (\$25,000).

### **FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$4,930,276. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a CTE Perkins Reserve Consolidated grants for a total \$50,000. Due to the coronavirus pandemic we have received the CARES (Coronavirus Aid, Relief, and Economic Security) Act grant (\$1,686,795) and the CARES ACT IDEA Technology grant (\$20,000). We have not yet received complete guidance on these grants, but have received the amounts. The Board will be updated at a future date on specifics of the expenditure of these funds. All of the other grants have been increased be a total of \$458,748.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by \$1,913,543. This will make the revised estimated revenue and appropriation amounts \$6,843,819.

### **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,130,465. The initial budgets for these grants were estimates based on previous year's information. We received the Niswonger RURAL Life grant of \$100,577, Project Lead the Way grant for \$5,000, and a Fuel Up To Play 60 grant for \$2,700. There is an increase to the Family Resource program of \$5,600 and the Homeless program of \$7,500 that are from local donations. The Read to be Ready grant was not funded this year and there will not be a STEM camp operated this summer. There was an increase in the State Pre-School grants of \$5,531, the Family Resource Center grant of \$600, a decrease in the Safe Schools Act grant of \$26,300 and the Homeless grant of \$5,000.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$36,608. This will make the revised estimated revenue and appropriation amounts \$1,167,073.

KINGSPORT CITY SCHOOLS  
SCHEDULE OF FEDERAL PROJECTS  
FISCAL YEAR 2019-2020

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,037,950		\$ 17,200	\$ 2,020,750
Title I, Part A: Neglected	9,572		72	9,500
Title II, Part A: Teacher and Principal Training and Recruiting	436,274	103,351		539,625
Title III, Part A: English Language Acquisition	8,609	\$ 29		8,638
Title IV	151,765		1,333	150,432
Consolidated Administration	147,263	19		147,282
IDEA, Part-B: Special Education	1,684,356		15,833	1,668,523
IDEA, Pre-School: Special Education	46,357	303		46,660
IDEA, Discretionary	20,000	57,702		77,702
IDEA, Discretionary Supplemental	6,850		76	6,774
CARES Act: IDEA Technology Partnership		20,000		20,000
CARES Act: ESSER		1,685,795		1,685,795
Transition School To Work	251,280			251,280
CTE Perkins Reserve Consolidated	0	50,000		50,000
Carl Perkins: Vocational	130,000	30,858		160,858
Total Federal Projects	\$ 4,930,276	\$ 1,948,057	\$ 34,514	\$ 6,843,819

KINGSPORT CITY SCHOOLS  
SCHEDULE OF SCHOOL SPECIAL PROJECTS  
FISCAL YEAR 2019-2020

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
				\$ -
Coordinated School Health	127,870			127,870
Family Resource Center	50,000	5,600		55,600
Fuel Up To Play 60		2,700		2,700
Homeless Education Program	55,000	3,500		58,500
Niswonger RURAL Life	-	100,577		100,577
Project Lead the Way	-	5,000		5,000
Read To Be Ready Coaching Network	10,000		10,000	-
State - Pre-School Grant	583,875	5,531		589,406
Safe Schools Act Grant	200,000		26,300	173,700
Summer STEM Camp	50,000		50,000	-
Truancy Intervention Grant	53,720			53,720
Total School Special Projects	\$ 1,130,465	\$ 122,908	\$ 86,300	\$ 1,167,073





## AGENDA ACTION FORM

### Amend the FY 2020 Schools Federal Projects Fund Budget

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

Action Form No.: AF-124-2020  
 Work Session: May 18, 2020  
 First Reading: May 19, 2020

Final Adoption: June 2, 2020  
 Staff Work By: David Frye  
 Presentation By: David Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

On May 12, 2020, the Board of Education approved an amendment to the FY 2019-2020 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$4,930,276, based on estimated amounts. There are three new grants (including CARES Act Grants) and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$1,913,543. This makes the amended total \$6,843,819.

#### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four – FY2020

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]*

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

ORDINANCE NO. \*\*\*\*

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2020 SCHOOL  
FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO  
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2020 School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
ADMN20 Consolidated Administration	147,263	19	147,282
CPG020 Carl Perkins Grant	130,000	30,858	160,858
PRCN20 Carl Perkins Reserve Consolidated	0	50,000	50,000
PS2001 IDEA Pre-School	46,357	303	46,660
TSW020 Transition School to Work Grant	251,280	0	251,280
IDTP20 CARES Act: IDEA Tech. Partnership	0	20,000	20,000
CARE20 CARES Act: ESSER	0	1,685,795	1,685,795
T12001 Title I	2,037,950	(17,200)	2,020,750
T120N1 Title I Neglected	9,572	(72)	9,500
T22001 Title II	436,274	103,351	539,625
T32001 Title III	8,609	29	8,638
T42001 Title IV	151,765	(1,333)	150,432
T62001 IDEA Part-B	1,684,356	(15,833)	1,668,523
T620D1 IDEA Discretionary Supplemental	6,850	(76)	6,774
IDSE20 IDEA Discretionary	20,000	57,702	77,702
<b><i>Totals:</i></b>	<b>4,930,276</b>	<b>1,913,543</b>	<b>6,843,819</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	2,175,568	1,435,785	3,611,353
Support Services	2,305,282	473,755	2,779,037
Other Charges (Fund Transfers)	449,426	4,003	453,429
<b><i>Totals:</i></b>	<b>4,930,276</b>	<b>1,913,543</b>	<b>6,843,819</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.

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:

May 12, 2020

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

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STUDENT TICKET SUBSIDY GRANT**

Jackson, Johnson, Lincoln, Roosevelt, and Washington schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by \$7,800 and that the appropriations for Principal's Other Charges be increased by \$7,800.

**ITEM TWO: BEP FUNDS/TEACHER SALARIES**

The final allocation for BEP funds was \$31,833,000. This is \$205,000 more than the estimated amount in the FY 20 budget, which was based on the April estimate. These funds will be used to offset the expense of teacher salaries that were added after the year began, in order to meet class size requirements. It recommended that the estimate for BEP funds and the appropriation for Teacher Salaries be increased by \$205,000.

**ITEM THREE: MISCELLANEOUS TRANSFERS**

1. Dobyys-Bennett has requested to transfers funds from their Instructional Supplies (\$19,000), Student Travel (\$8,500), Library Books (\$12,000), Repair of Library Books (\$2,100), Periodicals (\$3,300), Teacher Staff Development (\$3,000), and Principal Travel (\$2,500) accounts to their Non-Instructional Equipment account (\$50,400). These funds will be generally be used to replace student and teacher desks and chairs and announcement TVs.
2. Dobyys-Bennett CTE has requested to transfer \$21,350 from their Instructional Contracted Services account to their Support Capital Equipment account. These funds will be used to fund the purchase of a van for CTE use.
3. Jackson Elementary has requested to transfer funds from their Awards and Dues (\$370), Staff Development (\$1,000), and Principal Travel (\$818) accounts to their Non-Instructional Equipment account (\$2,188).
4. Roosevelt Elementary has requested to transfer \$500 from their Printing account to their Non-Instructional Equipment account.
5. Cora Cox Academy has requested to transfer \$1,000 from their Printing account to their Instructional Supplies and Materials account.

It is recommended that these transfers be approved.

**SCHOOL NUTRITION FUND**

Since the beginning of school closure, we have been providing and delivering meals to children under the age of 18. This has involved more hours and personnel than is provided for in the budget,

as well as additional food and supply costs. This will also generated additional federal revenue. It is recommended that the estimated revenue for USDA – Other be increased by \$200,000 and that the appropriations be increased for wages (\$100,000), food supplies (\$75,000) and other supplies (\$25,000).

### **FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$4,930,276. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a CTE Perkins Reserve Consolidated grants for a total \$50,000. Due to the coronavirus pandemic we have received the CARES (Coronavirus Aid, Relief, and Economic Security) Act grant (\$1,686,795) and the CARES ACT IDEA Technology grant (\$20,000). We have not yet received complete guidance on these grants, but have received the amounts. The Board will be updated at a future date on specifics of the expenditure of these funds. All of the other grants have been increased be a total of \$458,748.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by \$1,913,543. This will make the revised estimated revenue and appropriation amounts \$6,843,819.

### **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,130,465. The initial budgets for these grants were estimates based on previous year's information. We received the Niswonger RURAL Life grant of \$100,577, Project Lead the Way grant for \$5,000, and a Fuel Up To Play 60 grant for \$2,700. There is an increase to the Family Resource program of \$5,600 and the Homeless program of \$7,500 that are from local donations. The Read to be Ready grant was not funded this year and there will not be a STEM camp operated this summer. There was an increase in the State Pre-School grants of \$5,531, the Family Resource Center grant of \$600, a decrease in the Safe Schools Act grant of \$26,300 and the Homeless grant of \$5,000.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$36,608. This will make the revised estimated revenue and appropriation amounts \$1,167,073.

KINGSPORT CITY SCHOOLS  
SCHEDULE OF FEDERAL PROJECTS  
FISCAL YEAR 2019-2020

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,037,950		\$ 17,200	\$ 2,020,750
Title I, Part A: Neglected	9,572		72	9,500
Title II, Part A: Teacher and Principal Training and Recruiting	436,274	103,351		539,625
Title III, Part A: English Language Acquisition	8,609	\$ 29		8,638
Title IV	151,765		1,333	150,432
Consolidated Administration	147,263	19		147,282
IDEA, Part-B: Special Education	1,684,356		15,833	1,668,523
IDEA, Pre-School: Special Education	46,357	303		46,660
IDEA, Discretionary	20,000	57,702		77,702
IDEA, Discretionary Supplemental	6,850		76	6,774
CARES Act: IDEA Technology Partnership		20,000		20,000
CARES Act: ESSER		1,685,795		1,685,795
Transition School To Work	251,280			251,280
CTE Perkins Reserve Consolidated	0	50,000		50,000
Carl Perkins: Vocational	130,000	30,858		160,858
Total Federal Projects	\$ 4,930,276	\$ 1,948,057	\$ 34,514	\$ 6,843,819

KINGSPORT CITY SCHOOLS  
SCHEDULE OF SCHOOL SPECIAL PROJECTS  
FISCAL YEAR 2019-2020

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
				\$ -
Coordinated School Health	127,870			127,870
Family Resource Center	50,000	5,600		55,600
Fuel Up To Play 60		2,700		2,700
Homeless Education Program	55,000	3,500		58,500
Niswonger RURAL Life	-	100,577		100,577
Project Lead the Way	-	5,000		5,000
Read To Be Ready Coaching Network	10,000		10,000	-
State - Pre-School Grant	583,875	5,531		589,406
Safe Schools Act Grant	200,000		26,300	173,700
Summer STEM Camp	50,000		50,000	-
Truancy Intervention Grant	53,720			53,720
	<hr/>			
Total School Special Projects	\$ 1,130,465	\$ 122,908	\$ 86,300	\$ 1,167,073



## AGENDA ACTION FORM

### Amend the FY 2020 General Purpose School Fund and School Nutrition Fund Budgets

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

Action Form No.: AF-123-2020  
 Work Session: May 18, 2020  
 First Reading: May 19, 2020

Final Adoption: June 2, 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 four at their meeting on May 12, 2020. This amendment increases the General Purpose School Fund budget by \$212,800. This increase is due to grants received at various schools from the Tennessee Arts Commission for ticket subsidies, for an increase in STATE BEP funds. There are also some miscellaneous self-balancing transfers for various schools and departments. There is also an increase in the School Nutrition Fund of \$205,000

#### Attachments:

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

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: *202*

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



ORDINANCE NO. \*\*\*\*

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2019-20 GENERAL PURPOSE SCHOOL FUND AND THE SCHOOL NUTRITION FUND BUDGETS; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number four to increase the estimated revenue for Other State Grants \$7,800 and BEP Funds by \$205,000. The expenditure budget will be changed by increasing the appropriations for Regular Instruction Teacher Salaries by \$205,000; Cora Cox-Instructional Supplies by \$1,000; Dobyys-Bennett CTE-Equipment by \$21,350; Dobyys-Bennett-Non Instructional Equipment by \$50,400; Jackson-Non Instructional Equipment by \$2,188; Roosevelt-Non Instructional Equipment by \$500; Jackson, Johnson, Lincoln, Roosevelt, and Washington schools Principals Office Other Charges by \$7,800; and to decrease the appropriation for Dobyys-Bennett-Instructional Supplies by \$19,000; Dobyys-Bennet –Student Travel by \$8,500; Dobyys-Bennett-Library Books by \$12,000; Dobyys-Bennett-Repair of Library Books by \$2,100; Dobyys-Bennett-Periodicals by \$3,300; Dobyys-Bennett-Teacher Staff Development by \$3,000; Dobyys-Bennett-Principal Travel by \$2,500; Dobyys-Bennett CTE Instructional Contracted Services by 21,350; Jackson-Awards and Dues by \$370; Jackson-Teacher Staff Development by \$1,000; Jackson-Principal Travel by \$818; Roosevelt-Printing by \$500; Cora Cox-Printing by \$1,000. To amend the School Nutrition Fund budget by increasing the estimated revenue for USDA-Other Revenue by \$200,000 and by increasing the appropriation for Cafeteria Workers Salaries and Wages by \$100,000; Food Supplies by \$75,000; Other Supplies and Materials by \$25,000.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 141: School Fund</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
141-0000-338-6511 State BEP Funds	31,628,000	205,000	31,833,000
141-0000-338-6980 Other State Grants	0	7,800	7,800
<b><i>Totals:</i></b>	<b>31,628,000</b>	<b>212,800</b>	<b>31,840,800</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Expenditures:</u></b>	\$	\$	\$
141-7150-711-0116 Reg Inst-teacher Salaries	989,800	205,000	1,194,800
141-7147-711-0429 Cora Cox-Inst. Supplies	6,000	1,000	7,000
141-7200-783-0790 Vocational–Other Equipment	11,400	21,350	32,750
141-7600-871-0790 D-B-Non-Inst Equipment	55,867	50,400	106,267
141-7615-871-0790 Jackson-Non Inst Equipment	7,529	2,188	9,717
141-7616-871-0790 Roosevelt-Non-Inst Equip	5,133	500	5,633
141-7215-801-0599 Jackson Principal Oth Chrg	0	1,600	1,600

141-7216-801-0599	Roosevelt Principal Oth Chrg	0	1,600	1,600
141-7225-801-0599	Johnson Principal Other Chrg	0	1,800	1,800
141-7235-801-0599	Lincoln Principal Other Chrg	0	1,600	1,600
141-7240-801-0599	Washington Prin Other Chrg	0	1,200	1,200
141-7100-711-0429	D-B-Instructional Supples	110,278	(19,000)	91,278
141-7200-773-0599	D-B-Student Travel	58,000	(8,500)	49,500
141-7200-781-0431	D-B-Library Books	31,542	(12,000)	19,542
141-7200-781-0432	D-B-Repair of Books	3,627	(2,100)	1,527
141-7200-781-0437	D-B-Periodicals	10,000	(3,300)	6,700
141-7200-781-0457	D-B-Staff Development	22,200	(3,000)	19,200
141-7200-801-0355	D-B-Principal Travel	5,300	(2,500)	2,800
141-7100-731-0399	Vocational-Contracted Ser	40,000	(21,350)	18,650
141-7215-781-0599	Jackson-Awards & Dues	1,407	(370)	1,037
141-7215-781-0457	Jackson-Staff Development	3,450	(1,000)	2,450
141-7215-801-0355	Jackson-Principal Travel	2,000	(818)	1,182
141-7215-781-0595	Roosevelt-Printing	1,025	(500)	525
141-7247-781-0595	Cora Cox-Printing	1,000	(1,000)	0
<b>Totals:</b>		<b>1,365,558</b>	<b>212,800</b>	<b>1,578,358</b>

**Account Number/Description:**

**Fund 147: School Nutrition Fund**

**Revenues:**

147-7350-337-7114 USDA – Other

**Totals:**

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$	\$	\$
0	200,000	200,000
<b>0</b>	<b>200,000</b>	<b>200,000</b>

**Account Number/Description:**

**Expenditures:**

147-7350-851-0165 Cafeteria Personnel

147-7350-851-0422 Food Supplies

147-7350-851-0499 Other Supplies

**Totals:**

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$	\$	\$
989,800	100,000	1,194,800
0	75,000	75,000
10,000	25,000	35,000
<b>999,800</b>	<b>200,000</b>	<b>1,199,800</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.

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:

May 12, 2020

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

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STUDENT TICKET SUBSIDY GRANT**

Jackson, Johnson, Lincoln, Roosevelt, and Washington schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by \$7,800 and that the appropriations for Principal's Other Charges be increased by \$7,800.

**ITEM TWO: BEP FUNDS/TEACHER SALARIES**

The final allocation for BEP funds was \$31,833,000. This is \$205,000 more than the estimated amount in the FY 20 budget, which was based on the April estimate. These funds will be used to offset the expense of teacher salaries that were added after the year began, in order to meet class size requirements. It recommended that the estimate for BEP funds and the appropriation for Teacher Salaries be increased by \$205,000.

**ITEM THREE: MISCELLANEOUS TRANSFERS**

1. Dobyys-Bennett has requested to transfers funds from their Instructional Supplies (\$19,000), Student Travel (\$8,500), Library Books (\$12,000), Repair of Library Books (\$2,100), Periodicals (\$3,300), Teacher Staff Development (\$3,000), and Principal Travel (\$2,500) accounts to their Non-Instructional Equipment account (\$50,400). These funds will be generally be used to replace student and teacher desks and chairs and announcement TVs.
2. Dobyys-Bennett CTE has requested to transfer \$21,350 from their Instructional Contracted Services account to their Support Capital Equipment account. These funds will be used to fund the purchase of a van for CTE use.
3. Jackson Elementary has requested to transfer funds from their Awards and Dues (\$370), Staff Development (\$1,000), and Principal Travel (\$818) accounts to their Non-Instructional Equipment account (\$2,188).
4. Roosevelt Elementary has requested to transfer \$500 from their Printing account to their Non-Instructional Equipment account.
5. Cora Cox Academy has requested to transfer \$1,000 from their Printing account to their Instructional Supplies and Materials account.

It is recommended that these transfers be approved.

**SCHOOL NUTRITION FUND**

Since the beginning of school closure, we have been providing and delivering meals to children under the age of 18. This has involved more hours and personnel than is provided for in the budget,

as well as additional food and supply costs. This will also generated additional federal revenue. It is recommended that the estimated revenue for USDA – Other be increased by \$200,000 and that the appropriations be increased for wages (\$100,000), food supplies (\$75,000) and other supplies (\$25,000).

### **FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$4,930,276. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a CTE Perkins Reserve Consolidated grants for a total \$50,000. Due to the coronavirus pandemic we have received the CARES (Coronavirus Aid, Relief, and Economic Security) Act grant (\$1,686,795) and the CARES ACT IDEA Technology grant (\$20,000). We have not yet received complete guidance on these grants, but have received the amounts. The Board will be updated at a future date on specifics of the expenditure of these funds. All of the other grants have been increased be a total of \$458,748.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by \$1,913,543. This will make the revised estimated revenue and appropriation amounts \$6,843,819.

### **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,130,465. The initial budgets for these grants were estimates based on previous year's information. We received the Niswonger RURAL Life grant of \$100,577, Project Lead the Way grant for \$5,000, and a Fuel Up To Play 60 grant for \$2,700. There is an increase to the Family Resource program of \$5,600 and the Homeless program of \$7,500 that are from local donations. The Read to be Ready grant was not funded this year and there will not be a STEM camp operated this summer. There was an increase in the State Pre-School grants of \$5,531, the Family Resource Center grant of \$600, a decrease in the Safe Schools Act grant of \$26,300 and the Homeless grant of \$5,000.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$36,608. This will make the revised estimated revenue and appropriation amounts \$1,167,073.

KINGSPORT CITY SCHOOLS  
SCHEDULE OF FEDERAL PROJECTS  
FISCAL YEAR 2019-2020

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,037,950		\$ 17,200	\$ 2,020,750
Title I, Part A: Neglected	9,572		72	9,500
Title II, Part A: Teacher and Principal Training and Recruiting	436,274	103,351		539,625
Title III, Part A: English Language Acquisition	8,609	\$ 29		8,638
Title IV	151,765		1,333	150,432
Consolidated Administration	147,263	19		147,282
IDEA, Part-B: Special Education	1,684,356		15,833	1,668,523
IDEA, Pre-School: Special Education	46,357	303		46,660
IDEA, Discretionary	20,000	57,702		77,702
IDEA, Discretionary Supplemental	6,850		76	6,774
CARES Act: IDEA Technology Partnership		20,000		20,000
CARES Act: ESSER		1,685,795		1,685,795
Transition School To Work	251,280			251,280
CTE Perkins Reserve Consolidated	0	50,000		50,000
Carl Perkins: Vocational	130,000	30,858		160,858
Total Federal Projects	\$ 4,930,276	\$ 1,948,057	\$ 34,514	\$ 6,843,819

KINGSPORT CITY SCHOOLS  
SCHEDULE OF SCHOOL SPECIAL PROJECTS  
FISCAL YEAR 2019-2020

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
				\$ -
Coordinated School Health	127,870			127,870
Family Resource Center	50,000	5,600		55,600
Fuel Up To Play 60		2,700		2,700
Homeless Education Program	55,000	3,500		58,500
Niswonger RURAL Life	-	100,577		100,577
Project Lead the Way	-	5,000		5,000
Read To Be Ready Coaching Network	10,000		10,000	-
State - Pre-School Grant	583,875	5,531		589,406
Safe Schools Act Grant	200,000		26,300	173,700
Summer STEM Camp	50,000		50,000	-
Truancy Intervention Grant	53,720			53,720
Total School Special Projects	\$ 1,130,465	\$ 122,908	\$ 86,300	\$ 1,167,073



## 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-103-2020  
 Work Session: May 4, 2020  
 First Reading: May 5, 2020

**Final Adoption:** May 19, 2020  
**Staff Work By:** Morris  
**Presentation By:** McCartt

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

That the General Projects Fund be amended by reducing the General Fund contribution to 30 different projects to return a total of \$2,458,678 to the General Fund. A list of projects is provided.

That the General Projects-Special Revenue Fund be amended by reducing the General Fund contribution to 8 different projects to return a total of \$841,322 to the General Fund.

That the MPO Fund be amended by reducing the Street Resurfacing project (MPO20A) by \$500,000. The cash match for this project is being replaced with identified bond funds and moved to Street Resurfacing (GP2034).

Two bond funded projects, the Higher Ed Parking Lot project (GP1907) and the Local Roads project (GP2000) were reduced and bond proceeds were dispersed to replace the decreased General Fund contributions for 18 of the 36 projects mentioned above.

The City Manager will present the full list of projects effected by this ordinance to the Board during the work session, and to the public during the business meeting.

#### Attachments:

1. List
2. 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: *SC*

	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-103-2020

Work Session: May 4, 2020

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Staff Work By: Morris

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Two bond funded projects, the Higher Ed Parking Lot project (GP1907) and the Local Roads project (GP2000) were reduced and bond proceeds were dispersed to replace the decreased General Fund contributions for 18 of the 36 projects mentioned above.

The City Manager will present the full list of projects effected by this ordinance to the Board during the work session, and to the public during the business meeting.

#### Attachments:

1. List
2. Ordinance

Funding source appropriate and funds are available: *gmm*

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. *SAA*

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

Redistribution of Projects Cash and Bond Proceeds								
Project #	Project Name	Current Budget	Cash Captured	Redistributed Bond Funds	Other Funds (Grants)	Revised Budget	Expended & Encumbered	Remaining Balance
GP1512	RIVER BEND	\$2,030,968	(\$145,564)	\$145,564		\$2,030,968	\$1,219,404	\$811,564
GP1614	LITIGATION CONTINGENCY	\$1,820	(\$1,820)			\$0	\$0	\$0
GP1630	PUBLIC ART	\$92,000	(\$8,021)			\$83,979	\$53,979	\$30,000
GP1701	AESTHETIC IMPROVEMENTS	\$350,000	(\$54)			\$349,946	\$349,946	\$0
GP1702	ONE KINGSFORT	\$668,975	(\$179,129)			\$489,846	\$489,846	\$0
GP1704	BAYS MOUNTAIN SEPTIC SYS	\$740,437	(\$280,812)			\$459,625	\$459,625	\$0
GP1706	KINGSFORT ENHANCEMENT	\$129,300	(\$2,601)			\$126,699	\$126,699	\$0
GP1730	HIGHER ED MAINTENANCE	\$14,002	(\$9,680)			\$4,322	\$4,322	\$0
GP1731	JUSTICE CENTER IMPROVEMTS	\$71,085	(\$18,599)	\$18,599		\$71,085	\$47,089	\$23,996
GP1750	GENERAL PROJECTS	\$539,758	(\$59,997)	\$175,812		\$655,573	\$92,354	\$563,219
GP1804	FIRE FACILITIES / CAPITAL	\$772,301	(\$14,087)	\$14,087		\$772,301	\$758,214	\$14,087
GP1808	SIGNAL POLE UPGRADES	\$308,367	(\$89,600)	\$89,600		\$308,367	\$144,381	\$163,986
GP1809	STREET LIGHTS	\$156,976	(\$28,938)	\$28,938		\$156,976	\$83,067	\$73,909
GP1816	GENERAL PARK IMPROVEMENTS	\$83,483	(\$12,000)	\$12,000		\$83,483	\$22,476	\$61,007
GP1821	ONE KINGSFORT	\$509,700	(\$90,890)			\$418,810	\$418,810	\$0
GP1822	AESTHETIC IMPROVEMENTS	\$390,000	(\$300,861)	\$300,861		\$390,000	\$390,000	\$0
GP1830	PENDRAGON SIDEWALKS	\$323,193	(\$23,600)			\$299,593	\$299,593	\$0
GP1832	BAYS MTN ROAD IMP	\$365,167	(\$122,643)			\$242,524	\$242,524	\$0
GP1833	BAYS MTN PARKING LOT IMP	\$565,804	(\$28,782)			\$537,022	\$537,022	\$0
GP1839	BAYS MTN NATURE CTR	\$99,846	(\$8,700)			\$91,146	\$60,366	\$30,780
GP1907	HIGHER ED PARKING LOT	\$319,723		(\$314,000)		\$5,723	\$5,723	\$0
GP1918	ONE KINGSFORT	\$455,000	(\$190,000)			\$265,000	\$240,000	\$25,000
GP1919	ADA SIGNAL UPGRADES	\$75,000	(\$44,150)	\$44,150		\$75,000	\$30,850	\$44,150
GP1923	RIVERFRONT LANDING	\$140,000	(\$100,619)	\$100,619		\$140,000	\$39,381	\$100,619
GP1925	POLICE STORAGE LOT	\$800	(\$800)			\$0	\$0	\$0
GP2000	LOCAL ROADS	\$2,000,000		(\$1,748,000)		\$252,000	\$21,227	\$230,773
GP2003	FIRE-FACILITIES/CAPITAL	\$631,634	(\$387,172)	\$387,172		\$631,634	\$62,713	\$568,921
GP2015	AEP SIDEWALK IMPROVEMENTS	\$440,000	(\$32,764)	\$32,764		\$440,000	\$408,382	\$31,618
GP2016	KINGSFORT ENHANCEMENT	\$250,000	(\$135,597)	\$135,597		\$250,000	\$114,402	\$135,598
GP2026	RIVERWALK	\$20,000	(\$20,000)	\$55,039		\$55,039	\$0	\$55,039
GP2029	CITY HALL BOARD ROOM	\$100,000	(\$100,000)			\$0	\$0	\$0
GP2032	VETERANS MEMORIAL	\$21,198	(\$21,198)	\$21,198		\$21,198	\$0	\$21,198
GP2033	STREET RESURFACING	\$0		\$500,000	\$2,000,000	\$2,500,000	\$0	\$2,500,000
NC1610	RIVERWALK	\$13,123	(\$5,039)			\$8,084	\$8,084	\$0
NC1701	STREET RESURFACING	\$1,320,382	(\$9,540)			\$1,310,842	\$1,310,842	\$0
NC1800	STREET RESURFACING	\$550,698	(\$1,503)			\$549,195	\$549,195	\$0
NC1804	RIVERWALK	\$30,000	(\$30,000)			\$0	\$0	\$0
NC2000	STREET RESURFACING	\$2,338,200	(\$500,000)			\$1,838,200	\$1,627,337	\$210,863
NC2005	IT	\$60,000	(\$20,000)			\$40,000	\$0	\$40,000
NC2008	BUILDING SOFTWARE*	\$252,000	(\$252,000)	\$0		\$0	\$0	\$0
NC2012	SALT SHED	\$100,000	(\$23,240)			\$76,760	\$51,551	\$25,209
MPO20A	STREET RESURFACING	\$2,500,000	(\$500,000)		(\$2,000,000)	\$0	\$0	\$0
	<b>Total</b>	<b>\$19,830,940</b>	<b>(\$3,800,000)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$16,030,940</b>	<b>\$10,269,405</b>	<b>\$5,761,535</b>

Cash Captured - Redistributed to General Fund

\$3,800,000

Bond Funds - Redistributed to Replace Cash In Projects

\$2,062,000

\*Necessary pre-work to acquire has been completed. Funds to purchase will be placed in FY2021 budget.

## ORDINANCE NO.

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND GENERAL PROJECTS FUND, THE GENERAL PROJECTS-SPECIAL REVENUE FUND, AND THE GENERAL 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 Projects Fund be amended by transferring \$145,564 from the River Bend project (GP1512), \$1,820 from the Litigation Contingency project (GP1614), \$8,021 from the Public Art project (GP1630), \$54 from the Aesthetic Improvements project (GP1701), \$179,129 from the One Kingsport project (GP1702), \$280,812 from the Bays Mountain Septic System project (GP1704), \$2,601 from the Kingsport Enhancement project (GP1706), \$9,680 from the Higher Ed Maintenance project (GP1730), \$18,599 from the Justice Center Improvements project (GP1731), \$59,997 from the General Projects project (GP1750), \$14,087 from the Fire Facilities/Capital project (GP1804), \$89,600 from the Signal Pole Upgrades project (GP1808), \$28,938 from the Street Lights project (GP1809), \$12,000 from the General Park Improvements project (GP1816), \$90,890 from the One Kingsport project (GP1821), \$300,861 from the Aesthetic Improvements project (GP1822), \$23,600 from the Pendragon Sidewalks project (GP1830), \$122,643 from the Bays Mountain Road Improvements project (GP1832), \$28,782 from the Bays Mountain Parking Lot Improvement project (GP1833), \$8,700 from the Bays Mountain Nature Center Exhibits project (GP1839), \$190,000 from the One Kingsport project (GP1918), \$44,150 from the ADA Signal Upgrades project (GP1919), \$100,619 from the Riverfront Landing project (GP1923), \$800 from the Police Storage Lot project (GP1925), \$387,172 from the Fire Facilities/Capital project (GP2003), \$32,764 from the AEP Sidewalk Improvements Project (GP2015), \$135,597 from the Kingsport Enhancement project (GP2016), \$20,000 from the Riverwalk project (GP2026), \$100,000 from the City Hall Board Room project (GP2029), and \$21,198 from the Veterans Memorial project (GP2032) to the General Fund – General Project Fund in the amount of \$2,458,678; by transferring \$1,748,000 from the Local Roads project (GP2000) in the amount of \$145,564 to the River Bend project (GP1512), \$18,599 to the Justice Center Improvements project (GP1731), \$175,812 to the General Projects project (GP1750), \$14,087 to the Fire Facilities/Capital project (GP1804), \$89,600 to the Signal Pole Upgrades project (GP1808), \$28,938 to the Street Lights project (GP1809), \$12,000 to the General Park Improvements project (GP1816), \$300,861 to the Aesthetic Improvements project (GP1822), \$44,150 to the ADA Signal Upgrades project (GP1919), \$100,619 to the Riverfront Landing project (GP1923), \$387,172 to the Fire Facilities/Capital project (GP2003), \$32,764 to the AEP Sidewalk Improvements Project (GP2015), \$135,597 to the Kingsport Enhancement project (GP2016), \$55,039 to the Riverwalk project (GP2026), \$21,198 to the Veterans Memorial project (GP2032), and \$186,000 to the Street Resurfacing project (GP2033), and by transferring \$314,000 from the Higher Ed Parking Lot project (GP1907) to the Street Resurfacing project (GP2033).

SECTION II. That the General Projects-Special Revenue Fund budget be amended by transferring \$5,039 from the Riverwalk project (NC1610), \$9,540 from the Street Resurfacing project (NC1701), \$1,503 from the Street Resurfacing project (NC1800), \$30,000 from the Riverwalk Project project (NC1804), \$500,000 from the Street Resurfacing project (NC2000), \$20,000 from the IT project (NC2005), \$252,000 from the Community Development project (NC2008), and \$23,240 from the Salt Shed project (NC2012) to the General Fund – Gen Projects-Special Rev in the amount of \$841,322.

SECTION III. That the MPO Fund be amended by transferring \$500,000 from the Street Resurfacing project (MPO20A) to the General Fund – To MPO Fund.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 311: General Project Fund</b>			
<b>River Bend (GP1512)</b>			
<b>Revenues:</b>	\$	\$	\$
311-0000-334.50-10 Other Agencies KHRA	666,000	0	666,000
311-0000-368.10-47 2014 A GO Bonds	1,099,802	0	1,099,802
311-0000-368.10-66 Series 2019 GO Improvment	0	134,981	134,981
311-0000-368.21-01 Premium From Bond Sale	115,166	10,583	125,749
311-0000-391.01-00 From General Fund	150,000	(145,564)	4,436
<b>Totals:</b>	<b>2,030,968</b>	<b>0</b>	<b>2,030,968</b>
<b>Expenditures:</b>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	150,000	0	150,000
311-0000-601.40-41 Bond Sale Expense	14,968	0	14,968
311-0000-601.90-01 Land	6,827	0	6,827
311-0000-601.90-03 Improvements	1,859,173	0	1,859,173
<b>Totals:</b>	<b>2,030,968</b>	<b>0</b>	<b>2,030,968</b>
<b>Litigation Contingency (GP1614)</b>			
<b>Revenues:</b>	\$	\$	\$
311-0000-391.01-00 From General Fund	1,820	(1,820)	0
<b>Totals:</b>	<b>1,820</b>	<b>(1,820)</b>	<b>0</b>
<b>Expenditures:</b>	\$	\$	\$
311-0000-601.90-03 Improvements	1,820	(1,820)	0
<b>Totals:</b>	<b>1,820</b>	<b>(1,820)</b>	<b>0</b>

**Public Art (GP1630)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-391.01-00 From General Fund	92,000	(8,021)	83,979
<b><i>Totals:</i></b>	<b>92,000</b>	<b>(8,021)</b>	<b>83,979</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.90-06 Purchases \$5,000 & Over	92,000	(8,021)	83,979
<b><i>Totals:</i></b>	<b>92,000</b>	<b>(8,021)</b>	<b>83,979</b>

#### **Aesthetic Improvements (GP1701)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-391.01-00 From General Fund	350,000	(54)	349,946
<b><i>Totals:</i></b>	<b>350,000</b>	<b>(54)</b>	<b>349,946</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	30,000	(1)	29,999
311-0000-601.20-23 Arch/Eng/Landscaping Serv	170,306	0	170,306
311-0000-601.90-03 Improvements	149,694	(53)	149,641
<b><i>Totals:</i></b>	<b>350,000</b>	<b>(54)</b>	<b>349,946</b>

#### **One Kingsport (GP1702)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-364.30-00 From Non-Profit Groups	15,000	0	15,000
311-0000-368.10-47 2014 A GO Bonds	3,975	0	3,975
311-0000-391.01-00 From General Fund	650,000	(179,129)	470,871
<b><i>Totals:</i></b>	<b>668,975</b>	<b>(179,129)</b>	<b>489,846</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	221,500	31,293	252,793
311-0000-601.20-22 Construction Contracts	218,200	(74,973)	143,227
311-0000-601.20-23 Arch/Eng/Landscaping Serv	103,975	(38,649)	65,326
311-0000-601.80-50 Tap Fee Incentive	50,000	(21,500)	28,500
311-0000-601.90-03 Improvements	75,300	(75,300)	0
<b><i>Totals:</i></b>	<b>668,975</b>	<b>(179,129)</b>	<b>489,846</b>



**Bays Mountain Septic System (GP1704)****Revenues:**

	\$	\$	\$
311-0000-368.10-54 Series 2016 GO (Nov 4)	191,550	0	191,550
311-0000-368.10-55 Series 2017 A GO Bonds	53,289	0	53,289
311-0000-368.10-56 GO Bonds Series 2018 A	163,919	0	163,919
311-0000-368.21-01 Premium From Bond Sale	8,514	0	8,514
311-0000-391.01-00 From General Fund	323,165	(280,812)	42,353
<b>Totals:</b>	<b>740,437</b>	<b>(280,812)</b>	<b>459,625</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	625,912	(261,826)	364,086
311-0000-601.20-23 Arch/Eng/Landscaping Serv	50,000	8,012	58,012
311-0000-601.40-41 Bond Sale Expense	4,525	0	4,525
311-0000-601.90-03 Improvements	60,000	(26,998)	33,002
<b>Totals:</b>	<b>740,437</b>	<b>(280,812)</b>	<b>459,625</b>

**Kingsport Enhancement (GP1706)****Revenues:**

	\$	\$	\$
311-0000-391.01-00 From General Fund	129,300	(2,601)	126,699
<b>Totals:</b>	<b>129,300</b>	<b>(2,601)</b>	<b>126,699</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	9,205	(2,601)	6,604
311-0000-601.90-03 Improvements	120,095	0	120,095
<b>Totals:</b>	<b>129,300</b>	<b>(2,601)</b>	<b>126,699</b>

**Higher Ed Maintenance (GP1730)****Revenues:**

	\$	\$	\$
311-0000-391.01-00 From General Fund	14,002	(9,680)	4,322
<b>Totals:</b>	<b>14,002</b>	<b>(9,680)</b>	<b>4,322</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	14,002	(9,680)	4,322
<b>Totals:</b>	<b>14,002</b>	<b>(9,680)</b>	<b>4,322</b>

**Justice Center Improvements (GP1731)****Revenues:**

	\$	\$	\$
311-0000-368.10-46 2013 B GO Pub Imp	22,691	0	22,691
311-0000-368.10-47 2014 A GO Bonds	29,795	0	29,795
311-0000-368.10-66 Series 2019 GO Improvment	0	17,247	17,247
311-0000-368.21-01 Premium From Bond Sale	0	1,352	1,352
311-0000-391.01-00 From General Fund	18,599	(18,599)	0
<b>Totals:</b>	<b>71,085</b>	<b>0</b>	<b>71,085</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	71,085	0	71,085
<b>Totals:</b>	<b>71,085</b>	<b>0</b>	<b>71,085</b>

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

	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	25,000	0	25,000
311-0000-368.10-66 Series 2019 GO Improvment	387,407	163,030	550,437
311-0000-368.21-01 Premium From Bond Sale	0	12,782	12,782
311-0000-391.01-00 From General Fund	127,351	(59,997)	67,354
<b>Totals:</b>	<b>539,758</b>	<b>115,815</b>	<b>655,573</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	25,000	1,400	26,400
311-0000-601.20-22 Construction Contracts	0	19,437	19,437
311-0000-601.30-20 Operating Supplies & Tool	10,000	0	10,000
311-0000-601.90-03 Improvements	504,758	94,978	599,736
<b>Totals:</b>	<b>539,758</b>	<b>115,815</b>	<b>655,573</b>

**Fire Facilities/Capital (GP1804)****Revenues:**

	\$	\$	\$
311-0000-368.05-00 Land Sales	65,000	0	65,000
311-0000-368.10-51 Series 2015 A (Oct) GO PI	7,819	0	7,819
311-0000-368.10-54 Series 2016 GO (Nov 4)	9,328	0	9,328
311-0000-368.10-55 Series 2017 A GO Bonds	411,354	0	411,354
311-0000-368.21-01 Premium From Bond Sale	18,800	1,024	19,824
311-0000-368.10-66 Series 2019 GO Improvment	0	13,063	13,063
311-0000-391.01-00 From General Fund	260,000	(14,087)	245,913
<b>Totals:</b>	<b>772,301</b>	<b>0</b>	<b>772,301</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	600	0	600
311-0000-601.40-41 Bond Sale Expense	5,594	0	5,594
311-0000-601.90-03 Improvements	391,707	(40,822)	350,885
311-0000-601.90-06 Purchases \$5,000 & Over	374,400	40,822	415,222
<b>Totals:</b>	<b>772,301</b>	<b>0</b>	<b>772,301</b>

**Signal Pole Upgrades (GP1808)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-51 Series 2015 A (Oct) GO PI	27,440	0	27,440
311-0000-368.10-55 Series 2017 A GO Bonds	183,799	0	183,799
311-0000-368.10-66 Series 2019 GO Improvment	0	83,086	83,086
311-0000-368.21-01 Premium From Bond Sale	7,528	6,514	14,042
311-0000-391.01-00 From General Fund	89,600	(89,600)	0
<b><i>Totals:</i></b>	<b>308,367</b>	<b>0</b>	<b>308,367</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	40,000	0	40,000
311-0000-601.40-41 Bond Sale Expense	2,240	0	2,240
311-0000-601.90-03 Improvements	266,127	0	266,127
<b><i>Totals:</i></b>	<b>308,367</b>	<b>0</b>	<b>308,367</b>

**Street Lights (GP1809)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	120,334	0	120,334
311-0000-368.10-66 Series 2019 GO Improvment	0	26,834	26,834
311-0000-368.21-01 Premium From Bond Sale	6,642	2,104	8,746
311-0000-391.01-00 From General Fund	30,000	(28,938)	1,062
<b><i>Totals:</i></b>	<b>156,976</b>	<b>0</b>	<b>156,976</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	1,976	0	1,976
311-0000-601.90-03 Improvements	155,000	0	155,000
<b><i>Totals:</i></b>	<b>156,976</b>	<b>0</b>	<b>156,976</b>

**General Park Improvements (GP1816)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-364.20-00 From Corporations	2,000	0	2,000
311-0000-364.30-00 From Non-Profit Groups	13,000	0	13,000
311-0000-368.10-55 Series 2017 A GO Bonds	48,445	0	48,445
311-0000-368.10-66 Series 2019 GO Improvment	0	11,128	11,128
311-0000-368.21-01 Premium From Bond Sale	2,214	872	3,086
311-0000-391.01-00 From General Fund	12,000	(12,000)	0
311-0000-391.69-00 Visitors Enhancement Fund	5,824	0	5,824
<b><i>Totals:</i></b>	<b>83,483</b>	<b>0</b>	<b>83,483</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	858	0	858
311-0000-601.40-41 Bond Sale Expense	659	0	659
311-0000-601.90-03 Improvements	81,966	0	81,966
<b><i>Totals:</i></b>	<b>83,483</b>	<b>0</b>	<b>83,483</b>



**One Kingsport (GP1821)****Revenues:**

	\$	\$	\$
311-0000-391.01-00 From General Fund	509,700	(90,890)	418,810
<b>Totals:</b>	<b>509,700</b>	<b>(90,890)</b>	<b>418,810</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	125,000	0	125,000
311-0000-601.20-22 Construction Contracts	100,000	(62,190)	37,810
311-0000-601.20-23 Arch/Eng/Landscaping Serv	50,000	(50,000)	0
311-0000-601.90-03 Improvements	234,700	21,300	256,000
<b>Totals:</b>	<b>509,700</b>	<b>(90,890)</b>	<b>418,810</b>

**Aesthetic Improvements (GP1822)****Revenues:**

	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	0	278,988	278,988
311-0000-368.21-01 Premium From Bond Sale	0	21,873	21,873
311-0000-391.01-00 From General Fund	390,000	(300,861)	89,139
<b>Totals:</b>	<b>390,000</b>	<b>0</b>	<b>390,000</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	30,002	(1)	30,001
311-0000-601.20-23 Arch/Eng/Landscaping Serv	313,303	1	313,304
311-0000-601.90-03 Improvements	46,695	0	46,695
<b>Totals:</b>	<b>390,000</b>	<b>0</b>	<b>390,000</b>

**Pendragon Sidewalks (GP1830)****Revenues:**

	\$	\$	\$
311-0000-368.10-47 2014 A GO Bonds	17,075	0	17,075
311-0000-368.10-51 Series 2015 A (Oct) GO PI	198,277	0	198,277
311-0000-368.21-01 Premium From Bond Sale	1,554	0	1,554
311-0000-391.01-00 From General Fund	106,287	(23,600)	82,687
<b>Totals:</b>	<b>323,193</b>	<b>(23,600)</b>	<b>299,593</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	55,737	(18,605)	37,132
311-0000-601.90-03 Improvements	267,456	(4,995)	262,461
<b>Totals:</b>	<b>323,193</b>	<b>(23,600)</b>	<b>299,593</b>

**Bays Mtn Road Improvments (GP1832)****Revenues:**

	\$	\$	\$
311-0000-368.10-47 2014 A GO Bonds	55,000	0	55,000
311-0000-391.01-00 From General Fund	310,167	(122,643)	187,524
<b>Totals:</b>	<b>365,167</b>	<b>(122,643)</b>	<b>242,524</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	0	13,713	13,713
311-0000-601.90-03 Improvements	365,167	(136,356)	228,811
<b>Totals:</b>	<b>365,167</b>	<b>(122,643)</b>	<b>242,524</b>

**Bays Mtn Parking Lot Imp (GP1833)****Revenues:**

	\$	\$	\$
311-0000-368.10-47 2014 A GO Bonds	20,169	0	20,169
311-0000-368.10-54 Series 2016 GO (Nov 4)	14,472	0	14,472
311-0000-368.10-55 Series 2017 A GO Bonds	104,467	0	104,467
311-0000-368.10-56 GO Bonds Series 2018 A	362	0	362
311-0000-391.01-00 From General Fund	424,450	(28,782)	395,668
311-0000-391.69-00 Visitors Enhancement Fund	1,884	0	1,884
<b>Totals:</b>	<b>565,804</b>	<b>(28,782)</b>	<b>537,022</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	0	65,407	65,407
311-0000-601.90-03 Improvements	565,804	(94,189)	471,615
<b>Totals:</b>	<b>565,804</b>	<b>(28,782)</b>	<b>537,022</b>

**Bays Mtn Nature Ctr Exhib (GP1839)****Revenues:**

	\$	\$	\$
311-0000-364.20-00 From Corporations	3,000	0	3,000
311-0000-368.10-55 Series 2017 A GO Bonds	84,294	0	84,294
311-0000-368.21-01 Premium From Bond Sale	3,852	0	3,852
311-0000-391.01-00 From General Fund	8,700	(8,700)	0
<b>Totals:</b>	<b>99,846</b>	<b>(8,700)</b>	<b>91,146</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	3,000	(3,000)	0
311-0000-601.40-41 Bond Sale Expense	1,146	0	1,146
311-0000-601.90-03 Improvements	95,700	(5,700)	90,000
<b>Totals:</b>	<b>99,846</b>	<b>(8,700)</b>	<b>91,146</b>

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

	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	64,000	(64,000)	0
311-0000-368.10-56 GO Bonds Series 2018 A	246,569	(246,569)	0
311-0000-368.21-01 Premium From Bond Sale	9,154	(3,431)	5,723
<b>Totals:</b>	<b>319,723</b>	<b>(314,000)</b>	<b>5,723</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	5,723	0	5,723
311-0000-601.90-03 Improvements	314,000	(314,000)	0
<b>Totals:</b>	<b>319,723</b>	<b>(314,000)</b>	<b>5,723</b>

**One Kingsport (GP1918)****Revenues:**

	\$	\$	\$
311-0000-391.01-00 From General Fund	455,000	(190,000)	265,000
<b>Totals:</b>	<b>455,000</b>	<b>(190,000)</b>	<b>265,000</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	50,000	(50,000)	0
311-0000-601.20-22 Construction Contracts	100,000	(10,000)	90,000
311-0000-601.20-23 Arch/Eng/Landscaping Serv	100,000	(100,000)	0
311-0000-601.90-03 Improvements	205,000	(30,000)	175,000
<b>Totals:</b>	<b>455,000</b>	<b>(190,000)</b>	<b>265,000</b>

**ADA Signal Upgrades (GP1919)****Revenues:**

	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	0	40,940	40,940
311-0000-368.21-01 Premium From Bond Sale	0	3,210	3,210
311-0000-391.01-00 From General Fund	75,000	(44,150)	30,850
<b>Totals:</b>	<b>75,000</b>	<b>0</b>	<b>75,000</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	75,000	0	75,000
<b>Totals:</b>	<b>75,000</b>	<b>0</b>	<b>75,000</b>

**Riverfront Landing (GP1923)****Revenues:**

	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	0	93,304	93,304
311-0000-368.21-01 Premium From Bond Sale	0	7,315	7,315
311-0000-391.01-00 From General Fund	140,000	(100,619)	39,381
<b>Totals:</b>	<b>140,000</b>	<b>0</b>	<b>140,000</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	15,000	17,900	32,900
311-0000-601.90-03 Improvements	125,000	(17,900)	107,100
<b>Totals:</b>	<b>140,000</b>	<b>0</b>	<b>140,000</b>

**Police Storage Lot (GP1925)****Revenues:**

	\$	\$	\$
311-0000-391.01-00 From General Fund	800	(800)	0
<b>Totals:</b>	<b>800</b>	<b>(800)</b>	<b>0</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	800	(800)	0
<b>Totals:</b>	<b>800</b>	<b>(800)</b>	<b>0</b>

**Local Roads (GP2000)****Revenues:**

	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	1,854,533	(1,620,853)	233,680
311-0000-368.21-01 Premium From Bond Sale	145,467	(127,147)	18,320
<b>Totals:</b>	<b>2,000,000</b>	<b>(1,748,000)</b>	<b>252,000</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	2,000,000	(1,748,000)	252,000
<b>Totals:</b>	<b>2,000,000</b>	<b>(1,748,000)</b>	<b>252,000</b>

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

	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	192,135	359,025	551,160
311-0000-368.21-01 Premium From Bond Sale	52,092	28,147	80,239
311-0000-391.01-00 From General Fund	387,407	(387,172)	235
<b>Totals:</b>	<b>631,634</b>	<b>0</b>	<b>631,634</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	25,000	0	25,000
311-0000-601.40-41 Bond Sale Expense	6,634	0	6,634
311-0000-601.90-03 Improvements	600,000	0	600,000
<b>Totals:</b>	<b>631,634</b>	<b>0</b>	<b>631,634</b>

**AEP Sidewalk Improvements (GP2015)****Revenues:**

	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	0	30,382	30,382
311-0000-368.21-01 Premium From Bond Sale	0	2,382	2,382
311-0000-391.01-00 From General Fund	440,000	(32,764)	407,236
<b>Totals:</b>	<b>440,000</b>	<b>0</b>	<b>440,000</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	179,800	(90,780)	89,020
311-0000-601.90-06 Purchases \$5,000 & Over	260,200	90,780	350,980
<b>Totals:</b>	<b>440,000</b>	<b>0</b>	<b>440,000</b>

**Kingsport Enhancement (GP2016)****Revenues:**

	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	0	125,739	125,739
311-0000-368.21-01 Premium From Bond Sale	0	9,858	9,858
311-0000-391.01-00 From General Fund	250,000	(135,597)	114,403
<b>Totals:</b>	<b>250,000</b>	<b>0</b>	<b>250,000</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	40,000	10,000	50,000
311-0000-601.90-03 Improvements	210,000	(10,000)	200,000
<b>Totals:</b>	<b>250,000</b>	<b>0</b>	<b>250,000</b>

**Riverwalk (GP2026)****Revenues:**

	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	0	51,038	51,038
311-0000-368.21-01 Premium From Bond Sale	0	4,001	4,001
311-0000-391.01-00 From General Fund	20,000	(20,000)	0
<b>Totals:</b>	<b>20,000</b>	<b>35,039</b>	<b>55,039</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	20,000	35,039	55,039
<b>Totals:</b>	<b>20,000</b>	<b>35,039</b>	<b>55,039</b>

**City Hall Board Room (GP2029)****Revenues:**

	\$	\$	\$
311-0000-391.01-00 From General Fund	100,000	(100,000)	0
<b>Totals:</b>	<b>100,000</b>	<b>(100,000)</b>	<b>0</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	100,000	(100,000)	0
<b>Totals:</b>	<b>100,000</b>	<b>(100,000)</b>	<b>0</b>

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

	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	0	19,657	19,657
311-0000-368.21-01 Premium From Bond Sale	0	1,541	1,541
311-0000-391.01-00 From General Fund	21,198	(21,198)	0
<b>Totals:</b>	<b>21,198</b>	<b>0</b>	<b>21,198</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	21,198	0	21,198
<b>Totals:</b>	<b>21,198</b>	<b>0</b>	<b>21,198</b>

**Street Resurfacing (GP2033)****Revenues:**

	\$	\$	\$
311-0000-337.52-10 FHWA/TN FHWA 80%	0	2,000,000	2,000,000
311-0000-368.10-55 Series 2017 A GO Bonds	0	64,000	64,000
311-0000-368.10-56 GO Bonds Series 2018 A	0	246,569	246,569
311-0000-368.21-01 Premium From Bond Sale	0	17,020	17,020
311-0000-368.10-66 Series 2019 GO Improvment	0	172,411	172,411
<b>Totals:</b>	<b>0</b>	<b>2,500,000</b>	<b>2,500,000</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	0	247,000	247,000
311-0000-601.90-01 Land	0	25,000	25,000
311-0000-601.90-03 Improvements	0	2,228,000	2,228,000
<b>Totals:</b>	<b>0</b>	<b>2,500,000</b>	<b>2,500,000</b>

**Fund 110: General Fund****Expenditures:**

	\$	\$	\$
110-4804-481.70-36 General Project Fund	1,180,409	(2,458,678)	(1,278,269)
110-4810-481.30-20 Operating Supplies/Tools	0	2,458,678	2,458,678
<b>Totals:</b>	<b>1,180,409</b>	<b>0</b>	<b>1,180,409</b>

**Account Number/Description:****Fund 111: General Proj-Special Revenue Fund**  
**Riverwalk (NC1610)****Revenues:**

	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
111-0000-391.01-00 From General Fund	\$ 13,123	\$ (5,039)	\$ 8,084
<b>Totals:</b>	<b>13,123</b>	<b>(5,039)</b>	<b>8,084</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts	\$ 13,123	\$ (5,039)	\$ 8,084
<b>Totals:</b>	<b>13,123</b>	<b>(5,039)</b>	<b>8,084</b>

**Street Resurfacing (NC1701)****Revenues:**

111-0000-391.01-00 From General Fund	\$ 1,320,382	\$ (9,540)	\$ 1,310,842
<b>Totals:</b>	<b>1,320,382</b>	<b>(9,540)</b>	<b>1,310,842</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts	\$ 1,274,244	\$ (9,257)	\$ 1,264,987
111-0000-601.20-23 Arch/Eng/Landscaping Serv	39,888	0	39,888
111-0000-601.20-40 Travel Expense	1,255	(233)	1,022
111-0000-601.20-41 Registration Fees/Tuition	1,095	0	1,095
111-0000-601.30-20 Operating Supplies & Tools	3,900	(50)	3,850
<b>Totals:</b>	<b>1,320,382</b>	<b>(9,540)</b>	<b>1,310,842</b>

**Street Resurfacing (NC1800)****Revenues:**

111-0000-391.01-00 From General Fund	\$ 550,698	\$ (1,503)	\$ 549,195
<b>Totals:</b>	<b>550,698</b>	<b>(1,503)</b>	<b>549,195</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts	\$ 535,729	\$ 0	\$ 535,729
111-0000-601.20-23 Arch/Eng/Landscaping Serv	14,969	(1,503)	13,466
<b>Totals:</b>	<b>550,698</b>	<b>(1,503)</b>	<b>549,195</b>

**Riverwalk (NC1804)****Revenues:**

111-0000-391.01-00 From General Fund	\$ 30,000	\$ (30,000)	\$ 0
<b>Totals:</b>	<b>30,000</b>	<b>(30,000)</b>	<b>0</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts	\$ 30,000	\$ (30,000)	\$ 0
<b>Totals:</b>	<b>30,000</b>	<b>(30,000)</b>	<b>0</b>

**Street Resurfacing (NC2000)****Revenues:**

111-0000-391.01-00 From General Fund	\$ 2,338,200	\$ (500,000)	\$ 1,838,200
<b>Totals:</b>	<b>2,338,200</b>	<b>(500,000)</b>	<b>1,838,200</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts	\$ 2,338,200	\$ (559,800)	\$ 1,778,400
111-0000-601.20-23 Arch/Eng/Landscaping Serv	0	59,800	59,800
<b>Totals:</b>	<b>2,338,200</b>	<b>(500,000)</b>	<b>1,838,200</b>

**IT (NC2005)****Revenues:**

111-0000-391.01-00 From General Fund	\$ 60,000	\$ (20,000)	\$ 40,000
<b>Totals:</b>	<b>60,000</b>	<b>(20,000)</b>	<b>40,000</b>

**Expenditures:**

111-0000-601.20-75 Temporary Employees	\$ 60,000	\$ (20,000)	\$ 40,000
<b>Totals:</b>	<b>60,000</b>	<b>(20,000)</b>	<b>40,000</b>

**Community Development (NC2008)****Revenues:**

111-0000-391.01-00 From General Fund	\$ 252,000	\$ (252,000)	\$ 0
<b>Totals:</b>	<b>252,000</b>	<b>(252,000)</b>	<b>0</b>

**Expenditures:**

111-0000-601.20-45 Training	\$ 100,000	\$ (100,000)	\$ 0
111-0000-601.20-57 Computer Repairs/Mainten	152,000	(152,000)	0
<b>Totals:</b>	<b>252,000</b>	<b>(252,000)</b>	<b>0</b>

**Salt Shed (NC2012)****Revenues:**

111-0000-391.01-00 From General Fund	\$ 100,000	\$ (23,240)	\$ 76,760
<b>Totals:</b>	<b>100,000</b>	<b>(23,240)</b>	<b>76,760</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts	\$ 100,000	\$ (25,553)	\$ 74,447
111-0000-601.20-23 Arch/Eng/Landscaping Serv	0	2,313	2,313
<b>Totals:</b>	<b>100,000</b>	<b>(23,240)</b>	<b>76,760</b>



**Fund 110: General Fund****Expenditures:**

	\$	\$	\$
110-4804-481.70-35 Gen Proj-Special Rev	2,856,887	(841,322)	2,015,565
110-4810-481.20-99 Operating Supplies/Tools	71,938	841,322	913,260
<b>Totals:</b>	<b>2,928,825</b>	<b>0</b>	<b>2,928,825</b>

**Account Number/Description:****Fund 122: General Proj-Special Revenue Fund****Street Resurfacing (MPO20A)****Revenues:**

	Budget	Incr/<Decr>	New Budget
	\$	\$	\$
122-0000-337.52-10 FHWA/TN FHWA 80%	2,000,000	(2,000,000)	0
122-0000-391.01-00 From General Fund	500,000	(500,000)	0
<b>Totals:</b>	<b>2,500,000</b>	<b>(2,500,000)</b>	<b>0</b>

**Expenditures:**

	\$	\$	\$
122-0000-609.20-23 Arch/Eng/Landscaping Serv	247,000	(247,000)	0
122-0000-609.90-01 Land	25,000	(25,000)	0
122-0000-609.90-03 Improvements	2,228,000	(2,228,000)	0
<b>Totals:</b>	<b>2,500,000</b>	<b>(2,500,000)</b>	<b>0</b>

**Fund 110: General Fund****Expenditures:**

	\$	\$	\$
110-4804-481.70-52 To MPO Fund	567,632	(500,000)	67,632
110-4810-481.40-99 Miscellaneous	0	500,000	500,000
<b>Totals:</b>	<b>567,632</b>	<b>0</b>	<b>567,632</b>

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

	\$	\$	\$
110-0000-316.20-00 Motel-Hotel Tax	1,300,000	(363,125)	936,875
110-0000-333.10-00 Sales Tax-Sullivan	17,454,000	(1,800,000)	15,654,000
110-0000-392.01-00 Fund Bal Appropriations	1,636,875	(1,636,875)	0
<b>Totals:</b>	<b>20,390,875</b>	<b>(3,800,000)</b>	<b>16,590,875</b>

**Expenditures:**

	\$	\$	\$
110-4810-481.30-20 Operating Supplies/Tools	2,458,678	(2,458,678)	0
110-4810-481.20-99 Miscellaneous	913,260	(841,322)	71,938
110-4810-481.40-99 Miscellaneous	500,000	(500,000)	0
<b>Totals:</b>	<b>3,871,938</b>	<b>(3,800,000)</b>	<b>71,938</b>

SECTION IV. 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

### **Apply for and Accept a Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant from the Federal Transit Administration Grant and U.S. Department of Transportation**

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

Action Form No.: AF-118-2020  
 Work Session: May 18, 2020  
 First Reading: N/A

Final Adoption: May 19, 2020  
 Staff Work By: Chris Campbell  
 Presentation By: Chris Campbell

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The Tennessee Department of Transportation (TDOT) has allocated \$1,203,985 of Coronavirus Aid, Relief, and Economic Security (CARES) Act funding from the Federal Transit Administration (FTA) to the Kingsport Area Transit Service (KATS). This grant funding will be used for public transit operation and capital expenditures that support public transit and ADA/handicapped transportation services. The CARES Act grant is 100% Federal funding and does not require a state or local match. This funding represents the first allocation from TDOT

#### **Attachments:**

1. Resolution
2. Allocation Letter

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WHEREAS, the city, through the Kingsport Area Transit Service (KATS) would like to apply for a Coronavirus Aid, Relief and Economic Security Act Grant (CARES) through the Tennessee Department of Transportation (TDOT) and the Federal Transit Administration (FTA); and

WHEREAS, the funds in the amount of \$1,203,985.00 will be used for public transit operation and capital expenditures that support public transit and ADA/handicapped transportation services; and

WHEREAS, the CARES grant is 100% federally funded and no local match is required.

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 Coronavirus Aid, Relief and Economic Security Act Grant (CARES) through the Tennessee Department of Transportation (TDOT) and the Federal Transit Administration (FTA).

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 19<sup>th</sup> day of May, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**STATE OF TENNESSEE**  
**DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES**  
SUITE 1200, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-2781

CLAY BRIGHT  
COMMISSIONER

BILL LEE  
GOVERNOR

April 15, 2020

**RE: FTA Section 5307 CARES Act Program Allocation #1**

Dear Direct Recipients:

The Tennessee Department of Transportation (TDOT) is announcing the first round of funding allocations for the Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act passed by Congress and enacted on March 27, 2020. The legislation provided \$25 billion in relief for public transit agencies across the United States, including \$29,784,268 to the Tennessee Section 5307 Small Urban Program, to prevent, prepare for, and respond to the COVID-19 pandemic.

Allocation 1 represents half of the CARES Act Apportionment for Section 5307 Small Urban transit program. Allocations were determined based on the Operating Expenses reported by each agency in the 2019 National Transit Database. TDOT is issuing this allocation letter to enable Tennessee's small urban transit agencies to apply directly to the Federal Transit Administration (FTA) for 5307 CARES Act funds.

The table below shows the funds allocated to each Direct Recipient:

**FTA Section 5307 CARES Act Allocation #1**

UZA	Direct Recipient	CARES Act Allocation 1
Bristol	Bristol Tennessee Transit	\$455,806
	First Tennessee HRA	\$134,449
Clarksville	Clarksville Transit System	\$4,513,677
Cleveland	Cleveland Urban Area Transit System	\$477,169
Jackson	Jackson Transit Authority (incl. STIC)*	\$2,115,795
Johnson City	Johnson City Transit	\$2,666,733
	First Tennessee HRA	\$512,722
Kingsport	Kingsport Area Transit Service	\$1,203,985
	First Tennessee HRA	\$386,907
Morristown	Morristown- ETHRA	\$995,371
Murfreesboro	Murfreesboro Rover Transit (incl. STIC)*	\$1,429,520
<b>TOTAL</b>		<b>\$14,892,134</b>

\*Murfreesboro and Jackson qualify for Small Transit Intensive Cities (STIC) federal funds based on their service performance. Allocation 1 releases 50% of the STIC funds of \$385,163 for each agency. The table includes the STIC allocations for Murfreesboro and Jackson.

CARES Act funds do not have a lapse date. TDOT strongly encourages Small Urban 5307 recipients to obligate these funds expeditiously and to maintain essential, safe public transportation services during and after the COVID-19 pandemic with this relief. TDOT will continue to work with agencies to assess ongoing needs and communicate federal safety protocols.

Tennessee 5307 funds provide high demand public transit service and TDOT wants to ensure that funds are used in Tennessee and that funds discarded back to the FTA are minimized. Direct Recipients must receive TDOT approval prior to deobligating funds in their active 5307 grants. In the event that funds are deobligated by a direct recipient without TDOT written approval, funds may be deducted from that agency's future 5307 allocations.

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5307 to the Direct Recipient(s) named herein. The undersigned agrees to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the FTA to receive Section 5307 funds and assumes the responsibilities associated with award for these funds.

If you have questions, please contact Kaitlyn McClanahan, Grants Administration Program Supervisor, at [kaitlyn.mcclanahan@tn.gov](mailto:kaitlyn.mcclanahan@tn.gov) or by phone at (615) 532-5835.

Best regards,



Suzanne Carlson  
Director  
Multimodal Division

cc: Dr. Yvette Taylor, FTA Region IV Administrator  
Clay Bright, Commissioner  
Robert Buckley, FTA Region IV Director of Finance & Program Oversight  
Yvetho Merisme, FTA Region IV Program Analyst  
Larry Sanborn, Multimodal Assistant Director  
Kaitlyn McClanahan, Grants Administration Program Supervisor  
Jason Spain, TPTA Executive Director  
Mike Patterson, TPTA President



## AGENDA ACTION FORM

### Approving a Contract Amendment for A&E Services for KATS Vehicle Storage and Maintenance Facility Project

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

Action Form No.: AF-119-2020  
 Work Session: May 18, 2020  
 First Reading: N/A

Final Adoption: May 19, 2020  
 Staff Work By: Billingsley, Melton, Campbell  
 Presentation By: Chris Campbell

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Phase 2 of the comprehensive Transit Center project, which includes a vehicle storage and maintenance facility, is approximately 35% complete. To maximize available internal space, Barge Inc. has proposed a mezzanine storage area above the mechanical and operations space. Also, discussions about bidding the project reveal the need for Barge Inc. to include the full design of a low voltage system for security, access control, IT, and surveillance systems components. These additional services will cost \$10,478 and require an amendment to the contract. Funding for this amendment is already budgeted and available.

#### Attachments:

1. Resolution
2. Request for Additional Services

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]*

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

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

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH BARGE DESIGN SERVICES, INC. FOR ARCHITECTURE, ENGINEERING AND CONSTRUCTION MANAGEMENT OF PHASE 2 OF THE TRANSIT CENTER STORAGE AND MAINTENANCE FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in February, 2020, the board approved an agreement for phase 2 of the transit center project with Barge Design Services to provide architecture, engineering, and construction management services for a vehicle storage facility; and

WHEREAS, to maximize available internal space, Barge Design Services has proposed a mezzanine storage area above the mechanical and operations space, and those plans include the full design of a low voltage system for security, access control, IT, and surveillance systems components; and

WHEREAS, the costs of these additional services is \$10,478.00 and requires an amendment to the contract; and

WHEREAS, the funds are available in FTA 015.

Now therefore,

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

SECTION I. That an amendment to the agreement with Barge Design Services, Inc. for architecture, engineering, and construction management services for phase 2 of the transit center project, said amendment to provide for a mezzanine storage area above the mechanical and operations space, including the full design of a low voltage system for security, access control, IT, and surveillance systems components at a cost of not more than \$10,478.00 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 amendment to the agreement with Barge Design Services, Inc. to provide for the additions listed above in phase 2 of the transit center project and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the amendment or this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment that do not substantially alter the material provisions of the amendment, 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 19<sup>th</sup> day of May, 2020.

---

PATRICK W. SHULL, MAYOR

ATTEST:

---

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



May 4, 2020

Mr. Chris Campbell  
City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660

RE: Request for Additional Services - 01  
Kingsport Area Transit Service – Vehicle Storage/Maintenance Facility

Dear Mr. Campbell:

Per our progress review meeting on March 26, 2020, Barge Design Solutions is submitting the following proposal for additional services for providing design of a mezzanine area and modifications to the low voltage design deliverable for the above referenced project. The design will include the following.

- Architectural floor plan and details associated with the mezzanine and stair access
- Structural engineering, design and details associated with the mezzanine and stair access
- Lighting design and calculations with separate controls for the mezzanine level
- Code minimum fire alarm
- Convenience receptacles
- Additional structural shop drawing review for steel framing and foundation reinforcing
- Obtain full designs from the specific low voltage vendors required to match the City's existing systems and include the design information as appendices in the Project Manual. The fire alarm system (FAS), access control / intrusion detection (ACS / IDS), and video surveillance systems (VSS) design documents will include installation level drawings of each system.

Barge proposes \$10,478.00 to provide these design services. If you want to proceed with this amendment, or have any questions regarding this proposal, please contact me at (423) 247-5525.

Sincerely,

**Barge Design Solutions, Inc.**

Jennifer A. Salyer, PLA  
Project Manager

cc: Nelson Elam, Barge  
Harry Sisson, Barge

Barge project #37257-00



## AGENDA ACTION FORM

### Amend TDOT Agreement for Widening of Rock Spring Road from Cox Hollow Road to I-26

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

Action Form No.: AF-70-2020  
Work Session: May 18, 2020  
First Reading: N/A

Final Adoption: May 19, 2020  
Staff Work By: Michael Thompson  
Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

In April 2016 the city entered into an agreement with TDOT for widening Rock Springs Road (SR-347) from Cox Hollow Road (LM 9.52) to I-26 (US-23) (LM 10.73), an improved 2-lane roadway similar to the city's investment west of Cox Hollow Road (AF-75-2016). The original agreement reflected the project as 80% federally funded, and 20% state funded, with a maximum local contribution of \$2,000,000.00 Federal to be provided by the Kingsport MTPO.

The original plan for this project was to include a multi-use path the entire length of the project; however due to the Right-of-Way impacts this is no longer the preferred option. In order to reduce the ROW impacts, the multi-use path will be eliminated from this project. With the elimination of the multi-use path, TDOT and City staff have agreed to reduce the Kingsport MTPO match. This will allow the City and MTPO the federal funds to pursue a separate path along the creek if desired. Therefore it is requested to amend the agreement with TDOT reducing the maximum contribution of \$2,000,000.00 to \$1,000,000.00 Federal to be provided by the Kingsport MTPO.

TDOT Agreement for Widening of SR-347 (Rock Springs Rd) from Cox Hollow Rd (LM 9.52) to I-26 (US 23) (LM 10.73); Agreement No. 160027; PIN 112965.00; Federal Project No. STP/M-347(10); State Project No. 82023-3219-54.

#### Attachments:

1. Resolution
2. TDOT Amendment 1
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: *20*

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

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

A RESOLUTION APPROVING AMENDMENT ONE TO AGREEMENT NUMBER 160027 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE ROCK SPRINGS ROAD WIDENING PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in 2016, the board approved a resolution authorizing the mayor to sign an agreement with the Tennessee Department of Transportation(TDOT) for the widening of Rock Springs Road (SR-347) from Cox Hollow Road (LM 9.52) to I-26 (US-23) (LM 10.73), to be an improved 2-lane roadway similar to the city's investment west of Cox Hollow Road; and

WHEREAS, the agreement reflected the project as 80% federally funded, and 20% state funded, with a maximum local contribution of \$2,000,000.00 Federal to be provided by the Kingsport MTPO; and

WHEREAS, the original plan for the project included a multi-use path the entire length of the project; and

WHEREAS, due to the right-of-way impacts a multi-use path the entire length of the project is no longer the preferred option and the multi-use path needs to be eliminated from the project; and

WHEREAS, with the elimination of the multi-use path, TDOT and city staff have agreed to reduce the Kingsport MTPO match, which will allow the city and MTPO the federal funds to pursue a separate path along the creek at a later time; and

WHEREAS, to accomplish this change in the project an amendment is needed to Agreement Number 160027 with TDOT reducing the maximum contribution of \$2,000,000.00 to \$1,000,000.00 Federal to be provided by the Kingsport MPO.

Now therefore,

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

SECTION I. That Amendment One to Agreement Number 160027 with the Tennessee Department of Transportation is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport Amendment One to Agreement Number 160027 with the Tennessee Department of Transportation and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

Amendment Number: 1  
Agreement Number: 160027  
Project Identification Number: 112965.00  
Federal Project Number: STP/M-347(10)  
State Project Number: 82023-3219-54

## FOR IMPLEMENTATION OF SURFACE TRANSPORTATION PROGRAM ACTIVITY

THIS AGREEMENT AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_ 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"SR-347 (Rock Springs Rd) from Cox Hollow Rd (LM 9.52) to I-26 (US-23) (LM 10.73)"

The language of AGREEMENT #160027 dated May 11, 2016 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment.  
All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

### EXHIBIT "A" for Amendment 1

AGREEMENT NUMBER: 160027

PROJECT IDENTIFICATION NUMBER: 112965.00

FEDERAL PROJECT NUMBER: STP/M-347(10)

PROJECT DESCRIPTION: SR-347 (ROCK SPRINGS RD) FROM COX HOLLOW RD TO INTERSTATE 26 (US- 23), LM 10.73

**CHANGE IN COST:** Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

**TYPE OF WORK: WIDENING**

PHASE	FUNDING SOURCE	FED%	STATE%	LOCAL%	ESTIMATED COST
PE-NEPA	STBG-M	80%	20%	0%	\$350,000.00
PE-DESIGN	STBG-M	80%	20%	0%	\$400,000.00
ROW	STBG-M	80%	20%	0%	\$50,000.00
ROW	STBG-S	80%	20%	0%	\$7,188,400.00
CONST	STBG-M	80%	20%	0%	\$450,000.00
CONST-CEI	STBG-S	80%	20%	0%	\$520,000.00
CONST	STBG-S	80%	20%	0%	\$4, 196,400.00

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

**LEGISLATIVE AUTHORITY:** STBG: 23 U.S.C.A, Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

**Note:** A Maximum contribution of \$1,000,000.00 Federal will be provided by the Kingsport MPO.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

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

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

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

ADOPTED this the 19th day of May, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Amendment Number: 1**

**Agreement Number: 160027**

**Project Identification Number: 112965.00**

**Federal Project Number: STP/M-347(10)**

**State Project Number: 82023-3219-54**

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION  
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

“SR-347 (Rock Springs Rd) from Cox Hollow Rd (LM 9.52) to I-26 (US-23) (LM 10.73)”

The language of AGREEMENT #160027 dated May 11, 2016 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 1.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF KINGSPORT**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**Patrick Shull** **Clay Bright**  
**Mayor** **Commissioner**

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**J.M. Billingsley** **John Reinbold**  
**Attorney** **General Counsel**



## EXHIBIT "A" for Amendment I

**AGREEMENT NUMBER: I60027**

**PROJECT IDENTIFICATION NUMBER: I 12965.00**

**FEDERAL PROJECT NUMBER: STP/M-347(10)**

**PROJECT DESCRIPTION: SR-347 (ROCK SPRINGS RD) FROM COX HOLLOW RD TO INTERSTATE 26 (US-23), LM 10.73**

**CHANGE IN COST:** Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

**TYPE OF WORK: WIDENING**

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	STBG-M	80%	20%	0%	\$350,000.00
PE-DESIGN	STBG-M	80%	20%	0%	\$400,000.00
ROW	STBG-M	80%	20%	0%	\$50,000.00
ROW	STBG-S	80%	20%	0%	\$7,188,400.00
CONST	STBG-M	80%	20%	0%	\$450,000.00
CONST-CEI	STBG-S	80%	20%	0%	\$520,000.00
CONST	STBG-S	80%	20%	0%	\$4,196,400.00

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

**LEGISLATIVE AUTHORITY:** STBG: 23 U.S.C.A, Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

**Note:** A Maximum contribution of \$1,000,000.00 Federal will be provided by the Kingsport MPO.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

# Rock Springs Road (State Route 347)



MTPO Funding:  
1,000,000

Remaining Funding State  
controlled funds

Survey Complete,  
Design Underway





## AGENDA ACTION FORM

### Adopting the Sullivan County, Tennessee Multi-Hazard Mitigation Plan

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

Action Form No.: AF-120-2020  
 Work Session: 5/18/2020  
 First Reading: N/A

Final Adoption: 5/19/2020  
 Staff Work By: T. Arnold, S. Garland  
 Presentation By: T. Arnold, S. Garland

### Recommendation:

Approve the Resolution.

### Executive Summary:

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

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

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

### Attachments:

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

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



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

A RESOLUTION ADOPTING THE SULLIVAN COUNTY,  
TENNESSEE MULTI-HAZARD MITIGATION PLAN AND  
AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL  
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE  
THE PURPOSE OF THE ADOPTION OF THE PLAN

WHEREAS, the city has been working cooperatively with Sullivan County, Tennessee on a hazard mitigation plan since 1966; and

WHEREAS, the plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 and to achieve eligibility for the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) programs; and

WHEREAS, the purpose of the plan is to identify and mitigate the hazards that contribute to, or create, emergency situations; and

WHEREAS, the Sullivan County Commission adopted the plan on February 17, 2015, and the Kingsport Board of Mayor and Aldermen approved the plan on February 2, 2016; and

WHEREAS, as required by 44 CFR 201, all local hazard mitigation plans are required to go through a FEMA update review every 5 years to remain eligible for hazard mitigation grants; and

WHEREAS, in February 2020, a committee was formed with local municipal participants within Sullivan County to determine what updates needed to be made to the plan approved in 2015; and

WHEREAS, after extensive discussions and research, an updated plan was prepared and the state has determined that the plan is compliant with all planning requirements, subject to formal community adoption; and

WHEREAS, the plan has been approved by both the Tennessee Emergency Agency (TEMA) and the Federal Emergency Management Agency (FEMA); and

WHEREAS, and the City of Bristol and Town of Bluff City will also hold a meeting for approval of the plan; and

WHEREAS, the reason for the plan adoption is to continue to be eligible for State and Federal Assistance should an emergency occur.

Now therefore,

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

SECTION I. That the adoption of the Sullivan County, Tennessee Multi-Hazard Mitigation Plan dated March 19, 2020, a copy of which is available in the city recorder's office, is approved.

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 19<sup>th</sup> day of May, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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



Patrick C. Sheehan  
Director

Major General  
Jeffrey H. Holmes  
The Adjutant General

March 20, 2020

Ms. Kristen Martinenza, P.E., CFM  
Branch Chief  
FEMA Region IV  
Mitigation Division - Risk Analysis Branch  
3003 Chamblee Tucker Rd.  
Atlanta, GA 30341

Attention: Mr. Carl Mickalonis, Planning Lead

**Reference:** Sullivan County Multi-Jurisdictional Hazard Mitigation Plan

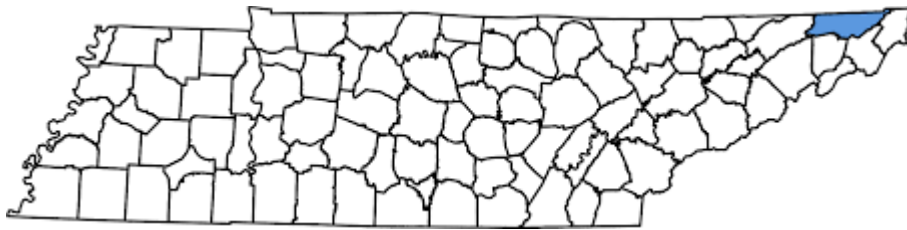
Dear Ms. Martinenza:

This is to confirm that we have completed the state of Tennessee review of the Sullivan County Multi-Jurisdictional Hazard Mitigation Plan for compliance with the hazard mitigation planning requirements contained in 44 CFR 201.6(b)-(d). The state has determined that the plan is compliant with all planning requirements, subject to formal community adoption.

Thank you,

Michelle Klein  
Emergency Management Planner III  
Tennessee Emergency Management Agency  
803 N. Concord St.  
Knoxville, TN 37919  
(615) 626-4501 (mobile)  
Michelle.r.klein@tn.gov

# **Sullivan County Multi-Jurisdictional Hazard Mitigation Plan**



**March 19, 2020**

**Prepared By:**

**Sullivan County Hazard Mitigation Committee  
Sullivan County Emergency Management**

**Assistance Provided By:**

**Tennessee Emergency Management Agency**  
*as part of the Tennessee Mitigation Initiative*

## Executive Summary

Over the past two decades, hazard mitigation has gained increased national attention due to the large number of natural disasters that have occurred throughout the U.S. and the rapid rise in costs associated with those disaster recoveries. It has become apparent that money spent mitigating potential impacts of a disaster event can result in substantial savings of life and property. With these benefit cost ratios being extremely advantageous, the Disaster Mitigation Act of 2000 was developed as U.S. Federal legislation that reinforces the importance of pre-disaster mitigation planning by calling for local governments to develop mitigation plans (*44 CFR 201*).

The purpose of a local hazard mitigation plan is to identify the community's notable risks and specific vulnerabilities, and then to create/implement corresponding mitigation projects to address those areas of concern. This methodology helps reduce human, environmental, and economical costs from natural and man-made hazards through the creation of long-term mitigation initiatives.

The advantages of developing a local hazard mitigation plan are numerous including improved post-disaster decision making, education on mitigation approaches, an organizational method for prioritizing mitigation projects, etc. It has been noted that communities who successfully complete and maintain a mitigation plan receive larger amounts of Federal and State funding to be used on mitigation projects, and receive these funds faster, than communities who do not have a plan. Such funding sources that the plan caters to are Pre-Disaster Mitigation, Flood Mitigation Assistance, and Hazard Mitigation Grant Programs.

The 2020 update of the Sullivan County Hazard Mitigation Plan was created to act as a well-thought-out guide to be used by, and for, the people of Sullivan County. For this plan to be successful, the following jurisdictions participated in the drafting and preparation of the plan update. The participating jurisdictions include:

- Sullivan County (unincorporated)
- Town of Bluff City
- City of Bristol
- City of Kingsport

In reference to federal code title *44 CFR 201*, the plan is required to be submitted to both TEMA (State) and FEMA (Federal) for review to be approved. When the plan is deemed "approval pending adoption" by FEMA



(44 CFR 201.6(c)5), each of the participating jurisdictions will adopt the plan through a local resolution.

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# Section 1: Planning Process

## Planning Process Update

The last Sullivan County Hazard Mitigation Plan was approved by FEMA on August 11, 2015. Per federal requirements stated in *44 CFR 201*, all local hazard mitigation plans are required to go through a FEMA update review every 5 years to remain eligible for hazard mitigation grants. This update methodology was developed to assure that local governments are continuing to re-evaluate their risks and to regularly implement mitigation projects that can reduce community vulnerabilities.

The beginning of the plan's five-year update process took place at a meeting between Sullivan County Emergency Management, Sullivan County Planning & Codes, etc. and the Tennessee Emergency Management Agency (TEMA) on February 18, 2020 ([See Appendix 1](#)). At this meeting, Sullivan County Emergency Management stated that they would continue the role of leading staff and interested persons in updating their mitigation plan. The tasks to be undertaken by Sullivan County Emergency Management consisted of continuing to get agencies and the public involved in the county's mitigation efforts, performing the written plans required 5-year update, and soliciting for new mitigation actions/projects to be added to the plan. TEMA provided requested technical assistance at the beginning of the update process by presenting successful strategies that have been used in updating hazard mitigation plans, facilitating the meeting and guiding the committee on planning requirements; (a service established as part of the Tennessee Mitigation Initiative). Additional activities during this meeting include reviewing past incidents, disasters and data to gain a complete understanding of the hazards faced by Sullivan County and all jurisdictions within. The committee proceeded to rate each hazard to evaluate risk. This rating of each hazard is incorporated into the plan under Risk Assessment. The mitigation goals were established and reviewed.

Prior to these meetings, Sullivan County began reorganizing the county-wide hazard mitigation committee. Realizing that a successful mitigation committee includes a number of representatives, specialists, and individuals who can give valuable/unique insights that local emergency management staff may not have considered; invites to be a part of this plan update included open invitation to elected officials, county and city staff, representatives of the jurisdictions, neighboring counties, local businesses, state agencies, private organizations, academia, non-profits,

and other noticeable persons. These invites included email, phone and face to face contact by Emergency Management staff.

Within this plan update, the participating jurisdictions are outlined in the Executive Summary. The Sullivan County Hazard Mitigation Committee for the plan update consists of the following members:

Member	Representation
Jim Bean ( <b>Committee Chair</b> )	Sullivan County EMA Deputy Director
Scott Boyd - Chief	Kingsport Fire Department
Terry Arnold - Deputy Chief	Kingsport Fire Department
Jacob Chandler - Engineer	City of Bristol
Jeff Harrison - Engineering Const Inspector	City of Bristol
Tina Wright - Admin Assistant	Sullivan County EMA
Steve Perry - Logistics Chief	Sullivan County EMA
Savannah Garland - Planning Department	City of Kingsport
Mike Carrier - Chief	Bristol Tennessee Fire Department
Ambre Torbett - Planning Director	Sullivan County Planning & Codes
Greg Depew - Chief	Bluff City Police Department

The Sullivan County Hazard Mitigation Committee continues to be the county's lead in all mitigation efforts and in the development of the county's mitigation plan. The committee member's efforts in the plan update were broken down into five stages: **1)** analysis of the 2015 plan **2)** updating of the plan, **3)** public participation, **4)** review of the final updated plan, and **5)** adoption of the plan.

**Stage 1:** During the analysis of the plan, Sullivan County Emergency Management, with assistance from TEMA, reviewed the original county plan and made notes on what sections would require the main updates. Sullivan County Emergency Management suggested that the two core areas for needed updates were in the risk/vulnerability assessment and in the restructuring of the county's listed hazard mitigation projects.

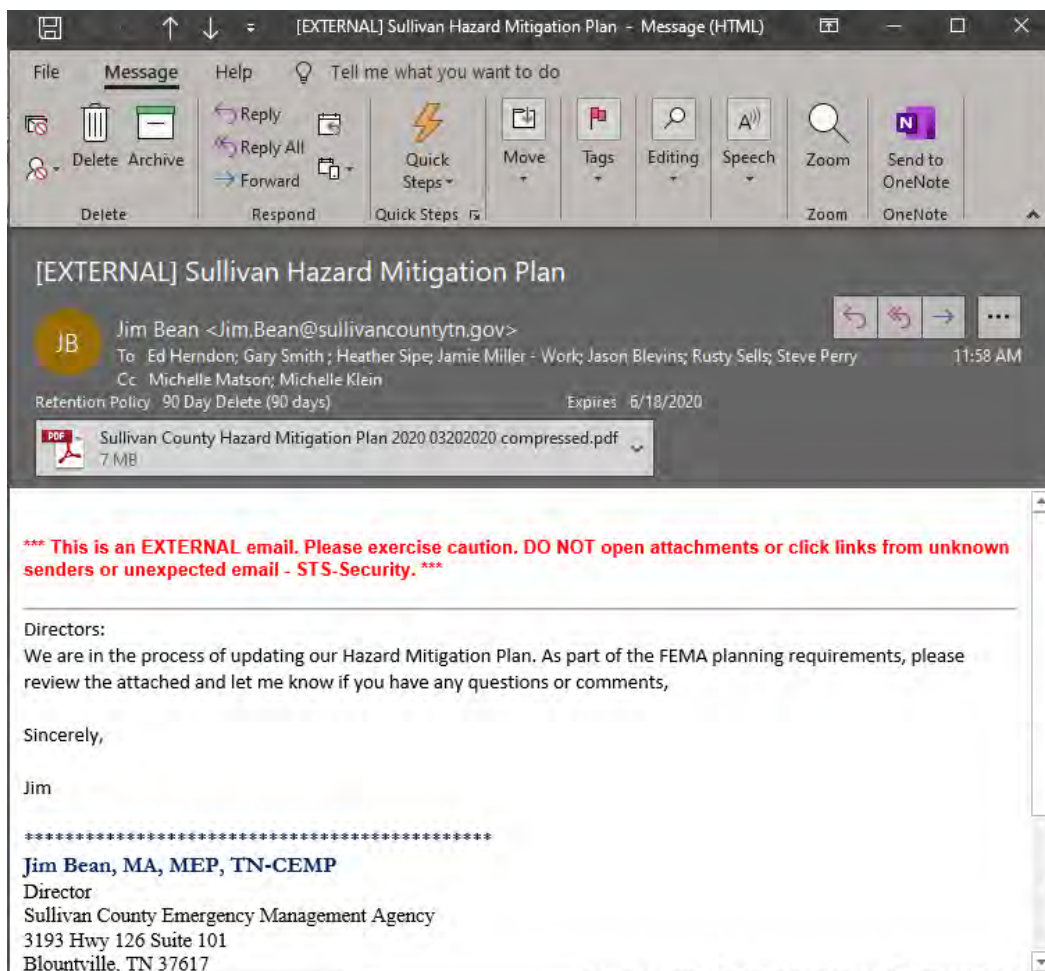
**Stage 2:** From there the committee started making the updates to the plan. Tasks included soliciting for new mitigation projects to be added to the plan and examining the status of mitigation projects listed in the 2015 plan.

**Stage 3:** To encourage public involvement, the Sullivan County Hazard Mitigation Committee advertised the second committee meeting for February 25, 2020 on the Sullivan County Emergency Management's Facebook page. This notice presents the purpose of the meeting, the time and date of the meeting, the exact location of the meeting, and stated that all are invited to attend. This meeting provided a great opportunity

for the public to comment on the plan during the update drafting stage, to contribute in project proposals, and to participate in project reprioritization. [Appendix 2](#) provides a copy of the meeting's attendance sheet and [Appendix 3](#) presents a copy of the public notice for the meeting.

**Stage 4:** Next the committee evaluated the written updates of the plan against FEMA's crosswalk requirements via email correspondence. This also included having the jurisdictions review the drafts that specifically addressed aspects of their jurisdiction before the plan is sent to FEMA for review.

Also, Sullivan County Emergency Management invited the surrounding jurisdictions to comment on the plan via email. The email was addressed to the surrounding County's Emergency Managers which included Hawkins County, Greene County, Washington County, Carter County and Johnson County. The screenshot of the invite is below.



**Stage 5:** Upon receiving the “Approval Pending Adoption” designation from FEMA’s review, adoption/resolution will be obtained for each participating jurisdiction.

## **Review of Existing Information**

A preliminary review of existing plans, reports, and information was conducted during the initial phase of creating the Sullivan County Hazard Mitigation Plan. The primary purpose of reviewing this information was to identifying local hazards, recognizing local risks, and understanding different local vulnerabilities. The following list of sources identifies some of the existing studies that were reviewed:

- Sullivan County Multi-Jurisdictional Hazard Mitigation Plan, 2015
- Sullivan County Emergency Operations Plan
- Sullivan County Regional Plan: A Guide for Future Land Use & Transportation Development, 2006-2026
- Town of Bluff City Land Use & Transportation Plan, 2008-2028
- City of Bristol Future Land Use Plan, 2006-2025
- City of Bristol Capital Improvements Plan, 2015-2019
- City of Kingsport Capital Improvements Plan, FY2013-2014
- City of Kingsport Long Range Transportation Plan, 2035
- Sullivan County, TN Flood Insurance Study, 2006 and
- State of Tennessee Standard Hazard Mitigation Plan.

All the listed plans, studies, and data sources were incorporated into the Sullivan County Multi-Jurisdictional Hazard Mitigation Plan. These sources developed the plan’s hazard, risk, and vulnerability assessment sections that in return led to the establishment of meaningful mitigation projects (aka: actions).

## **Updates within the Plan**

It is important to note that this countywide plan was entirely reorganized and updated head-to-toe from the original Sullivan County Multi-Jurisdictional Hazard Mitigation Plan. Sullivan County reviewed and analyzed each section of the original plan and made updates in the following ways:

### Section 1: Planning Process

Sullivan County updated the original plan’s description of the planning process to include the new or no longer participating committee members, updated the plan’s description of the most recent countywide mitigation meetings that took place in 2020, and documented the last opportunities for the public to get involved.

Sullivan County also reviewed the list of existing documents from the 2015 plan and updated accordingly.

#### Section 2: County Profile

Sullivan County created a new development trends section in this plan update.

#### Section 3: Risk Assessment

The committee reviewed their hazards from the 2015 plan and decided to focus more on hazards of prime concern. This shift was made to allow for more meaningful mitigation actions/projects. These hazards include: Flooding, Severe Storms (Hail, Wind, Tornado), Winter Weather, Wildfire and Drought.

As part of the plan update, Sullivan County updated their previous occurrence hazard listings going back to 1950 except for Wildfires and Drought allowing for re-evaluation of each hazard's extent, probability, and potential impacts. The source for this data was NOAA's National Centers for Environmental Information, Storm Events Database (NCEM). In some instances, this data did not go back to 1950 but all documented events from the NCEM are included. The county then decided to use a different method for determining vulnerabilities/risks because this new method was considered superior to the older plan's method. Also, the plan now has a HAZUS-flood model study and simplified countywide floodplain maps (as seen in the plan's appendices).

#### Section 4: Mitigation Strategy

Sullivan County changed their mitigation goals from the 2015 plan to allow for a broader focus and the likely shift in priorities as the 5 years progress. Additionally, Sullivan County has utilized a new method for prioritizing mitigation projects, (thought to be superior to the previous method). Sullivan County also has brainstormed many new mitigation projects that were added to the list, used a new chart method to profile project details, and developed a system to describe where their previous plan's projects are in terms of being implemented.

#### Section 5: Plan Maintenance

Sullivan County updated how they would work with the other jurisdictions in monitoring, evaluating, and updating the plan, provided an updated list of mechanisms they could incorporate mitigation within, stated that Sullivan County Basic Emergency Operations Plan has mitigation concepts incorporated within it, and updated how all the jurisdictions would keep the public involved in updating processes.



## Section 2: County Profile

### Development Trends

Sullivan County is bordered by four Tennessee counties in northeastern Tennessee (Hawkins to the west, Washington, Carter to the south and Johnson to the east) and two Virginia Counties (Scott and Washington) to the north. Sullivan County encompasses approximately 429.7 square miles, 17 of which are water. The terrain ranges from smooth rolling hills and valleys to mountain ranges. Elevations range from about 1,200 feet along the Holston River to 3,800 feet in the Holston Mountain Range near the Carter, Johnson and Sullivan County lines. Other spot elevations are:

- Blountville - 1,595 feet; Kingsport - 1,220 feet; Bristol - 1,650 feet; High Point on Bays
- Mountain - 2,405 feet; and Overlook at Boone Dam - 1,420 feet.

Sullivan County is in the Holston River drainage basin. The floodplains of the Holston River, Reedy Creek, Horse Creek, and Beaver Creek are fairly wide and flat. The floodplains of most of the other streams in the county are narrow. The terrain is hilly to mountainous. The 2015 Sullivan County Hazard Mitigation Plan stated the 2010 U.S. Census population for the County was 156,823 persons (density of 379.4/sq mi) with an estimated population in 2011 of 157,419 persons. The estimated population for 2018 Sullivan County is 157,668.

The Town of Bluff City is situated in Sullivan County approximately 9 miles southwest of the City of Bristol. The 2010 population of Bluff City was 1,733 persons with population estimates for 2018 being 1,665.

The City of Bristol is situated in Sullivan County bordering the Tennessee-Virginia state line with an area of 30.6 square miles. It is directly adjacent to its twin city, Bristol, Virginia. The 2010 population of Bristol, Tennessee, was 26,702 persons with population estimates for 2018 being 26,881.

The City of Kingsport is located on the north bank of the South Fork Holston River, just south of the Tennessee-Virginia state line and Weber City, Virginia. Kingsport is a city in Sullivan and Hawkins counties. Kingsport is the home of large industrial and commercial development. The 2010 population of Kingsport was 48,205 persons and the 2018 population estimate is 54,076.

Kingsport and Bristol represent a recognized trade center for a two-state area and are located very near to the Virginia state line. Kingsport-Bristol, TN (includes Bristol, VA) is the center of a Metropolitan Statistical Area (MSA). The MSA title corresponds to the name of the largest central

city(s) in the area. Additionally, the Kingsport-Bristol MSA and the Johnson City MSA constitute the Johnson City-Kingsport-Bristol Combined Statistical Area (CSA). These three cities are commonly referred to as the Tri-Cities region.

Agriculture is an economic component in Sullivan County and the jurisdictions within. According to the United States Department of Agriculture's information gathered in 2017, there are 1,183 farms in Sullivan County, and the jurisdictions within, which is an increase from 2012 of +10 farms. The market value of products sold is \$21,999,000 which in average of \$18,596 per farm. The total land in farms is 83,847 acres with 38% being cropland, 38% being pastureland, 19% being woodland, and 5% being other. 65 acres are irrigated.

### **Future growth**

The committee was asked to provide feedback and information on future trends. The specific question asked was, "List the areas in your jurisdiction (region, subdivision, etc.) that have experienced growth in the past 10 years or are anticipated to have significant growth in the near future, as well as any potential complications from natural hazards due to the development."

The committee's answers is as follows. Industrial growth includes Eastman Chemical Administrative Building, HSN Distribution Center in Piney Flats and Aerospace Park in Blountville. Commercial growth includes Pinnacle in Bristol, Fort Henry Mall remodeling in Kingsport and Miracle Field in Kingsport. Residential growth includes Sullivan County has had a steady growth over the past 10 years, and single family dwellings and apartment complexes being constructed in what was once farmland.

### **Resource Capabilities**

	YES	NO
Does your jurisdiction enforce building code ordinances? (Inside City jurisdictions only)	X	
Does your jurisdiction enforce zoning code ordinances?	X	
Is your jurisdiction a member of the National Flood Insurance Program?	X	
Does your jurisdiction have the following resources in place?		
Law enforcement	X	
Full-time fire services (Inside City jurisdictions only)	X	
Grant writer		X
Public information officer	X	

## **Expanding & Improving Mitigation Programs**

Sullivan County, Bluff City, Bristol and Kingsport have continued to work together in the identification of vulnerable areas and the pursuit of projects especially through the Hazard Mitigation Plan updates of 2014 and 2020. Both have sought additional funding whether it be mitigation funding, and other means, to complete mitigation projects. Finding the match funds is difficult but not impossible. It requires focused effort on the budget for each jurisdiction along with buy-in on the mitigation program/project. Financial means to complete mitigation projects is a concern. Additional challenges include buy-in from elected officials will be needed along with matching funds that are required along with community support for projects that will not show the results until during a disaster.

The committee was asked, "In what ways do you see opportunity to expand or enhance mitigation programs in your community?" The response was, "Grants for generators in emergency service locations such as fire/EMS/Police Stations. There is a need for generators especially in lieu of potential tornadoes and severe winter weather." The other was public education for all the county and cities.

## **Section 3: Risk Assessment**

### **Hazard Identification**

To begin to assess Sullivan County, and all jurisdictions within, risk to natural hazards and identify the community's areas of highest vulnerability, the mitigation committee had to identify which hazards have or could impact the county. This hazard identification process began with researching previous hazard events that have occurred in Sullivan County by going through newspaper articles, Sullivan County Emergency Management records, the 2015 Sullivan County Hazard Mitigation Plan, and recalling personal experiences. From there Emergency Management staff also analyzed hazard events that could occur in the county by reviewing scientific studies and the State of Tennessee Hazard Mitigation Plan. The following hazards have been identified as hazards of prime concern by the Sullivan County mitigation committee. There is a change in focus from the 2015 plan to the 2020 plan to allow for balancing of priorities. The 2015 plan risk assessment was too overwhelming to allow for identification of the prime hazards. By focusing on hazards that are a top priority for the committee, it allowed for better committee discussion and awareness. In some cases, sources of data are restricted to the State of Tennessee Hazard Mitigation Plan and state agencies to ensure continuity of reporting into future years. Consideration has been paid to local needs, input and sensitivities to ensure state and federal input doesn't influence the needs or desires, as deemed appropriate by the committee, of this local plan.

### **Flooding**

Flooding events occur when excess water from rivers and other bodies of water overflow onto riverbanks and adjacent floodplains. In addition, lower lying regions can collect water from rainfall and poorly drained land can accumulate rainfall through ponding on the surface. Floods in Sullivan County are usually caused by rainfall but may also be caused by snowmelt and man-made incidents. The below charts explain common ways flooding occurs and common factors that contribute toward the severity of floods.

Common Ways Flooding Occurs	
Methods	Description
<b>Overland Flow</b> <b>(a) Infiltration</b> <b>(b) Saturation</b>	-Excess overland flow occurs when the rain is falling more rapidly than it infiltrates into the soil. -Excess overland flow occurs when soil spaces are so full of water that no more rain can be absorbed.
<b>Throughflow</b>	-Rainwater which has infiltrated into unsaturated soil can move horizontally to the river channel. This process is slower than overland flow but faster than baseflow.
<b>Baseflow</b>	-Rainwater which has percolated to the aquifer can seep into the river channel. This is the slowest process.

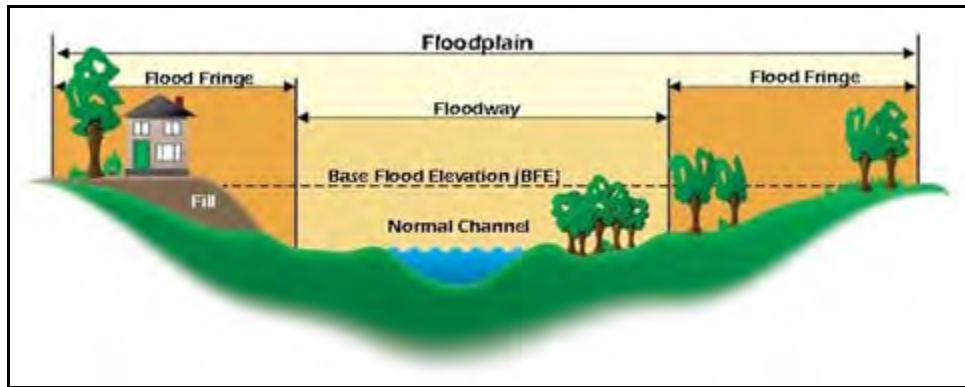
*Source: The Field Studies Council*

Common Causes of Flooding	
Factor	Effect on Flooding
<b>Geology</b>	Impermeable rocks are saturated more quickly than porous and pervious rocks. Saturation-excess overland flow is more common. Sandy soils have larger pore spaces than clay soils. Infiltration is most rapid in sandy soils.
<b>Relief</b>	Water reaches the channel more rapidly in a steeper basin as water is travelling more quickly downhill.
<b>Vegetation</b>	Vegetation intercepts a large proportion of rainfall. Where trees are deciduous, discharge is higher in a forested basin in winter as there is less interception.
<b>Meteorological Factors</b>	Where rain is falling faster than the infiltration rate there is infiltration-excess overland flow. This is common after a summer storm. Snow does not reach the channel but is stored on the ground surface. As snow melts, the meltwater will reach the channel quickly as infiltration is impeded if the ground is still frozen.
<b>Catchment Shape</b>	It takes less time for water to reach the channel in a circular basin as all extremities are roughly equidistant from the channel.
<b>Land Use</b>	Surface runoff is higher in urban areas because there are more urban surfaces (concrete & tarmac) and sewers take water rapidly to rivers. There is less interception and evapotranspiration and more surface runoff in a deforested catchment.
<b>Catchment Size</b>	Water reaches the channel more rapidly in a smaller basin as water has a shorter distance to travel.
<b>Antecedent Conditions</b>	The level of discharge before the storm is called the antecedent discharge. Even a small amount of rain can lead to flooding.

*Source: The Field Studies Council*

In Sullivan County, some areas are more flood-prone than others. One of the ways of identifying these flood-prone areas is through determining the county's 100- and 500-year floodplains. 100-year floods are calculated to be the level of flood water expected to be equaled or exceeded every 100 years on average, meaning a flood that has a 1% chance of being equaled or exceeded in magnitude in any single year. A 500-year floodplain has a 0.2% chance. A 100-year floodplain would include the areas adjoining a stream, river, or watercourse that would be covered by water in the event of a 100-year flood (see diagram below).

## Characteristics of a Floodplain



*Source: FEMA*

In Sullivan County, all jurisdictions have 100-year floodplains located within their boundaries and all jurisdictions are susceptible to smaller localized flooding outside of the 100-year floodplains. Areas in the county known to flood more often include:

- Austin Springs Road
- Bancroft Chapel Road
- Barnette Road Underwood Spring Branch Road
- Bethel Drive
- Beulah Church Road
- Big Arm Road
- Big Hollow Road
- Big Springs Road
- Buncombe Road
- Evergreen Drive
- Glen Alpine Road (at Ridge Rd, Princeton Rd, Rushmore Rd Intersections)
- HarrTown Road
- Hawley Road
- Mount Holston Road
- Murrell Road (at Creek Crossing just past Old Blairs Gap Rd)
- Ollis Bowers Hill Road (at bridge)
- Packing House Road (at city line)
- Paperville Road
- Pemberton Road
- Pickens Bridge Road
- Pleasant Grove Road
- Princeton Road (between Little Valley Rd & Hinkle Rd)
- Reservoir Road (at Glen Alpine Rd, also between Diana Rd & Long Hollow Rd)
- Riley Hollow Road
- Ryder Church Road
- Sky Wa Mo Road

- Springdale Drive
- Tate Road

*Detailed Flood Insurance Rate Maps (FIRMs) are also included in [Appendix 4](#), which shows where FEMA has placed the 100-year and 500-year floodplains for each jurisdiction.*

Sullivan County historically has had many flood events in the past. Based on NOAA NCDC data, the following charts provide a list of flood events occurring in Sullivan County from 1950 to 2020 and a list of each flood's description of impacts imposed on the community. No flood was listed for Sullivan County prior to 1996.

The following information was obtained by accessing the NOAA database. <https://www.ncdc.noaa.gov/stormevents/>. This information represents all the events and extent of the Flooding hazard experienced by Sullivan County, including the jurisdictions located within, and is the only source of data accessible. The information provided for Sullivan County also applies to the school district due to the geographic distribution of the schools throughout the County.

## Flood Events in Sullivan County: 1950 to 2020

Location	Date	Deaths	Injuries	Property Damage	Extent/Impact Description
Countywide	1/19/1996	0	0	0	Two to over three inches of rain Friday night into Saturday morning combined with melting snow resulted in flooded roads, homes and farmlands.
Countywide	3/15/1996	0	0	0	Heavy rain flooded the Glenn-Aline Road causing a school bus to stall. Children were forced to evacuate the bus.
Blountville	5/24/1996	0	0	20000	Between 1.5 and 3 inches of rain fell in one hour. Several roads were closed and at least one home was heavily damaged.
Bristol	5/24/1996	0	0	0	Numerous streets and secondary roads were flooded. Several Bristol residents were evacuated.
Bloomingtondale	5/25/1996	0	0	0	There was extensive flooding near Bloomingdale. Homes and streets were flooded and vehicles were reported to be afloat. Hail up to Quarter size also occurred.
Countywide	5/26/1996	0	0	0	Strong thunderstorms with heavy rains moved across areas where the ground was completely saturated from previous rains. Numerous roads were closed or washed out and mudslides were reported.
Countywide	5/26/1997	0	0	0	In Sullivan county, Bloomingdale Road blocked by high water. 8 to 10 inches of water on the road in north part of Kingsport.
Kingsport	7/22/1997	0	0	0	Widespread street flooding in downtown Kingsport.
Kingsport	6/22/1998	0	0	0	Flooding reported in Kingsport, Colonial Heights and Bloomingdale.
Sullivan Gardens	6/24/1998	0	0	0	Creek out of banks and roads flooded around Sullivan Gardens, Mitchell Road and Fordtown Road.
Countywide	7/11/1999	0	0	0	Widespread showers and thunderstorms with heavy rain caused flooding problems throughout much of East Tennessee. Numerous incidents of minor flooding were reported around the remainder of the region. Water began to recede across the region by late afternoon/early evening Monday.
Kingsport	7/24/1999	0	0	0	Flooding on Chadwell Road east of Kingsport. Road closed for a short time.
Countywide	7/3/2001	0	0	0	Several homes, streets and roads flooded across the county.
Blountville	7/29/2001	0	0	0	Water in businesses and two vehicles submerged in a parking lot.
Bristol	7/29/2001	0	0	0	Water entered a home on Wyatt Hollow Road.
Countywide	7/29/2001	0	0	0	High water problems continued with a few roads closed and homes flooded.



not provided	3/17/2002	0	0	0	Widespread flooding occurred across most of East Tennessee. Rainfall totals between five and eight inches were reported in 36 hours. Total damage estimates were calculated to be over 5 million dollars.
not provided	2/14/2003	0	0	0	Four day rainfall totals of two to eight inches fell across east Tennessee. This rainfall combined with a melting snowpack (reports of up to a foot in the higher elevations) to produce widespread flooding of rivers and streams with numerous mudslides also reported.
not provided	2/21/2003	0	0	0	With the ground already saturated from the previous week's rainfall, three day rainfall totals of one to three inches created some flooding of streams and rivers as well as several mudslides across east Tennessee. Rivers which rose above their flood stages included the South Chickamauga, Clinch, Powell, Holston, Pigeon, French Broad and Sequatchie rivers.
not provided	4/10/2003	0	0	0	Seven day rainfall totals (4th through the 10th) of three to five inches were reported across central east Tennessee and northeast Tennessee, with one to three inches occurring on the 10th. Several secondary roads across the area were flooded with several rivers experiencing some minor flooding including the Clinch, French Broad, Holston, Pigeon and Powell rivers.
Bloomington	6/11/2003	0	0	0	Flooding around Bloomington from streams out of banks and clogged storm drains. Some road closures.
Emmett	6/15/2007	0	0	10000	Highway 421 at Pemberton Road washed out.
Bristol	9/24/2009	0	0	0	Flash flooding was occurring with several inches of water flooding across Highway 11 east in Bristol, Tennessee. Several areas of thunderstorms continued to train over northeast Tennessee, resulting in flash flooding across portions of the area.
Howard Hill	9/25/2009	0	0	0	Flash flooding occurred along highway 11 west and along Sullivan road in the Kingsport, Tennessee area. Several inches of water was over the listed roads and flowing, resulting in flash flooding.
Howard Hill	9/26/2009	0	0	0	Areal flooding occurred along highways 36 and 11 west in Kingsport, Tennessee. Several inches of water was over the road, with a few areas briefly impassable due to the flooding. A nearly stationary front across the Tennessee valley region continued to aid in the development of very heavy rainfall that contributed to flash flooding that evolved into a large areal flood event across southeast through northeast Tennessee.

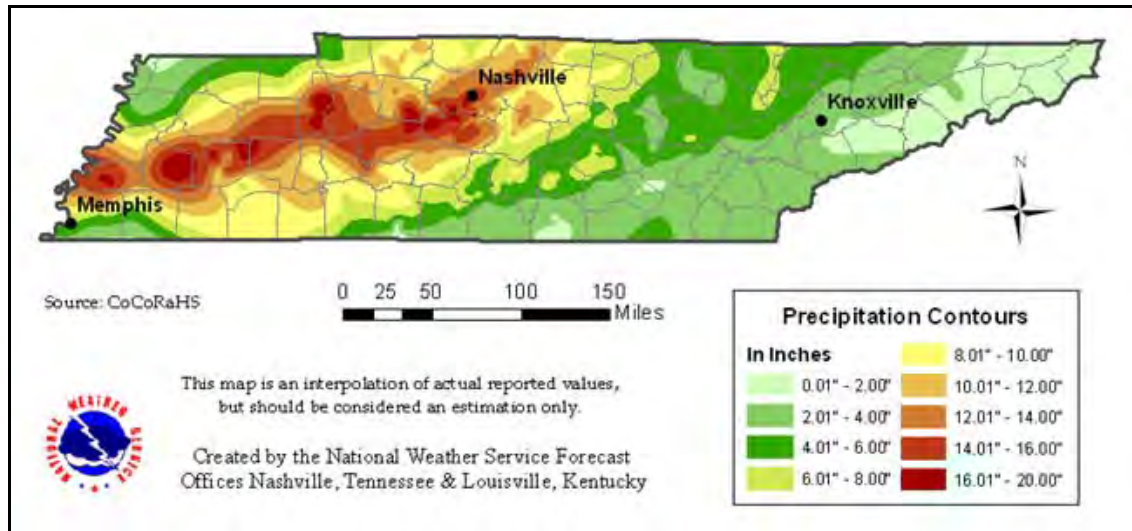
Bristol	12/9/2009	0	0	0	Widespread flooding occurred across the county with water over several roads up to three feet deep. A strong low pressure tracked across east Tennessee bringing damaging non-thunderstorm winds to the area late in the day on the 8th and continued into the overnight hours on the 9th. The strongest winds occurred over the higher elevations. Flash flooding was also reported in the overnight hours.
Kingsport	4/25/2011	0	0	0	Law enforcement personnel reported Carters Valley Road flooded by heavy rain from a thunderstorm near Kingsport. A boundary across the area triggered thunderstorms in east Tennessee during the afternoon and evening hours. A few became severe producing large hail and damaging thunderstorm wind.
Silvacoila	7/10/2012	0	0	1000	Several roads were reported to be closed due to high water between Blountville and Bristol. A slow low pressure system over the lower Mississippi valley fed deep moisture from the Gulf into the area. Several rounds of thunderstorms were produced. Localized heavy rain produced flooding during the morning round.
Kingsport	1/15/2013	0	0	1000	Many roads flooded around Kingsport. Significant synoptic scale event produced several inches of rain over much of the area.
Kingsport	7/17/2013	0	0	50000	Widespread flash flooding across the county including city of Kingsport. Several roads closed. Several home and vehicle rescues. Severe thunderstorms formed in a moist and moderately to strongly unstable air mass situated on the periphery of a large Upper Level High Pressure System over the Ohio Valley. The storms produced mostly wind damage. However, training convective cells produced some major flash flooding across the Tri-Cities area.
Bluff City	4/23/2017	0	0	2000	Campgrounds and parking lots at Bristol Motor Speedway were flooded by Beaver Creek and Back Creek coming out of their banks.
Thomas Bridge	4/15/2018	0	0	1000	Parking lot at Bristol Motor Speedway flooded, with water entering a few souvenir tents set up for a race event. Low pressure tapping Gulf moisture produced rainfall areawide. Rain was heavier and more persistent during the evening over the mountainous terrain of the northeast tip of Tennessee.
Sullivan Gardens	2/7/2019	0	0	0	State Road 93 closed at SR 347 due to flooding.
Kingsport	7/22/2019	0	0	0	Street flooding occurred near Dobyys-Bennett High School.

The committee shared their personal experiences of flooding events that have occurred in Sullivan County, Town of Bluff City, City of Bristol and City of Kingsport. The following is transcribed from their thoughts.

- In the downtown area of Kingsport, moderate flooding has happened every few years.
- Flooding in Horse Creek and Reedy Creek areas.
- Annual flooding in the Reedy Creek and Horse Creek regions.
- Annual high water in the North and South Fork of Holston River.
- County flooding January and February 2020.
- February 2019 – Bristol had several homes with water damage that required several 1000's \$ in repair.
- Bristol had a landslide on Raytheon Rd. that created a serious vehicle accident involving a citizen and police cruiser with injuries.
- February 2020 – Bristol had a landslide on Bellebrook Rd. creating road closure and now an effort to stabilize that area.
- Typically, 1 to 2 inches of rainfall in a day with saturated soil will cause basements to flood. Many houses in the area were built on lots that should have been filled or should have not had basements built. Many crawl spaces will also flood. This amount of rain will also cause some streets to be closed due to flooding or sanitary sewer overflows. Bristol, TN has had to landslides in a year due to heavy rain. Similar basement flooding occurs with high intensity short duration rainfalls. Also, trees down across roads can be common due to rainfall/storms.
- Numerous localized flooding events that had effect on property damage in minor to moderate dollar loss that may only affect a few properties in low areas near streams.
- Blountville 1996 – 1.5 to 3 inches rain in 1 hour; 20,000 people affected
- 2013 Kingsport
- 2020 – Schools closed and/or delayed due to flooding – students could not get out.

Small localized flood events are likely to occur at least once every two years in Sullivan County. The severity of flooding that may occur in the county is measured by inches of rainfall and by feet of flooding. Based on previous occurrences, in a worst-case scenario it is possible for the extent of a flooding event to exceed 10 inches of rainfall, mudslides and on March 2002, an event caused over \$5 million in damages across East Tennessee. As seen with the May 2010 Tennessee Flood Event (*DR-1909*), it is possible for 20 inches or more of rainfall to amass within two days (see following map).

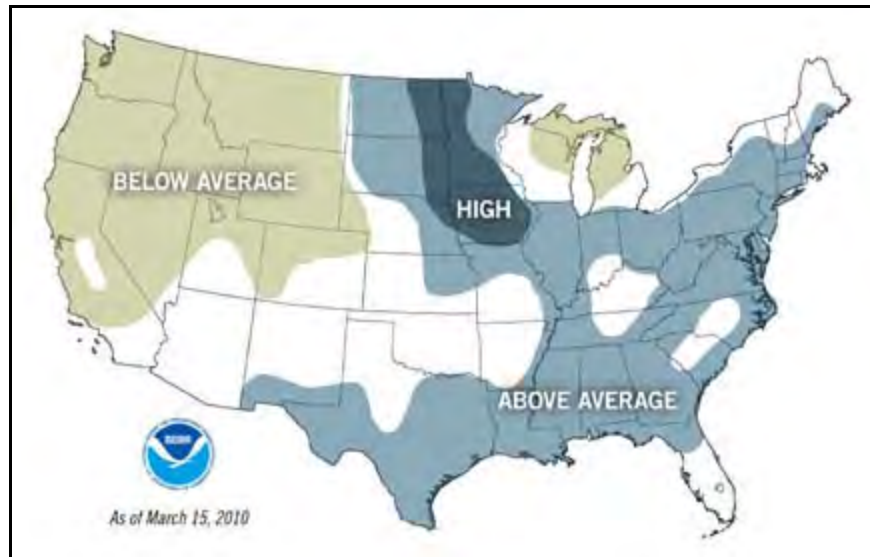
### Tennessee May Flood- Precipitation for May 1<sup>st</sup> & 2<sup>nd</sup> 2010



Source: National Weather Service

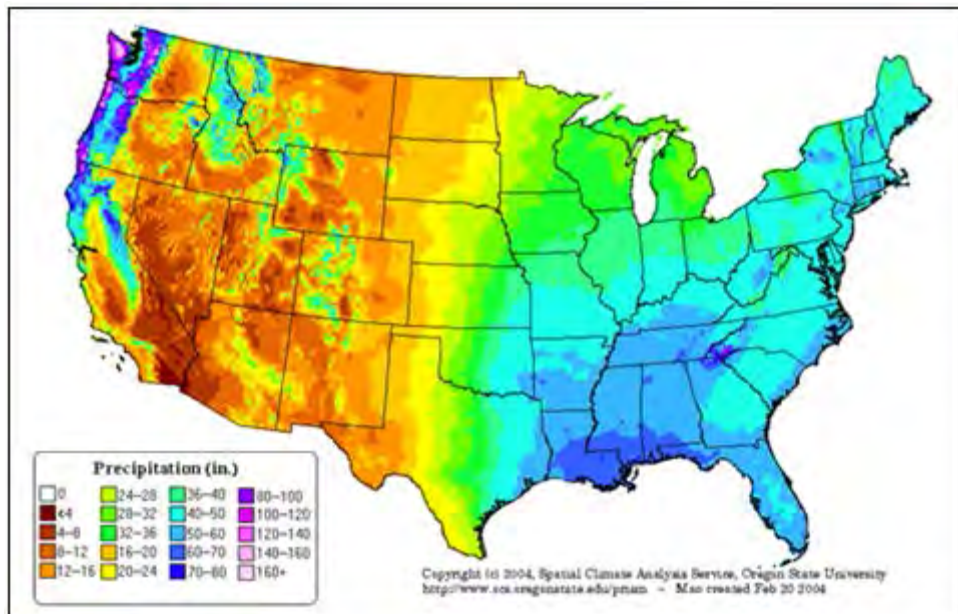
According to a NOAA Flood Risk Map (see map below), the majority of Tennessee was in an "above average" risk of flooding zone during spring 2010. This proposed vulnerability is coupled with the fact that on average Tennessee usually acquires over 50-60 inches of rainfall a year (see following map).

## Flood Risk Map



*Source: NOAA*

## Average Annual Precipitation per Year (1971-2000)



*Source: Spatial Climate Analysis Service, Oregon State University*

Sullivan County uses a ranking system to determine each jurisdiction's vulnerability to flooding events. This system is based off simple arithmetic which analysis's potential impacts to determine vulnerabilities and then analysis's the probability of a flood event occurring to calculate a flood risk ranking for each jurisdiction.

Jurisdiction	Impacts			Vulnerability
	Human	Property	Business	$H+P+B=\#; \# / 3 = V$
Sullivan County Unincorporated	1.67	3.33	1.33	2.11
Town of Bluff City	2.00	3.00	1.00	2.00
City of Bristol	2.25	2.75	1.75	2.25
City of Kingsport	2.50	3.00	2.00	2.50

Jurisdiction	Vulnerability	Probability	Risk $V+P=R$
Sullivan County Unincorporated	2.11	3.00	5.11
Town of Bluff City	2.00	3.00	5.00
City of Bristol	2.25	2.75	5.00
City of Kingsport	2.50	2.50	5.00

Scale	
Low	2-3.6
Moderate	3.7-5.2
Medium	5.3-6.8
High	6.9-8.4
Severe	8.5-10

Human	
<i>Risk of injuries and deaths from the hazard</i>	
1	Death very unlikely, injuries are unlikely
2	Death unlikely, injuries are minimal
3	Death unlikely, injuries may be substantial
4	Death possible, injuries may be substantial
5	Deaths probable, injuries will likely be substantial

Property	
<i>Amount of residential property damage associated from the hazard</i>	
1	Less than \$500 in damages
2	\$500-\$10,000 in damages
3	\$10,000-\$500,000 in damages
4	\$500,000-\$2,000,000 in damages
5	More than \$2,000,000 in damages

Business	
<i>Amount of business damage associated from the hazard</i>	
1	Less than 3 businesses closed for only a day
2	More than 3 businesses closed for a week
3	More than 3 businesses closed for a few months
4	More than 3 businesses closed indefinitely or relocated
5	A top-10 local employer closed indefinitely

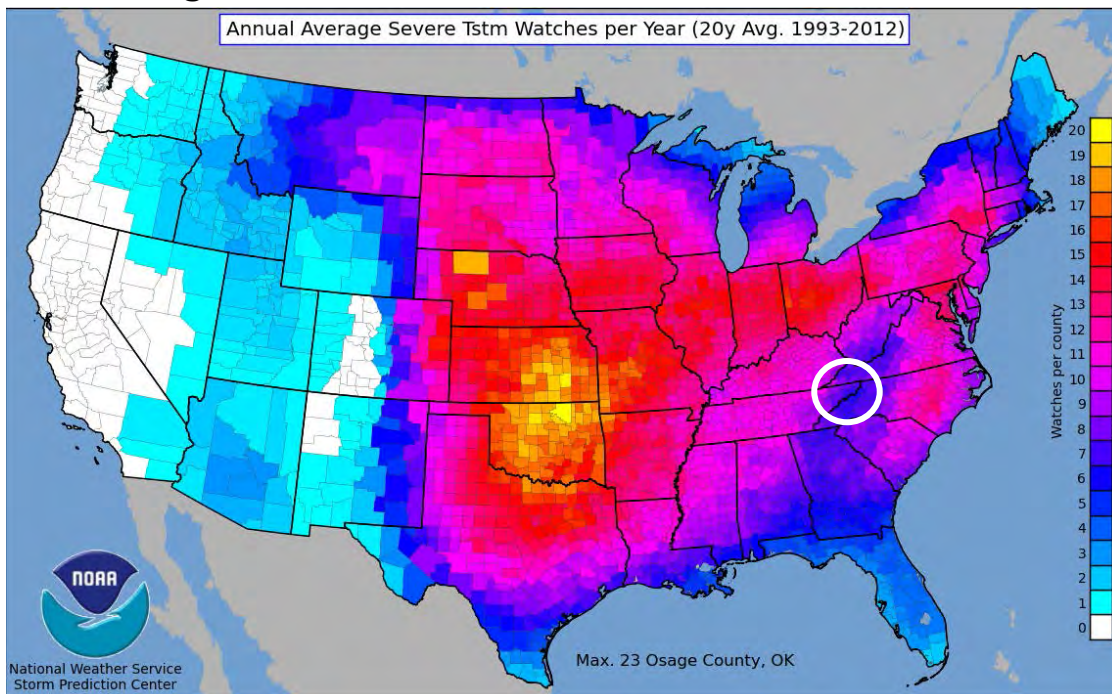
Probability	
<i>Likelihood of the hazard occurring within a given span of years</i>	
1	Less than once every 10 years
2	About once every 5-10 years
3	About once every 2-5 years
4	About once a year
5	More than once a year

For further information about flooding hazards in Sullivan County, see the HAZUS vulnerability study in [Appendix 5](#).

## **Tornadoes/Severe Storms**

According to the National Weather Service, to consider a storm severe it must encompass one of three traits: produce winds greater than 58 miles per hour (50.4 knots), produce hail  $\frac{3}{4}$  of an inch or greater in diameter, or produce tornadoes. On average, a typical county in Tennessee has about 5 to 10 severe storm watches per year (see map below).

### **Average Severe Storm Watches Per Year (1993-2012)**



Source: NOAA/NWS Storm Prediction Center

A tornado is a violently rotating column of air that extends from a thunderstorm, etc. down to the ground, and can reach wind speeds of 40 mph to 250 mph and higher. Tornadoes paths, lengths, and widths can vary greatly. In Sullivan County, all jurisdictions are vulnerable to



tornado threats. The following map places much of Tennessee in the highest wind zone (see following map).

### Wind Zones in the United States



*Source: FEMA*

Sullivan County historically has had a few tornadoes in the past. Based on NOAA NCDC data, the following charts provide a list of tornado events occurring in Sullivan County from 1950 to 2020 and a description of recent impacts. The largest tornado occurred in 1977 and 2014 at an F1. The costliest tornado was in 1997.

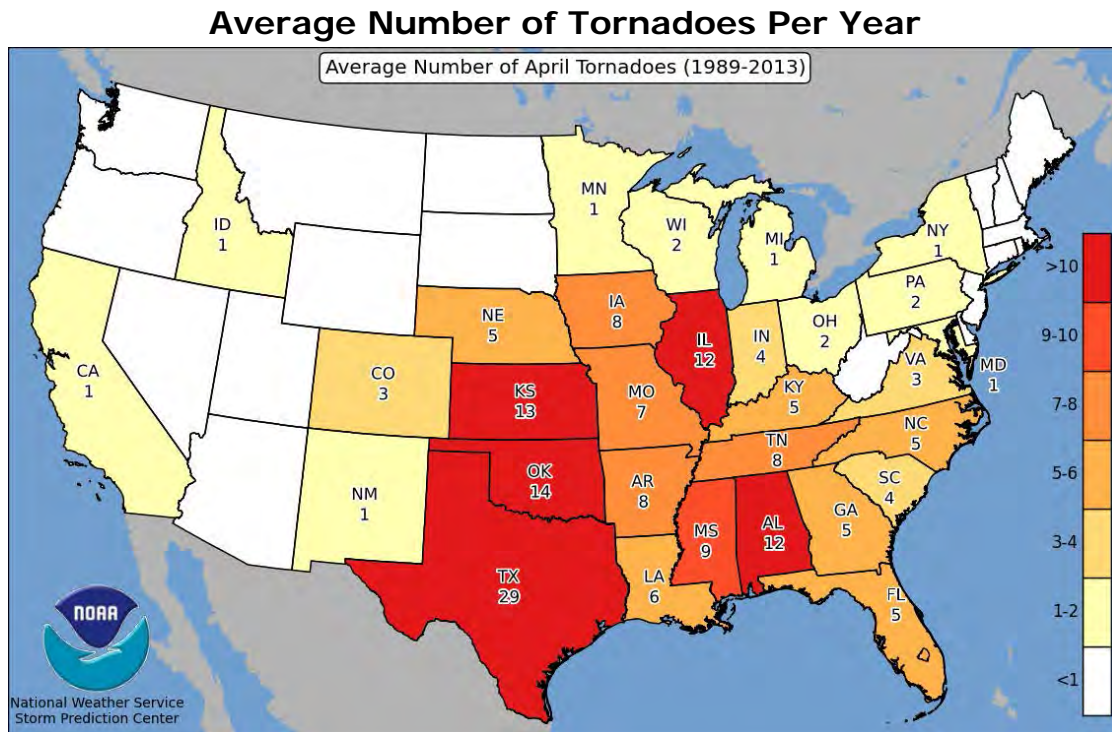
The following information was obtained by accessing the NOAA database. <https://www.ncdc.noaa.gov/stormevents/>. This information represents all the events and extent of the Tornado hazard experienced by Sullivan County, including the jurisdictions located within, and is the only source of data accessible. The information provided for Sullivan County also applies to the school district due to the geographic distribution of the schools throughout the County.



### Tornado Events in Sullivan County: 1950 to 2020

Location	Date	Extent	Deaths	Injuries	Property Damage	Extent/Impact Description
not provided	4/4/1974	F0	0	2	250000	Not provided
not provided	10/1/1977	F1	0	10	2500000	Not provided
Rock Springs	7/27/2014	EF1	0	0	0	An EF1 tornado occurred approximately three miles west southwest of Colonial Heights. The tornado had estimated winds of 110 mph with a path length of 0.5 miles and a width of 50 yards. One house was heavily damaged and a few other houses and barns had some damage. Also, numerous trees were uprooted or snapped off. A potent upper-level storm system impacted the region on Sunday, July 27th, bringing several rounds of severe weather along with locally heavy rainfall. Three tornadoes were observed across east Tennessee; one classified as a strong, EF-3 tornado with winds of 140 mph. Additionally, there were several reports of straight-line wind damage and large hail up 2 to 3 inches in diameter! A storm system of this magnitude is highly unusual for this time of year due to the strength of the front and the record cool temperatures it produced in the middle of the Summer season.

Based on previous occurrences, tornado events are likely to occur at least once every 23 years in Sullivan County (see the following map for other probability information).



The severity of tornadoes that may occur in the county is measured using the Enhanced Fujita Scale for tornadoes (see chart below). Based on tornado events in other East Tennessee counties, in a worst-case scenario it is possible for the extent of a tornado to exceed an EF4 ranking.

### Fujita Scale/Enhanced Fujita Scale for Tornadoes

Fujita Scale/Enhanced Fujita Scale for Tornadoes				
F-Scale	Fastest Quarter Mile Wind Speed	Typical Impacts	Enhanced Scale: 3 Sec Wind Gust Speed	Enhanced F-Scale
F0	40-72 mph	Some damage to chimney; breaks branches off trees; pushes over shallow-rooted trees; damages sign boards.	65-85 mph	EF0
F1	73-112 mph	Peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.	86-110 mph	EF1
F2	113-157 mph	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.	111-135 mph	EF2
F3	158-206 mph	Roof and some walls torn off well constructed houses; trains overturned; most trees in forest uprooted.	136-165 mph	EF3
F4	207-260 mph	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown and large missiles generated.	166-200 mph	EF4
F5	261-318 mph	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel reinforced concrete structures badly damaged.	Over 200 mph	EF5

*Source: NOAA National Weather Service; The Tornado Project*

Hail is the frozen form of precipitation, falling as small spheres of solid ice. Even though the risk from hail is relatively low, all jurisdictions have the possibility of hail causing some window and roof damage. Historically, hail events occur about once a year in Sullivan County. The severity of hail is measured by the diameter of the hail itself, commonly using the TORRO Hail Index (see following chart). Sullivan County's largest hail extent is reported at 2.75 inches (69.85 mm = H7). In the events listed by the NCDC, there was no documentation of damages. However, dollar losses are provided indicating financial impact.

### TORRO Hail Index

TORRO Hail Index			
Scale	Max Diameter	Comparisons	Typical Impacts
H0	5-9mm	Pea	No damage.
H1	10-15mm	Mothball	Slight general damage to plants, crops.
H2	16-20mm	Marble	Significant damage to fruit, crops, vegetation.
H3	21-30mm	Walnut	Severe damage to fruit and crops, damage to glass and plastic structures, paint and wood scored.
H4	31-40mm	Pigeon's Egg	Widespread glass damage, vehicle bodywork damage.
H5	41-50mm	Golf Ball	Wholesale destruction of glass, damage to tiled roofs, significant risk of injuries.
H6	51-60mm	Hen's Egg	Bodywork of grounded aircraft dented, brick walls pitted.
H7	61-75mm	Tennis Ball	Severe roof damage, risk of serious injuries.
H8	76-90mm	Soft Ball	Severe damage to aircraft bodywork.
H9	91-100mm	Grapefruit	Extensive structural damage. Risk of severe or even fatal injuries to persons caught in the open.

*Source: The Tornado & Storm Research Organization*

The following chart provides hail event information for Sullivan County between 1950 to 2020. The following information was obtained by accessing the NOAA database. <https://www.ncdc.noaa.gov/stormevents/>. This information represents all the events and extent of the Hail hazard experienced by Sullivan County, including the jurisdictions located within, and is the only source of data accessible. The information provided for Sullivan County also applies to the school district due to the geographic distribution of the schools throughout the County.

### Hail Events in Sullivan County: 1950 to 2020

Location	Date	Extent in Inches	Deaths	Injuries	Property Damage	Extent/Impact Description
not provided	10/8/1960	1	0	0	0	not provided
not provided	4/23/1967	1.5	0	0	0	not provided
not provided	4/23/1967	1.5	0	0	0	not provided
not provided	4/23/1968	1	0	0	0	not provided
not provided	7/25/1969	1	0	0	0	not provided
not provided	6/26/1971	0.75	0	0	0	not provided
not provided	5/5/1977	2.75	0	0	0	not provided
not provided	4/27/1989	1	0	0	0	not provided
Kingsport	5/24/1996	1.75	0	0	0	not provided
Bloomington	5/25/1996	1	0	0	0	not provided
Kingsport	5/25/1996	1.25	0	0	0	not provided
Kingsport	5/29/1996	0.75	0	0	0	not provided
Kingsport	8/4/1997	1.25	0	0	0	not provided
Kingsport	4/3/1998	1	0	0	0	not provided
Kingsport	4/3/1998	1.25	0	0	0	not provided
Colonial Heights	5/7/1998	1.75	0	0	0	not provided
Bristol	5/7/1998	1.75	0	0	0	not provided
Kingsport	6/3/1998	0.75	0	0	0	not provided
Kingsport	6/22/1998	1	0	0	0	not provided
Blountville	6/24/1998	0.75	0	0	0	not provided
Blountville	6/24/1998	0.75	0	0	0	not provided
Bristol	6/2/1999	1.75	0	0	0	not provided
Kingsport	8/1/1999	1	0	0	0	not provided

Tri City Airport	10/4/1999	0.88	0	0	0	not provided
Blountville	4/17/2000	1	0	0	0	not provided
Kingsport	5/28/2000	0.75	0	0	0	not provided
Kingsport	5/28/2000	1	0	0	0	not provided
Colonial Heights	7/28/2000	1.75	0	0	0	not provided
Kingsport	5/21/2001	0.88	0	0	0	not provided
Colonial Heights	5/22/2001	0.88	0	0	0	not provided
Bloomingtondale	6/29/2001	0.88	0	0	0	not provided
Kingsport	6/29/2001	0.75	0	0	0	not provided
Bristol	4/28/2002	0.75	0	0	5000	Dime size hail reported near the Bristol Speedway.
Bristol	6/2/2002	0.75	0	0	0	Dime sized hail reported in the vicinity of Bristol.
Kingsport	7/2/2002	0.75	0	0	0	Dime size hail was reported 1 mile west of Kingsport.
Piney Flats	7/3/2002	1	0	0	0	Quarter size hail was reported at Piney Flats.
Bristol	8/2/2002	0.75	0	0	0	Dime sized hail reported at Bristol.
Bloomingtondale	5/1/2003	0.88	0	0	0	Nickel size hail was reported at Bloomingtondale.
Bristol	6/16/2003	0.75	0	0	0	Penny size hail occurred approximately ten miles southwest of Bristol on interstate 81.
Countywide	9/27/2003	0.88	0	0	0	Nickel sized hail was reported across the county.
Tri City Airport	4/13/2004	1	0	0	0	not provided
Kingsport	6/14/2004	0.88	0	0	0	Nickel size hail in East Kingsport
Sullivan Gardens	4/22/2005	0.88	0	0	0	Nickel-size hail.
Kingsport	5/13/2005	0.75	0	0	0	Penny sized hail was reported at Kingsport.
Kingsport	5/18/2006	1	0	0	0	Quarter size hail was reported in Kingsport.
Kingsport	5/18/2006	0.88	0	0	0	Nickle size hail was reported in Lynn Garden.
Blountville	5/18/2006	0.75	0	0	0	Penny size hail was reported in Blountville.
Kingsport	5/26/2006	1	0	0	0	Quarter size hail was reported at Kingsport.

Kingsport	5/26/2006	1	0	0	0	Quarter size hail was reported five miles south southeast of Kingsport.
Bristol	6/11/2006	0.75	0	0	0	Penny-size hail in Bristol.
Sullivan Gardens	9/28/2006	1.75	0	0	0	Golfball size hail was reported at Sullivan Gardens.
Piney Flats	6/15/2007	1	0	0	0	A spotter reported quarter-size hail in Piney Flats.
Springdale	7/16/2007	0.88	0	0	0	Nickel size hail was reported in Kingsport.
Kingsport	8/29/2007	0.75	0	0	0	A spotter reported penny-size hail along Highway 11W in Kingsport.
Bristol	6/11/2008	0.75	0	0	0	Dispatcher reported penny-size hail in Blountville.
Springdale	7/4/2008	1	0	0	0	Quarter size hail was reported in the Colonial Heights area of Kingsport on Wilcox Drive.
Springdale	4/10/2009	0.88	0	0	0	A trained spotter reported nickel-size hail fell in the Kingsport area.
Springdale	9/16/2010	1	0	0	0	Quarter sized hail was reported in the vicinity of Kingsport.
Galloway Mill	3/24/2011	1	0	0	0	Quarter size hail was reported.
Kingsport	4/25/2011	1	0	0	0	A trained spotter reported thunderstorms produced quarter-size hail in Kingsport.
Sullivan Gardens	4/27/2011	2.75	0	0	0	NWS storm survey team reported thunderstorms produced baseball-size hail around Sullivan Gardens.
Bristol	4/27/2011	2.75	0	0	0	A trained spotter reported thunderstorms produced baseball-size hail 7 miles southeast of Bristol.
Bristol	4/27/2011	1.25	0	0	0	A trained spotter reported thunderstorms produced half-dollar-size hail in Bristol.
Blountville	4/27/2011	1.75	0	0	0	Amateur radio personnel reported thunderstorms produced golfball-size hail near Blountville.
Bristol	4/27/2011	2.75	0	0	0	A trained spotter reported thunderstorms produced baseball-size hail 9 miles southeast of Bristol.
Bristol	4/27/2011	2.75	0	0	0	Amateur radio personnel reported thunderstorms produced baseball-size hail in Bristol.

Rock Springs	5/22/2011	1	0	0	0	Quarter sized hail and some flooding was reported on Rock Springs Road in Kingsport.
Bristol	5/24/2011	1	0	0	0	Quarter size hail was reported.
Springdale	5/26/2011	1	0	0	0	Quarter size hail was reported.
Colonial Heights	5/26/2011	1.5	0	0	0	Ping pong ball size hail was reported.
Galloway Mill	5/26/2011	1	0	0	0	Quarter size hail was reported.
Blountville	5/26/2011	1	0	0	0	Quarter size hail was reported.
Galloway Mill	5/26/2011	1.75	0	0	0	Golf ball size hail was reported.
Bristol	5/26/2011	1	0	0	0	Quarter size hail was reported on Volunteer Parkway north of Bristol Motor Speedway.
Bristol	5/26/2011	1.25	0	0	0	Half dollar size hail occurred at the Bristol Country Club.
Galloway Mill	5/21/2013	1	0	0	0	Quarter size hail was reported in Bluff City.
Galloway Mill	5/21/2013	1	0	0	0	Quarter size hail was reported in Bluff City.
Vance	5/22/2013	1	0	0	0	Quarter size hail was reported in Piney Flats.
Weaver	7/17/2013	1	0	0	0	Quarter sized hail was reported at the intersection of Weaver Pike and Old Jonesboro Road.
Ridgefield	7/27/2014	1.75	0	0	0	Golf ball sized hail was reported three miles west of Kingsport.
Springdale	7/27/2014	2.75	0	0	0	Baseball size hail was reported in Kingsport.
Harr	5/12/2017	1	0	0	0	Quarter size hail was reported.
Rock Springs	3/17/2018	1	0	0	0	Quarter size hail was reported at the I-26 welcome center.

Severe storm winds most commonly occur as straight-line winds; a downburst of wind created by an area of significantly rain-cooled air that spreads out in all directions after hitting the ground. All jurisdictions are vulnerable to receiving damage from these severe storm winds. Historically, severe storm wind events occur about four times a year in Sullivan County. The severity of severe storm winds is commonly measured by wind speed (knots or mph). It is not unusual for Sullivan County to experience winds speeds up to 78 knots (89.7 mph) causing structural damage, power outages and trees down.

The following chart provides severe storm wind event information for Sullivan County between 1950 and 2020. The following information was obtained by accessing the NOAA database.

<https://www.ncdc.noaa.gov/stormevents/>. This information represents all the events and extent of the Severe Storm Wind hazard experienced by Sullivan County, including the jurisdictions located within, and is the only source of data accessible. The information provided for Sullivan County also applies to the school district due to the geographic distribution of the schools throughout the County.



## Wind Events in Sullivan County: 1950 to 2020

NP = not provided

Location	Date	Extent in Knots	Deaths	Injuries	Property Damage	Extent/Impact Description
not provided	6/16/1957	0	0	0	0	no information
not provided	6/17/1957	0	0	0	0	no information
not provided	9/14/1957	0	0	0	0	no information
not provided	6/3/1962	0	0	0	0	no information
not provided	8/3/1964	50	0	0	0	no information
not provided	5/8/1967	52	0	0	0	no information
not provided	4/23/1968	0	0	0	0	no information
not provided	7/22/1968	0	0	0	0	no information
not provided	6/24/1969	0	0	0	0	no information
not provided	6/24/1969	0	0	0	0	no information
not provided	6/28/1969	0	0	0	0	no information
not provided	7/25/1969	0	0	0	0	no information
not provided	5/16/1970	0	0	0	0	no information
not provided	6/5/1970	70	0	0	0	no information
not provided	9/16/1971	0	0	0	0	no information
not provided	5/23/1973	52	0	0	0	no information
not provided	1/28/1974	0	0	0	0	no information
not provided	4/4/1974	0	0	0	0	no information
not provided	4/4/1974	0	0	0	0	no information
not provided	4/8/1974	0	0	0	0	no information
not provided	12/5/1977	60	0	0	0	no information
not provided	7/20/1983	61	0	0	0	no information
not provided	7/24/1983	76	0	0	0	no information
not provided	8/11/1983	0	0	0	0	no information
not provided	8/11/1983	0	0	0	0	no information
not provided	9/3/1984	0	0	0	0	no information

not provided	7/16/1988	0	0	0	0	no information
not provided	5/6/1989	0	0	0	0	no information
not provided	6/2/1989	0	0	0	0	no information
not provided	6/12/1989	0	0	0	0	no information
not provided	5/28/1990	0	0	0	0	no information
not provided	6/22/1990	0	0	0	0	no information
not provided	4/9/1991	55	0	0	0	no information
not provided	4/29/1991	0	0	0	0	no information
not provided	7/10/1991	0	0	0	0	no information
not provided	8/29/1991	0	0	0	0	no information
Kingsport	8/20/1993	0	0	0	500	A highway sign and a few trees were blown down.
Kingsport	8/26/1993	45	0	0	5000	A tree was knocked down and fell on a house.
Kingsport	6/11/1995	0	0	0	20000	A mobile home on display was flipped over. A metal sign was bent over. Numerous trees and power lines were knocked down. One tree fell on a van, crushing the van's top.
Southern Sullivan Co	6/11/1995	0	0	0	2000	Some trees were blown down.
Bristol/Kingsport	6/26/1995	0	0	0	5000	An apartment building had a portion of its roof lifted off in Bristol. Several trees were knocked down.
Bristol	7/10/1995	0	0	0	5000	Several trees and power lines were knocked down.
Kingsport	7/25/1995	0	0	0	10000	Two businesses had their signs damaged. Several trees and power lines were blown down.
Kingsport / Bloomingdale	8/11/1995	0	0	0	10000	Some trees were blown down.
Kingsport	4/13/1996	52	0	0	0	no information
Kingsport	5/21/1996	NP	0	0	0	A few trees were downed causing power outages near Kingsport.
Countywide	5/24/1996	NP	0	0	5000	Numerous trees were reported down along with large hail in the Stoney Creek area.
Indian Springs	6/24/1996	NP	0	0	4000	Several trees were knocked down.
Bristol	7/2/1996	NP	0	0	0	Trees were downed on highways 33 and 37 as well as in the Christian Bend area.

Countywide	7/14/1996	NP	0	0	15000	Numerous trees and powerlines were downed. Some trees fell onto cars. A few houses were damaged.
Bristol	8/7/1996	NP	0	0	0	Numerous trees and powerlines were downed.
Countywide	1/5/1997	NP	0	0	0	Trees down across entire county. Reported by local dispatch.
Bristol	6/13/1997	52	0	0	0	no information
East half of County	7/16/1997	NP	0	0	0	Numerous trees down across east half of county, mostly around Highway 421.
Bristol	2/17/1998	55	0	0	0	no information
Kingsport	4/16/1998	NP	0	0	0	Trees down in the Kingsport area.
Kingsport	5/25/1998	NP	0	0	1500000	Downburst winds estimated near 120 mph caused extensive damage in the city of Kingsport. Numerous roofs blown off, windows blown out and trees and powerlines blown down. Approximately 100 downtown businesses and 70 residences sustained some type of storm damage. Immediately following the storm, as many as 19,000 customers were without power.
Kingsport	6/24/1998	NP	0	0	0	Tree down on Summerville Road.
Kingsport	7/19/1998	NP	0	0	15000	Trees and power lines down throughout the city.
Bluff City	7/19/1998	NP	0	0	0	Trees down.
Bristol	6/2/1999	NP	0	0	15000	Trees down.
South Holston Lake	6/2/1999	NP	0	0	11000	Trees down.
Kingsport	7/24/1999	NP	0	0	2000	Large tree limbs down.
Blountville	7/24/1999	NP	0	0	10000	Trees down.
Kingsport	8/1/1999	NP	0	0	5000	Trees down.
Blountville	8/18/1999	NP	0	0	1000	Large tree limbs down.
Bluff City	10/4/1999	NP	0	0	10000	A few trees blown down.
Countywide	2/14/2000	NP	0	0	20000	Trees and power lines down.
Countywide	5/27/2000	NP	0	0	0	Trees down.
Bloomingtondale	5/27/2000	NP	0	0	0	Trees down.
Bloomingtondale	5/28/2000	NP	0	0	0	Trees down.
Bluff City	6/15/2000	NP	0	0	0	Trees down.
Piney Flats	6/15/2000	NP	0	0	10000	Trees and power lines down.

Bloomingtondale	7/11/2000	NP	0	0	0	Large limbs down.
Piney Flats	7/28/2000	NP	0	0	20000	Trees and power lines down.
Kingsport	8/3/2000	NP	0	0	0	Trees down.
Countywide	8/9/2000	NP	0	0	0	Trees down, mainly north part of county.
Countywide	8/10/2000	NP	0	0	0	Trees down.
Countywide	11/9/2000	NP	0	0	0	Trees down.
Kingsport	11/9/2000	NP	0	0	0	Trees down.
Kingsport	5/21/2001	NP	0	0	18000	Trees down, one reportedly on a car.
Countywide	5/21/2001	NP	0	0	0	Trees down.
Colonial Heights	5/21/2001	NP	0	0	0	Trees down.
Kingsport	5/21/2001	NP	0	0	0	Trees down.
Bluff City	5/22/2001	NP	0	0	0	Trees down.
Bluff City	6/25/2001	NP	0	0	0	Three trees down
Countywide	7/4/2001	NP	0	0	0	Trees down.
Kingsport	7/8/2001	NP	0	0	0	Trees down.
Bristol	8/23/2001	NP	0	0	0	Trees down.
Blountville	8/23/2001	NP	0	0	0	Trees down.
Kingsport	8/23/2001	NP	0	0	0	Trees down.
Bristol	8/23/2001	NP	0	0	0	Trees down.
Blountville	8/23/2001	NP	0	0	0	Trees down.
Bristol	5/1/2002	NP	0	0	10000	Trees reported down east of Bristol.
Bristol	5/2/2002	NP	0	0	10000	Trees reported down in Bristol.
Blountville	5/2/2002	NP	0	0	10000	Trees reported down in Blountville.
Blountville	5/13/2002	NP	0	0	10000	Trees reported down on Shadow Town Road in Blountville.
Kingsport	7/2/2002	NP	0	0	20000	Numerous trees and power lines were reported down in Kingsport.
Kingsport	7/3/2002	NP	0	0	15000	Numerous trees were reported down in the Kingsport vicinity.
Piney Flats	7/4/2002	NP	0	0	10000	Numerous trees were reported down at Piney Flats and Bluff City.
Jacob	7/23/2002	NP	0	3	20000	Wind downed a tree onto a van carrying juveniles near Jacobs Creek Camp. Several persons were injured and transported to the hospital. Other trees were downed at Little Oak Campground near Friendship.

Blountville	7/30/2002	NP	0	0	15000	Trees down on powerlines.
Blountville	8/1/2002	NP	0	0	5000	Trees were reported down on King College Road.
Paperville	8/2/2002	NP	0	0	5000	Two trees were reported down on Old Jonesboro Road.
Blountville	8/24/2002	NP	0	0	3000	Two trees were downed along Isley Road in Blountville.
Kingsport	11/10/2002	NP	0	0	25000	Numerous trees and power lines were downed in and around Kingsport.
not provided	2/3/2003	40	0	0	1000	Strong winds (with gusts up to 40 mph) associated with a band of showers caused numerous reports of fallen trees and power outages across east Tennessee.
Kingsport	5/2/2003	60	0	0	12000	Numerous trees and power lines were reported down in Kingsport.
Blountville	5/9/2003	57	0	0	0	no information
Kingsport	6/11/2003	55	0	0	15000	Several trees were reported down across the west half of the county.
Bristol	6/11/2003	55	0	0	8000	A few trees were reported down in Bristol.
Countywide	7/9/2003	60	0	0	0	Numerous trees and power lines reported down by 911 dispatch.
Countywide	7/10/2003	60	0	0	0	Several trees reported down by sheriff's office.
Bluff City	7/16/2003	60	0	0	0	Several two to three inch diameter tree limbs reported down on highway by sheriff's office.
Bristol	8/4/2003	60	0	0	0	A few trees reported down by 911 dispatch along highway 11W.
Piney Flats	8/16/2003	60	0	0	0	A few trees reported down by 911 dispatch.
Bristol	8/28/2003	60	0	0	0	A few trees and power lines reported down by utility company in the Kings College area.
Blountville	9/27/2003	55	0	0	6000	Two trees were reported down in Blountville.
Kingsport	5/26/2004	78	0	0	300000	One home was destroyed and eighteen others suffered severe damage in Kingsport.
Bloomingtondale	5/26/2004	78	0	0	1500000	A downburst with 90 mph winds demolished a portable classroom and broke 30 windows in the main building at Kingsley Elementary School. The classroom roof was lifted off and struck a parked car. Also, another classroom in the area, Ketron Middle School; lost part of its roof, numerous windows. In addition, the school's scoreboard and outdoor lights were knocked down, and the sign at the main

						entrance was destroyed by a fallen tree.
Bloomingtondale	5/26/2004	70	0	0	1000	An 80 mph wind gust was measured by a trained spotter in Bloomingtondale.
Countywide	5/31/2004	60	0	0	25000	Several trees and power lines were reported down across the county.
Bristol	6/14/2004	65	0	0	15000	Numerous trees down countywide
Kingsport	7/5/2004	60	0	0	15000	Several trees were reported down in Kingsport while a few trees were reported down elsewhere across the western part of the county.
Holston Valley	7/10/2004	45	0	2	0	A woman and her daughter were injured when thunderstorm winds caused a tree to fall onto their tent at Observation Knob Park near South Holston Lake.
Bluff City	4/22/2005	50	0	0	2000	One tree down in Bluff City on Dry Branch Road.
Piney Flats	5/14/2005	60	0	0	15000	Several trees were reported down around the Piney Flats area.
Kingsport	7/1/2005	55	0	0	6000	A tree was reported down on Fordtown and Lebanon Road.
Kingsport	7/1/2005	55	0	0	6000	Two trees were reported down; one on Bancroft Chapel Road and another on Bloomingtondale Road.
Blountville	7/2/2005	60	0	0	30000	Numerous trees were reported down across the western half of the county from 305 pm through 315 pm EDT.
Bristol	7/19/2005	45	0	0	15000	A few trees were reported down across the county. A 45 mph wind gust was recorded at the Tri-Cities Airport in association with this event.
Bristol	8/3/2005	45	0	0	10000	A few trees and powerlines reported down in the neighborhoods surrounding the Bristol Country Club area.
Blountville	4/25/2006	65	0	0	12000	Numerous trees down in Blountville and across the county.
Countywide	6/11/2006	60	0	0	8000	Several trees and large limbs down countywide.
Countywide	6/11/2006	60	0	0	10000	Several trees and powerlines down countywide.
Countywide	6/11/2006	60	0	0	8000	A few trees and large limbs down countywide.
Kingsport	7/4/2006	60	0	0	12000	Trees were reported down in the vicinity of Kingsport and Fall Branch.

Bloomingtondale	7/28/2006	60	0	0	15000	Trees and power lines were reported down in the Bloomingtondale area.
Blountville	8/6/2006	60	0	0	12000	Numerous trees down in and around Blountville and Bloomingtondale.
Countywide	8/8/2006	55	0	0	5000	A few trees down in the eastern half of the county.
not provided	12/1/2006	60	0	0	30000	Numerous trees and powerlines down countywide. A section of roof on a home in Kingsport was damaged.
Springdale	4/3/2007	50	0	0	20000	Several trees were reported down across the county.
Blountville	6/8/2007	60	0	0	15000	Thunderstorm winds downed several trees countywide.
Blountville	8/1/2007	55	0	0	5000	Dispatch reported several trees down near Blountville.
Allison Mill	3/4/2008	50	0	0	0	A few trees were reported down at Piney Flats.
Galloway Mill	6/9/2008	52	0	0	5000	Dispatch reported a few trees downed by thunderstorm winds in Bluff City.
Bristol	6/9/2008	65	0	0	25000	Dispatch reported numerous trees downed by thunderstorm winds in Bristol and countywide. A garage in Bristol was destroyed when a tree fell on it from the winds.
Galloway Mill	6/10/2008	55	0	0	3000	Dispatch reported powerlines downed by thunderstorm winds near Bluff City.
Bristol	6/11/2008	55	0	0	8000	Dispatch reported several trees downed by thunderstorm winds in Blountville.
Springdale	7/4/2008	55	0	0	0	Power lines were reported down on Brookside Drive behind Indian Path Hospital. Structural damage also occurred at the hospital.
Springdale	7/4/2008	55	0	0	0	Three trees were reported down along Inglewood Drive.
East Kingsport	7/4/2008	55	0	0	0	A few trees were reported down in Bloomingtondale.
Blountville	7/4/2008	55	0	0	0	A tree was reported down on Scott Road near Boozy Creek Road.
Springdale	7/22/2008	55	0	0	0	A few trees were reported down in Kingsport.
Blountville	8/2/2008	50	0	0	1000	Dispatch reported a tree downed by thunderstorm winds on Island Road near Blountville.
Piney Flats	5/8/2009	60	0	0	0	Several trees were reported down in the vicinity of Piney Flats.
Piney Flats	6/2/2009	50	0	0	2000	Law enforcement reported one tree was downed by thunderstorm winds on Hemlock Road near Bluff City.

Blountville	6/11/2009	60	0	0	20000	Law enforcement officials reported numerous trees and powerlines downed by thunderstorm winds countywide.
Blountville	6/16/2009	60	0	0	20000	Law enforcement personnel reported numerous trees and powerlines downed by thunderstorm winds countywide.
Blountville	6/18/2009	60	0	0	20000	Law enforcement personnel reported numerous trees and powerlines downed by thunderstorm winds countywide.
Kingsport	6/18/2009	60	0	0	20000	Trained spotter reported multiple trees and powerlines downed by thunderstorm winds in Kingsport. In addition, a mother and child were injured by a falling limb at a local park in Kingsport.
Springdale	7/9/2009	50	0	0	0	Several trees were reported down.
Grey Mill	9/9/2009	50	0	0	3000	A few trees and power lines were reported down along Enterprise Road.
Colonial Heights	9/9/2009	50	0	0	0	Several large trees were downed in the area. One of the trees fell onto a roof of an apartment at 142 Lebanon Road in Kingsport.
not provided	12/9/2009	60	0	0	30000	The Kingsport Times News newspaper reported numerous trees and powerlines downed by non-thunderstorm winds countywide. Several homes and buildings in Kingsport were damaged. Around 2470 customers lost power.
not provided	12/9/2009	60	0	0	20000	The Bristol Herald Courier newspaper reported a church in Bristol was damaged by non-thunderstorm winds.
Gunnings	5/16/2010	50	0	0	0	Several trees were reported down along highway 11W between Bristol and Kingsport.
Piney Flats	6/15/2010	55	0	0	10000	Law enforcement personnel reported several trees downed by thunderstorm winds in Piney Flats.
Kingsport	6/21/2010	55	0	0	5000	A trained spotter reported several trees downed by thunderstorm winds in the Colonial Heights area of Kingsport.
Bristol	6/21/2010	55	0	0	25000	The Bristol Herald Courier newspaper reported numerous trees and powerlines downed by thunderstorm winds countywide. More than 5000 customers in Sullivan county lost power. A few buildings also sustained wind damage.



Bluff City	6/24/2010	50	0	0	2000	Law enforcement personnel reported 1 tree downed by thunderstorm winds in Bluff City.
Blountville	8/4/2010	58	0	0	10000	Law enforcement personnel reported multiple trees and powerlines downed by thunderstorm winds northwest of Blountville.
Kingsport	8/5/2010	58	0	0	15000	Law enforcement personnel reported several trees and powerlines downed by thunderstorm winds in Kingsport.
Piney Flats	8/5/2010	50	0	0	2000	Law enforcement personnel reported one tree downed by thunderstorm winds southwest of Bluff City in Piney Flats.
Bluff City	10/25/2010	60	0	0	20000	Law enforcement personnel reported trees and powerlines downed by thunderstorm wind on Hickory Tree Road and Egypt Road near Bluff City.
Bristol	10/25/2010	60	0	0	30000	The Bristol Herald Courier newspaper reported campers were damaged by thunderstorm winds at the Water's Edge campground in Bristol.
not provided	4/16/2011	45	0	1	30000	Newspaper reported one tree split and fell across two separate mobile homes by strong non-thunderstorm winds on Ridgecrest Avenue in Kingsport. A 52 year old woman was injured on her back when the tree fell through the roof of her mobile home. She was struck on her back while she was walking through her hallway when the trees crashed through her home. Powerlines were also downed by the wind.
Sullivan Gardens	4/27/2011	60	0	0	25000	NWS survey team reported several trees and powerlines downed by thunderstorm wind in and around Sullivan Gardens.
Tri City Airport	5/13/2011	50	0	0	0	The automatic surface observing system measured a wind gust of 51 knots at the Tri-Cities regional airport.
Fordtown	5/22/2011	55	0	0	0	One tree along with several large limbs and power lines were reported down near 1905 Jackson Hollow Road in Kingsport.
Boring	5/22/2011	52	0	0	0	A 52 knot wind gust was measured at the Tri-Cities Regional Airport.
Springdale	5/24/2011	50	0	0	0	A few trees were reported down in the vicinity of Kingsport.
Kingsport	6/9/2011	55	0	0	20000	Broadcast media reported several trees and powerlines downed by thunderstorm wind in Kingsport. Trees also downed on a few

						vehicles.
Colonial Heights	6/21/2011	55	0	0	10000	Law enforcement personnel reported several trees downed by thunderstorm wind in Colonial Heights.
Blountville	6/21/2011	55	0	0	10000	Law enforcement personnel reported several trees downed by thunderstorm wind in Blountville.
Vance	7/22/2011	50	0	0	0	A few trees were reported down between Bristol and Blountville.
Springdale	7/22/2011	50	0	0	0	Several trees were reported down near Kingsport.
Bloomingtondale	8/8/2011	50	0	0	2000	Law enforcement personnel reported a tree downed by thunderstorm wind near Bloomingtondale.
Springdale	9/3/2011	65	0	0	50000	A roof and back wall of a business located at the intersection of Eastman Road and East Stone Drive were heavily damaged due to severe thunderstorm winds. The roof was lifted up and a large portion of the back wall collapsed in.
Springdale	9/3/2011	65	0	0	0	The roof was damaged on the Model City Apartment buildings on Stonegate Road.
Harr	7/1/2012	50	0	0	0	Several trees were reported down in the vicinity of Harr.
Bristol	7/5/2012	60	0	0	0	Two miles east of Bristol a portion of a roof was damaged and one tree was reported down.
Springdale	7/5/2012	60	0	0	0	Several trees were reported down in Kingsport.
Bristol	7/24/2012	50	0	0	0	One tree was reported down on a road in Bristol.
Springdale	7/24/2012	50	0	0	0	One tree was reported down in Kingsport.
Piney Flats	7/31/2012	50	0	0	0	One tree was reported down along Allison Road.
Blountville	8/3/2012	50	0	0	5000	A trained spotter reported a couple of large trees downed by thunderstorm wind in Blountville.
not provided	2/26/2013	55	0	0	5000	Someone from the public reported high wind downed several trees along Denton Valley Road near the Jacobs Creek Job Corps site.
Bluff City	4/11/2013	52	0	0	5000	Amateur radio personnel reported several trees downed by thunderstorm wind 2 miles south of Bluff City in Piney Flats area.
Blountville	5/21/2013	50	0	0	0	Several trees were reported down across the county.
Kingsport	6/13/2013	53	0	0	15000	Dispatch personnel reported several trees and powerlines downed by thunderstorm wind in Kingsport.

Blountville	7/17/2013	50	0	0	0	Several trees were reported down across the county.
Bristol	7/18/2013	50	0	0	0	Numerous trees were reported down across the county.
Piney Flats	7/18/2013	65	0	1	0	A strong wind gust destroyed a wooden and metal shed as the roof of the structure was lifted into the air and landed on a vehicle northbound on 11E in Piney Flats. When the structure hit the vehicle a passenger was killed and the driver was injured.
Blountville	7/18/2013	60	0	0	0	A few trees were downed between Bloomingdale and Blountville.
Bristol	2/21/2014	50	0	0	8000	Law enforcement personnel reported a few trees downed by thunderstorm wind across Bristol.
Kingsport	4/28/2014	55	0	0	5000	Law enforcement personnel reported several trees downed by thunderstorm wind in Kingsport.
Bristol	4/28/2014	55	0	0	5000	Law enforcement personnel reported several trees downed by thunderstorm wind near the Bristol Motor Speedwell 7 miles southwest of Bristol.
Harr	5/13/2014	50	0	0	0	Several trees were reported down approximately one mile northwest of Harr.
Springdale	5/21/2014	50	0	0	0	Several trees were reported down around Kingsport and another tree was reported down in Bluff City.
Springdale	5/27/2014	50	0	0	0	Trees and power lines were reported down at Kingsport.
Bristol	6/29/2014	50	0	0	8000	Law enforcement personnel reported a few trees downed by thunderstorm wind near Bristol.
Blountville	7/8/2014	50	0	0	0	Several trees were reported down across the county.
Springdale	7/27/2014	70	0	0	0	Several trees were reported down in Kingsport.
Colonial Heights	6/8/2015	50	0	0	0	One tree was reported down in Colonial Heights.
Blountville	6/8/2015	51	0	0	0	The Asos unit at the Tri-Cities Regional airport recorded a 51 knot wind gust.
Thomas Bridge	6/8/2015	50	0	0	0	Two trees and a few limbs were reported down near Volunteer Parkway one mile south of the Bristol Motor Speedway.
Galloway Mill	7/13/2015	50	0	0	0	One tree was reported down.
Blountville	7/13/2015	50	0	0	0	One tree was reported down.
Bristol	7/13/2015	50	0	0	0	Numerous trees were reported down.

Colonial Heights	6/4/2016	50	0	0	0	Trees were blown down near Colonial Heights and Kingsport. Also, part of a roof was blown off a barn in Fall Branch.
Springdale	6/23/2016	50	0	0	0	A tree was reported down in Kingsport while another was downed near Piney Flats.
Kingsport	7/4/2016	50	0	0	0	A few trees were reported down in the Bloomingdale area near Kingsport.
Blountville	7/4/2016	50	0	0	0	Power lines were reported down in Blountville.
Tri City Airport	7/8/2016	54	0	0	0	A 62 mph gust was measured at the Tri-Cities airport.
Blountville	8/16/2016	50	0	0	0	Several trees were reported down in Blountville and Piney Flats.
Bristol	8/16/2016	50	0	0	0	A few larges trees fell onto recreational vehicles and cars at the Margaret Milburn Campground.
Bristol	11/30/2016	50	0	0	0	A few trees were reported down on roadways.
Blountville	11/30/2016	50	0	0	0	Several trees were reported down.
Beidleman Mill	5/12/2017	50	0	0	0	A large tree was uprooted along Bristol Caverns Highway.
Boring	11/18/2017	52	0	0	0	A 60 mph wind gust was measured at the Tri-Cities Regional Airport.
Pettyjohns Mill	4/4/2018	50	0	0	0	A tree fell onto a home off Mountain View Avenue.
Springdale	7/20/2018	55	0	0	0	Traffic signals and wires were reported down in Kingsport.
East Kingsport	9/9/2018	50	0	0	0	Several trees and power lines were reported down.
Sullivan Gardens	11/6/2018	50	0	0	0	A tree was reported down near Bays Mountain Eastman Recreation Park.
Avoca	4/14/2019	50	0	0	0	A tree and power line was reported down on Greenfield Place Road.
South Holston Lake	6/22/2019	50	0	0	0	Several trees were reported down across the county.
Springdale	8/1/2019	50	0	0	0	A tree was reported down on Midland Drive.
Bloomingdale	8/1/2019	50	0	0	0	A few trees were reported down.
Bristol	8/1/2019	50	0	0	0	A large tree was downed in downtown Bristol.
Avoca	8/1/2019	50	0	0	0	A tree was reported down on Avoca Road.
Vance	8/1/2019	50	0	0	0	An awning was damage at condominiums at the Bristol Motor Speedway.
Galloway Mill	8/1/2019	50	0	0	0	A carport was blown into Egypt Road.

The committee shared their personal experiences of severe storm events that have occurred in Sullivan County, Town of Bluff City, City of Bristol and City of Kingsport. The following is transcribed from their thoughts.

- The City of Kingsport has suffered multiple storms over the last 10 to 12 years that were classified as straight line winds.
- Annual wind events during Kingsport (Fun Fest) time frame.
- Wind event January 2020 in Kingsport. Multiple trees down into homes.
- I remember several events that were determined to be straight line winds events that damaged out buildings or barns that were replaced by owners and did not show up on the statistics shown today.
- 1974 – 2 injuries
- A wind event caused roof to fly off and kill a girl in 2013 on Highway 11E.
- Lots of permits issued for roof replacements.

Sullivan County uses a ranking system to determine each jurisdiction's vulnerability to severe storm events (with a focus on tornadoes). This system is based off simple arithmetic which analyzes its potential impacts to determine vulnerabilities and then analyzes the probability of a severe storm event occurring to calculate a risk ranking for each jurisdiction.

Jurisdiction	Impacts			Vulnerability
	Human	Property	Business	$H+P+B=\#; \# / 3 = V$
Sullivan County Unincorporated	2.67	3.67	2.00	2.78
Town of Bluff City	3.00	3.00	2.00	2.67
City of Bristol	2.25	3.50	2.00	2.58
City of Kingsport	3.00	3.50	2.50	3.00

Jurisdiction	Vulnerability	Probability	Risk $V+P=R$
Sullivan County Unincorporated	2.78	2.67	5.44
Town of Bluff City	2.67	3.00	5.67
City of Bristol	2.58	2.50	5.08
City of Kingsport	3.00	3.25	6.28

Scale	
Low	2-3.6
Moderate	3.7-5.2
Medium	5.3-6.8
High	6.9-8.4
Severe	8.5-10

Human	
<i>Risk of injuries and deaths from the hazard</i>	
1	Death very unlikely, injuries are unlikely
2	Death unlikely, injuries are minimal
3	Death unlikely, injuries may be substantial
4	Death possible, injuries may be substantial
5	Deaths probable, injuries will likely be substantial

Property	
<i>Amount of residential property damage associated from the hazard</i>	
1	Less than \$500 in damages
2	\$500-\$10,000 in damages
3	\$10,000-\$500,000 in damages
4	\$500,000-\$2,000,000 in damages
5	More than \$2,000,000 in damages

Business	
<i>Amount of business damage associated from the hazard</i>	
1	Less than 3 businesses closed for only a day
2	More than 3 businesses closed for a week
3	More than 3 businesses closed for a few months
4	More than 3 businesses closed indefinitely or relocated
5	A top-10 local employer closed indefinitely

Probability	
<i>Likelihood of the hazard occurring within a given span of years</i>	
1	Less than once every 10 years
2	About once every 5-10 years
3	About once every 2-5 years
4	About once a year
5	More than once a year

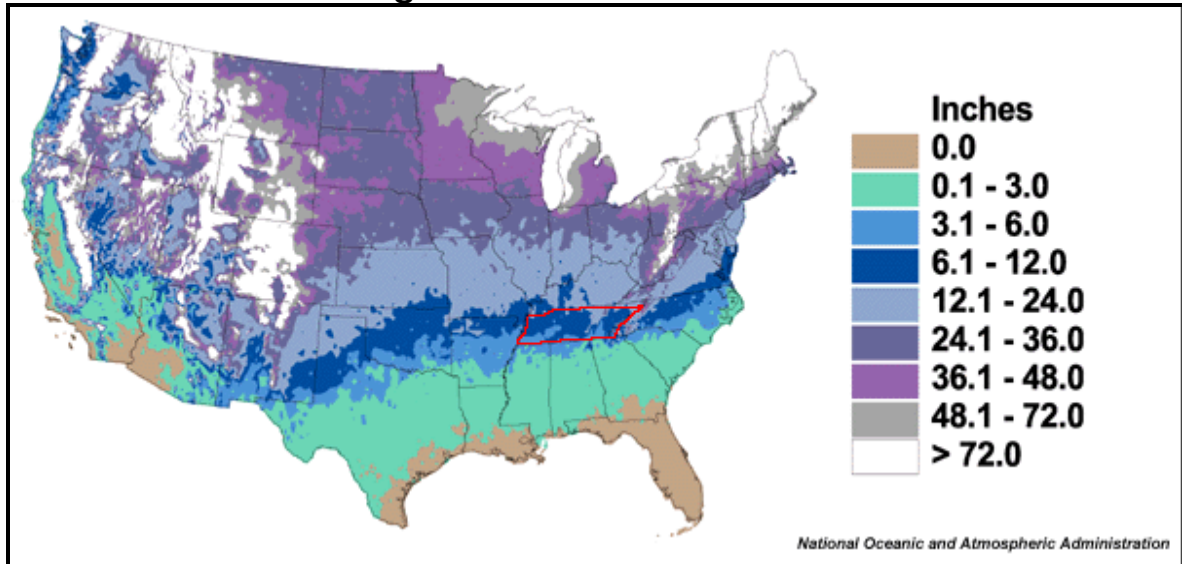
## **Freezes/Winter Storms**

A freeze occurs when temperatures are below 32 degrees Fahrenheit for a period. These temperatures can damage agricultural crops, burst water pipes, and create layers of "black ice." Winter storms are events that can range from a few hours of moderate snow to blizzard-like circumstances that can affect driving conditions and impact communications, electricity, and other services. In Sullivan County, all jurisdictions are vulnerable to freezes and moderate winter storms, but not to the severity level seen in much of the northern U.S.

Based on previous occurrences, Sullivan County can experience multiple winter weather events in one year. However, it's been rare in recent years.

The severity of winter storms is commonly measured by inches of snowfall. It is possible for snowfall to accumulate up to 12 inches in Sullivan County and/or ice accumulations to cause for hazardous conditions. The average mean snowfall per year in Sullivan County is between 6 to 12 inches (as seen on the map below).

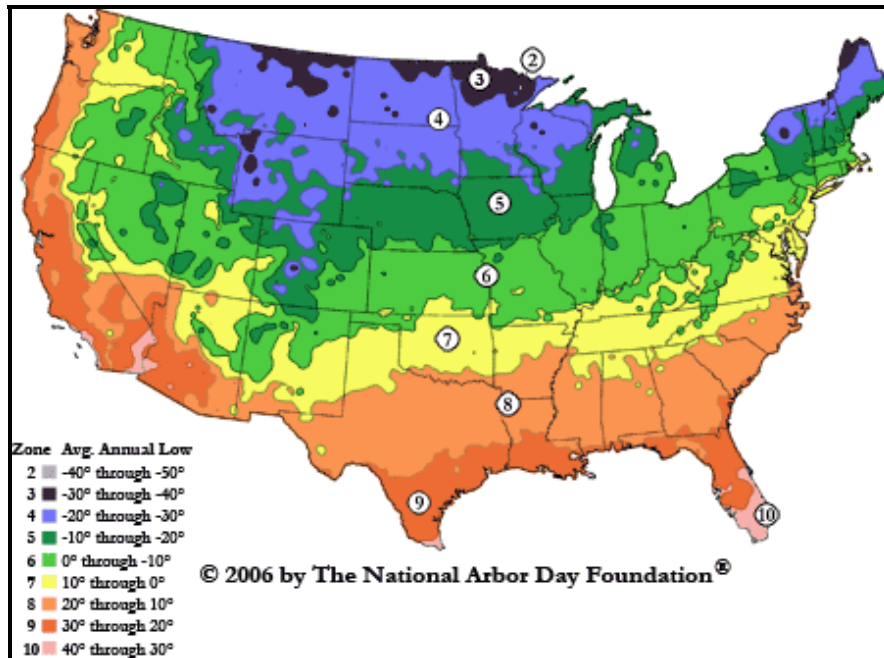
#### Average Mean Snowfall Per Year



*Source: NOAA*

Sullivan County can experience temperatures between 15 to 5 degrees Fahrenheit, thus causing multiple freeze conditions during the winter months (see the following map for other average lows).

## Average Annual Low Temperatures



*Source: NOAA*

The following chart provides winter storm event information for Sullivan County between 1950 and 2019. The following information was obtained by accessing the NOAA database. <https://www.ncdc.noaa.gov/stormevents/>. This information represents all the events and extent of the Winter Weather hazard experienced by Sullivan County, including the jurisdictions located within, and is the only source of data accessible. The information provided for Sullivan County also applies to the school district due to the geographic distribution of the schools throughout the County.



### Winter Storm Impacts in Sullivan County: 1950 - 2019

Date	Event Type	Deaths	Injuries	Property Damage	Extent/Impact Description
1/6/1996	Winter Storm	0	0	0	A strong low pressure system from the Gulf Coast region brought up to one foot of snow to parts of East Tennessee. Numerous trees and power lines fell. Many roads became impassable shutting down schools and businesses across the area. Numerous auto accidents occurred. There were also isolated incidents of collapsed roofs.
1/11/1996	Winter Storm	0	0	0	Heavy snow accumulations of 4 to 8 inches caused numerous power outages and car accidents. Numerous trees fell as well. Schools and businesses were closed.
2/2/1996	Winter Storm	0	0	0	Snowfall amounts across the region ranged from 4 inches in Southeast Tennessee to nearly 24 inches in parts of Middle East Tennessee. Numerous minor traffic accidents were reported though no major accidents.
12/18/1996	Winter Storm	0	0	0	5" was recorded at Mountain City
1/10/1997	Winter Storm	0	0	0	An arctic cold front and associated upper level disturbance swept through the southern Appalachians. Snowfall amounts 3-5 inches in northeast Tennessee.
12/30/1997	Winter Storm	0	0	0	A series of fast-moving upper level disturbances caused heavy snow shower activity across East Tennessee. Amounts were generally 2 to 5"
12/22/1998	Ice Storm	0	0	0	The ice storm left minor accumulations of ice in valley locations due to warm ground temperatures. Most of the ice was on trees and bridges. Most roads were only wet. In higher elevations, the ice was much heavier.
1/6/1999	Winter Storm	0	0	0	Generally less than 2 inches of snow fell across East Tennessee, resulting in numerous school closings and traffic accidents.
3/3/1999	Winter Storm	0	0	0	Sullivan Co.-4 inches at Chestnut Hill (elev. 2000 ft.) near the base of English Mtn.

3/13/1999	Winter Storm	0	0	0	A very wet weather system brought heavy amounts of rain to East Tennessee. Heavy rain began early Saturday morning, changed to heavy snow in some places during the day Saturday, back to rain Saturday night, then finally to snow Sunday night. There were also isolated reports of freezing rain. The snow was confined to northeast Tennessee, generally northeast of Knoxville. Rainfall amounts across much of East Tennessee was 1-2 inches. Snowfall amounts in northeast Tennessee averaged 1-3 inches.
3/26/1999	Winter Storm	0	0	0	A very early spring snowstorm brought a wide range of snowfall amounts to the central valley counties of East Tennessee.
1/22/2000	Winter Storm	0	0	0	Generally 2-4 inches of snow fell across central and northeast portions of East Tennessee, with only a few reports of amounts in the 1-2 inch range and 4-5 inch range.
12/2/2000	Winter Storm	0	0	0	Widespread snow fell across East Tennessee. Amounts varied widely. In northeast Tennessee, snowfall amounts averaged 1 to 3 inches, with a few spots in the mountains reporting 2 to 4 inches.
12/18/2000	Winter Storm	0	0	0	Widespread light snow fell across East Tennessee. Amounts in counties in the valley generally ranged from 1 to 2 inches. In the higher mountain elevations, amounts were a bit higher, averaging 2 to 4 inches.
1/1/2001	Winter Storm	0	0	0	Amounts were generally 1/2 inch to 2 inches of snow.
1/20/2001	Winter Storm	0	0	0	Light snow to the region. 1 to 3 inches fell in the higher elevations of the mountain counties
1/5/2002	Winter Storm	0	0	0	Across northeast Tennessee, amounts average between a dusting and a half inch. In central East Tennessee, amounts were generally 2-4 inches, with a few spots receiving as much as 5 inches, and as little as a half inch.
1/16/2003	Winter Storm	0	0	0	2 to 8 inches across eastern Tennessee.
1/22/2003	Winter Storm	0	0	0	Snowfall amounts ranged from 2 to 5 inches in the lower elevations while higher elevations across the region picked up totals ranging from 5 to 8 inches.
1/9/2004	Winter	0	0	0	Most of East Tennessee averaged 2-3 inches of snow

	Storm				
1/29/2005	Ice Storm	0	0	0	Much of the region ended up with ice accumulation around one quarter inch with some locations measuring as much as one half inch of ice. Trees and power lines were downed across parts of the region due to ice accumulation.
12/16/2010	Ice Storm	0	0	20000	A storm system moving through the region produced an initial burst of two to four inches at several locations. As warmer air moved into the region, freezing rain followed the snowfall, resulting in a quarter to half of an inch of icing at most locations.
2/17/2015	Winter Storm	0	0	0	The highest peaks had up to 6 inches of snow while ice accumulations had up to an inch.

The committee shared their personal experiences of winter weather events that have occurred in Sullivan County, Town of Bluff City, City of Bristol and City of Kingsport. The following is transcribed from their thoughts.

- The City of Bristol typically budgets \$150,000 per year to purchase salt. Some years, this budget can be spent within one or two events depending on snowfall amount/duration of the event.
- The last few years (not 2019 or 2020 so far) schools were closed for 5-10 days.
- Many businesses or greenhouses were closed for over a week.
- Power outages – severe cold temps.

Sullivan County uses a ranking system to determine each jurisdiction's vulnerability to freezes/winter storm events. This system is based off simple arithmetic which analysis's potential impacts to determine vulnerabilities and then analysis's the probability of a freeze/winter storm event occurring to calculate a risk ranking for each jurisdiction.

Jurisdiction	Impacts			Vulnerability
	Human	Property	Business	$H+P+B=\#; \#/3=V$
Sullivan County Unincorporated	2.00	2.33	1.00	1.78
Town of Bluff City	2.00	2.00	1.00	1.67
City of Bristol	2.00	2.50	1.75	2.08
City of Kingsport	2.50	2.50	1.75	2.25

Jurisdiction	Vulnerability	Probability	Risk $V+P=R$
Sullivan County Unincorporated	1.78	3.33	5.11
Town of Bluff City	1.67	3.00	4.67
City of Bristol	2.08	2.75	4.83
City of Kingsport	2.25	3.50	5.75

Scale	
Low	2-3.6
Moderate	3.7-5.2
Medium	5.3-6.8
High	6.9-8.4
Severe	8.5-10

Human	
<i>Risk of injuries and deaths from the hazard</i>	
1	Death very unlikely, injuries are unlikely
2	Death unlikely, injuries are minimal
3	Death unlikely, injuries may be substantial
4	Death possible, injuries may be substantial
5	Deaths probable, injuries will likely be substantial

Property	
<i>Amount of residential property damage associated from the hazard</i>	
1	Less than \$500 in damages
2	\$500-\$10,000 in damages
3	\$10,000-\$500,000 in damages
4	\$500,000-\$2,000,000 in damages
5	More than \$2,000,000 in damages

Business	
<i>Amount of business damage associated from the hazard</i>	
1	Less than 3 businesses closed for only a day
2	More than 3 businesses closed for a week
3	More than 3 businesses closed for a few months
4	More than 3 businesses closed indefinitely or relocated
5	A top-10 local employer closed indefinitely

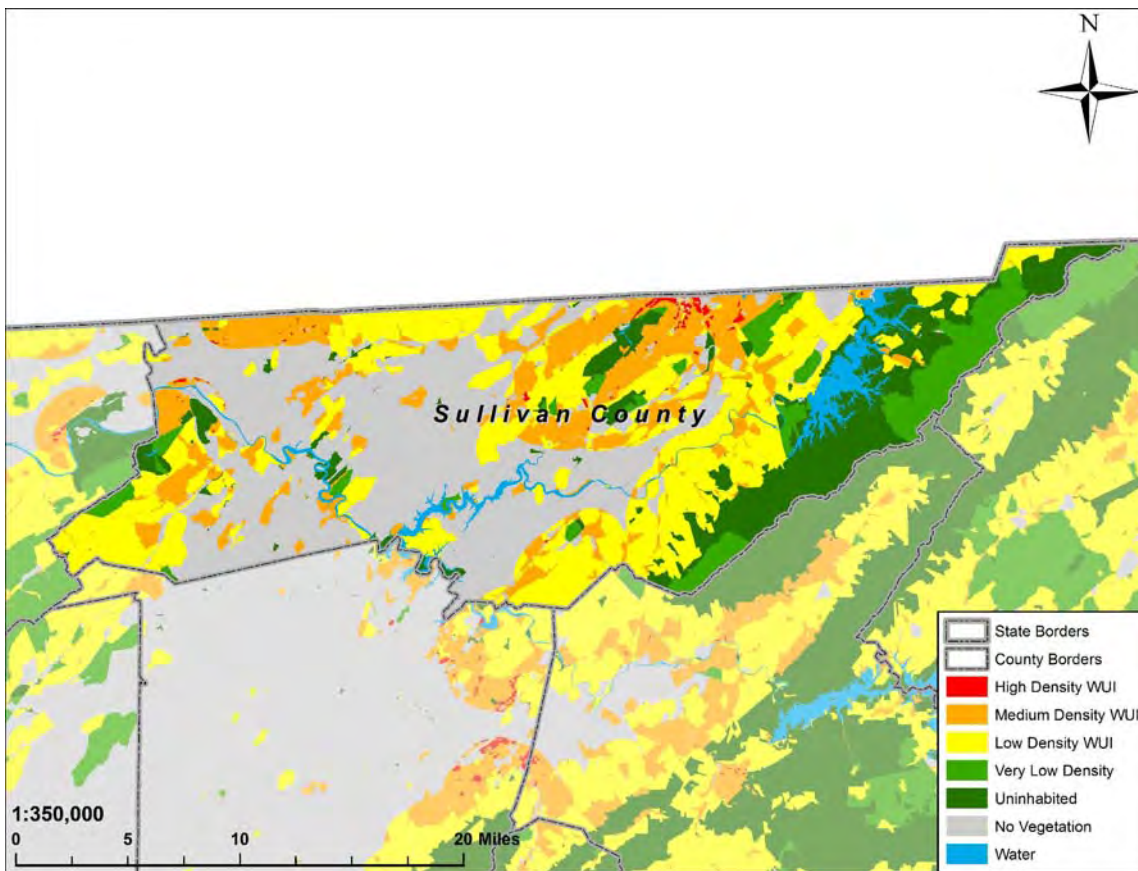
Probability	
<i>Likelihood of the hazard occurring within a given span of years</i>	
1	Less than once every 10 years
2	About once every 5-10 years
3	About once every 2-5 years
4	About once a year
5	More than once a year

## **Wildfire**

There are very few news reports of Wildfires occurring in Sullivan County. As reported by wjfh.com on April 13, 2018, an out of control 3-acre brush fire destroyed cars, outbuildings, grass and trees as a result of dry conditions. One man was displaced from his home.

As reported by johnsoncitypress.com on November 14, 2016, there were numerous fires across East Tennessee causing heavy smoke conditions in the Tri Cities area causing for health concerns. There were multiple brush fires in Sullivan County. All these incidents were made worse by drought conditions.

In the eastern portion of Sullivan County, it is mostly uninhabited or very low density with a lot of vegetation. The remaining parts of the County are medium to low density wildland urban interface to no vegetation. Many fires occur in grassland areas such as yards and pastures. When the conditions are right, all these areas become vulnerable to devastating wildfires. Below is the Wildland Urban Interface for Sullivan County.



According to the TN Division of Forestry, debris burning, and arson are the two main causes of wildfires. Generally, there are three major factors that sustain wildfires and allow for predictions of a given area's potential to burn. These factors include:

- Fuel;
- Topography; and
- Weather.

Fuel is the material that feeds a fire and is a key factor in wildfire behavior. Fuel is generally classified by type and by volume. Fuel sources are diverse and include everything from dead tree needles, twigs, and branches to dead standing trees, live trees, brush, and cured grasses. Man-made structures and other associated combustibles are also to be considered as a fuel source. The type of prevalent fuel directly influences the behavior of wildfire. Light fuels such as grasses burn quickly and serve as a catalyst for spreading wildfires.

An area's topography (terrain and land slopes) affects its susceptibility to wildfire spread. Fire intensities and rates of spread increase as slope increases due to the tendency of heat from a fire to rise via convection and radiation. The natural arrangement of vegetation throughout a hillside can also contribute to increased fire activity on slopes

Weather components such as temperature, relative humidity, wind, and lightning also affect the potential for wildfire. High temperatures and low relative humidity dry out the fuels that feed the wildfire creating a situation where fuel will more readily ignite and burn more intensely. Wind is the most treacherous weather factor. The issue of drought conditions contributes to concerns about wildfire vulnerability.

East Tennessee typically has two fire seasons. The spring fire season, prompted by warming weather, begins about February 15 and ends near May 15<sup>th</sup>, when the forest has “greened up”. Fall fire season begins around October 15, when the leaves begin to fall and usually ends December 15<sup>th</sup> due to shorter, cooler, wetter days. Still, wildland fires occur year-round. A burning permit is required for outdoor burning between October 15<sup>th</sup> and May 15<sup>th</sup>.

The committee did not provide any feedback in reference to personal experiences.



Sullivan County is in the East TN District of the TN Division of Forestry. The TN Division of Forestry provides statistics for each region summarizing wildfire events. Due to outside data sources including federal and state land, causing confusion in wildfire data, the TN Division of Forestry will always remain the only source for Counties within the State of Tennessee for information. It is not the responsibility of Sullivan County to mitigate federal or state land. Hopefully, in the future, a more defined dataset can be provided. At this time, this is the only information Sullivan County can obtain that is consistent and confirmed. Below are the statistics for Sullivan County from 2007 to 2016. These statistics also provide extent of the Wildfire Hazard. For Area, the total number of acres for the East TN District is 6,245,119.29. The percentage is calculated by taking the percentage and calculating the total area by percentage within the entire district. Size is calculated by total number of acres divided by total number of fires.

Year	# of Fires Forested	# of Fires Non-Forested	Total	# of Acres Forested	# of Acres Non-Forested	Total	Size	Area
2016	6	1	7	325.1	1.2	326.3	46.6	0.001
2015	8	0	8	45.5	6.0	51.5	6.4	0.000
2014	11	2	13	77.0	7.5	84.5	6.5	0.000
2013	2	3	5	7.2	4.3	11.5	2.3	0.000
2012	5	0	5	27.2	3.0	30.2	6.0	0.000
2011	3	0	3	24.5		24.5	8.2	0.000
2010	6	1	7	17.0	0.1	17.1	2.4	0.000
2009	6	1	7	38.0	3.0	41.0	5.9	0.000
2008	11	0	11	276.6	0.0	276.6	25.1	0.001
2007	12	2	14	48.9	2.3	51.2	3.7	0.000

Sullivan County uses a ranking system to determine each jurisdiction's vulnerability to wildfire events. This system is based off simple arithmetic which analyzes potential impacts to determine vulnerabilities and then analyzes the probability of a wildfire event occurring to calculate a risk ranking for each jurisdiction.

Jurisdiction	Impacts			Vulnerability
	Human	Property	Business	$H+P+B=\#; \# / 3=V$
Sullivan County Unincorporated	2.00	2.00	1.00	1.67
Town of Bluff City	2.00	2.00	1.00	1.67
City of Bristol	1.75	2.25	1.25	1.75
City of Kingsport	2.50	2.50	1.25	2.08

Jurisdiction	Vulnerability	Probability	Risk $V+P=R$
Sullivan County Unincorporated	1.67	2.33	4.00
Town of Bluff City	1.67	3.00	4.67
City of Bristol	1.75	2.00	3.75
City of Kingsport	2.08	2.50	4.58

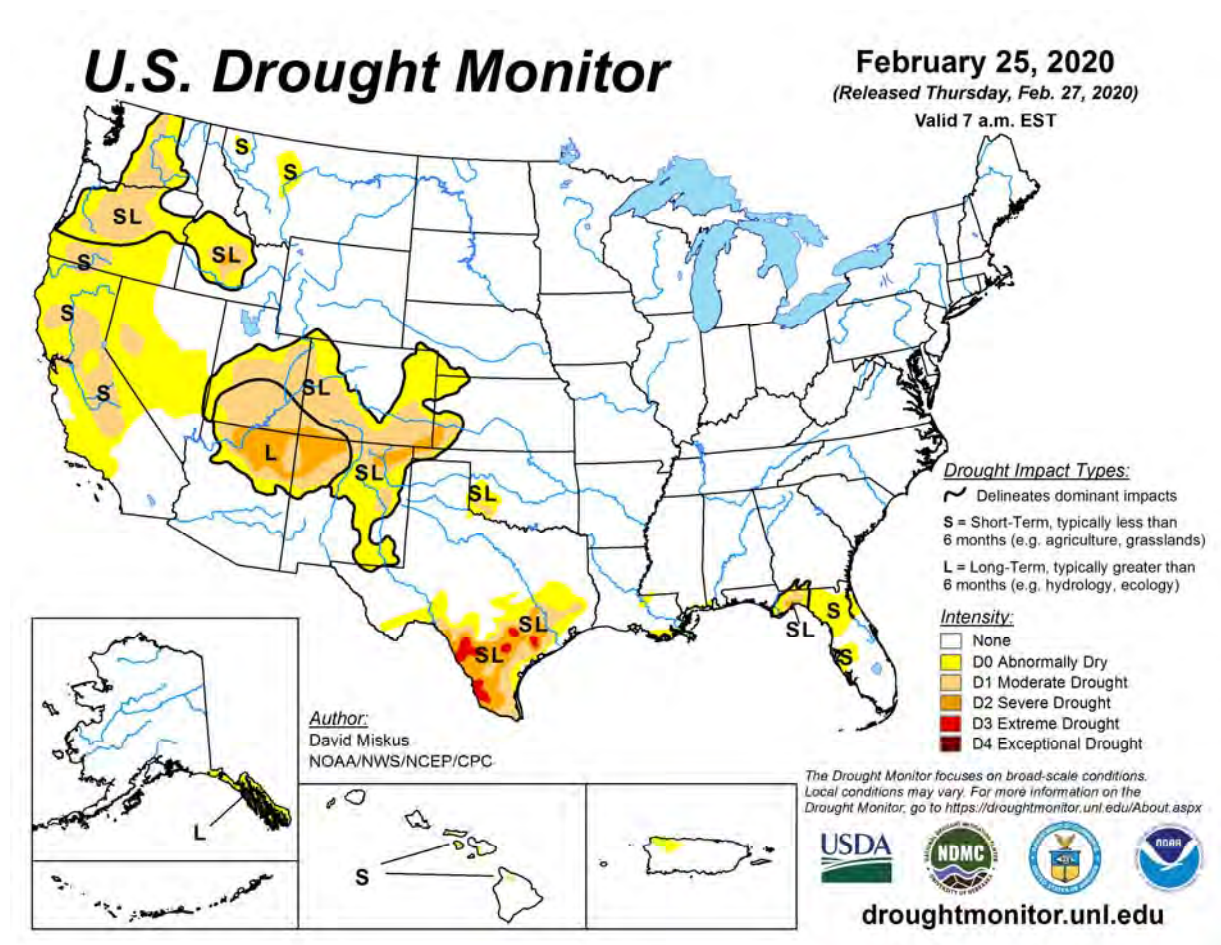
Scale	
Low	2-3.6
Moderate	3.7-5.2
Medium	5.3-6.8
High	6.9-8.4
Severe	8.5-10



## Drought

Drought is a slow-onset hazard that can last for months or years. As a hazard, it has the potential to impact many aspects of life, including two of our most important needs: drinking water and food. Because of the long duration of droughts, the impacts last for years and can ripple through a community over time. When drought strikes Sullivan County, there is an increased risk of wildfires and affects the stabilization of karst structures causing for an increase of sinkhole activity. Drought can affect the viability and economic stability of Sullivan County.

The US Drought Monitor provides weekly updates by analyzing data and illustrating the issue through a map. This is the most current map.



Source: US Drought Monitor (<http://droughtmonitor.unl.edu/CurrentMap.aspx>).

The U.S. Drought Monitor is jointly produced by the National Drought Mitigation Center at the University of Nebraska-Lincoln, the United States Department of Agriculture, and the National Oceanic and Atmospheric Administration. Map courtesy of NDMC-UNL.

The map (above) provides a quick snapshot of drought conditions. The accompanying drought severity classification table (below) shows the ranges

for each indicator for each dryness level. Because the ranges of the various indicators often don't coincide, the final drought category tends to be based on what most of the indicators show and on local observations. The analysts producing the map also weigh the indices according to how well they perform in various parts of the country and at different times of the year.

The Drought Monitor summary map identifies general areas of drought and labels them by intensity. D1 is the least intense level and D4 the most intense. Drought is defined as a moisture deficit bad enough to have social, environmental or economic effects.

D0 areas are not in drought but are experiencing abnormally dry conditions that could turn into drought or are recovering from drought but are not yet back to normal.

We indicate whether primary physical effects are for short- or long-term drought:

- S = Short-Term, typically less than 6 months (e.g. agriculture, grasslands)
- L = Long-Term, typically more than 6 months (e.g. hydrology, ecology)

## Drought Severity Classification

Category	Description	Possible Impacts	Ranges				
			<u>Palmer Drought Severity Index (PDSI)</u>	<u>CPC Soil Moisture Model (Percentiles)</u>	<u>USGS Weekly Streamflow (Percentiles)</u>	<u>Standardized Precipitation Index (SPI)</u>	<u>Objective Drought Indicator Blends (Percentiles)</u>
D0	Abnormally Dry	Going into drought: <ul style="list-style-type: none"> <li>• short-term dryness slowing planting, growth of crops or pastures</li> </ul> Coming out of drought: <ul style="list-style-type: none"> <li>• some lingering water deficits</li> <li>• pastures or crops not fully recovered</li> </ul>	-1.0 to -1.9	21 to 30	21 to 30	-0.5 to -0.7	21 to 30
D1	Moderate Drought	<ul style="list-style-type: none"> <li>• Some damage to crops, pastures</li> <li>• Streams, reservoirs, or wells low, some water shortages developing or imminent</li> <li>• Voluntary water-use restrictions requested</li> </ul>	-2.0 to -2.9	11 to 20	11 to 20	-0.8 to -1.2	11 to 20
D2	Severe Drought	<ul style="list-style-type: none"> <li>• Crop or pasture losses likely</li> <li>• Water shortages common</li> <li>• Water restrictions imposed</li> </ul>	-3.0 to -3.9	6 to 10	6 to 10	-1.3 to -1.5	6 to 10
D3	Extreme Drought	<ul style="list-style-type: none"> <li>• Major crop/pasture losses</li> <li>• Widespread water shortages or restrictions</li> </ul>	-4.0 to -4.9	3 to 5	3 to 5	-1.6 to -1.9	3 to 5
D4	Exceptional Drought	<ul style="list-style-type: none"> <li>• Exceptional and widespread crop/pasture losses</li> <li>• Shortages of water in reservoirs, streams, and wells creating water emergencies</li> </ul>	-5.0 or less	0 to 2	0 to 2	-2.0 or less	0 to 2

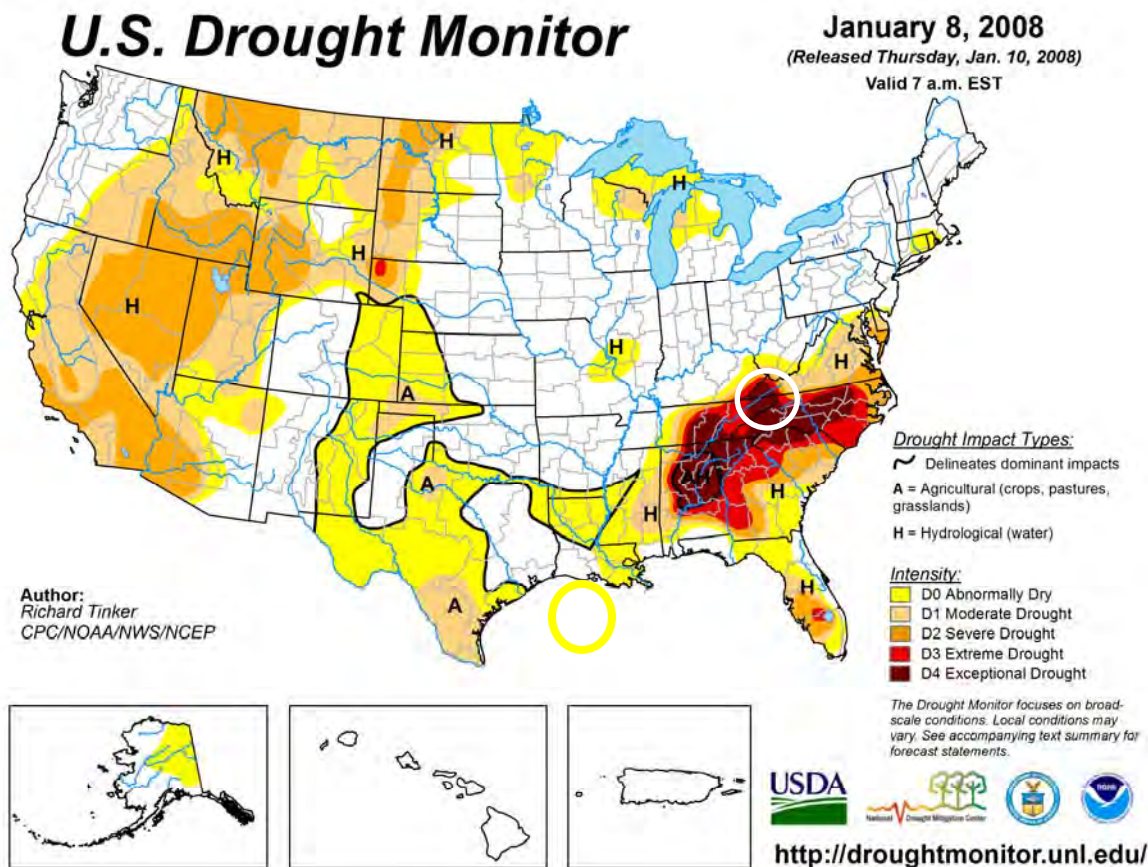
Short-term drought indicator blends focus on 1-3 month precipitation. Long-term blends focus on 6-60 months. Additional indices used, mainly during the growing season, include the USDA/NASS Topsoil Moisture, Keetch-Byram Drought Index (KBDI), and NOAA/NESDIS satellite Vegetation Health Indices. Indices used primarily during the snow season and in the West include snow water content, river basin precipitation, and the Surface Water Supply Index (SWSI). Other indicators include groundwater levels, reservoir storage, and pasture/range conditions.



The US Drought Monitor limits how far back data can be pulled. From January 10, 2000 to January 20, 2020, Sullivan County had experienced the following in drought conditions. With the assistance of the above legend and the below conditions, the extent is provided.

- None = 631 days
- D0 = 173 days
- D1 = 130 days
- D2 = 55 days
- D3 = 43 days
- D4 = 15 days

From October 2, 2007 to January 8, 2008, Sullivan County experienced an exceptional drought (D4). Impacts included shortage of water supply and impacts to crops.



The information provided in the summary of the drought issue located in Sullivan County, TN is the only source of information to provide a clear picture of the issue. Due to lack of resources in presentation of the issue,

the information provided is the only source. No other details are available for research or study.

The committee shared their personal experiences of winter weather events that have occurred in Sullivan County, Town of Bluff City, City of Bristol and City of Kingsport. The following is transcribed from their thoughts.

- Drought typically does not impact water service for Bristol due to the source of water is from the water plant.

Jurisdiction	Impacts			Vulnerability
	Human	Property	Business	$H+P+B=\#; \# / 3 = V$
Sullivan County Unincorporated	1.33	2.33	0.67	1.44
Town of Bluff City	1.00	2.00	1.00	1.33
City of Bristol	1.00	2.00	1.25	1.42
City of Kingsport	1.75	2.75	1.75	2.08

Jurisdiction	Vulnerability	Probability	Risk $V+P=R$
Sullivan County Unincorporated	1.44	3.00	4.44
Town of Bluff City	1.33	3.00	4.33
City of Bristol	1.42	2.00	3.42
City of Kingsport	2.08	2.25	4.33

Scale	
Low	2-3.6
Moderate	3.7-5.2
Medium	5.3-6.8
High	6.9-8.4
Severe	8.5-10

## Presidential Disaster Declarations

The source of this information came from <https://www.fema.gov/disasters>. All disasters included in the table below that were provided on this website.

FEMA DR #	Date	Hazard(s)				PA	IA
1974	5/1/2011	Severe Storms	Tornadoes	Straight Line Winds	Flooding	yes	no
3095	3/14/1993	Winter Storm				yes	no
3217	9/5/2005	Hurricane Katrina				yes	no
424	4/4/1974	Tornadoes				yes	Yes
366	5/15/1972	Heavy Rains	Flooding			yes	Yes
1197	1/13/1998	Severe Storms	Flooding			yes	no

## Section 4: Mitigation Strategy

### Mitigation Goals

The purpose for developing a set of Goals is to clearly state the community's overall vision for hazard mitigation and to provide a path towards building a safer, more resilient community. The Sullivan County Hazard Mitigation Committee identified the following goals to be the forefront in the overall development of this plan. All actions/projects recommended as mitigation efforts for the Hazard Mitigation Plan must first meet or further at least one of these goals. The goals are provided in a ranked order where the first goal is paramount.

Goal 1: Protect the lives and health of citizens from the effects of natural hazards.

Goal 2: Emphasize mitigation planning to decrease vulnerability of existing and new structures.

Goal 3: Encourage public support and commitment to hazard mitigation, by communicating mitigation benefits.

### Identification and Prioritization of Mitigation Projects

Sullivan County has developed a comprehensive range of mitigation projects. These projects were solicited and identified by the different entities whom make up the Sullivan County Hazard Mitigation Committee. Once the proposed projects attained a sponsoring agency and the details of the projects were discussed by the committee, the committee then proceeded to prioritize the mitigation projects.

The prioritization process was important since most mitigation projects represent a large investment of financial and personal resources. By evaluating each project's degree of feasibility and the level of costs versus benefits, Sullivan County was able to determine when and which projects should be implemented based on available funding and time.

The Sullivan County Hazard Mitigation Committee used the SAFE-T method to prioritize these projects. This approach was adopted from the successful methodology used by other counties in FEMA Region 4. This rating system uses five variables to evaluate the overall feasibility and appropriateness: Societal, Admistrative, Financial, Environmental, and Technical. A focus on this methodology emphasizes the use of a cost-benefit review to maximize benefits.



Project Prioritization Method: SAFE-T			
Variable		Value	Description
<b>S</b>	<b>Societal:</b> The public must support the overall implementation strategy and specified mitigation actions. The projects will be evaluated in terms of community acceptance and societal benefits.	1	Low community priority, few societal benefits
		2	Moderate community acceptance/priority
		3	High community acceptance/priority
<b>A</b>	<b>Administrative:</b> The projects will be evaluated for anticipated staffing and maintenance requirements to determine if the jurisdiction has the personnel and administrative capabilities necessary to implement the project or whether outside help will be needed.	1	High staffing, outside needed
		2	Some staffing, help may be needed
		3	Low staffing, no outside help needed
<b>F</b>	<b>Financial:</b> The projects will be evaluated on their general cost-effectiveness and whether additional outside funding will be required.	1	Somewhat cost-effective
		2	Moderately cost-effective
		3	Very cost-effective
<b>E</b>	<b>Environmental:</b> The projects will be evaluated for any immediate or long-term environmental impacts caused by their construction or operation.	1	Many environ. impacts, possibly long-term
		2	Some environ. Impacts, some possibly long-term
		3	Few, if any, environ. impacts
<b>T</b>	<b>Technical:</b> The projects will be evaluated on their ability to reduce losses in the long-term, whether there are secondary impacts, and whether the proposed project solves the associated problem or if additional components are necessary.	1	Other actions are needed or short-term fix
		2	Other actions may be needed for long-term fix
		3	Other actions not needed, long-term fix

Committee members ranked the projects as a group by determining the value for each variable and then by adding the variables rates up for a project sum value. All the project rankings can be seen on the Sullivan County Hazard Mitigation Project List. Also, the committee tally for the rating of each project is in the following table.



Action No.	Action Title	Hazard Rated Priority		Social	Administrative	Financial	Environmental	Technical	Total
1	Old Elizabethton Hwy & Weaver Branch/Tate Rd. flooding issue	16		3.0	2.0	3.0	3.0	2.0	2.6
2	Tate Rd. Flooding issue (County)	3		3.0	2.0	3.0	3.0	2.0	2.6
3	Public Education (all jurisdictions)	3		3.0	2.0	3.0	3.0	2.0	2.6
4	Reedy Creek/near 11 west flooding issue (County)	1		3.0	2.0	3.0	3.0	2.0	2.6
5	County EMS Station generators (County)	16		2.0	2.0	2.0	3.0	3.0	2.4
6	Volunteer FD Generators (County)	7		2.0	2.0	2.0	3.0	3.0	2.4
7	Sewer/water plant generators (all jurisdictions)	2		2.0	2.0	2.0	3.0	3.0	2.4
8	Become a Firewise Community (all jurisdictions)	8		3.0	2.0	1.0	3.0	2.0	2.2
9	Develop a Drought Mitigation Plan (all jurisdictions)	15		3.0	2.0	1.0	3.0	2.0	2.2
10	Ead Rd. & Weaver Branch Flooding issue (Bluff City)	16		3.0	2.0	3.0	3.0	2.0	2.6
11	Bluff City PD generator (Bluff City)	9		2.0	2.0	2.0	3.0	3.0	2.4
12	Buyout repetitive loss property 1 (Bristol)	16		3.0	3.0	2.0	2.0	2.0	2.4
13	Buyout repetitive loss property 2 (Bristol)	16		3.0	3.0	2.0	2.0	2.0	2.4
14	Vance Dr flooding contingent on repetitive loss buyout for property 1 (Bristol)	14		2.0	3.0	2.0	2.0	2.0	2.2
15	5. Hampton Dr. Culvert replacement (Bristol)	3		2.0	3.0	2.0	3.0	3.0	2.6
16	Generators for fire stations (Bristol)	3		3.0	2.0	2.0	3.0	3.0	2.6
17	Water booster stations permanent generators (Bristol)	9		3.0	1.0	3.0	3.0	2.0	2.4
18	Downtown stormwater pond (Kingsport)	9		2.0	2.0	3.0	2.0	3.0	2.4
19	Lockwood Rd. Flooding issue (Kingsport)	9		2.0	2.0	3.0	2.0	3.0	2.4
20	Bridge over Ward Place (Kingsport)	9		2.0	2.0	3.0	2.0	3.0	2.4

## Sullivan County Project List

The following Project List provides an overview of all the Sullivan County Hazard Mitigation Committee projects. This includes potential funding sources, implementation timeframes, the project's responsible agency, and other information. This list is to remain active and updated.

### Sullivan County Project List

Hazard Mitigated	Project #	Sullivan County (Unincorporated) Action/Project Name	Priority Rank	Addresses New or Existing Buildings/Infra?	Responsible Agency	Possible Funding Source(s)	Timeframe
Flooding	1	Old Elizabethton Hwy & Weaver Branch/Tate Rd. flooding issue	16	existing	Hwy dept	HMGP, PDM, FMA	1-5 years
	10	Ead Rd. & Weaver Branch flooding issue	16	Existing	Hwy dept	HMGP, PDM, FMA	1-5 years
	2	Tate Rd. Flooding	3	existing	Hwy dept	HMGP, PDM, FMA	1-5 years
	3	Public Education	3	existing	EMA	HMGP, PDM,	1-5 years
	4	Reedy Creek near 11W flooding issue	1	existing	Hwy dept	HMGP, PDM, FMA	1-5 years
Tornado/Severe Storms (Hail, Wind, Lightning)	5	County EMS Station Generators	16	New and existing	EMS	HMGP, PDM	1-5 years
	6	Volunteer FD Generators	7	Existing	Individual Volunteer FD's	HMGP, PDM	1-5 years
	7	Sewer/water plant Generators	2	Existing	Utility district	HMGP, PDM	1-5 years
	3	Public Education	3	existing	EMA	HMGP, PDM	1-5 years
Winter Weather	5	County EMS Station Generators	16	New and existing	EMS	HMGP, PDM	1-5 years
	6	Volunteer FD generators	7	Existing	Individual volunteer	HMGP, PDM	1-5 years
	7	Sewer/water plant Generators	2	Existing	Utility district	HMGP, PDM	1-5 years
	3	Public Education	3	existing	EMA	HMGP, PDM	1-5 years
Wildfires	3	Public Education	3	existing	EMA	HMGP, PDM	1-5 years
	8	Become a Firewise community	8	existing	EMA/VFD	HMGP,	1-5 years

						PDM	
Drought	3	Public Education	3	existing	EMA	HMGP, PDM	1-5 years
	9	Develop a drought mitigation plan	15	existing	EMA	HMGP, PDM	1-5 years

Hazard Mitigated	Project #	Town of Bluff City Action/Project Name	Priority Rank	Addresses New or Existing Buildings/Infra?	Responsible Agency	Possible Funding Source(s)	Timeframe
Flooding	3	Public Education	3	existing	EMA/Bluff City	HMGP, PDM	1-5 years
	Due to other priorities within these projects, Town of Bluff City is limiting this to one project.						
Tornado/Severe Storms (Hail, Wind, Lightning)	3	Public Education	3	Existing	EMA/Bluff City	HMGP, PDM	1-5 years
	11	Bluff City PD Generator	16	existing	Police dept/Bluff City	HMGP, PDM	1-5 years
Winter Weather	3	Public Education	3	existing	EMA/Bluff City	HMGP, PDM	1-5 years
	11	Bluff City PD Generator	16	existing	Police dept/Bluff City	HMGP, PDM	1-5 years
Wildfires	3	Public Education	3	existing	EMA/Bluff City	HMGP, PDM	1-5 years
	8	Become a Firewise community	8	existing	EMA/Volunteer FD	HMGP, PDM	1-5 years
Drought	3	Public Education	3	Existing	EMA/Bluff City	HMGP, PDM	1-5 years
	9	Develop a drought mitigation plan	15	Existing	EMA/Bluff City	HMGP, PDM	1-5 years

Hazard Mitigated	Project #	City of Bristol Action/Project Name	Priority Rank	Addresses New or Existing Buildings/Infra?	Responsible Agency	Possible Funding Source(s)	Timeframe
Flooding	12	Buyout Repetitive Loss property 1	16	Existing	City of Bristol	HMGP, PDM, FMA	1-5 years
	13	Buyout Repetitive Loss property 2	16	Existing	City of Bristol	HMGP, PDM, FMA	1-5 years
	14	Vance Drive flooding contingent on repetitive loss buyout property 1	14	Existing	City of Bristol	HMGP, PDM, FMA	1-5 years
	15	S. Hampton Drive culvert replacement	3	Existing	City of Bristol	HMGP, PDM, FMA	1-5 years
	3	Public Education	3	Existing	EMA/City of Bristol	HMGP, PDM	1-5 years
Tornado/Severe Storms (Hail, Wind, Lightning)	3	Public Education	3	existing	EMA/City of Bristol	HMGP, PDM	1-5 years
	16	Generators for fire stations	3	Existing and new	City of Bristol	HMGP, PDM	1-5 years
	17	Water booster stations permanent generators	9	Existing and new	City of Bristol	HMGP, PDM	1-5 years
	7	sewer/water plant permanent generators	2	Existing	City of Bristol	HMGP, PDM	1-5 years
Winter Weather	3	Public Education	3	existing	EMA/City of Bristol	HMGP, PDM	1-5 years
	16	Generators for fire stations	3	Existing and new	City of Bristol	HMGP, PDM	1-5 years
	17	Water booster stations permanent generators	9	existing	City of Bristol	HMGP, PDM	1-5 years
	7	sewer/water plant generators	2	existing	City of Bristol	HMGP, PDM	1-5 years
Wildfires	3	Public Education	3	existing	EMA/City of Bristol	HMGP, PDM	1-5 years
	8	Become a Firewise community	8	existing	EMA/City of	HMGP,	1-5 years

					Bristol	PDM	
Drought	3	Public Education	3	existing	EMA/City of Bristol	HMGP, PDM	1-5 years
	9	Develop a drought mitigation plan	15	existing	EMA/City of Bristol	HMGP, PDM	1-5 years

Hazard Mitigated	Project #	City of Kingsport Action/Project Name	Priority Rank	Addresses New or Existing Buildings/Infra?	Responsible Agency	Possible Funding Source(s)	Timeframe
<b>Flooding</b>	3	Public Education	3	Existing	City of Kingsport/EMA	HMGP, PDM	1-5 years
	18	Downtown Stormwater Pond	9	new	City of Kingsport	HMGP, PDM, FMA	1-5 years
	19	Lockwood Rd. Flooding issue	9	Existing	City of Kingsport	HMGP, PDM, FMA	1-5 years
	20	Bridge over Ward Place	9	existing	City of Kingsport	HMGP, PDM, FMA	1-5 years
<b>Tornado/Severe Storms (Hail, Wind, Lightning)</b>	3	Public Education	3	existing	City of Kingsport/EMA	HMGP, PDM	1-5 years
	7	Sewer/water plant generator	2	Existing	City of Kingsport	HMGP, PDM	1-5 years
<b>Winter Weather</b>	3	Public Education	3	Existing	City of Kingsport/EMA	HMGP, PDM	1-5 years
	7	Sewer/water plant generator	2	Existing	City of Kingsport	HMGP, PDM	1-5 years
<b>Wildfires</b>	3	Public Education	3	Existing	City of Kingsport/EMA	HMGP, PDM	1-5 years
	8	Become a Firewise community	8	Existing	City of Kingsport/EMA	HMGP, PDM	1-5 years
<b>Drought</b>	3	Public Education	3	existing	City of Kingsport/EMA	HMGP, PDM	1-5 years
	9	Develop a drought mitigation plan	15	existing	City of Kingsport/EMA	HMGP, PDM	1-5 years

Notes: The timeframe was determined based on the required revision schedule of this plan which gives the committee the full 5 years to focus on these efforts.

Acronym definition – HMGP (Hazard Mitigation Grant Program), FMA – Flood Mitigation Assistance, PDM (Pre-Disaster Mitigation), EMA (Emergency Management Agency)

## Project List Update

The Sullivan County Hazard Mitigation Planning Committee reviewed the actions/projects in the 2015 plan. Ultimately, by the end of that conversation it was determined to create a whole new set of projects that met the current priorities.

The initial review decided the following projects were preparedness, therefore, removed.

- Increase coordination and pre-staging of critical assets for disasters.
- Define “vulnerable” populations in order to better coordinate with Public Health to identify these populations.
- Continue to participate in themed drills, such as TNCAT for focused training.
- Improve communications between Emergency Management Agency and utilities.
- Continue partnering with Eastman on floodplain issues and hazard mitigation storage.
- Continue participation as a StormReady community.
- Improve emergency communication with surrounding states.
- Review and update vulnerability assessments at water treatment facilities.
- Continue disaster response training for Bristol Motor Speedway staff.
- Improve alternative route planning and equipment for Volunteer Parkway and other State roadways that are key transportation routes during race weekends.
- Generate a map of sirens and the populations that receive the alert information.

The following actions/projects were determined to be required hazard mitigation planning elements and not projects, therefore, removed.

- Identify repetitive flood prone areas.
- Map known areas of landslide incidents and potential areas for landslides. (This is also not a prime hazard of concern for the 2020 plan.)
- Coordinate annual meetings of the Sullivan County Hazard Mitigation Planning Committee to monitor, evaluate, and update the multi-hazard mitigation plan.

The following actions/projects were determined to not be hazard mitigation eligible projects, therefore, removed.

- Continue to seek ways for Tier II facilities to report electronically in a web-based format, as the current system support by a University may soon be unavailable.



- Investigate the feasibility of installing a Hazardous Materials team in the City of Bristol, TN.
- Leverage other funding sources for hazard mitigation implementation, such as the Hazard Mitigation Grant Program (HMGP) and the Flood Mitigation Assistance (FMA) Program.

The following projects were deleted due to other higher priorities.

- Participate in CRS program.
- Modify zoning in dam failure inundation zones. (Also, not a hazard of prime concern.)
- Require underground utilities in new subdivision developments.

The following action/project was brought forward to the 2020 plan but generalized. Also, the man-made and hazardous materials portion of this will no longer be considered for hazard mitigation.

1. Public Awareness Program
  - a. Continue public education efforts, such as quarterly online newsletter, participation in safety fairs, and press releases/radio PSAs in coordination with the Public Health Coalition regarding natural and man-made hazards.
  - b. Continue public education on shelters.
  - c. Educate property owners near the Bristol Motor Speedway facility about hazard mitigation roles and responsibilities.

The following action/project was partially deleted with only Firewise being brought forward to the 2020 plan.

- Reduce Vulnerability to Wildfire Hazard.
  - Investigate improvements to ingress/egress routes for residential areas in Wildland/Urban Interface (WUI) or wildfire hazard areas.
  - Investigate improvements in water delivery to residential areas in wildfire hazard areas.
  - Develop and adopt design standards based on Firewise principles into subdivision ordinances.
  - Become a certified Firewise community.

The following project was fleshed out further in committee by determining which areas needed greatest attention due to flood risk based on previous events.

- Identify methods to reduce flooding and loss in historic districts.

## National Flood Insurance Program Compliance

The National Flood Insurance Program (NFIP) is a pre-disaster flood hazard mitigation and insurance protection program which has reduced the increasing cost of disasters. The intent of the program is to: require new and substantially improved structures be designed and constructed to minimize or eliminate future flood damage; provide floodplain residents and business owners with financial insurance assistance in the form of insurance after floods; and it transfers most of the cost of private property flood losses from the taxpayers to floodplain property owners through flood insurance premiums. Participation in the NFIP is based on an agreement between communities and FEMA.

Currently, Sullivan County unincorporated, the Town of Bluff City, the City of Bristol, and the City of Kingsport are NFIP participants. FEMA has listed these five jurisdictions to have a current effective map date as of 9/20/2006.

Unfortunately, there are several issues with the NFIP as it pertains to Johnson City and Kingsport. The below outlines these issues and a lengthy attempt was made in 2018/2019 to resolve with no resolution. This information is presented here in case future issues appear surrounding this issue.

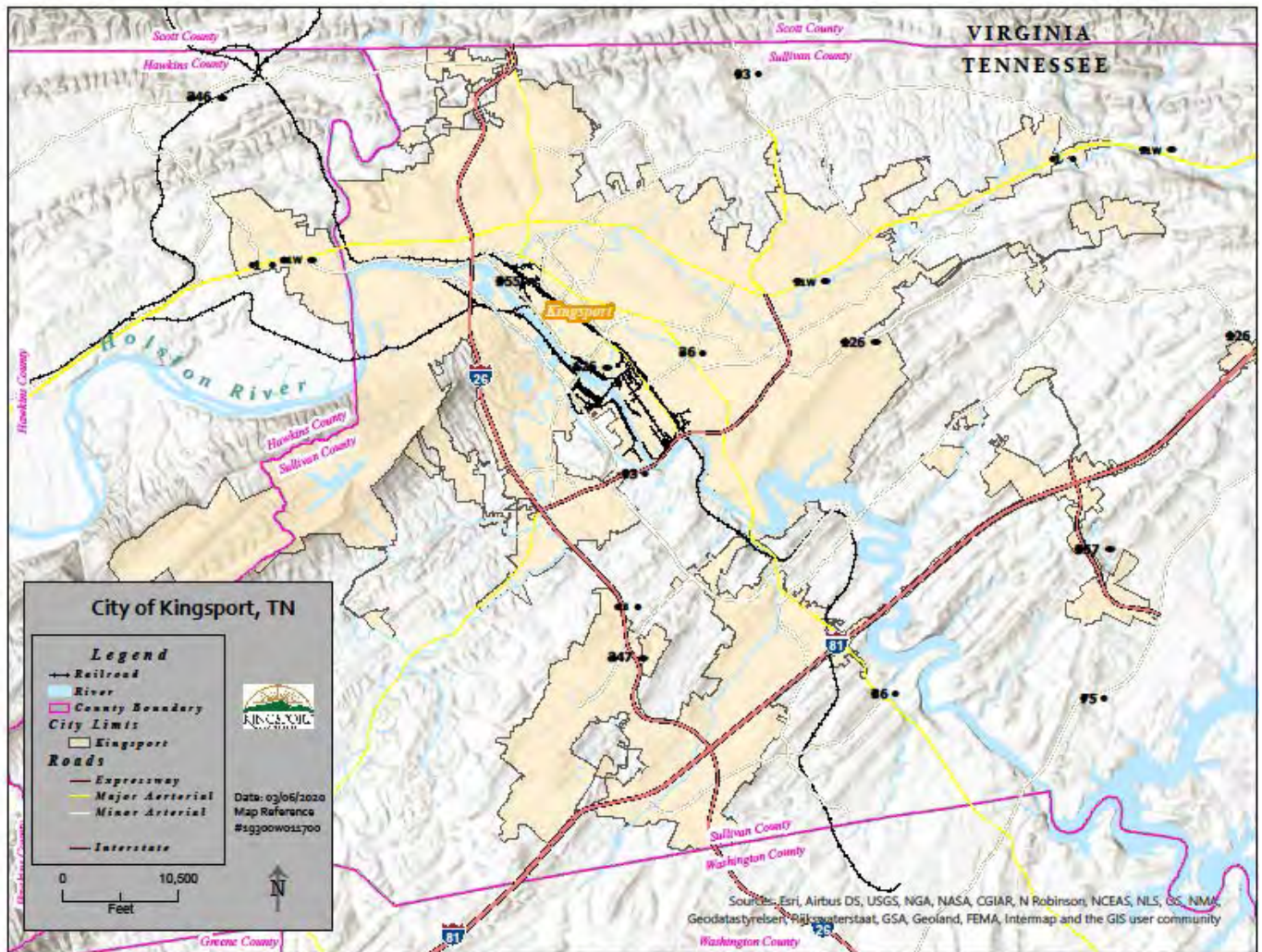
Johnson City is located in Washington, Carter and Sullivan Counties. However, the NFIP Policy information has all of Johnson City located in Carter County as illustrated below.

Policy Statistics Tennessee AS OF 06/30/2018				
County Name	Community Name	Policies In-force	Insurance In-force whole \$	Written Premium In-force
VAN BUREN COUNTY	VAN BUREN COUNTY *	21	4,300,200	18,718
WARREN COUNTY	MCMINNVILLE, CITY OF	19	3,907,300	20,315
	VIOLA, TOWN OF	1	105,000	362
	WARREN COUNTY*	30	4,856,700	25,226
WASHINGTON COUNTY	JONESBOROUGH, TOWN OF	13	2,166,900	13,418
	WASHINGTON COUNTY *	73	15,570,500	45,303
WAYNE COUNTY	CLIFTON, CITY OF	12	1,832,800	9,427
	WAYNE COUNTY *	47	6,502,900	40,483
	STEWART COUNTY *	47	9,873,400	30,417
SULLIVAN COUNTY	BLUFF CITY, TOWN OF	1	16,500	290
	BRISTOL, CITY OF	60	14,090,300	100,494
	SULLIVAN COUNTY *	139	27,648,500	125,269
SUMNER COUNTY	GALLATIN, CITY OF	239	71,179,300	184,182
	HENDERSONVILLE, CITY OF	397	113,948,800	258,006
	HUNTINGDON, TOWN OF	26	4,269,200	31,333
	MCKENZIE, TOWN OF	5	1,011,500	5,818
CARTER COUNTY	CARTER COUNTY *	263	34,064,700	282,710
	ELIZABETHTON, CITY OF	102	18,367,700	119,470
	JOHNSON CITY, CITY OF	200	48,816,800	275,710
	WATAUGA, CITY OF	1	500,000	9,245
CHEATHAM COUNTY	ASHLAND CITY, TOWN OF	174	48,922,400	180,408
	CHEATHAM COUNTY *	250	58,730,500	327,603

The City of Kingsport is located in Sullivan and Hawkins County with the majority of the city located in Sullivan. However, the NFIP Policy information has all of Kingsport listed in Hawkins.

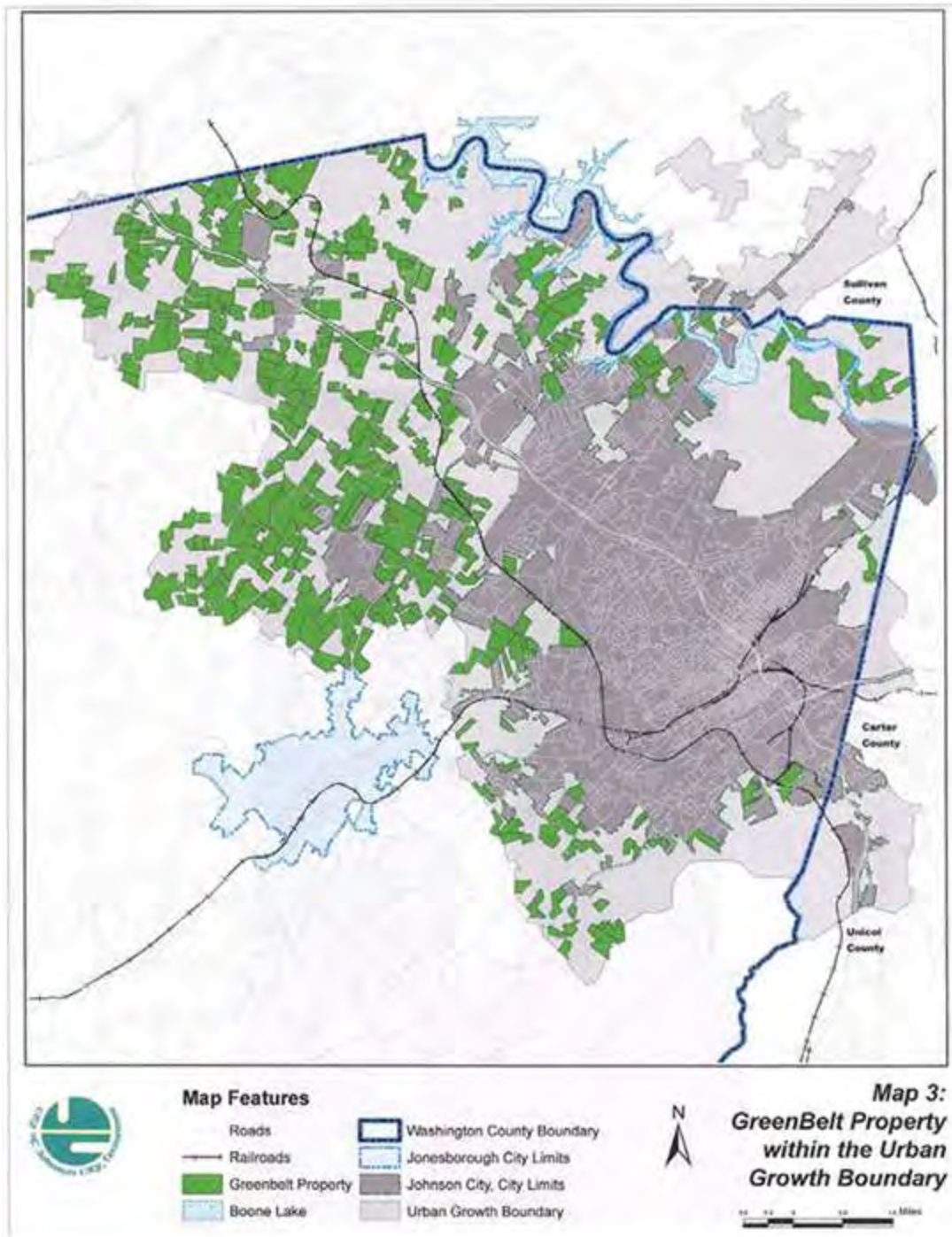
STEWART COUNTY	CONDELSBURG CITY, TOWN OF	4	200,000	4,100
	DOVER, TOWN OF	4	1,204,000	4,812
	STEWART COUNTY *	47	9,873,400	30,417
SULLIVAN COUNTY	BLUFF CITY, TOWN OF	1	16,500	290
	BRISTOL, CITY OF	60	14,090,300	100,494
	SULLIVAN COUNTY *	139	27,648,500	125,269
SUMNER COUNTY	GALLATIN, CITY OF	239	71,179,300	184,182
	HENDERSONVILLE, CITY OF	397	113,948,800	258,006
	HARDIN COUNTY*	125	25,561,500	76,511
	SALTILLO, TOWN OF	3	348,000	2,806
	SAVANNAH, CITY OF	6	2,281,500	5,231
HAWKINS	KINGSPORT, CITY OF	156	34,162,800	159,760
HAWKINS COUNTY	BULLS GAP, TOWN OF	2	466,500	8,350
	CHURCH HILL, CITY OF	10	2,528,700	9,549
	HAWKINS COUNTY*	19	3,976,200	15,384
	MOUNT CARMEL, TOWN OF	13	1,751,600	14,886
	ROGERSVILLE, CITY OF	12	2,263,000	16,840
	SURGOINSVILLE, CITY OF	1	223,000	2,066
HAYWOOD COUNTY	BROWNSVILLE, CITY OF	87	10,957,000	73,647
	HAYWOOD COUNTY*	19	2,277,400	14,403

Here is a map of the City of Kingsport with Hawkins and Sullivan County lines.



The following image shows Johnson City, which is a part of the Washington County Hazard Mitigation Plan, boundary map. Johnson City is located in Washington, Carter, and Sullivan Counties.





The following page provides details about policies within Sullivan County and all jurisdictions within. The below is a description of each column.

Adjuster Expense	The total amount paid to adjusters for all claims within the community and/or county. It includes all special expenses, allocated loss adjusted expense, and allocated ICC expense.
------------------	---

Building Coverage	Building coverage for a policy or claim (whole dollars)
Building Payments	The total amount paid for all losses for building,
Community Name	The official NFIP name of the community in which the claim or policy exists.
Community Number	The 6 character community ID in which the claim or policy exists.
Contents Coverage	Contents coverage for a policy or claim (whole dollars)
Contents Payments	The total amount paid for all losses for contents
County Name	The official FIPS county name for the claim or policy. It is determined by geocoding of the policy or claim address, rather than the historical method of using the community to look up the county.
Data as of Date	The date of the most recent validated data upon which the report is based.
ICC Coverage	ICC coverage for a policy or claim (whole dollars)
ICC Payments	The total amount paid for all losses for ICC
Number of Losses	The number of losses (claims) reported within that community and/or county.
State	The state in which the policy or claim exists. The value is determined by the geocoded data first, and in the absence of geocoding, by the community state.
Total Policy Count	The total number of policies reported within the community and/or county in force as of the given date. All condo units are counted for each condo master policy.
Total Premium and Policy Fee	The policy premium and associated policy fee for the policies.
WYO or Direct	An indicator of whether the policy or claim is administered by NFIP Direct ("Direct") or a Write-Your-Own Company ("WYO")

Because of the issues presented above, the following NFIP information includes Sullivan, Washington and Hawkins Counties.

Community Name (Number)	County	Direct Premium and FPF	WYO Premium and FPF	Total Premium and FPF	Direct Policy Count	WYO Policy Count	Total Policy Count	Direct Coverage (in Thousands)	WYO Coverage (in Thousands)	Total Coverage (in Thousands)	Direct Losses	WYO Losses	Total Losses	Direct Dollars Paid	WYO Dollars Paid	Total Dollars Paid	Adjuster Expense
KINGSPORT, CITY OF (470184)	HAWKINS COUNTY	\$ 401	\$ 8,150	\$ 8,551	1	11	12	\$ 350	\$ 2,795	\$ 3,145	-	-		\$ -	\$ -	\$ -	\$ -
BLUFF CITY, TOWN OF (470296)	SULLIVAN COUNTY	\$ -	\$ 322	\$ 322	-	1	1	\$ -	\$ 18	\$ 18	-	-		\$ -	\$ -	\$ -	\$ -
BRISTOL, CITY OF (470182)	SULLIVAN COUNTY	\$ 5,981	\$ 93,884	\$ 99,865	7	52	59	\$ 909	\$ 13,230	\$ 14,138	7	9	16	\$ 14,194	\$ 37,044	\$ 51,239	\$ 8,102
KINGSPORT, CITY OF (470184)	SULLIVAN COUNTY	\$ 23,278	\$ 124,212	\$ 147,490	25	113	138	\$ 4,048	\$ 24,154	\$ 28,202	26	37	63	\$ 197,467	\$ 343,169	\$ 540,636	\$ 39,520
SULLIVAN COUNTY * (470181)	SULLIVAN COUNTY	\$ 24,850	\$ 95,067	\$ 119,917	25	103	128	\$ 5,004	\$ 21,132	\$ 26,136	33	53	86	\$ 237,570	\$ 596,353	\$ 833,923	\$ 54,441
UNKNOWN	SULLIVAN COUNTY	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -	1	-	1	\$ -	\$ -	\$ -	\$ 70
JOHNSON CITY, CITY OF (475432)	WASHINGTON COUNTY	\$ 45,985	\$ 243,061	\$ 289,046	19	169	188	\$ 4,190	\$ 43,774	\$ 47,964	36	55	91	\$ 395,810	\$ 2,834,726	\$ 3,230,536	\$ 109,682

According to the National Flood Insurance Program, repetitive flood loss is defined as a facility or structure that has experienced two or more insurance claims of at least \$1,000 in any given 10 year period since 1978. Within the NFIP, repetitive flood loss properties are usually considered the most vital structures to mitigate. According to FEMA databases, Sullivan County has multiple repetitive and several repetitive loss properties. It's important to note the following information may be in reference to another County. However, because of the confusion within NFIP, it was decided to go ahead and place this information here.

- Sullivan County has 5 residential repetitive or severe repetitive loss properties.
- City of Kingsport has 2 other/non residential and 3 residential repetitive/severe repetitive loss properties.
- City of Bristol has 2 residential repetitive/severe repetitive loss properties.
- Johnson City (which is a part of Washington County's Hazard Mitigation Plan) has 7 other/non residential and 5 residential repetitive/severe repetitive loss properties.

To continue compliance with the NFIP, the jurisdictions have identified, analyzed, and prioritized three mitigation strategies to stay active with the program.

1. Continue to evaluate improved standards that are proven to reduce flood damage.
2. Maintaining supplies of FEMA/NFIP materials to help homeowners evaluate measures to reduce damage.
3. Maintaining a map of areas that flood frequently and prioritizing those areas for inspection immediately following heavy rains or flooding event.



## **Section 5: Plan Maintenance**

### **Monitoring, Evaluating, and Updating**

The Sullivan County Hazard Mitigation Committee is designated to monitor and evaluate the mitigation plan. This committee is chaired by Sullivan County Emergency Management who leads the monitoring, evaluating, and updating process.

Monitoring activities will involve Sullivan County Emergency Management setting up a committee meeting to be held on an annual basis. Sullivan County Emergency Management will prepare a brief annual report of the meeting's findings by addressing mitigation progress and shortfalls within the county.

The plan is to be evaluated annually and after any significant disaster causing human, infrastructure, and property losses. Following each annual informal evaluation of the plan by emergency management staff, any proposed revisions or recommendations will be brought before the Mitigation Committee to be incorporated into the plan. Potential updates to the plan will address changes to the hazard assessment, the critical facilities list, the repetitive loss list, the committee membership list, and the project priority list.

The plan will be formally updated every five years in accordance to 44 CFR 201.6(d)3, which states that the plan shall be reviewed, revised, and resubmitted for approval within five years to continue eligibility for HMGP grant funding. For the five year update, Sullivan County Emergency Management will notify the jurisdictional governments and the Sullivan County Hazard Mitigation Committee approximately one year prior to the plan's expiration date. The review of the plan will include updating the planning process, the hazard profiles, the risk assessment, the vulnerability assessment, the mitigation strategies, and the plan maintenance descriptions.

The five year plan update will also include soliciting other interested persons/agencies to join the Mitigation Committee and a review of what has been accomplished in the past 5 years. The Sullivan County Hazard Mitigation Committee's goal is to have at least 5 meetings within this time span; dates, public notices, and objectives for these meetings will be determined by Sullivan County Emergency Management.

Five months prior to the plan's expiration date, Sullivan County Emergency Management will submit the revised plan to the Tennessee Emergency Management Agency for preliminary review. Upon approval by the state, TEMA will submit the updated plan to FEMA for review.

Once Sullivan County has attained the designation of the plan's approval pending adoption, each jurisdiction will adopt the plan through a resolution within a year.

## **Incorporation into Planning Mechanisms**

By incorporating the Sullivan County Hazard Mitigation Plan into other planning documents and mechanisms, information contained in the mitigation plan can help fill-in missing gaps in existing documents, can contribute to already existing mitigation-based projects, and can create a strengthened stance of mitigation implementation and awareness within the county and its jurisdictions.

Some of the mechanisms that the Sullivan County Hazard Mitigation Plan could be incorporated into include:

- Town of Bluff City - Incorporation of mitigation actions into any updates of the Land Use & Transportation Plan, 2008-2028.
- City of Bristol Future Land Use Plan, 2006-2025; and City of Bristol Capital Improvements Plan, 2015-2019.
- City of Kingsport Capital Improvements Plan, FY2013-2014 and City of Kingsport Long Range Transportation Plan, 2035.
- Sullivan County Emergency Operations Plan in 2015; Sullivan County Regional Plan: A Guide for Future Land Use & Transportation Development, 2006-2026; and Strategic Partnerships for Economic Growth and Sustainability, 2013.

The process of incorporating the hazard mitigation plan into other plans will begin during the other plan's update cycles. Sullivan County Emergency Management will first review the plans side-by-side, and where deemed necessary, Emergency Management will make notes on how mitigation concepts and actions can be incorporated into the other plans. These recommendations will be submitted to the lead agencies of the other planning mechanisms for them to place relevant information within the documents.

## **Continued Public Participation**

The Sullivan County Mitigation Committee will strive to involve the public in future mitigation activities. This will be accomplished by continuing to post Mitigation Committee Meeting dates in the local newspaper, by attempting to have a public mitigation meeting once a year, by providing public access to copies of the Sullivan County Hazard Mitigation Plan in the local emergency management office, and by soliciting other interested persons to participate in the mitigation planning process. By implementing these methods, the public will have an opportunity to comment on the plan during the update drafting stage and prior to plan approval.

# Appendix 1

## Attendance Sheet Meeting #1



DATE: February 18, 2020

Sullivan County Hazard Mitigation Planning  
Meeting Sign In Sheet

Name	Agency	Email
Jim Bean	EMA	jbean@sullivancountytn.gov
Scott Boyd	KFD	scottboyd@kingsporttn.gov
Terri Arnold	KFD	Terriarnold@kingsporttn.gov
Jacob CHANDLER	CITY OF BRISTOL, TN	JCHANDLER@BRISTOLTN.ORG
JEFF HARRISON	City of Bristol, TN	jharrison@bristoltn.org
Tina Wright	EMA	twright@sullivancountytn.gov
Steve Perry	EMA	steve.perry@sullivancountytn.gov
Michelle Matson	TEMA	michelle.matson@tn.gov
Savannah Standard	City of Kingsport	Savannahstandard@Kingsporttn.gov
Mike Carriac	ISTFD	mcarriac@bristoltn.org
Ambre Tarbett	Planning/CAD	planning@sullivancountytn.gov
Greg Depew	BCPD	grogdepew@bcpd.org

3193 Highway 126, Suite 101  
Blountville, TN 37617

Telephone: (423) 323-6912  
Fax: (423) 279-2816

# Appendix 2

## Attendance Sheet Meeting #2



DATE: February 25, 2020

Sullivan county Hazard Mitigation Planning  
Meeting Sign in Sheet

Name	Agency	Email
Michelle Matson	TEMA	michelle.matson@tn.gov
John Brian	EMA	john.brian@sullivan-county.gov
CASEY LAMBERT	CITY OF BRISTOL, TN	clambert@bristoltn.org
JEFF HARRISON	City Bristol, TN	jharrison@bristoltn.org
Ina Wright	EMA	ina.wright@sullivan-county.gov
Steve Perry	EMA	steve.perry@sullivan-county.gov
Ambre Dubett	SC Planning	planning@sullivan-county.gov
Michael D. Cairns	BTED	mcairns@bristoltn.org
Savannah Garland	City of KPT	savannahgarland@kingsporttn.gov
Terry Arnold	KPD	terryarnold@kingsporttn.gov

## Appendix 3

 Sullivan County Emergency Management Agency

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Management  
Agency  
@SullivanEMA

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The Cities of Bristol, Bluff City, Kingsport and county officials are meeting on Tuesday February 25, 2020 at 9:00 AM to finalize projects for the updated hazard mitigation plan. Anyone in the public is welcome to attend and share their input. The meeting is at the EMA office at 3193 Hwy 126, Blountville. Around back of building upstairs.



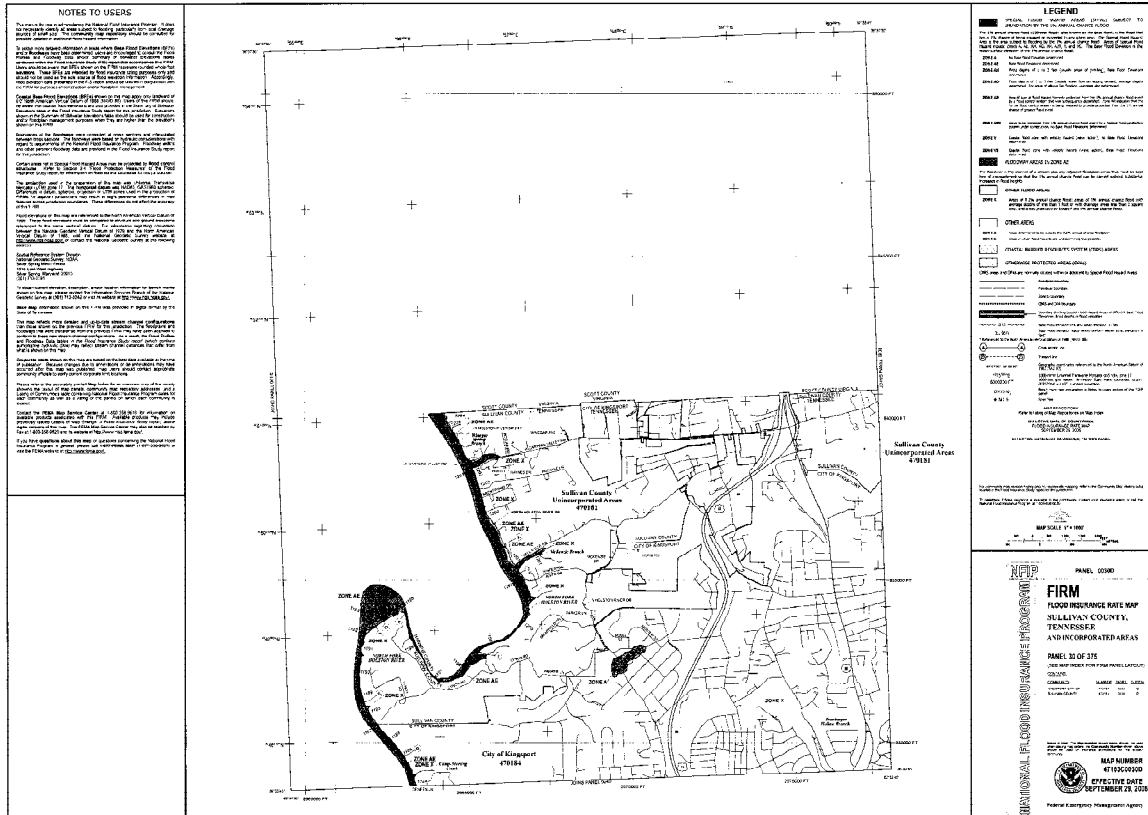
The diagram is a circular infographic with a central circle labeled "Mitigation". Surrounding this central circle are seven segments, each representing a different component of the mitigation process. Starting from the top and moving clockwise, the segments are: "Community Resilience" (green), "Public Information & Warning" (blue), "Long-term Vulnerability Reduction" (grey), "Operational Coordination" (red), "Planning" (dark grey), "Threats & Hazards Identification" (dark grey), and "Risk & Disaster Resilience Assessment" (blue). Each segment is connected to the central circle by a black line.

5

1 Share

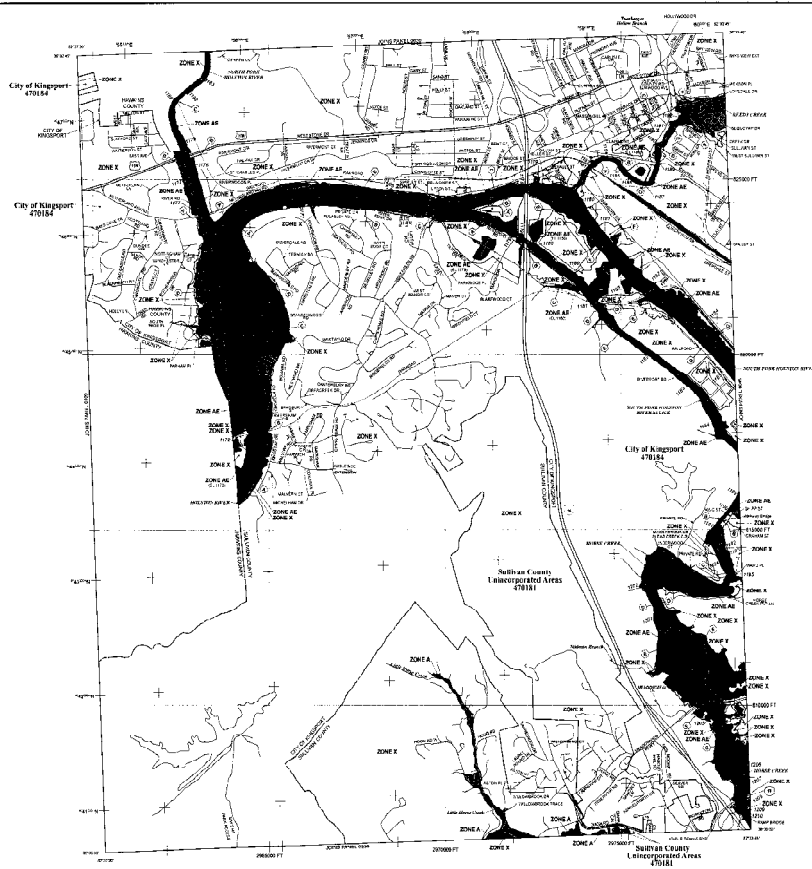
## *Flood Insurance Rate Maps for Sullivan County*





90



[illegible][illegible]

NATIONAL FLOOD INSURANCE PROGRAM	BENEFIT AMOUNT	
	<b>FIRM</b>	
	<b>FLOOD INSURANCE RATE MAP</b>	
	<b>SULLIVAN COUNTY,</b>	
	<b>TENNESSEE</b>	
	<b>AND INCORPORATED AREAS</b>	
	<b>PANEL 40 OF 375</b>	
	<b>(SEE MAP INDEX FOR FIRM PANEL LAYOUT)</b>	
	<b>COMMUNITY</b>	<b>TOWNSHIP</b> <b>POLY</b> <b>SECTION</b>
	<b>COMMUNITY</b>	<b>SECTION</b>
THIS IS NOT THE NATIONAL FLOOD INSURANCE MAP. IT IS A		
FIRM PANEL 40 OF 375		
FIRM NUMBER		
EFFECTIVE DATE		
SEPTEMBER 29, 2008		
Federal Emergency Management Agency		



**NOTES TO USERS**

This map is a Flood Insurance Rate Map (FIRM) for Sullivan County, Tennessee. It is a map of the United States and is not a map of any other country. It is a map of the United States and is not a map of any other country. It is a map of the United States and is not a map of any other country.

**General Note:** This map is a Flood Insurance Rate Map (FIRM) for Sullivan County, Tennessee. It is a map of the United States and is not a map of any other country. It is a map of the United States and is not a map of any other country. It is a map of the United States and is not a map of any other country.

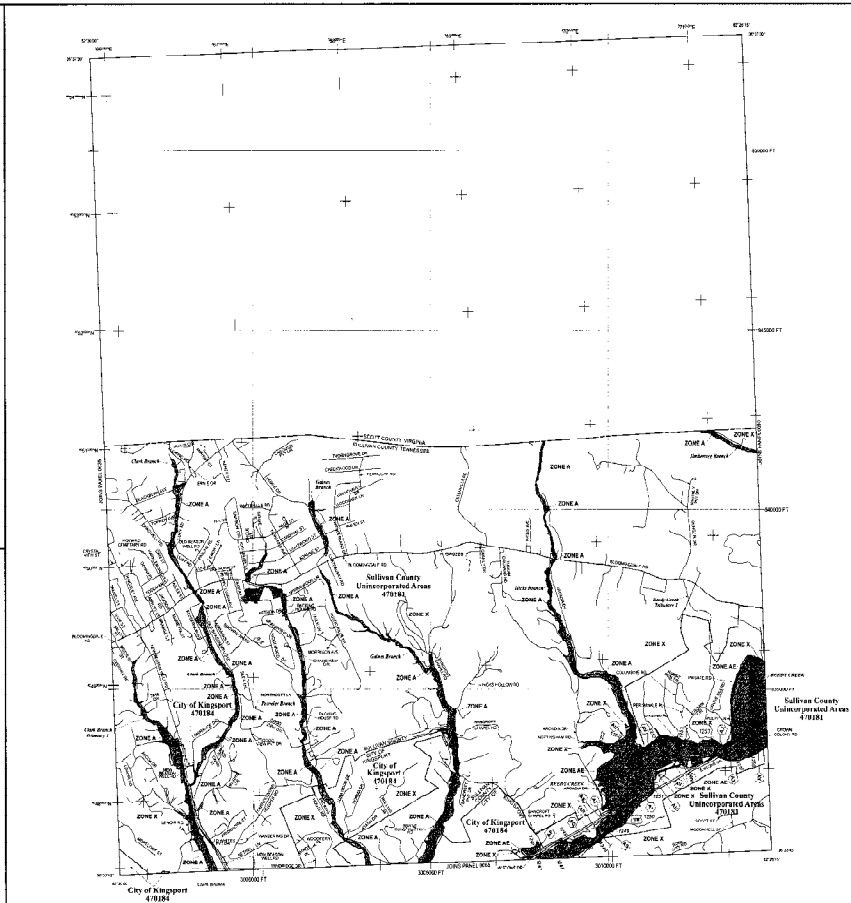
**Legend:** This map is a Flood Insurance Rate Map (FIRM) for Sullivan County, Tennessee. It is a map of the United States and is not a map of any other country. It is a map of the United States and is not a map of any other country. It is a map of the United States and is not a map of any other country.

**Scale:** This map is a Flood Insurance Rate Map (FIRM) for Sullivan County, Tennessee. It is a map of the United States and is not a map of any other country. It is a map of the United States and is not a map of any other country. It is a map of the United States and is not a map of any other country.

**Projection:** This map is a Flood Insurance Rate Map (FIRM) for Sullivan County, Tennessee. It is a map of the United States and is not a map of any other country. It is a map of the United States and is not a map of any other country. It is a map of the United States and is not a map of any other country.

**Source:** This map is a Flood Insurance Rate Map (FIRM) for Sullivan County, Tennessee. It is a map of the United States and is not a map of any other country. It is a map of the United States and is not a map of any other country. It is a map of the United States and is not a map of any other country.

**Disclaimer:** This map is a Flood Insurance Rate Map (FIRM) for Sullivan County, Tennessee. It is a map of the United States and is not a map of any other country. It is a map of the United States and is not a map of any other country. It is a map of the United States and is not a map of any other country.



**LEGEND**

**Zone A:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone B:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone C:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone D:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone E:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone F:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone G:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone H:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone I:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone J:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone K:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone L:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone M:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone N:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone O:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone P:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone Q:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone R:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone S:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone T:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone U:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

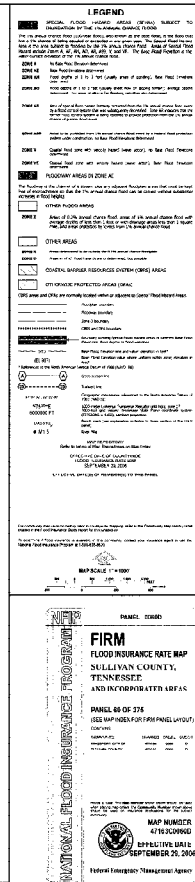
**Zone V:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone W:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone X:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone Y:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone Z:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

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**NOTES TO USERS**

The user is advised that this map is a representation of the best available information at the time of publication and is not a guarantee of accuracy. The user is advised that the map is not a substitute for a professional survey or other engineering work. The user is advised that the map is not a substitute for a professional survey or other engineering work.

**General Flood Insurance Information:**

The National Flood Insurance Program (NFIP) is a federal program that provides flood insurance to property owners in participating communities. The program is administered by the Federal Emergency Management Agency (FEMA). The program provides flood insurance to property owners in participating communities. The program provides flood insurance to property owners in participating communities.

**Map Information:**

This map is a representation of the best available information at the time of publication. The map is not a substitute for a professional survey or other engineering work. The map is not a substitute for a professional survey or other engineering work.

**Legend:**

The legend provides information about the symbols and colors used on the map. The legend provides information about the symbols and colors used on the map.

**Scale:**

The scale of the map is 1 inch = 1 mile. The scale of the map is 1 inch = 1 mile.

**North Arrow:**

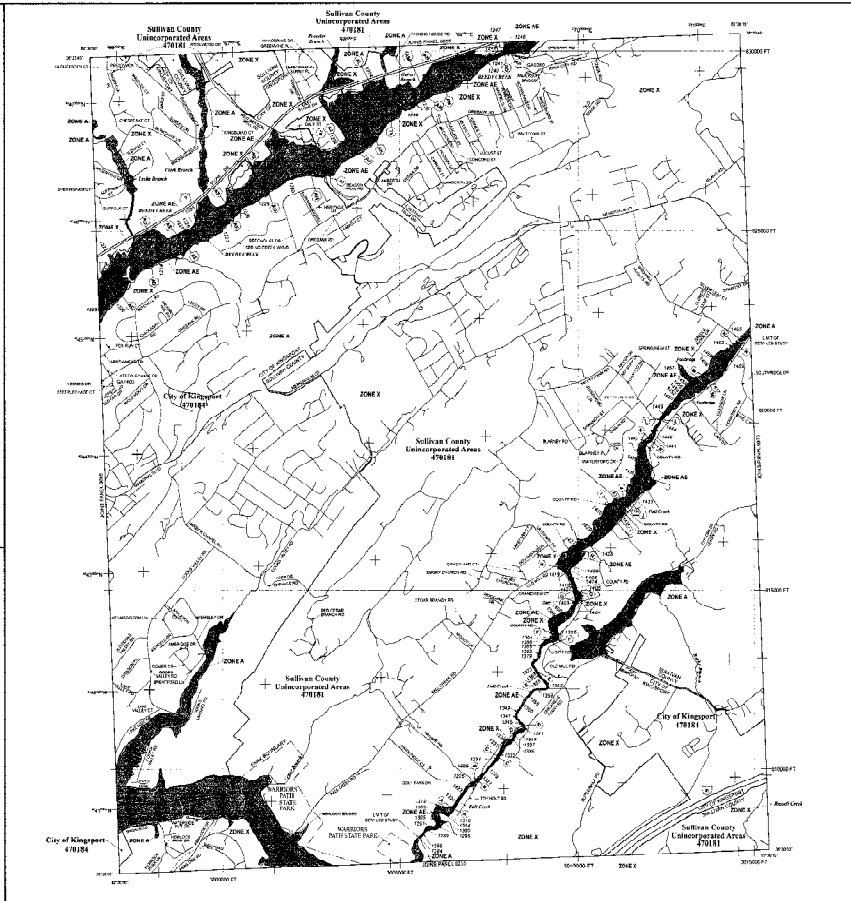
The north arrow indicates the direction of North. The north arrow indicates the direction of North.

**Map Number:**

The map number is 47181. The map number is 47181.

**Effective Date:**

The effective date is September 29, 2009. The effective date is September 29, 2009.



**LEGEND**

**Zone A:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood.

**Zone AE:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood, with a base flood elevation (BFE) indicated.

**Zone X:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood, with a base flood elevation (BFE) indicated.

**Zone V:** Special Flood Hazard Area (SFHA) subject to inundation by 1% annual chance flood, with a base flood elevation (BFE) indicated.

**Other Symbols:**

**City of Kingsport:** Indicated by a thick black line.

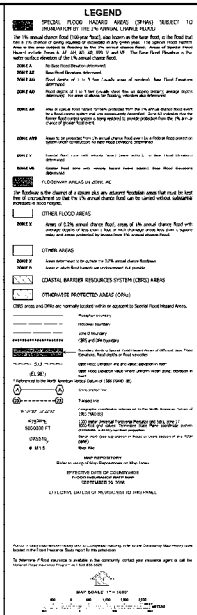
**Sullivan County Unincorporated Areas:** Indicated by a thin black line.

**Scale:** 1 inch = 1 mile.

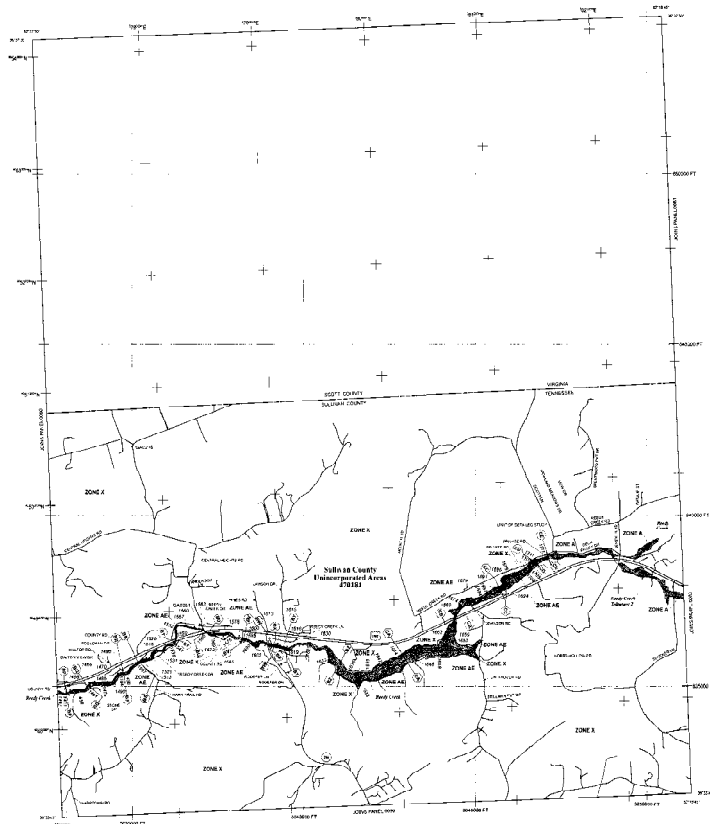
**North Arrow:** Indicated by a line with an arrowhead.

**Map Number:** 47181.

**Effective Date:** September 29, 2009.

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NATIONAL FLOOD INSURANCE PROGRAM	PANEL 0670D		11-00000000	
	<b>FIRM</b> <b>LOOMIS INSURANCE RATE MAP</b> <b>SULLIVAN COUNTY,</b> <b>TENNESSEE</b> <b>AND THE UPLAND RAILROADS</b>			
	PANEL 70 OF 375			
	(SEE MAP INDEX FOR FIRM PANEL LAYOUT)			
	<b>LOCATIONS</b> COMMUNITIES		<b>WATERED DISTRICTS</b> AREA 0000 0 DIST 0000 3	
	COMMUNITY OR FIRM PANEL NUMBER 0000000000			
	COMMUNITY OR FIRM PANEL NUMBER 0000000000			
	COMMUNITY OR FIRM PANEL NUMBER 0000000000			
	COMMUNITY OR FIRM PANEL NUMBER 0000000000			
	COMMUNITY OR FIRM PANEL NUMBER 0000000000			
MAP NUMBER 471650070D				
EFFECTIVE DATE SEPTEMBER 26, 2006				
Federal Emergency Management Agency				

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**FIRM**  
FLOOD INSURANCE RATE MAP  
SULLIVAN COUNTY,  
TENNESSEE  
AND INCORPORATED AREAS

PANEL 29 OF 375

SEE MAP FOR FIRM PANEL LOT/LINE  
CROSSING

DATE:	REVISION:	DATE:	DATE:
10/10/2000	000000	10/10/2000	10/10/2000

Map Number and Title: 47183C00300  
Effective Date: 10/10/2000

**MAP NUMBER**  
47183C00300

**EFFECTIVE DATE**  
SEPTEMBER 29, 2000

Federal/State/County Insurance Agency

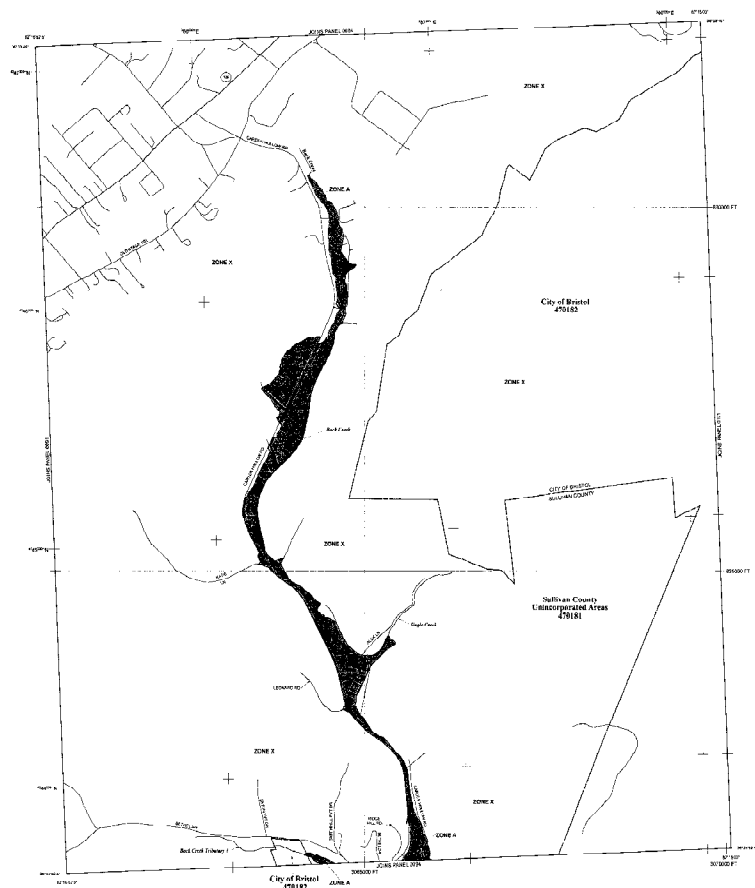










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**NOTES TO USERS**

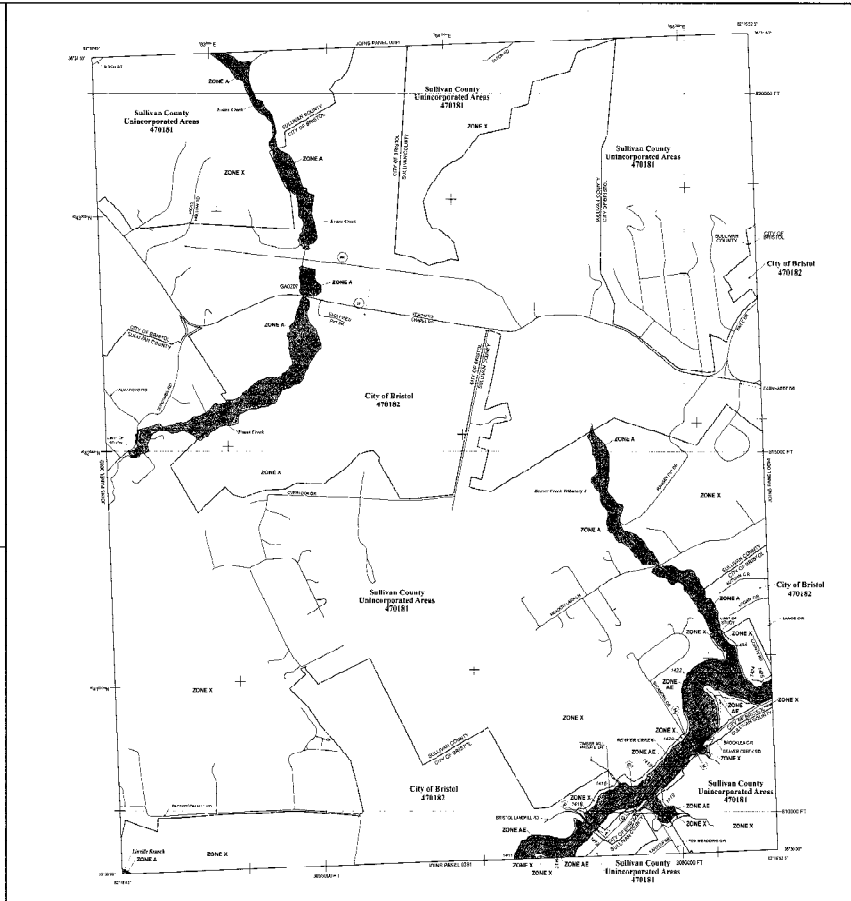
This map is not a substitute for a Flood Insurance Rate Map (FIRM) as defined in the National Flood Insurance Act. It is not a legal document and should not be used for legal purposes. It is intended for informational purposes only. The map is not a substitute for a Flood Insurance Rate Map (FIRM) as defined in the National Flood Insurance Act. It is not a legal document and should not be used for legal purposes. It is intended for informational purposes only.

To obtain more information about this map, please contact the National Flood Insurance Program (NFIP) at 1-800-358-2247. The NFIP is a federal program that provides flood insurance to property owners in participating communities. The NFIP is a federal program that provides flood insurance to property owners in participating communities.

**General Note:** This map is not a substitute for a Flood Insurance Rate Map (FIRM) as defined in the National Flood Insurance Act. It is not a legal document and should not be used for legal purposes. It is intended for informational purposes only.

**Special Note:** This map is not a substitute for a Flood Insurance Rate Map (FIRM) as defined in the National Flood Insurance Act. It is not a legal document and should not be used for legal purposes. It is intended for informational purposes only.

**Other Notes:** This map is not a substitute for a Flood Insurance Rate Map (FIRM) as defined in the National Flood Insurance Act. It is not a legal document and should not be used for legal purposes. It is intended for informational purposes only.



**LEGEND**

**SPECIAL FLOOD HAZARD AREAS (SFHA)**

**Zone A:** Flood Hazard Area with a 1% Annual Chance Flood.

**Zone AE:** Flood Hazard Area with a 1% Annual Chance Flood, showing water depth.

**Zone X:** Flood Hazard Area with a 1% Annual Chance Flood.

**Unincorporated Areas:** Sullivan County Unincorporated Areas 470181.

**Cities:** City of Bristol 470182, City of Bristol 470183.

**Roads:** Various roads are labeled, including US-421, US-412, and US-411.

**Geographical Features:** The map shows the location of the map relative to the Tennessee River and other local features.

**Other Notes:** This map is not a substitute for a Flood Insurance Rate Map (FIRM) as defined in the National Flood Insurance Act. It is not a legal document and should not be used for legal purposes. It is intended for informational purposes only.

**FIRM**

**FLOOD INSURANCE RATE MAP**

**SULLIVAN COUNTY, TENNESSEE**

**AND INCORPORATED AREAS**

**PANEL 32 OF 375**

**DATE OF MAP: 10/15/2008**

**DATE OF REVISION: 10/15/2008**

**DATE OF NEXT REVISION: 10/15/2011**

**DATE OF NEXT REVISION: 10/15/2014**

**DATE OF NEXT REVISION: 10/15/2017**

**DATE OF NEXT REVISION: 10/15/2020**

**DATE OF NEXT REVISION: 10/15/2023**

**DATE OF NEXT REVISION: 10/15/2026**

**DATE OF NEXT REVISION: 10/15/2029**

**DATE OF NEXT REVISION: 10/15/2032**

**DATE OF NEXT REVISION: 10/15/2035**

**DATE OF NEXT REVISION: 10/15/2038**

**DATE OF NEXT REVISION: 10/15/2041**

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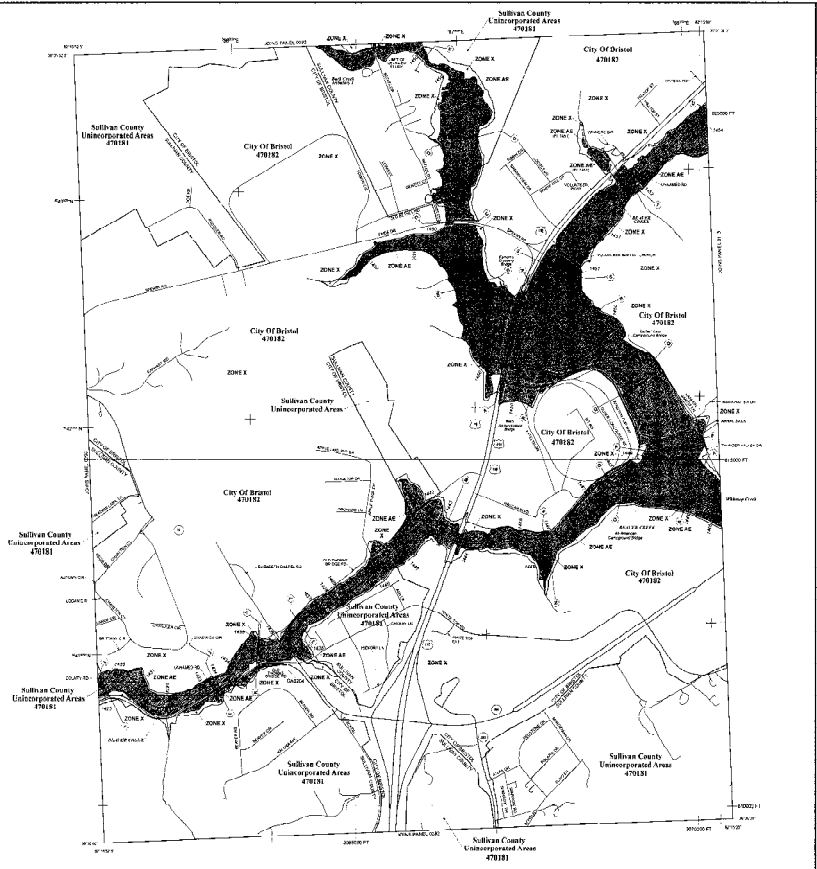
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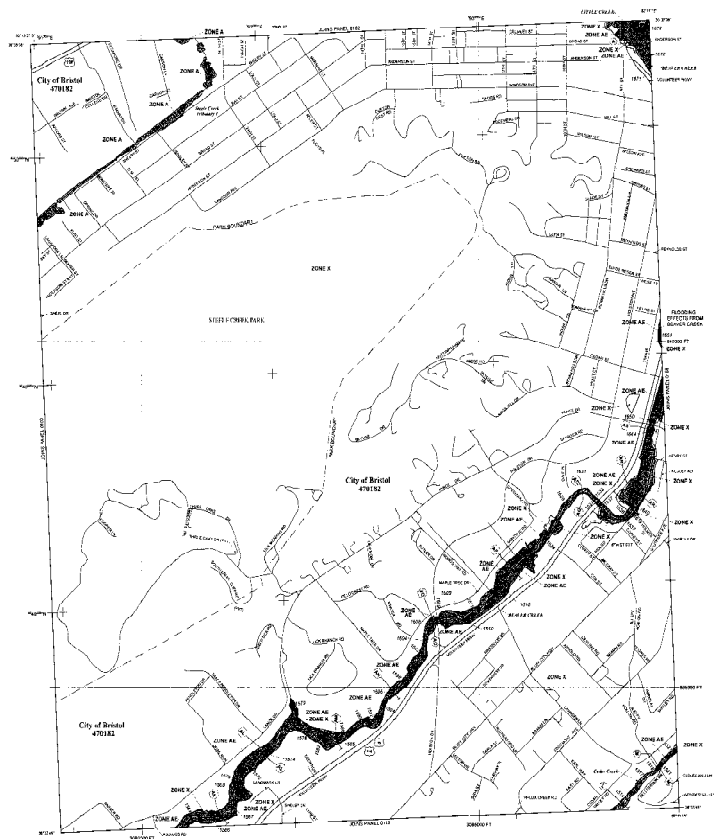
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**NATIONAL FLOOD INSURANCE PROGRAM**


OFFICE OF THE DIRECTOR  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
WASHINGTON, D.C. 20543

**PANEL 5104D**

**FIRM**  
FLOOD INSURANCE RATE MAP  
SHELBY COUNTY,  
TENNESSEE  
AND INCORPORATED AREAS

**PANEL 104 OF 375**  
COPY MADE FROM THE FIRM MAP OF 1/20/71  
GRADE  
SHELBY COUNTY, TENN. 5/71  
BUILT 3/79 47X0 1/2 21

NOTE: This map was prepared by the Federal Emergency Management Agency, Department of Housing and Urban Development, for the National Flood Insurance Program. It is not to be used for any other purpose without the express written permission of the Federal Emergency Management Agency.



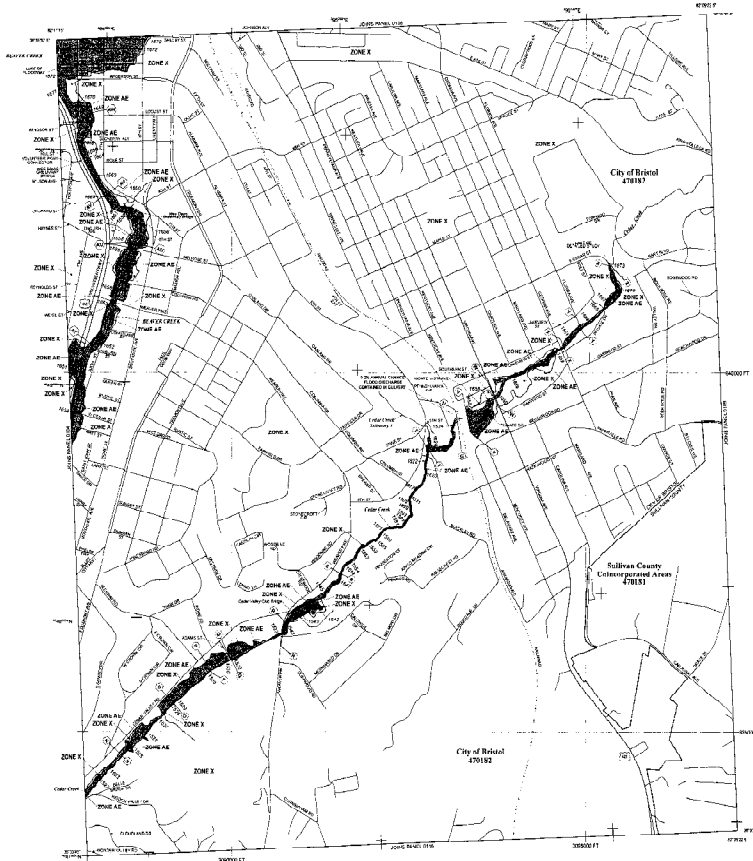
**MAP NUMBER**  
4746205104D

**EFFECTIVE DATE**  
SEPTEMBER 25, 2001

Revised 1/20/71

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This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas susceptible to flooding, particularly more local drainage areas.

**Coastal Base Flood Damages (CBFDs)** shown in this map apply only to landward of 0.5 North American Vertical Datum of 1988 (NAVD 88). Lines of the CBFD should be used to estimate flood elevations and water depths in the Summary of Storm Surge Data for the 1992-1993 Season. Storm surge data for the 1992-1993 Season shown in the Summary of Storm Surge Data table should be used for CBFDs for 1992-1993 and for 1993-1994. Storm surge data shown in the Summary of Storm Surge Data table should be used for CBFDs for 1994-1995 and for 1995-1996.

**The peripheral use** in the preparation of the map was Universal Transverse Mercator (UTM) zone 11. The horizontal datum was NAD83. GRS-80 spheroid. Differences in datum spheroid projection in UTM zones used in the production of F-Risk by various practitioners may result in slight positional differences in map

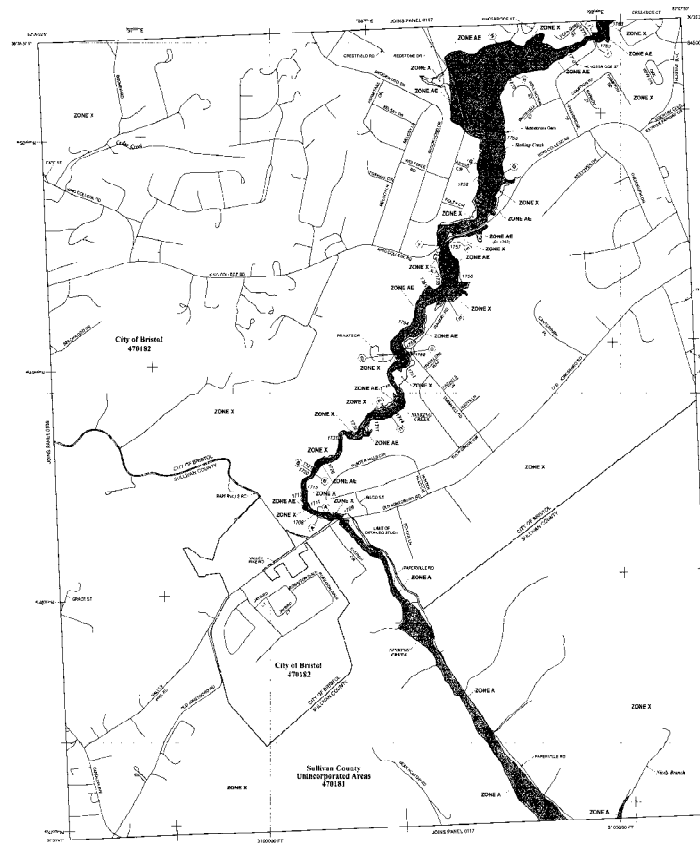
Social Reference System Division  
National Geographic Society, NGS  
Genet. Spring, Metro Center  
1115 Rock Road Highway  
Silver Spring, Maryland 20910

This macro reflects more detailed and quasi-3D stream channel configurations than the most simple in the previous list for the same reason. The "POD2d" and "POD2d3d" box plots present data for the same data set but may have been acquired from different stream channel configurations. As a result, the "POD2d" and "POD2d3d" are Fluvial Data tables in the Flood Interacts Study, which require specifying hydraulic data that reflect stream channel features that differ from what is shown in this map.

Contact the FEMA Missions Services Center at 1-800-295-9578 for information on available products associated with this FEMA Missions product that include necessary (and/or) liability insurance, a flood damage study report, and/or digital versions of this map. The FEMA Missions Services Center may also be reached by fax at 1-813-535-6530 or by e-mail at [fmsc@fema.dhs.gov](mailto:fmsc@fema.dhs.gov).

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**SPECIAL FLOOD HAZARDOUS AREAS (SFHA) SUBJECT TO  
FLOODING BY THE 1% ANNUAL CHANCE FLOOD**

**NOTE 4b** Some of several fixed investment items transferred from the U.S. gross fixed capital formation to a fixed capital system that was subsequently destroyed. Since we assume that the U.S. gross fixed capital formation is simply transfers to private pension funds and the gross fixed capital formation of private pension funds.

**OTHER FLOOD AREAS**

COASTAL CHARGER RESOURCES (CYTAN) AREAS

OFFSHORE PROTECTION AREAS (OPAs)

COA areas and OPAs are normally located within or adjacent to Special Road Hazard Areas.

**QUESTION**

Two identical particles, each of mass  $m$ , are suspended from a horizontal ceiling by two strings of length  $l$ . The strings are attached to the ceiling at a distance  $2l$  apart. The particles are released from rest at an angle  $\theta$  to the vertical. Find the speed of each particle just before they collide.

**ANSWER**

Two identical particles, each of mass  $m$ , are suspended from a horizontal ceiling by two strings of length  $l$ . The strings are attached to the ceiling at a distance  $2l$  apart. The particles are released from rest at an angle  $\theta$  to the vertical. Find the speed of each particle just before they collide.

**SOLUTION**

Two identical particles, each of mass  $m$ , are suspended from a horizontal ceiling by two strings of length  $l$ . The strings are attached to the ceiling at a distance  $2l$  apart. The particles are released from rest at an angle  $\theta$  to the vertical. Find the speed of each particle just before they collide.

**MI 5**      **Bulletin**

www.HQPolice.com  
Fellow members of Water Resources or Water Users

**FIND OUT THE EFFECT OF CLIMATE ON  
FLOOD INSURANCE RATE AND  
SEPTEMBER 29, 2006**

For more information on our mission, visit our website, [www.mission.org](http://www.mission.org), or call 1-800-368-3636. We're here to help you get the most out of your mission experience.

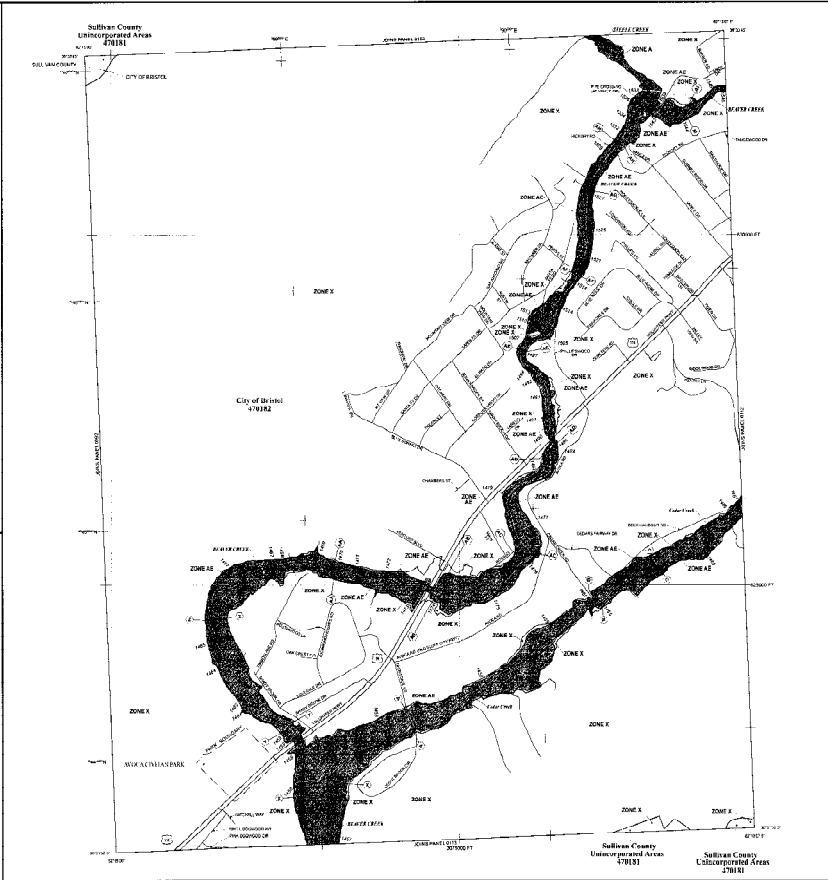



 PANEL 8100D

AND INCORPORATED AREAS  
 PANEL 109 OF 375  
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

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PLANNING

[illegible][illegible]

<b>NATIONAL FLOOD INSURANCE PROGRAM</b> <small>U.S. DEPARTMENT OF COMMERCE FEDERAL EMERGENCY MANAGEMENT AGENCY</small>	<b>PRIME: 011D</b>	
	<b>FLOOD</b>	
	<b>INSURANCE RATE MAP</b>	
	<b>SULLIVAN COUNTY,</b>	
	<b>TENNESSEE</b>	
	<b>AND INCORPORATED AREAS</b>	
	<b>PANEL: 111 OF 375</b>	
	<b>DATE: MAY 1984 (FOR EXP. DATE, LAST 2)</b>	
	<b>COMMUNITY:</b> SULLIVAN COUNTY, TN	<b>HARVEST RISK: 50%</b>
	<b>MAJOR HAZARD:</b> FLOODING	<b>STATUS:</b> A
<small>THIS MAP IS A SUMMARY OF THE FLOOD INSURANCE RATE MAPS FOR THE UNITED STATES. IT IS NOT A SUBSTITUTE FOR THE ORIGINAL MAPS. FOR MORE INFORMATION, CONTACT THE FEDERAL EMERGENCY MANAGEMENT AGENCY, 1215 ALLESTREE DRIVE, WASHINGTON, D.C. 20548.</small>		
		
<b>MAP NUMBER: 41450-0-0000</b> <b>EFFECTIVE DATE: SEPTEMBER 22, 2000</b>		
<b>Federal Emergency Management Agency</b>		

**NOTES TO USERS**

To obtain more information on a company, check the Road Report (RR) number in the table below. The company's name, address, telephone, and stock exchange listing are given. The company's name is given in the company's own words. The company's name is given in the company's own words. The company's name is given in the company's own words.

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**Section 238: Terms of Service**

**Section 239: About Us**

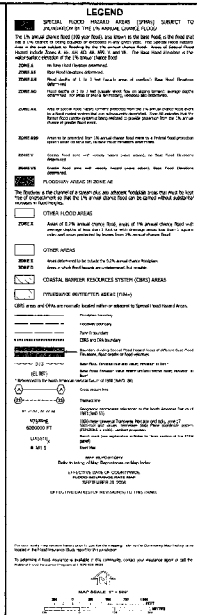
**Section 240: Feedback**

**Section 241: Help**

**Section 242: Contact Us**

**Section 243: Privacy Policy**

**Section 244: Terms of Service**



**FIRM**

**FLOOD INSURANCE RATE MAP**

**SU/LIVAN COUNTY,**

**TENNESSEE**

**AND INC. OF CALIFORNIA L.P.A. OKLAS**

---

**PANEL 112 OF 375**

(SEE MAP NUMBER FOR FIRM PANEL LOCATION)

COUNTY	SINGLE RISK DOLLARS	DUPLES
OKLAHOMA	1000	2000
OKLAHOMA	1000	2000

THIS MAP IS A REPRODUCTION OF THE ORIGINAL MAP AND IS NOT TO BE USED AS A BASIS FOR ANY OTHER MAP OR FOR ANY OTHER PURPOSE.

**MAP NUMBER**  
**4773CFC112D**

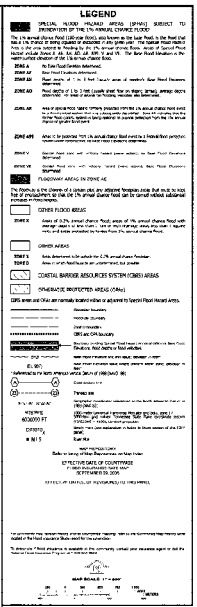
**EFFECTIVE DATE**  
**SEPTEMBER 21, 2000**

Federal Emergency Management Agency



## NOTES TO USERS

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**NATIONAL FLOOD INSURANCE PROGRAM**

**PANEL 9710D**

**FIRM**

**FLOOD INSURANCE RATE MAP**

**SULLIVAN COUNTY,**

**TENNESSEE**

**AND INCORPORATED AREAS**

**PANEL 113 OF 375**

**100% MAP INDEX FOR FIRM PANELS LEFT/RIGHT**

<b>COMMUNITY</b>	<b>NUMBER</b>	<b>DATE</b>
000000	0000	0000
<b>RETURNS</b>	<b>DATE</b>	<b>DATE</b>
0000	0000	0000

**MAP NUMBER**

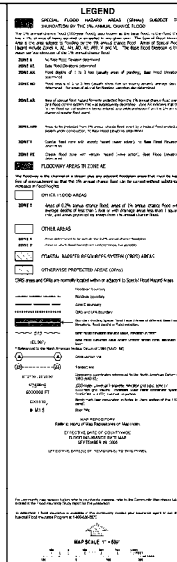
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**EFFECTIVE DATE**

**SEPTEMBER 28, 2006**

**Federal Emergency Management Agency**



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**NFIP**

PANEL #1910D

# FIRM

FLOOD INSURANCE RATE MAP  
SULLIVAN COUNTY,  
TENNESSEE  
AND INCORPORATED AREAS


PANEL 116 OF 375

USE MAP PANEL 1 ON PREVIOUS PANEL FOR  
CONTOUR

CONTOUR	SURFACE PLOT	ELEV.
100 FEET	A-1	100.0
100 FEET	B-1	100.0
100 FEET	C-1	100.0

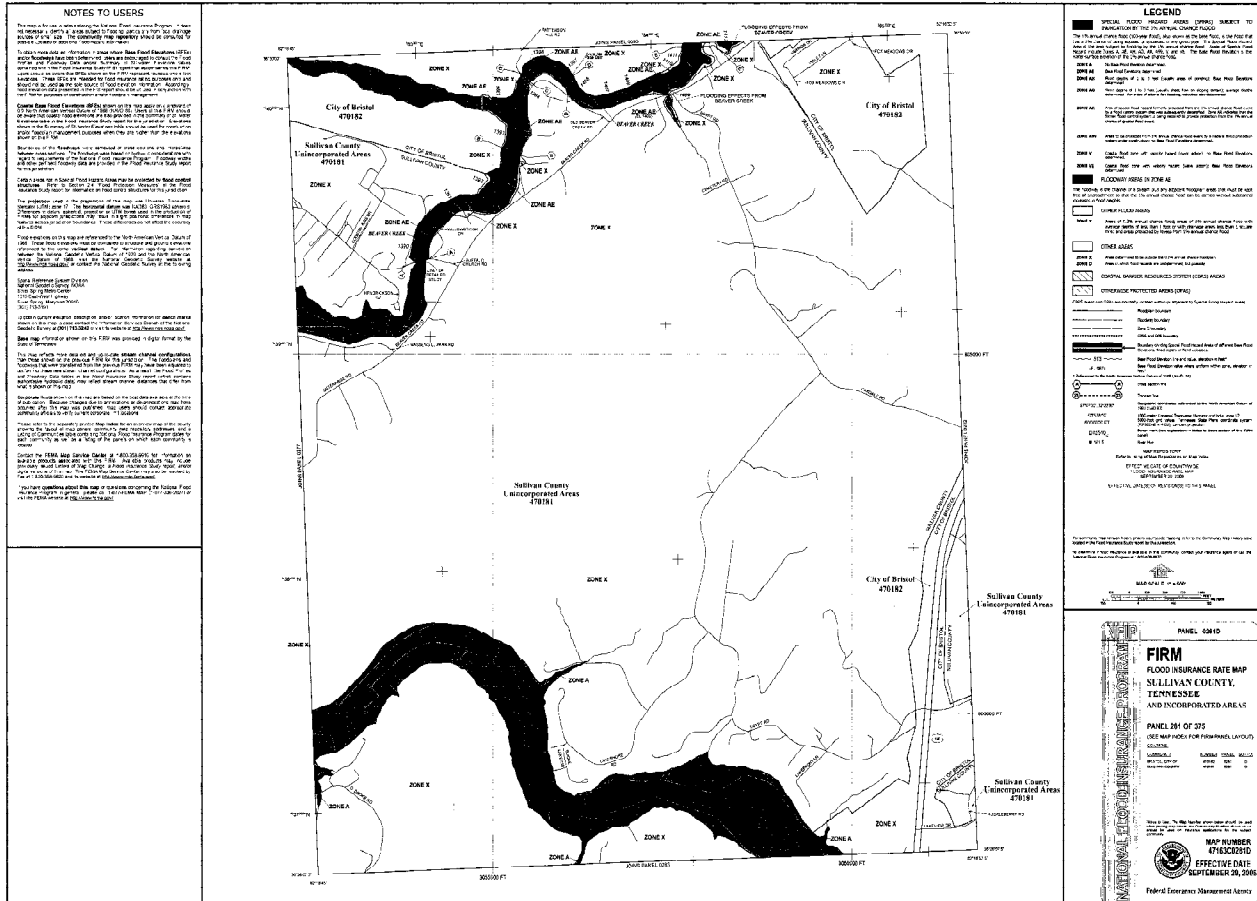
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**SEPTEMBER 24, 1981**



Federal Emergency Management Agency



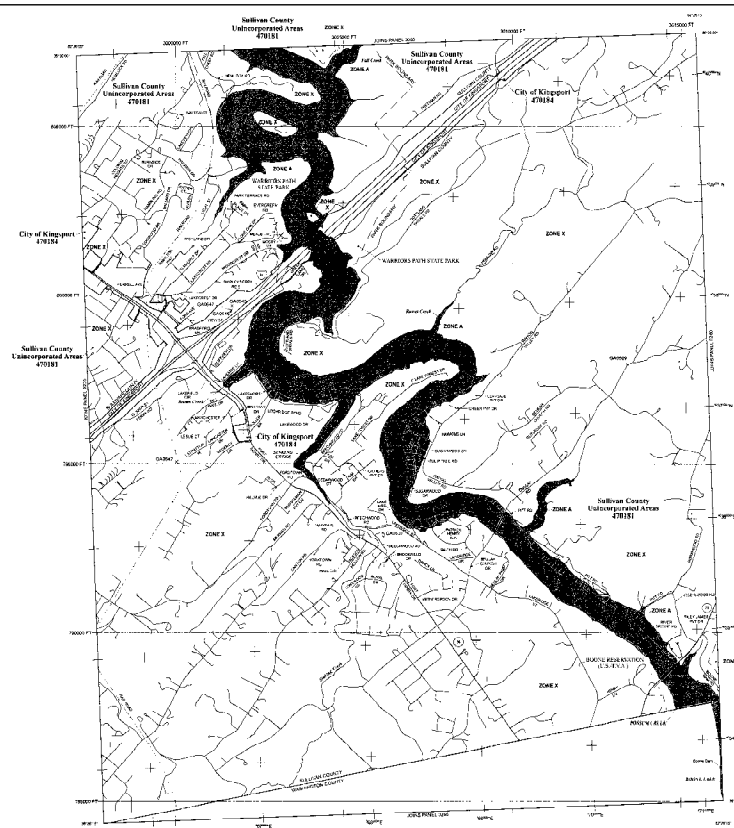








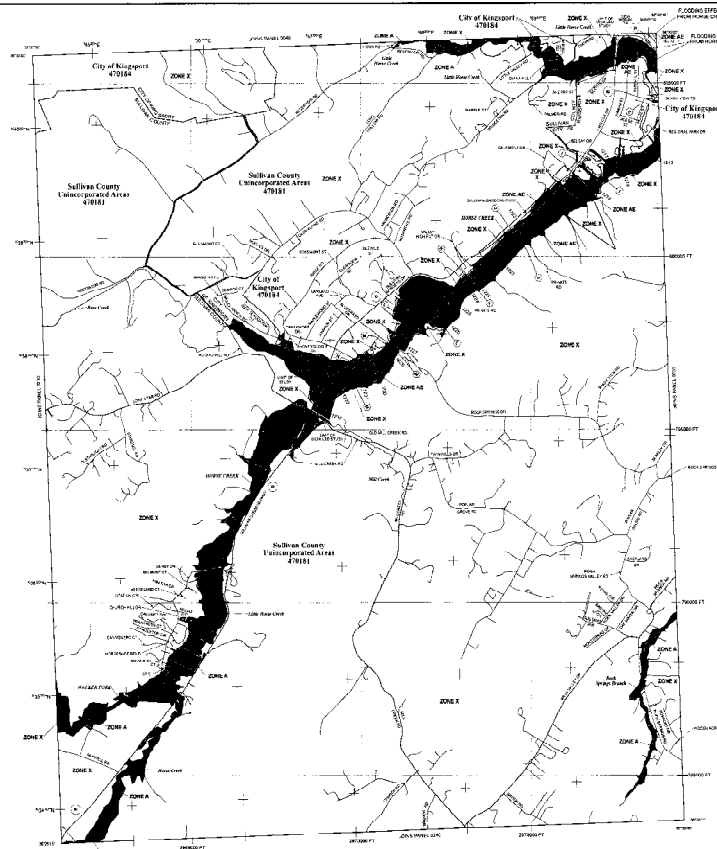


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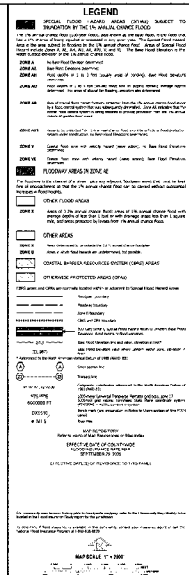
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EFFECTIVE DATE  
SEPTEMBER 20, 2001





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**NATIONAL FLOOD INSURANCE PROGRAM**

PANEL 17ED

# FIRM

## FLOOD INSURANCE RATE MAP SULLIVAN COUNTY, TENNESSEE AND INCORPORATED AREAS

PANEL 17S OF 37S  
USE MAP INDEX FOR FIRM PANEL LAYOUT.

DATE:	03/20/80
REVISION:	
DRAWN BY:	DAVID E. GALT
CHECKED BY:	J. C. GALT

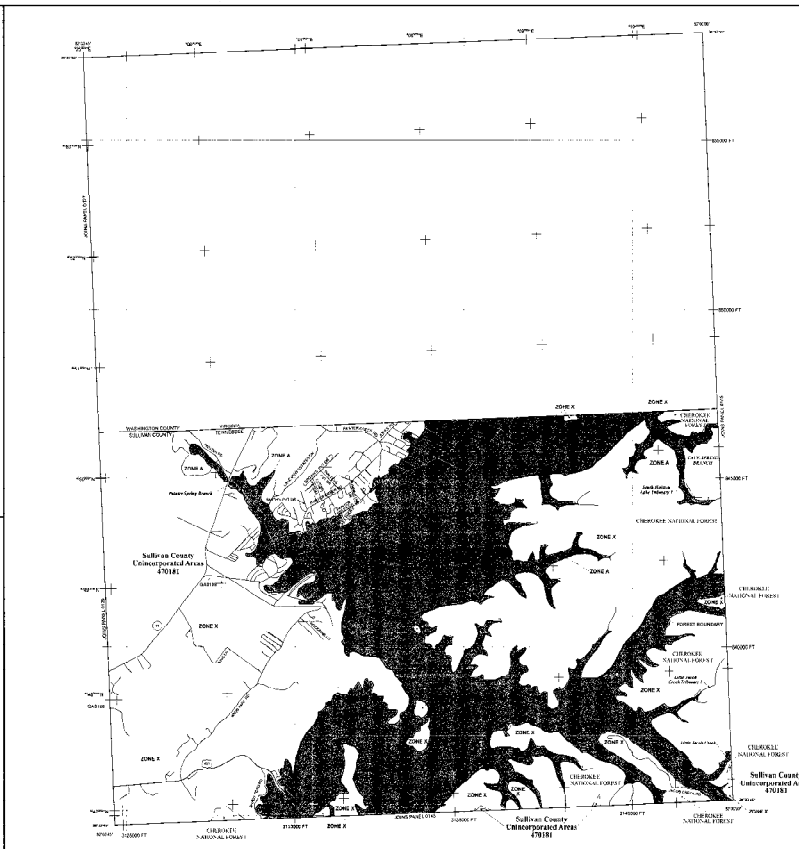
Printed Pursuant To Federal Emergency Management Agency Order No. FEMA-10-80-101  
This map was prepared by the Federal Insurance Administration, Department of Commerce.  
Firm Number 47183C/17S0  
EXPIRATION DATE SEPTEMBER 29, 2010

United States Government Printing Office: Washington, D.C. 20540







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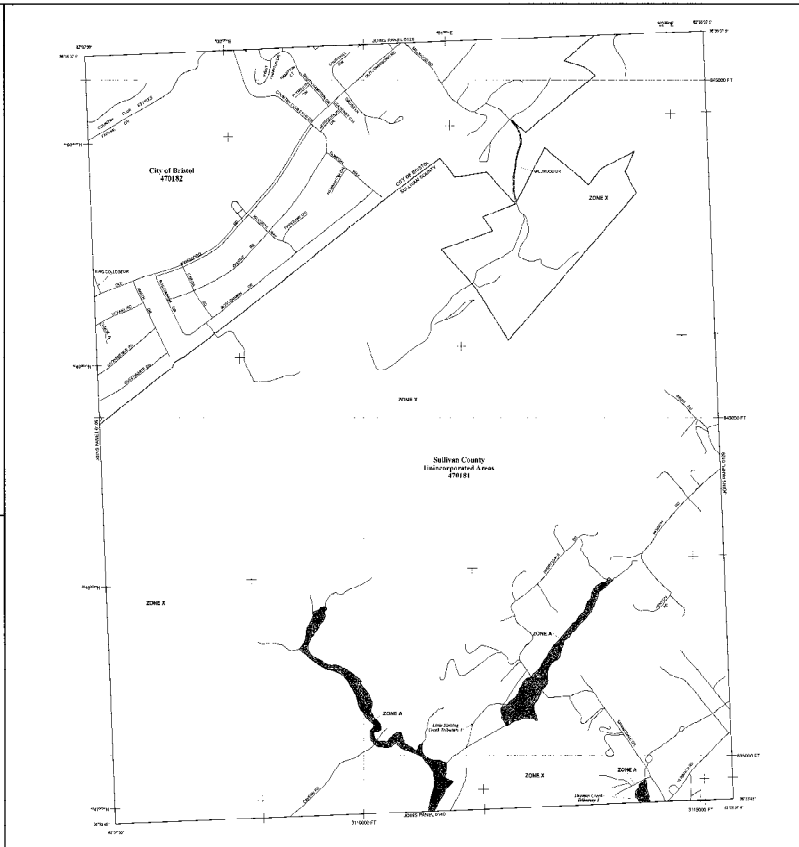
**NOTES TO USERS**

This map is the result of a study conducted by the Federal Emergency Management Agency (FEMA) in cooperation with the Tennessee Department of Transportation (Tennessee DOT) and the Tennessee Department of Environment and Conservation (Tennessee DEC). The map was prepared for the purpose of determining flood insurance rates for the State of Tennessee. The map is based on the best available data and is not a guarantee of accuracy. The map is subject to change without notice.

The map shows the flood insurance rate zones for the State of Tennessee. The zones are based on the flood insurance rate schedule published by FEMA. The zones are shown on the map as follows:

- Zone A:** Areas of moderate flood hazard.
- Zone B:** Areas of moderate flood hazard.
- Zone C:** Areas of moderate flood hazard.
- Zone D:** Areas of moderate flood hazard.
- Zone E:** Areas of moderate flood hazard.
- Zone F:** Areas of moderate flood hazard.
- Zone G:** Areas of moderate flood hazard.
- Zone H:** Areas of moderate flood hazard.
- Zone I:** Areas of moderate flood hazard.
- Zone J:** Areas of moderate flood hazard.
- Zone K:** Areas of moderate flood hazard.
- Zone L:** Areas of moderate flood hazard.
- Zone M:** Areas of moderate flood hazard.
- Zone N:** Areas of moderate flood hazard.
- Zone O:** Areas of moderate flood hazard.
- Zone P:** Areas of moderate flood hazard.
- Zone Q:** Areas of moderate flood hazard.
- Zone R:** Areas of moderate flood hazard.
- Zone S:** Areas of moderate flood hazard.
- Zone T:** Areas of moderate flood hazard.
- Zone U:** Areas of moderate flood hazard.
- Zone V:** Areas of moderate flood hazard.
- Zone W:** Areas of moderate flood hazard.
- Zone X:** Areas of moderate flood hazard.
- Zone Y:** Areas of moderate flood hazard.
- Zone Z:** Areas of moderate flood hazard.

The map is based on the best available data and is not a guarantee of accuracy. The map is subject to change without notice.



**LEGEND**

**SYMBOLS:**

- Zone A:** Areas of moderate flood hazard.
- Zone B:** Areas of moderate flood hazard.
- Zone C:** Areas of moderate flood hazard.
- Zone D:** Areas of moderate flood hazard.
- Zone E:** Areas of moderate flood hazard.
- Zone F:** Areas of moderate flood hazard.
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- Zone W:** Areas of moderate flood hazard.
- Zone X:** Areas of moderate flood hazard.
- Zone Y:** Areas of moderate flood hazard.
- Zone Z:** Areas of moderate flood hazard.

**Other Symbols:**

- City:** Bristol (470182)
- County:** Sullivan County (470181)
- Water Body:** Lake Mead
- Road:** US Highway 421
- Boundary:** Sullivan County Boundary

**FIRM FLOOD INSURANCE RATE MAP**

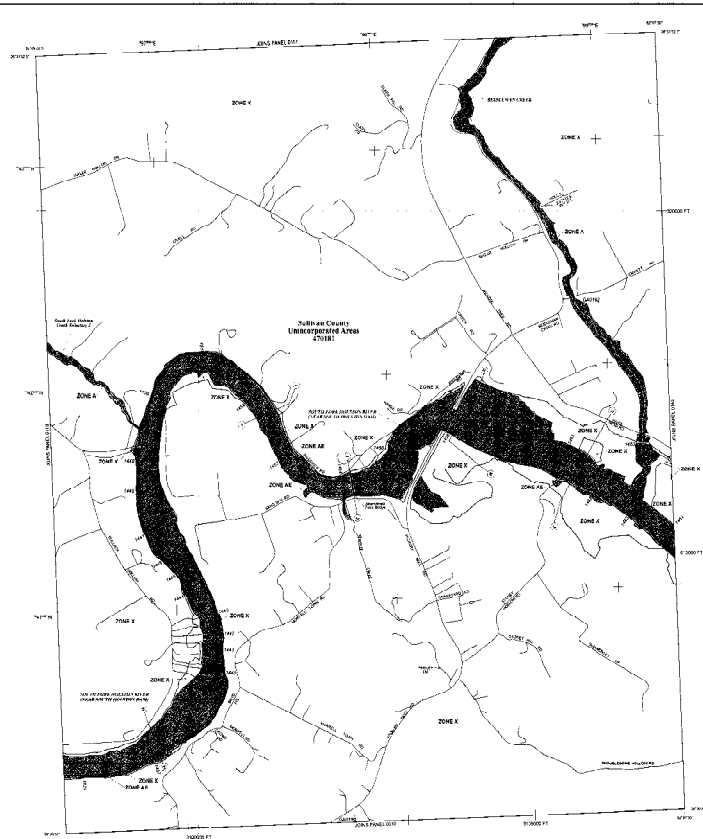
**SULLIVAN COUNTY, TENNESSEE AND INCORPORATED AREAS**

**Panel 470181**

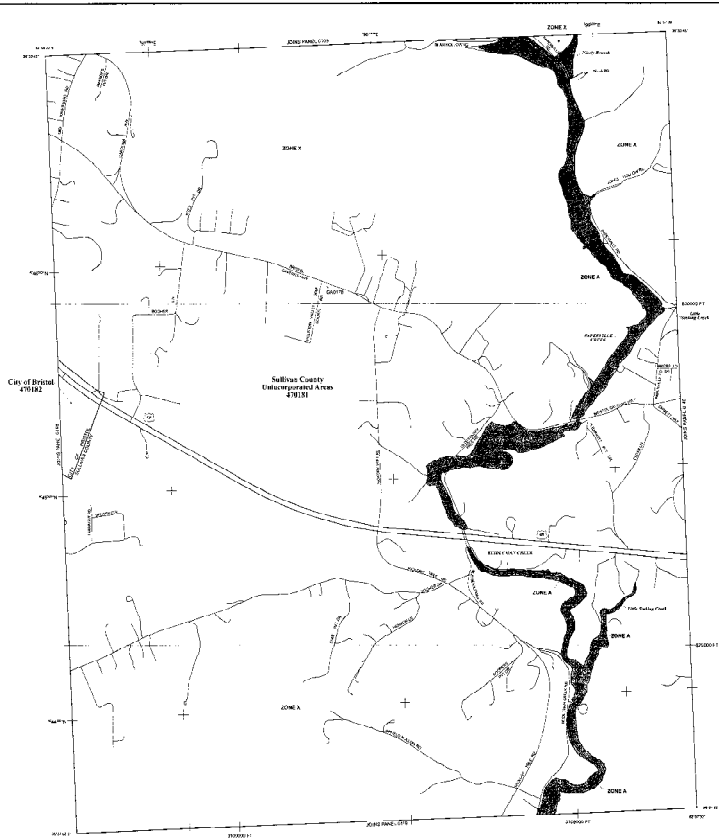
**Scale: 1 inch = 1 mile**

**Map Number: 470181-0180**

**Effective Date: September 25, 2008**

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**NATIONAL FLOOD INSURANCE PROGRAM**

**FIRM**

**FLOOD INSURANCE RATE MAP**

**SULLIVAN COUNTY, TENNESSEE**

**AND INCORPORATED AREAS**

**PANEL: 117 OF 375**

**CBS EMPLOYERS FOR FIRM PANEL, LOCAL OFFICE,**

<b>COMMUNITY</b>	<b>DANGER DATE, 5/1/80</b>
<b>REVISIONS: 1/7/80</b>	<b>4/8/80 201</b>
<b>REVISIONS: 10/7/80</b>	

**MAP NUMBER**

**471030011**

**EFFECTIVE DATE**

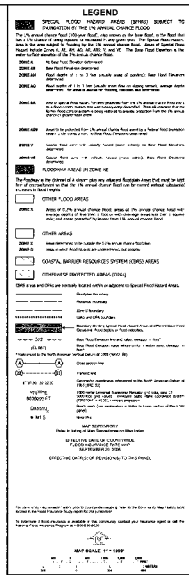
**SEPTEMBER 21, 1979**

**Federal Emergency Management Agency**







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**NATIONAL FLOOD INSURANCE PROGRAM**

PANEL 351D

**FIRM**

**FLOOD INSURANCE RATE MAP**

**SULLIVAN COUNTY,**

**TENNESSEE**

**AND INCORPORATED AREAS**

PANEL 375 OF 375


(SEE FOR MODIFICATION ENDORSEMENT)

COBLENCE

COMMUNITY NUMBER DATE

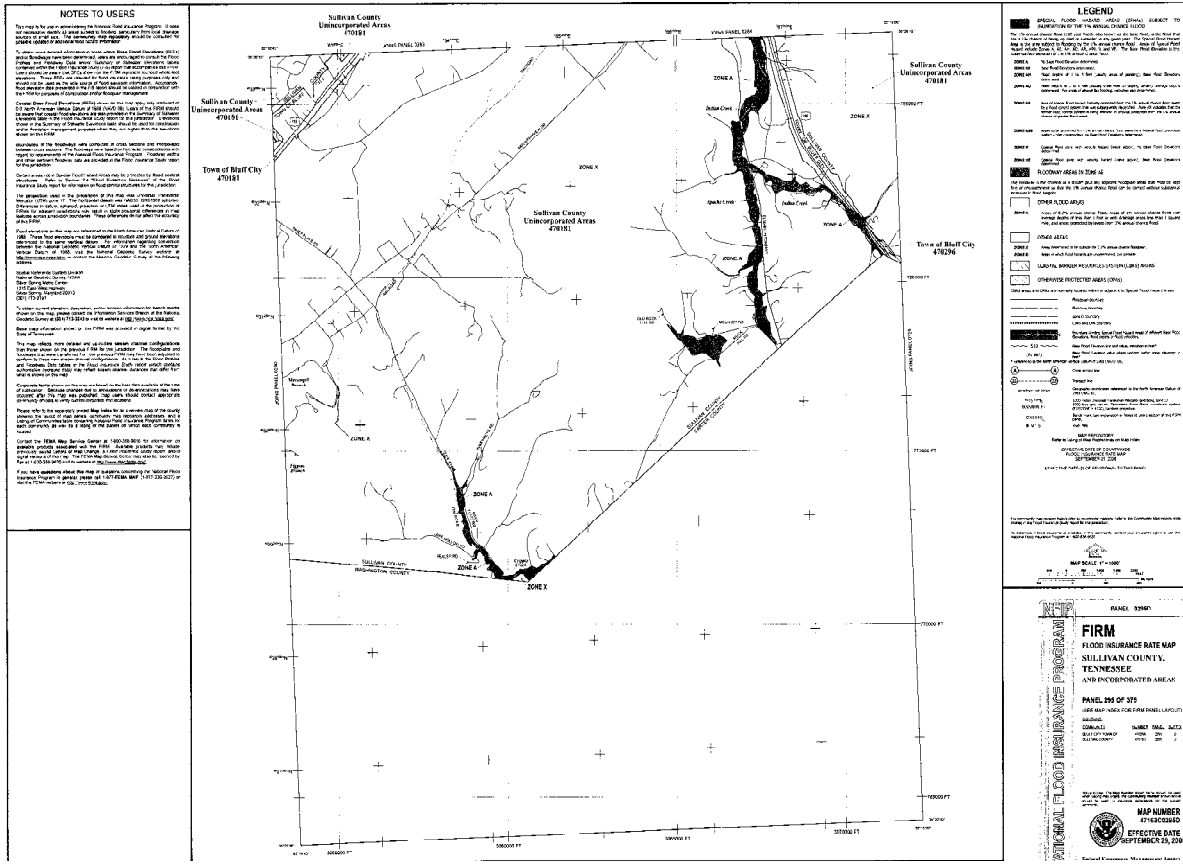
10-10-80 177 1984 2

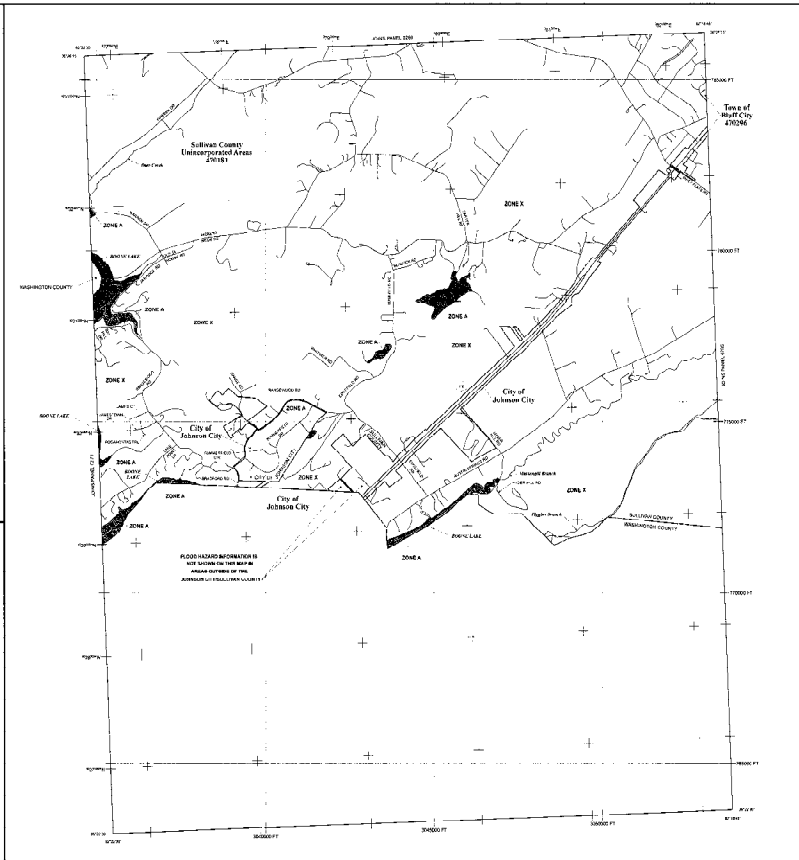
THIS MAP IS A PRELIMINARY FLOOD INSURANCE RATE MAP. IT IS NOT A GUARANTEE OF FLOOD INSURANCE COVERAGE. FOR FURTHER INFORMATION, CONTACT THE FEDERAL EMERGENCY MANAGEMENT AGENCY, 1215 ALLESTREE DRIVE, WASHINGTON, D.C. 20543.

 MAP NUMBER  
47100030D

EFFECTIVE DATE  
SEPTEMBER 29, 2006

Federal Emergency Management Agency



[illegible][illegible]







## Hazus: Flood Global Risk Report

**Region Name:** Sullivan\_County

**Flood Scenario:** Sullivan\_County\_500yr\_Flood

**Print Date:** Monday, February 10, 2020

**Disclaimer:**

*This version of Hazus utilizes 2010 Census Data.*

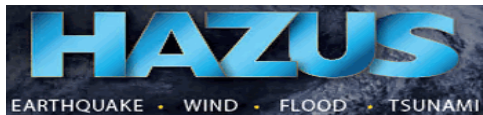
*Totals only reflect data for those census tracts/blocks included in the user's study region.*

*The estimates of social and economic impacts contained in this report were produced using Hazus loss estimation methodology software which is based on current scientific and engineering knowledge. There are uncertainties inherent in any loss estimation technique. Therefore, there may be significant differences between the modeled results contained in this report and the actual social and economic losses following a specific Flood. These results can be improved by using enhanced inventory data and flood hazard information.*



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## General Description of the Region

Hazus is a regional multi-hazard loss estimation model that was developed by the Federal Emergency Management Agency (FEMA) and the National Institute of Building Sciences (NIBS). The primary purpose of Hazus is to provide a methodology and software application to develop multi-hazard losses at a regional scale. These loss estimates would be used primarily by local, state and regional officials to plan and stimulate efforts to reduce risks from multi-hazards and to prepare for emergency response and recovery.

The flood loss estimates provided in this report were based on a region that included 1 county(ies) from the following state(s):

- Tennessee

Note:

Appendix A contains a complete listing of the counties contained in the region .

The geographical size of the region is approximately 430 square miles and contains 5,735 census blocks. The region contains over 66 thousand households and has a total population of 156,823 people (2010 Census Bureau data). The distribution of population by State and County for the study region is provided in Appendix B .

There are an estimated 71,682 buildings in the region with a total building replacement value (excluding contents) of 14,988 million dollars. Approximately 92.35% of the buildings (and 72.87% of the building value) are associated with residential housing.



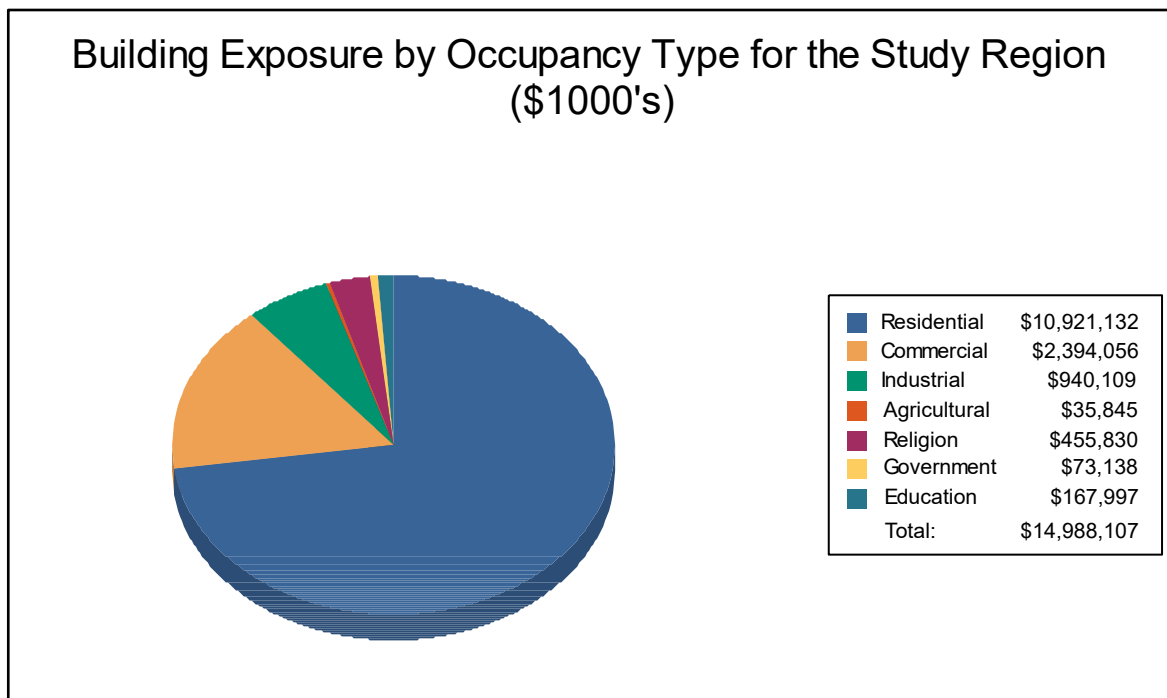
## Building Inventory

### General Building Stock

Hazus estimates that there are 71,682 buildings in the region which have an aggregate total replacement value of 14,988 million dollars. Table 1 and Table 2 present the relative distribution of the value with respect to the general occupancies by Study Region and Scenario respectively. Appendix B provides a general distribution of the building value by State and County.

**Table 1**  
**Building Exposure by Occupancy Type for the Study Region**

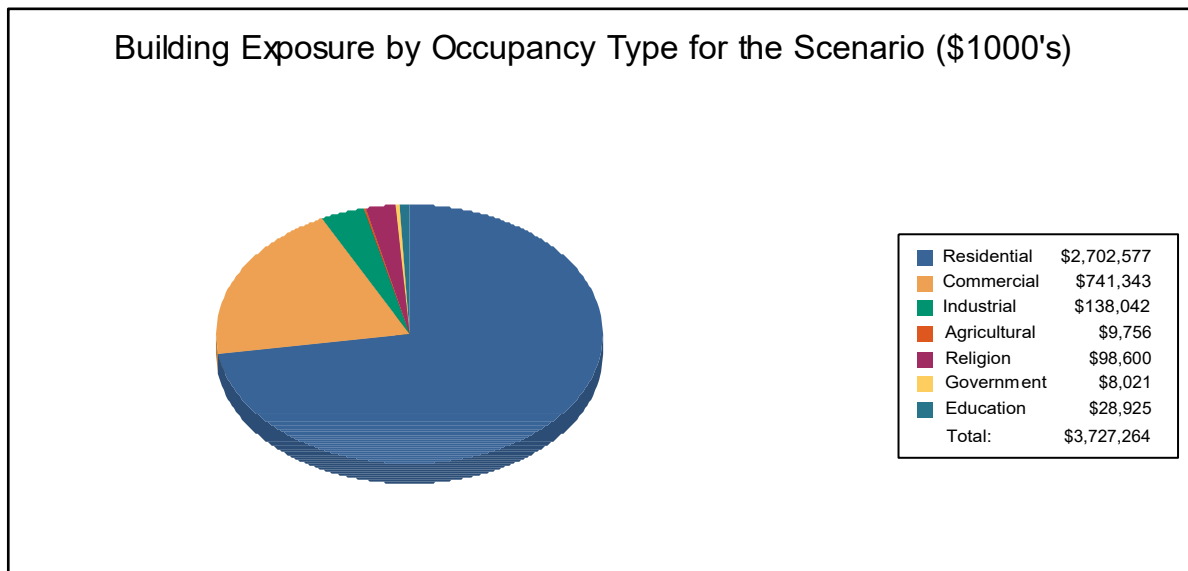
Occupancy	Exposure (\$1000)	Percent of Total
Residential	10,921,132	72.9%
Commercial	2,394,056	16.0%
Industrial	940,109	6.3%
Agricultural	35,845	0.2%
Religion	455,830	3.0%
Government	73,138	0.5%
Education	167,997	1.1%
<b>Total</b>	<b>14,988,107</b>	<b>100%</b>





**Table 2**  
**Building Exposure by Occupancy Type for the Scenario**

Occupancy	Exposure (\$1000)	Percent of Total
Residential	2,702,577	72.5%
Commercial	741,343	19.9%
Industrial	138,042	3.7%
Agricultural	9,756	0.3%
Religion	98,600	2.6%
Government	8,021	0.2%
Education	28,925	0.8%
<b>Total</b>	<b>3,727,264</b>	<b>100%</b>



### **Essential Facility Inventory**

For essential facilities, there are 4 hospitals in the region with a total bed capacity of 1,076 beds. There are 59 schools, 11 fire stations, 3 police stations and no emergency operation centers.



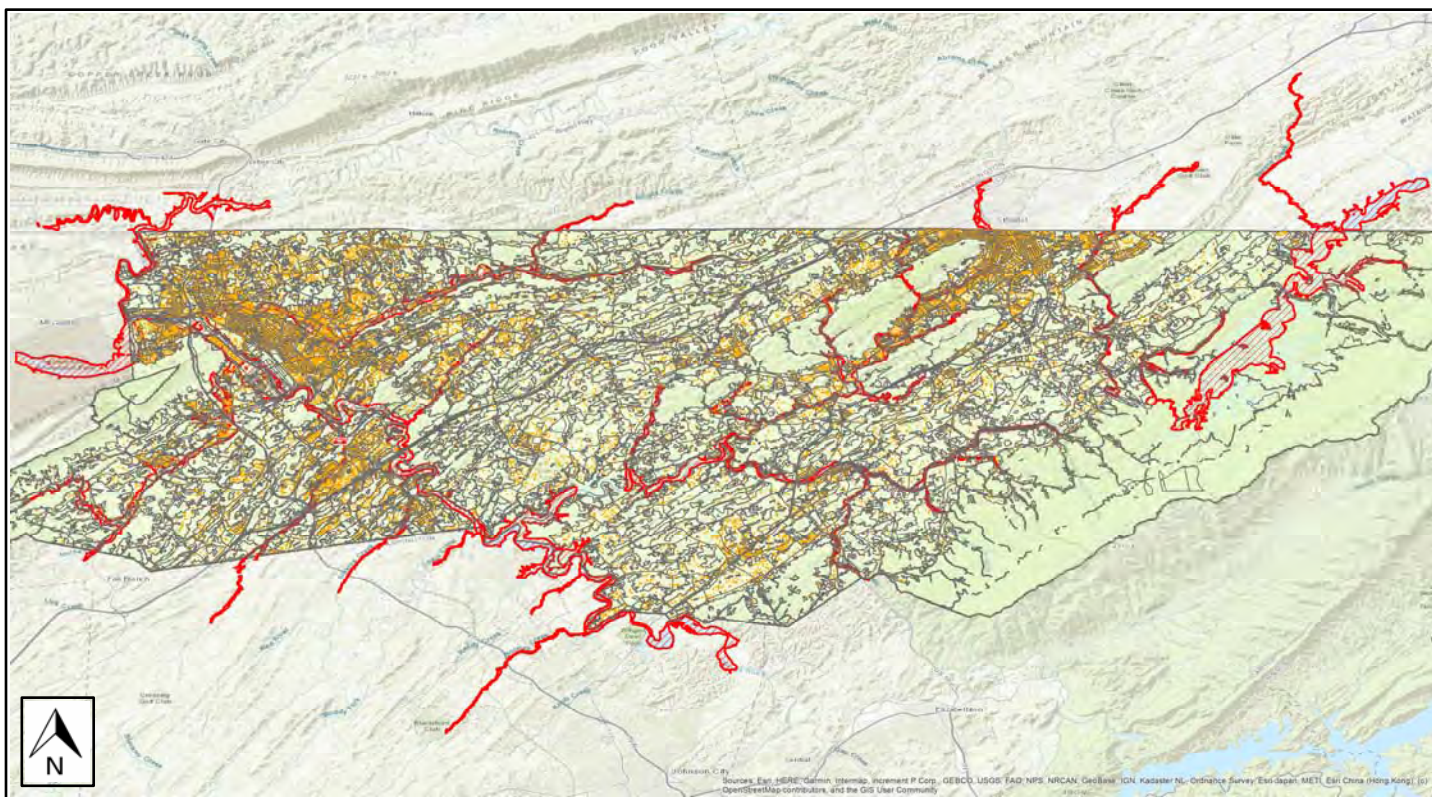
## Flood Scenario Parameters

Hazus used the following set of information to define the flood parameters for the flood loss estimate provided in this report.

<b>Study Region Name:</b>	Sullivan_County
<b>Scenario Name:</b>	Sullivan_County_500yr_Flood
<b>Return Period Analyzed:</b>	500
<b>Analysis Options Analyzed:</b>	No What-Ifs

### Study Region Overview Map

Illustrating scenario flood extent, as well as exposed essential facilities and total exposure



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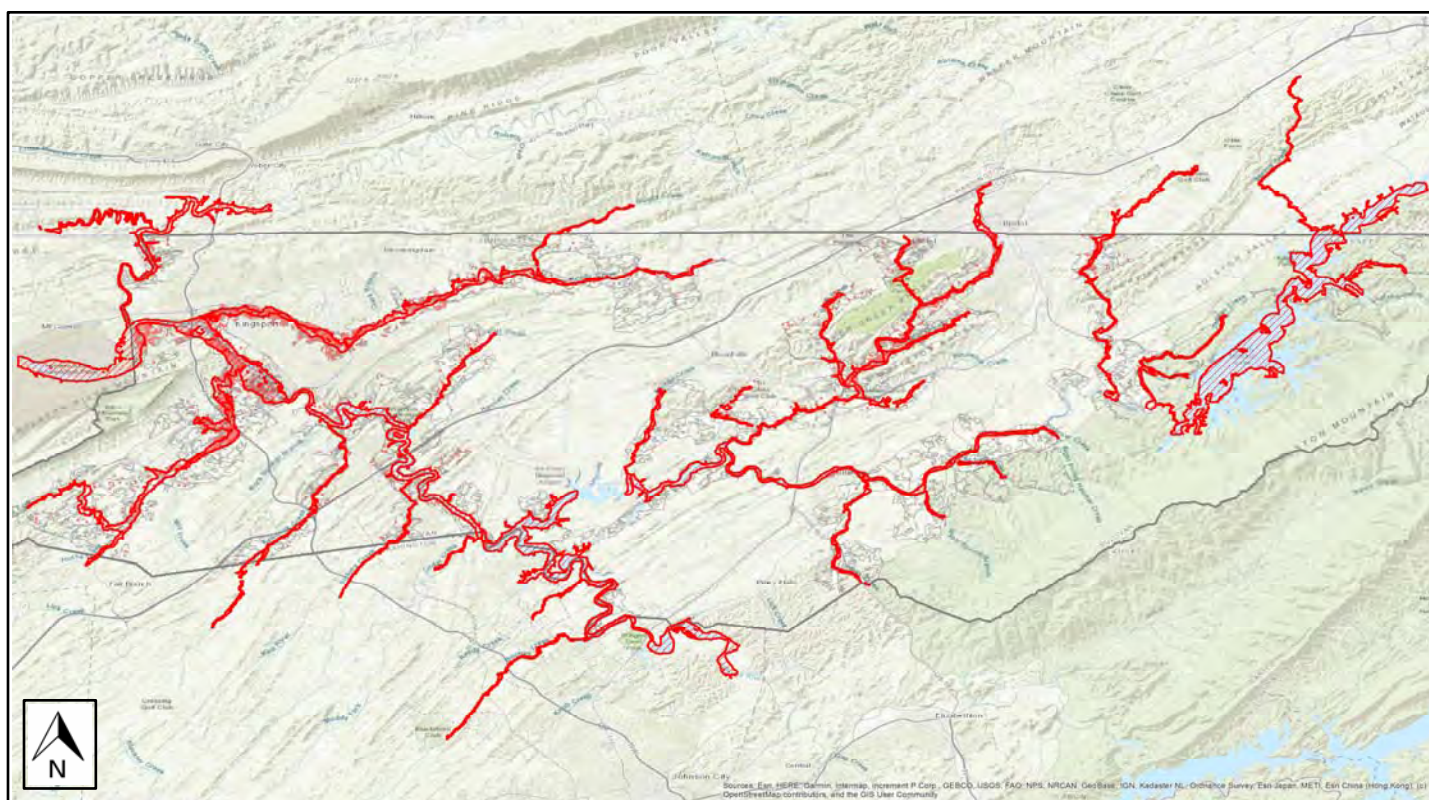


## Building Damage

### General Building Stock Damage

Hazus estimates that about 471 buildings will be at least moderately damaged. This is over 41% of the total number of buildings in the scenario. There are an estimated 166 buildings that will be completely destroyed. The definition of the 'damage states' is provided in the Hazus Flood Technical Manual. Table 3 below summarizes the expected damage by general occupancy for the buildings in the region. Table 4 summarizes the expected damage by general building type.

**Total Economic Loss (1 dot = \$300K) Overview Map**



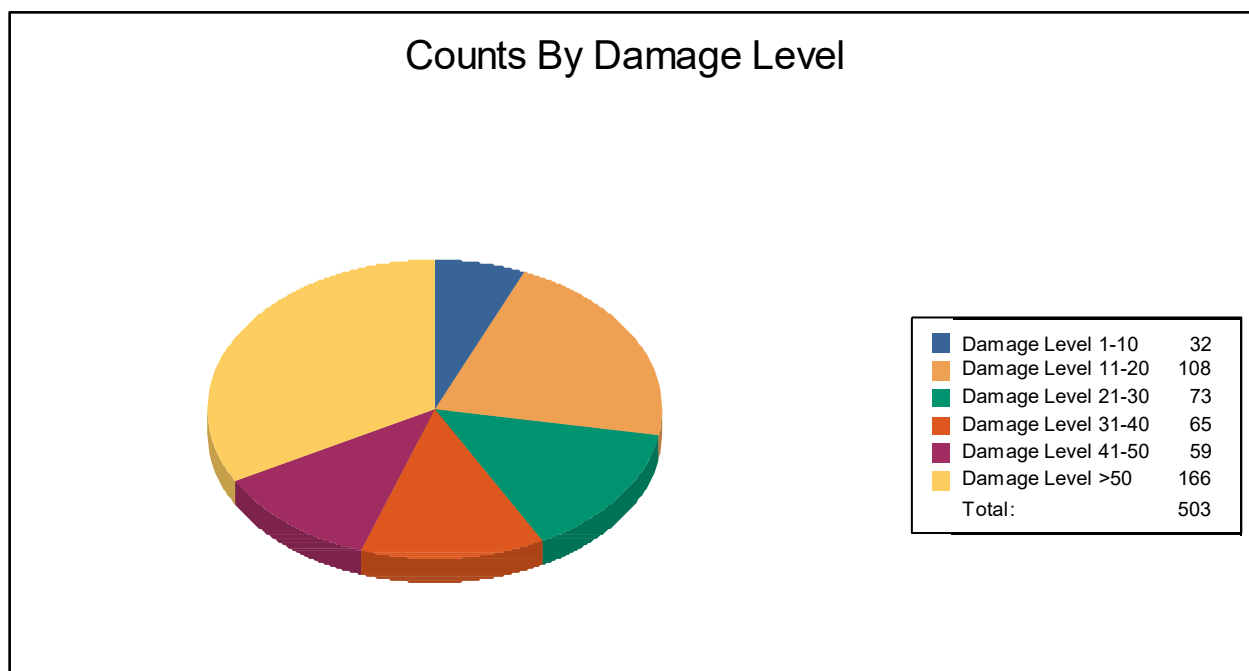
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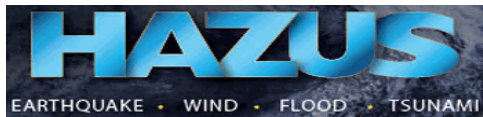
**Table 3: Expected Building Damage by Occupancy**

Occupancy	1-10		11-20		21-30		31-40		41-50		>50	
	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
Agriculture	0	0	0	0	0	0	0	0	0	0	0	0
Commercial	2	9	16	73	2	9	2	9	0	0	0	0
Education	0	0	0	0	0	0	0	0	0	0	0	0
Government	0	0	0	0	0	0	0	0	0	0	0	0
Industrial	0	0	0	0	0	0	0	0	0	0	0	0
Religion	0	0	0	0	0	0	0	0	0	0	0	0
Residential	30	6	92	19	71	15	63	13	59	12	166	35
<b>Total</b>	<b>32</b>		<b>108</b>		<b>73</b>		<b>65</b>		<b>59</b>		<b>166</b>	



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**Table 4: Expected Building Damage by Building Type**

Building Type	1-10		11-20		21-30		31-40		41-50		>50	
	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
Concrete	0	0	1	33	1	33	1	33	0	0	0	0
ManufHousing	0	0	0	0	0	0	0	0	0	0	27	100
Masonry	1	6	7	39	4	22	2	11	2	11	2	11
Steel	0	0	3	60	1	20	1	20	0	0	0	0
Wood	30	7	92	21	70	16	62	14	57	13	137	31



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## Essential Facility Damage

Before the flood analyzed in this scenario, the region had 1,076 hospital beds available for use. On the day of the scenario flood event, the model estimates that 1,076 hospital beds are available in the region.

**Table 5: Expected Damage to Essential Facilities**

Classification	Total	# Facilities		
		At Least Moderate	At Least Substantial	Loss of Use
Emergency Operation Centers	0	0	0	0
Fire Stations	11	1	0	1
Hospitals	4	0	0	0
Police Stations	3	0	0	0
Schools	59	0	0	0

If this report displays all zeros or is blank, two possibilities can explain this.

- (1) None of your facilities were flooded. This can be checked by mapping the inventory data on the depth grid.
- (2) The analysis was not run. This can be tested by checking the run box on the Analysis Menu and seeing if a message box asks you to replace the existing results.



**FEMA**

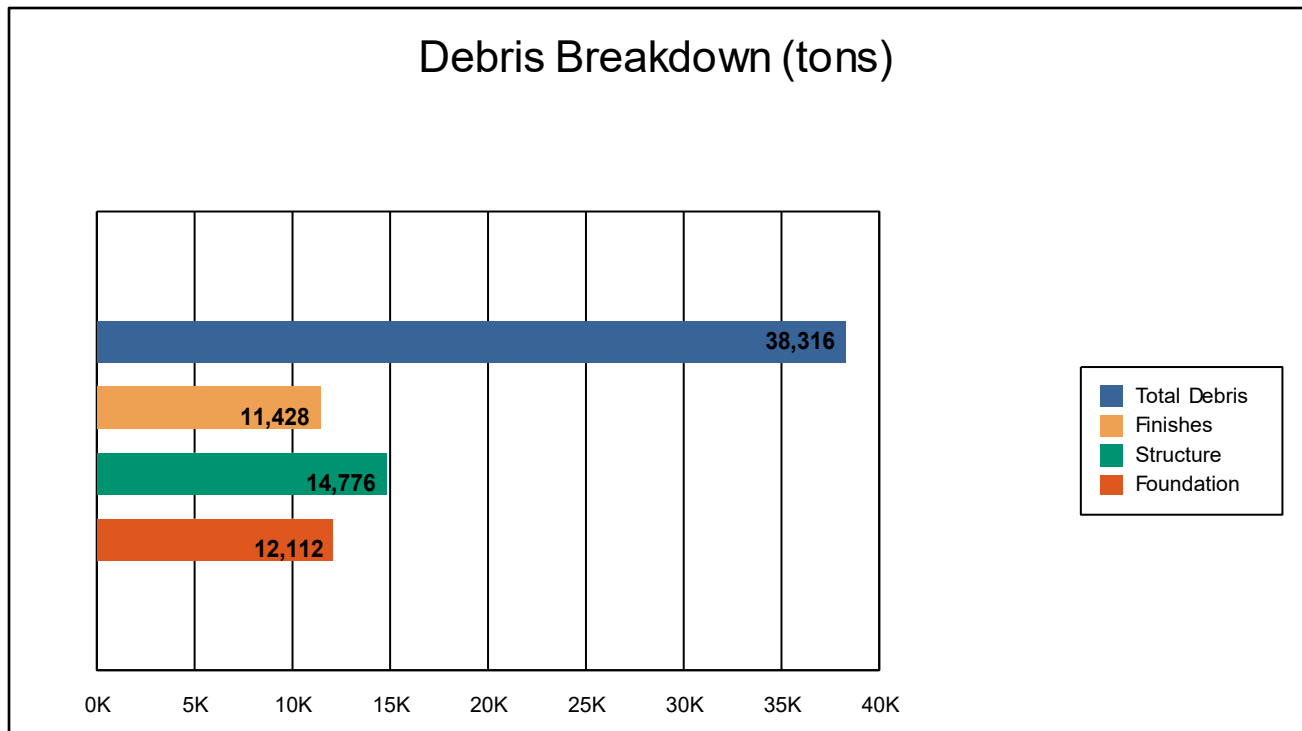
**RiskMAP**  
Increasing Resilience Together



## Induced Flood Damage

### Debris Generation

Hazus estimates the amount of debris that will be generated by the flood. The model breaks debris into three general categories: 1) Finishes (dry wall, insulation, etc.), 2) Structural (wood, brick, etc.) and 3) Foundations (concrete slab, concrete block, rebar, etc.). This distinction is made because of the different types of material handling equipment required to handle the debris.



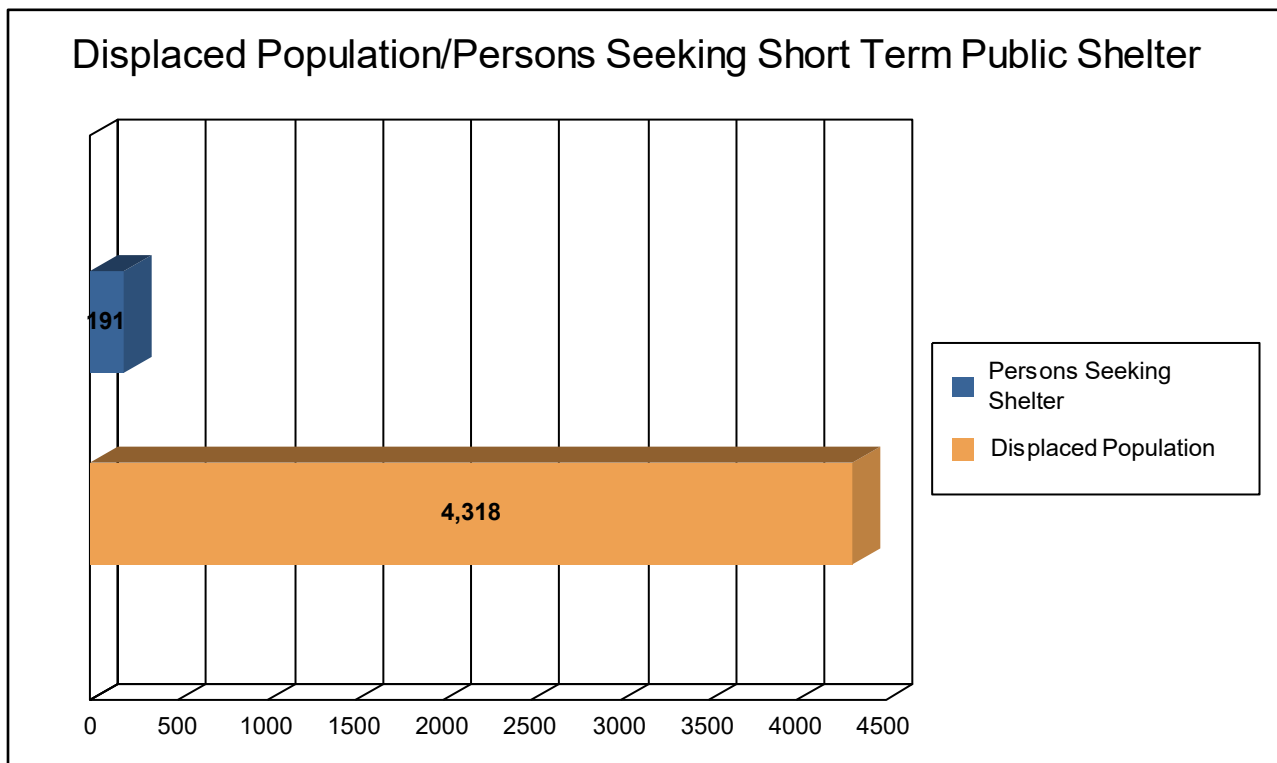
The model estimates that a total of 38,316 tons of debris will be generated. Of the total amount, Finishes comprises 30% of the total, Structure comprises 39% of the total, and Foundation comprises 32%. If the debris tonnage is converted into an estimated number of truckloads, it will require 1533 truckloads (@25 tons/truck) to remove the debris generated by the flood.



## Social Impact

### Shelter Requirements

Hazus estimates the number of households that are expected to be displaced from their homes due to the flood and the associated potential evacuation. Hazus also estimates those displaced people that will require accommodations in temporary public shelters. The model estimates 1,439 households (or 4,318 of people) will be displaced due to the flood. Displacement includes households evacuated from within or very near to the inundated area. Of these, 191 people (out of a total population of 156,823) will seek temporary shelter in public shelters.



FEMA

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## Economic Loss

The total economic loss estimated for the flood is 824.49 million dollars, which represents 22.12 % of the total replacement value of the scenario buildings.

### **Building-Related Losses**

The building losses are broken into two categories: direct building losses and business interruption losses. The direct building losses are the estimated costs to repair or replace the damage caused to the building and its contents. The business interruption losses are the losses associated with inability to operate a business because of the damage sustained during the flood. Business interruption losses also include the temporary living expenses for those people displaced from their homes because of the flood.

The total building-related losses were 474.58 million dollars. 42% of the estimated losses were related to the business interruption of the region. The residential occupancies made up 28.29% of the total loss. Table 6 below provides a summary of the losses associated with the building damage.



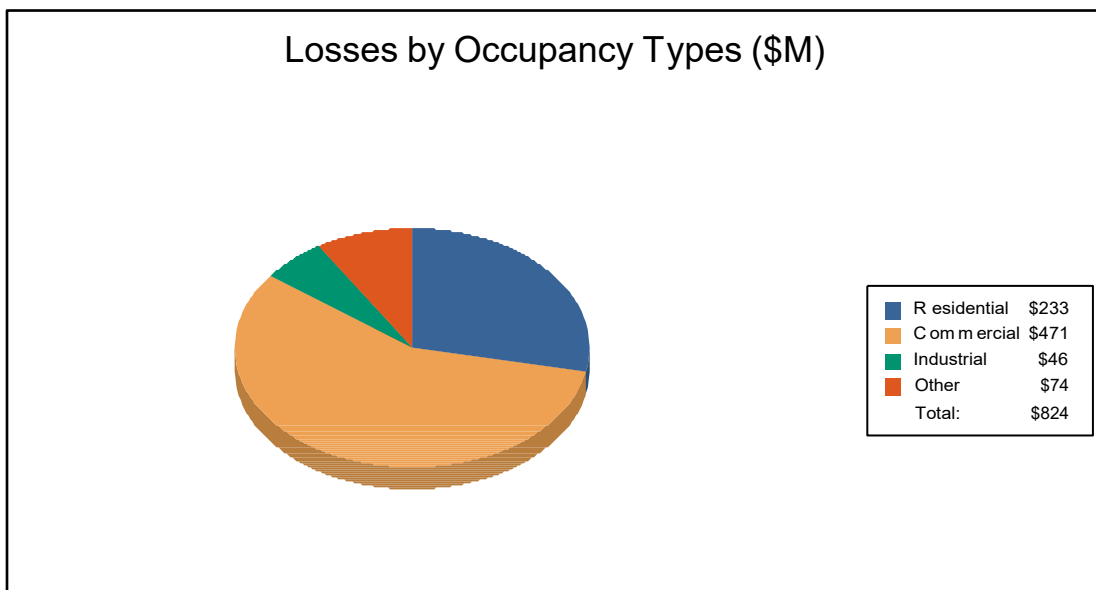
FEMA

**RiskMAP**  
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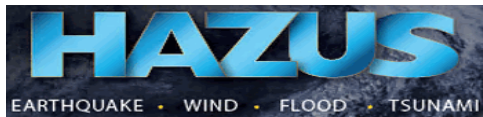
**Table 6: Building-Related Economic Loss Estimates**  
(Millions of dollars)

Category	Area	Residential	Commercial	Industrial	Others	Total
<b>Building Loss</b>						
	Building	113.93	59.70	12.78	7.31	193.72
	Content	61.74	156.71	25.72	25.24	269.41
	Inventory	0.00	6.30	4.98	0.17	11.45
	<b>Subtotal</b>	<b>175.67</b>	<b>222.71</b>	<b>43.48</b>	<b>32.71</b>	<b>474.58</b>
<b>Business Interruption</b>						
	Income	4.22	88.14	0.67	8.46	101.48
	Relocation	27.75	28.00	0.67	3.51	59.93
	Rental Income	15.72	18.75	0.13	0.45	35.05
	Wage	9.90	113.24	1.20	29.10	153.45
	<b>Subtotal</b>	<b>57.59</b>	<b>248.13</b>	<b>2.67</b>	<b>41.52</b>	<b>349.91</b>
<b>ALL</b>	<b>Total</b>	<b>233.27</b>	<b>470.84</b>	<b>46.15</b>	<b>74.23</b>	<b>824.49</b>



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## **Appendix A: County Listing for the Region**

Tennessee

- Sullivan



**FEMA**



## Appendix B: Regional Population and Building Value Data

	Population	Building Value (thousands of dollars)		
		Residential	Non-Residential	Total
<b>Tennessee</b>				
Sullivan	156,823	10,921,132	4,066,975	14,988,107
<b>Total</b>	<b>156,823</b>	<b>10,921,132</b>	<b>4,066,975</b>	<b>14,988,107</b>
<b>Total Study Region</b>	<b>156,823</b>	<b>10,921,132</b>	<b>4,066,975</b>	<b>14,988,107</b>



**FEMA**

**RiskMAP**  
Increasing Resilience Together



## AGENDA ACTION FORM

### Contract Renewal with Cartegraph Systems LLC for Asset Management

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

Action Form No.: AF-105-2020  
Work Session: May 18, 2020  
First Reading: N/A

Final Adoption: May 19, 2020  
Staff Work By: Committee  
Presentation By: Ryan McReynolds

---

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

In 2014 the city entered into an agreement with Cartegraph Operations Management System for asset management. This system provides the ability to adequately track the work being performed on our actual assets whether in the ground or in our facilities, building a cache of information which helps to determine assets needing to be replaced or providing more maintenance of effort.

Through the years of using the operations management system (OMS) we continue making great strides in how we manage our work and track our assets. Customization of the system is available meeting the needs for various city departments. Reports are accessible tracking numerous components related to our assets. The public also has the opportunity to report issues, and the ability to be notified of the progress made or completion of their request.

It is recommended to renew our contract with Cartegraph Systems, LLC for the operations management system in the total amount of \$211,463.03. This amount will be distributed over a three (3) year period in annual installments. The first installment will be due July 15, 2020 in the amount of \$72,000.00. Unless terminated by either party, this contract has the option for additional renewals after this three (3) year period.

Funding is available and identified from various operating accounts.

#### Attachments:

1. Resolution
2. Cartegraph Contract Renewal
3. Memo – one source
4. Addendum (added)

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: *dw*

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

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

A RESOLUTION APPROVING THE RENEWAL OF THE AGREEMENT WITH CARTEGRAPH SYSTEMS, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, In 2014 the city entered into an agreement with Cartegraph Operations Management System for asset management, which provides the ability to adequately track the work being performed on the city's actual assets whether in the ground or in city facilities, building a cache of information which helps to determine assets needing to be replaced or providing more maintenance of effort; and

WHEREAS, the city would like to renew the contract with Cartegraph Systems, LLC for the operations management system in the total amount of \$211,463.03; and

WHEREAS, the amount will be distributed over a three (3) year period in annual installments, with the first installment due July 15, 2020 in the amount of \$72,000.00.

WHEREAS, this contract has the option for additional renewals after this three (3) year period, unless terminated by either party; and

WHEREAS, funding is available and identified from various operating accounts.

Now therefore,

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

SECTION I. That the renewal of the agreement with Cartegraph Systems, LLC is approved, subject to execution by Cartegraph Systems, LLC of the addendum to the agreement provided by the city.

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, and subject to execution by Cartegraph Systems, LLC of the addendum to the agreement provided by the city, the agreement with Cartegraph Systems, 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:

Purchase Agreement For Renewal

**Cartegraph** is pleased to present this Purchase Agreement for the continuation of world class technology solutions. This Purchase Agreement is made and entered into between **City of Kingsport** (hereinafter referred to as **Customer of Licensee**) and **Cartegraph Systems LLC** (hereinafter referred to as **Cartegraph**). In the case that any terms or conditions provided in the Master Agreement different from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement MPA001, dated May12th 2014, shall control.

CUSTOMER ADDRESS:

City of Kingsport Accounts Payable  
Kingsport, TN 37660



Investment Summary  
The addendums attached here to  
include:  
Addendum A - Support Services  
Addendum B - Field Services  
Addendum C - Original to SLA  
Addendum D - Renewal to SLA

LICENSEE ADDRESS:  
City of Kingsport Accounts Payable  
Kingsport, TN 37660

Product		Year 1	Year 2	Year 3
OMS Plus	Quantity	1.00	1.00	1.00
	Price	USD 0.00	USD 0.00	USD 0.00
Facilities	Quantity	1.00	1.00	1.00
	Price	USD 5,000.00	USD 5,150.00	USD 5,304.50
Parks & Recreation Domain	Quantity	1.00	1.00	1.00
	Price	USD 2,000.00	USD 2,060.00	USD 2,121.80
Sanitary Sewer Domain	Quantity	1.00	1.00	1.00
	Price	USD 5,000.00	USD 5,150.00	USD 5,304.50
Signal Domain	Quantity	1.00	1.00	1.00
	Price	USD 2,000.00	USD 2,060.00	USD 2,121.80
Stormwater Domain	Quantity	1.00	1.00	1.00
	Price	USD 5,000.00	USD 5,150.00	USD 5,304.50
Transportation Domain	Quantity	1.00	1.00	1.00
	Price	USD 4,000.00	USD 4,120.00	USD 4,243.60
Walkability Domain	Quantity	1.00	1.00	1.00
	Price	USD 0.00	USD 0.00	USD 0.00
Water Distribution Domain	Quantity	1.00	1.00	1.00
	Price	USD 5,000.00	USD 5,150.00	USD 5,304.50
OMS Integration Toolkit	Quantity	1.00	1.00	1.00
	Price	USD 5,000.00	USD 5,150.00	USD 5,304.50

Product		Year 1	Year 2	Year 3
Asset Builder	Price	USD 1,000.00	USD 1,030.00	USD 1,060.90
	Quantity	1.00	1.00	1.00

	Price	USD 900.00	USD 927.00	USD 954.81
Internal Requests	Quantity	1.00	1.00	1.00
	Price	USD 0.00	USD 0.00	USD 0.00
Scenario Builder	Quantity	1.00	1.00	1.00
	Price	USD 1,400.00	USD 1,442.00	USD 1,485.26
Advanced Material Management	Quantity	1.00	1.00	1.00
	Price	USD 400.00	USD 412.00	USD 424.36
OMS User	Quantity	200.00	200.00	200.00
	Price	USD 16,800.00	USD 17,304.00	USD 17,823.12
SCF City 40,000 - 59,999 (includes 40 SCF users)	Quantity	1.00	1.00	1.00
	Price	USD 18,200.00	USD 18,746.00	USD 19,308.38
	<b>TOTAL:</b>	USD 66,700.00	USD 68,701.00	USD 70,762.03
<b>Product</b>	<b>Quantity</b>	<b>Price</b>		
Implementation Services SCF	1.00	USD 5,300.00		
	<b>TOTAL:</b>	USD 5,300.00		

**NOTES:**

- The pricing listed above does not include applicable sales tax.
- The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.
- Hosting includes 250GB of available file storage. If additional storage is required, the Organization can purchase in 1TB increments.
- Contract Renewal Term Start Date: 7/31/2020 - 7/30/2023
- 1st payment due 15 days prior to term start date. See payment terms below

**Payment Terms and Conditions**

In consideration for the Solutions and Services provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** the Fees in U.S. Dollars as described below:

**I. DELIVERY**

Customer shall be provided with continued access and use of the Solutions upon execution of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.

**II. SERVICES SCHEDULING**

Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.

**III. SOLUTIONS INVOICING**

The fee for solutions will be due in annual installments 15 days prior to the anniversary of the initial term as follows:

1. \$66,700.00 due 15 days prior to Purchase agreement start date of July 31, 2020
2. \$68,701.00 due 15 days prior to 1st year anniversary of term start date.
3. \$70,762.03 due 15 days prior to 2nd year anniversary of term start date.

VI. PAYMENT TERMS

All payments are due Next 30 days from start date of invoice.

BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN, IN THE MASTER AGREEMENT, AS WELL AS THE CARTEGRAPH SOLUTIONS AGREEMENT WHICH CAN BE REVIEWED AT: <https://www.cartograph.com/solutions-agreement/>, AND ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

[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 19th day of May, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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



City of Kingsport

# Cartegraph Software and Services Contract Renewal

PA#:  
PA-2519

Date:  
4/13/2020

Cartegraph Systems LLC  
3600 Digital Drive  
Dubuque, IA 52003

[cartegraph.com](http://cartegraph.com)

800 688.2656  
563 556.8120  
Fax 563 556.8149



## Purchase Agreement For Renewal

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### CUSTOMER ADDRESS:

City of Kingsport  
Accounts Payable  
Kingsport, TN  
37660

### LICENSEE ADDRESS:

City of Kingsport  
Accounts Payable  
Kingsport, TN  
37660

## Investment Summary

The addendums attached here to include:

Addendum A - Support Services  
Addendum B - Field Services  
Addendum C - Original to SLA  
Addendum D - Renewal to SLA

Product		Year 1	Year 2	Year 3
OMS Plus	Quantity	1.00	1.00	1.00
	Price	USD 0.00	USD 0.00	USD 0.00
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	Price	USD 5,000.00	USD 5,150.00	USD 5,304.50
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	Quantity	1.00	1.00	1.00
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	<b>TOTAL:</b>	USD 66,700.00	USD 68,701.00	USD 70,762.03

Product	Quantity	Price
Implementation Services SCF	1.00	USD 5,300.00
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- 1st payment due 15 days prior to term start date. See payment terms below



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**CARTEGRAPH:**

**Cartegraph Systems LLC**

By:

(Signature)

**Mitch Bradley**

(Type or Print Name)

Title: **SVP of Sales & Marketing**

Date:

**CUSTOMER:**

**City of Kingsport**

By:

(Signature)

(Type or Print Name)

Title:

Date:

## **Cartegraph Systems LLC**

### **Addendum A - Support Services**

#### **Cartegraph Support and Training Services – Scope of Work**

The Support Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum A, the applicable Purchase Agreement, and the Master Agreement MPA001, dated May 12th, 2014. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

*As part of Customer's subscription to access and use of the Cartegraph Solutions, Customer will receive:*

#### **1. Support Services**

##### **a. Campus – [www.campus.cartegraph.com](http://www.campus.cartegraph.com)**

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by-step instructions, videos, and more.

##### **b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050 and Live Chat**

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT. Live Chat is available within the product or through Campus.

##### **c. Support via Case Submittal or Email**

If a phone call or live chat is not your best option, you can always request support via our online case submittal form available in Campus or via email. Email support is available at [support@cartegraph.com](mailto:support@cartegraph.com).

#### **2. Training & Education Services**

##### **a. Convenient Online Resources:**

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

##### **b. Customer Led User Groups**

: Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

#### **3. Releases & Upgrades**

##### **a. New Releases:**

Cartegraph is continuously innovating and enhancing the Cartegraph OMS collection of products. As a customer with an active subscription, you will receive each new release of the software.

i. Cloud-hosted customers: Your cloud-hosted site will be upgraded by our Cartegraph System Consultants after the release is available.

ii.

On-premise customers: For your on-premises installation, our Technical Consultants will work with your organization's IT staff to deliver the latest software release. Software will be made available after installation to the Cartegraph cloud-hosted customers.

**b. Service Packs:**

A Service Pack consists of lower-severity bug fixes and/or small platform updates.

i.

If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.

ii. On-premises customers that contacted Cartegraph Technical Support about an issue that is resolved with the Service Pack, will be provided the service pack for installation. These on-premises customers can then schedule a time to install the Service Pack with our Technical Support team

**c. Hot Fixes:**

If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

- **Cartegraph Systems LLC**

**Addendum B - Field Services** (Fee for Service)

**Cartegraph Field Services – Scope of Work**

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- The Field Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum B, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

## Cartegraph – Scope of Work

The scope of work includes the following professional services:

### Training

- Cartegraph will provide remote train-the-trainer training, up to eight (8) hours, on SeeClickFix Request functionality. Training topics include:
  - Administrator functions
  - Web-Based CRM
  - Cartegraph and SeeClickFix recommended best practices for citizen engagement and request management

In addition to training, Cartegraph will provide supporting services related to mobile app configuration and citizen engagement marketing materials.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

# Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

## Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

### **Customer/Cartegraph Responsibilities**

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Agreement or in the Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer Users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's system requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation, including a dedicated project manager responsible for reviewing the implementation scope of work, ensuring all attended meetings are attended by invited staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. Customer responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.
5. Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Solutions will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Solutions within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
6. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

### **Not-to-Exceed Purchase Agreement**

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional Service will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Services are required.

**ADDENDUM TO PURCHASE AGREEMENT AND MASTER AGREEMENT BETWEEN  
CARTEGRAPH SYSTEMS, INC. AND THE CITY OF KINGSPORT, TENNESSEE**

This Addendum amends the Purchase Agreement and Master Agreement with Cartegraph Systems, Inc. and all applicable documents attached, incorporated or referenced in the Agreements ("Agreement") between Cartegraph Systems, Inc. (herein "Cartegraph") and City of Kingsport, Tennessee (herein "City"). Notwithstanding any provision in the Agreement the language in this Addendum takes precedence over all other terms, conditions or language to the contrary, and the Agreement and this Addendum shall not construed to create any ambiguity, it being the intent of the parties that this Addendum shall control. Accordingly, the Agreement is amended as follows:

**1. Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by the City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring the City to indemnify or hold harmless Cartegraph or any other person or entity is deleted from the Agreement. Additionally, the City's monetary limits of liability are the monetary limits of liability as provided for in the Tennessee Tort Liability Act, (herein "Act") T.C.A. section 29-20-101 *et seq.* and any limitation of liability provision contained in the the Agreement, if enforcement under Tennessee law to any extent, is subject and enforceable only to the extent as provided by the Act. No provision of the the Agreement shall act or be deemed a waiver by the City of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 *et seq.* Because Tennessee law may not allow City to agree to the disclaimer of warranties such exclusion may not be applicable to the City, and such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law. The City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Cartegraph to limit its liability shall be void and unenforceable.

**2. Damages.** The Agreement does not create an obligation by the City to pay any damages in excess of those amounts legally available to satisfy the City's obligations under the the Agreement.

**3. Confidentiality.** The Agreement and any documents or material obtained by the City may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T.C.A. §10-7-503 *et seq.* without regard to any provision contained in the Agreement declaring information confidential. The City must, upon proper request, release public documents and record as defined by T.C.A. §10-7-503 *et seq.*, including this Agreement and all records created and maintained related to the Agreement.

**4. Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the State of Tennessee, without regard to its conflict of laws principles.

**5. No Arbitration, Jurisdiction, Waiver of Jury Trial, Venue.** 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 resolve by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.

**6. No Taxes, No Interest Payments.** As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. The City will supply Cartegraph with its Sales and Use Tax Exemption Certificate upon Cartegraph's request. Cartegraph shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that may be incurred. Further, the City will not be responsible for any taxes incurred by Cartegraph that are based upon its income or gross receipts, such as income tax or franchise taxes. The City does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

**8. Precedence.** In the event of conflict between this Addendum and the provisions of the Agreement, or any other contract, agreement or other document to which the Agreement or this Addendum may accompany or incorporate by reference, the provisions of this Addendum shall, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Addendum.

**9. Additions/Modifications.** In seeking any addition or modification to the Agreement, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Agreement, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refers to the Agreement or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Agreement; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.



**10. Non-liability of City Officials and Employees.** No member, official, or employee of the City shall be personally liable to Cartegraph or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by the City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

**11 Survival.** This Addendum shall survive the completion of or any termination of the Agreement.

Cartegraph Systems, Inc.

By: Randy L. Skemp  
Name: Randy L. Skemp

Date: \_\_\_\_\_

Title: Exec Vice President / Chief Revenue Officer

Date: 5/14/2014

City of Kingsport, Tennessee

By: Dennis R. Phillips  
Dennis R. Phillips, Mayor

Attest: Angela Marshall  
City Recorder

Approved as to form:

J. William Blythe  
City Attorney

**ADDENDUM TO PURCHASE AGREEMENT FOR RENEWAL AND CARTEGRAPH SOLUTIONS AGREEMENT BETWEEN  
CARTEGRAPH SYSTEMS, INC. AND THE CITY OF KINGSPORT, TENNESSEE**

This Addendum amends the Purchase Agreement for Renewal and the Cartegraph Solutions Agreement found at <https://www.cartegraph.com/solutions-agreement/>, last modified March 3, 2018, with Cartegraph Systems, Inc. and all applicable documents attached, incorporated or referenced in the Agreements ("Agreement") between Cartegraph Systems, Inc. (herein "Cartegraph") and City of Kingsport, Tennessee (herein "City"). Notwithstanding any provision in the Agreement the language in this Addendum takes precedence over all other terms, conditions or language to the contrary, and the Agreement and this Addendum shall not construed to create any ambiguity, it being the intent of the parties that this Addendum shall control. Accordingly, the Agreement is amended as follows:

**1. Applicability of Previous Addendum.** All the terms and conditions set forth in the Addendum to Purchase Agreement and Master Agreement, Agreement (Master Agreement MPA001, dated May12th 2014) Between Cartegraph Systems, Inc. and the City of Kingsport, Tennessee previously entered into by the parties in May, 2014, a copy of which Addendum is attached hereto, are fully and completely applicable, as if set out herein in full, to Purchase Agreement for Renewal executed by the parties and the Cartegraph Solutions Agreement last modified March 3, 2018. The Master Agreement referenced above is Master Agreement MPA001, dated May12th 2014.

**2.** This Addendum has the effective date of the Purchase Agreement for Renewal.

Cartegraph Systems, Inc.

City of Kingsport, Tennessee

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Patrick W. Shull, Mayor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

City Recorder

Approved as to form:

\_\_\_\_\_  
City Attorney



*Office of the Deputy City Manager*

225 West Center Street • Kingsport, TN 37660 • 423-229-9471  
RyanMcReynolds@KingsportTN.gov

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To: Chris McCartt, City Manager

From: Ryan McReynolds, Deputy City Manager

Date: May 11, 2020

RE: Cartegraph Operations Management System (OMS) Software

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In 2012, Public Works began a formalized search and procurement of an asset and work management system that was GIS-centric. We received multiple demonstrations of various software systems in order to understand features and benefits, conducted a Needs Assessment in 2012 – 2013, issued an RFP in late 2013, and through the review process we selected Cartegraph OMS in 2014. Cartegraph OMS was not only the most cost-effective solution, but it was also an open-ended system that allowed for us to self-expand as we gained in knowledge and use.

Since 2014, Public Works has been utilizing the Cartegraph OMS asset and work management software in both the office and the field, with 174 user accounts spanning utilities, streets, traffic, sanitation, and parks/grounds maintenance. The Parks and Recreation maintenance group is in the process of joining Cartegraph, and the potential exists for more groups to do the same (Building Maintenance, Fleet Maintenance, Bays Mountain, etc.). To date, \$143,629.49 has been spent on direct training and implementation services for the current user groups. With Cartegraph being an open product, the Parks and Recreation maintenance group is joining the system without the need for Cartegraph's direct involvement, saving the City thousands of dollars in service fees.

As an extremely open system, it allows for customization by the user without the need to pay for Cartegraph services to add to / enhance the software. The current status of our software use is as follows:

- Over 247,000 assets that fit into one of the 71 asset types; nearly all are enhanced beyond the “out of the box” format.
- Request count (logging issues from both internal and external sources) is near 19,000.
- Task count exceeds 500,000, with nearly 10,000 Work Orders (these join related Tasks).
- Many features help streamline efforts in the system:
  - Work orders that reschedule themselves automatically.
  - 24 preventative maintenance plans execute set schedules for work.
  - 183 system automations help accomplish consistent documentation and meet expectations, such as:
    - require chlorine readings when necessary
    - reminders to take asset photos while on-site
    - automatically create follow up tasks when a set of conditions are met
  - Over 30 custom reports have been built in-house, with examples being:
    - monthly reports to TDEC on water sampling results
    - monthly reports to TDEC on sanitary sewer discharge event data
    - monthly invoicing to TDOT on work performed in the state highway ROW

- 100 custom gadgets track and display data necessary to make informed decisions.
- Task views that are customized to the type of work and/or the asset receiving the work.
- Each system user has a set of permissions, but can customize their own interface to their preferences.
- Previously maintained databases are being abandoned as Cartegraph is now the repository for:
  - equipment routine maintenance
  - employee certifications
  - material inventory
  - data for regulatory compliance

We have invested many hours in tailoring the system specifically to our needs, with direct staff time investment exceeding \$250,000. We had no historic task information that was moved to Cartegraph, but if we were to move to a new system we would migrate all data, including tasks and requests. We feel it is reasonable to expect paying in excess of \$500,000 in data migration, customization, and implementation fees alone if we were to migrate to a new system.

With our total direct costs to date being \$453,487.71, we feel it is in the tax payers best interest, both financially and from a customer satisfaction standpoint, to continue our contract with Cartegraph. Additionally, the Cartegraph Master Purchase Agreement (MPA001) Page 5, Section 9. Parts D. and E. states that "automatic renewals shall continue after the end of each successive year until a new Purchase Agreement is executed or until Customer or Cartegraph terminate this Agreement as provided for herein".

City Code Section 2-599 permits the City Manager to enter into a one source contract when it is determined to be in the best interest of the City of Kingsport. It is recommended to amend our Agreement with Cartegraph Systems, LLC for the renewal and use of the software for Asset Management.

Your signature of approval is needed for file documentation if you are in agreement with this recommendation. Please feel free to contact me should you have any questions.

Approved By:  Date: 5-11-2020

**ADDENDUM TO PURCHASE AGREEMENT FOR RENEWAL AND CARTEGRAPH SOLUTIONS AGREEMENT  
BETWEEN CARTEGRAPH SYSTEMS, INC. AND THE CITY OF KINGSPORT, TENNESSEE**

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**5. Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the State of Tennessee, without regard to its conflict of laws principles.

**6. No Arbitration, Jurisdiction, Waiver of Jury Trial, Venue.** 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 resolve by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.

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are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

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**10. No Presumption Against Drafter.** The parties are both business entities having substantial experience with the subject matter of this Addendum, and each has fully participated in the negotiation and drafting of this Addendum. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

**11. Survival.** This Addendum shall survive the completion of or any termination of the Agreement.

**12. Effective Date.** This Addendum has the effective date of the Purchase Agreement for Renewal.

**Cartegraph Systems, Inc.**

**City of Kingsport, Tennessee**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Patrick W. Shull, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

City Recorder

Approved as to form:

\_\_\_\_\_  
City Attorney

**ADDENDUM TO PURCHASE AGREEMENT FOR RENEWAL AND CARTEGRAPH SOLUTIONS AGREEMENT  
BETWEEN CARTEGRAPH SYSTEMS, INC. AND THE CITY OF KINGSPORT, TENNESSEE**

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are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

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**Cartegraph Systems, Inc.**

**City of Kingsport, Tennessee**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Patrick W. Shull, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

City Recorder

Approved as to form:

\_\_\_\_\_  
City Attorney





## AGENDA ACTION FORM

### Authorizing the Industrial Development Board of the City of Kingsport, Tennessee to Execute a Payment in Lieu of Tax (PILOT) Provision

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

Action Form No.: AF-121-2020  
 Work Session: May 18, 2020  
 First Reading: N/A

Final Adoption: May 19, 2020  
 Staff Work By: McCartt/Hudson  
 Presentation By: McCartt

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Kingsport West is a 103-unit apartment complex located at 212 Lewis Lane (Allandale community). The appraisal value of the property has been declining as the property deteriorates. LHP is willing to make a \$4 million dollar investment using tax exempt multifamily bonds and a 4% Low Income Housing tax credit issued by the Tennessee Housing Development agency. This investment will revitalize housing in an area poised for growth. The investment directly benefits our citizens by providing quality housing options for those citizens most in need. Programs like this are required because low income residents rent is based on no more than 30% of their verified monthly gross income. Tax credits, tax exempt bonds, and predictability in property taxes encourages investment that would not otherwise be feasible.

There is not an investment cost to the City, nor does the City incur risk from the bond issuance. The City, and Hawkins County, benefits from having stable, predictable tax revenues on the property over the life of the project. The investment reverses the declining trend in property tax collections and provides year over year increases in property tax revenue on the complex. In 2016, the property generated just over \$57,000 in tax revenue. Currently, the property has declined to ~ \$55,600. Our proposal establishes taxes at \$56,500 and increases \$500 per year, generating \$63,500 in the final year. Tax revenue will total \$900,000 during the term of the PILOT. Please see the attached supplemental information for more detail on the proposed PILOT.

#### Attachments:

1. Resolution
2. Supplemental Information

Funding source appropriate and funds are available: *Jim*

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: *zw*

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

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

RESOLUTION CONSENTING TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE NEGOTIATING AND ACCEPTING PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO A CERTAIN PROJECT IN THE CITY OF KINGSPORT, TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305.

WHEREAS, the Board of Mayor and Aldermen (the "Governing Body") of the City of Kingsport, Tennessee (the "City") has met pursuant to proper notice; and

WHEREAS, the City has previously authorized the incorporation of The Industrial Development Board of the City of Kingsport, Tennessee (the "Board") as an industrial development board duly organized and existing under the provisions of Title 53 of Chapter 7, Tennessee Code Annotated; and

WHEREAS, the City has been informed that Kingsport West II, L.P., a Tennessee limited partnership, or an affiliate thereof (the "Developer"), intends to cause the acquisition, construction, rehabilitation and equipping of Kingsport West Apartments, a 103-unit housing facility for low and moderate-income citizens (collectively, the "Project") located at 212 Lewis Lane, Kingsport, Hawkins County, Tennessee (the "Property"); and

WHEREAS, the Developer has requested the Board to hold ownership of the Property; and

WHEREAS, the Developer has furthermore requested the Board to lease the Project to the Developer and to permit the Developer to make payments in lieu of ad valorem taxes; and

WHEREAS, Tenn. Code Ann. § 7-53-305(b) authorizes the City to delegate to the Board the authority to negotiate and accept from the lessees of the Board payments in lieu of ad valorem tax upon the finding that such payments are deemed to be in furtherance of the public purposes of the Board as defined in said Code Section; and

WHEREAS, there has been submitted to the Governing Body a form of Lease (the "Lease") between the Board and the Developer, which provides certain payments in lieu of tax as provided therein and which the Board proposes to execute to carry out the transaction described above and a copy of which instrument shall be filed with the records of the City.

Now therefore,

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

SECTION I. The Governing Body hereby finds that the negotiation and acceptance by the Board of payments in lieu of ad valorem taxes consistent with this resolution are deemed to be in furtherance of the public purposes of the Board as defined in Tennessee Code Annotated Section 7-53-305, and the Governing Body hereby consents and delegates to the Board the right to negotiate and accept such payments from the Developer.

SECTION II. The terms of the Lease are hereby approved in all respects. The Lease shall be in substantially the form submitted, which is hereby approved, with such completions, omissions, insertions and changes as may be approved by the officer executing it, his or her execution to constitute conclusive evidence of his or her approval of any such omissions, insertions and changes; provided that there shall be no reductions in the amounts of the payments in lieu of tax provided in the Lease without receiving the prior approval of the Governing Body.

SECTION III. The Governing Body hereby consents and delegates to the Board the right to negotiate such payments in lieu of tax from the Developer, as a lessee of the Board with respect to the Project, in accordance with the Lease.

SECTION IV. The Board's agreements concerning payments in lieu of ad valorem taxes relating to the Project may contain such administrative provisions not inconsistent with this resolution as the Board deems appropriate.

SECTION V. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed, and this resolution shall be in immediate effect from and after its adoption.

Adopted this the 19<sup>th</sup> day of May, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF TENNESSEE     )

COUNTY OF \_\_\_\_\_)

I, Sid Cox, certify that I am the duly qualified and acting City Recorder of City of Kingsport, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on May 19, 2020; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to a payment in lieu of ad valorem tax transaction involving a project being developed by \_\_\_\_\_.

WITNESS my official signature and seal of said Municipality on \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Recorder

# **Kingsport West Apartments**

## **PILOT Highlights**

- Kingsport West is in need of renovation and repair—with 40 years of unmet capital needs accumulating, the affordable rental housing is at risk of functional obsolescence and future blight
- The primary resources to fund these renovations are Tax Exempt Multifamily Bonds and 4% Low Income Housing Tax Credits issued by Tennessee Housing Development Agency
- Extensive rehab will improve the functionality and quality of life for residents and enhance the property's curb appeal in a highly visible area bordering Allandale Mansion and within one of Kingsport's Opportunity Zones
- The PILOT is necessary to make financially feasible the much needed \$4 million-plus renovations to the 103-unit affordable housing community.
  - The major renovated items will include:
    - Replacing the exterior vinyl siding with Hardi Board
    - New Kitchen cabinets, countertops, sink, and fixtures
    - New Bathroom vanities and fixtures
    - Replacing unit flooring with vinyl plank flooring
    - Installing video surveillance system
    - Installing Playground
- The PILOT will add significantly more total revenue collections to Kingsport and Hawkins County over its term as compared to current trended tax collections, which have actually seen decreases since 2016 and would likely continue declining if the property is not acquired and renovated.
- Specifically, the PILOT would start at \$56,500 total to city and county (current aggregate is \$55,641) and would then increase \$500 each year for 15 years. This would total \$900,000 during the term of the PILOT.
- Post-rehab, Kingsport West will provide quality rental housing for individuals and families with very limited options—those most vulnerable to homelessness with household incomes at or below 50% of the area median income—less than \$27,550 for family of four
- Resident rents will not increase—rent formula will continue to be based on 30% of their verified monthly gross income





**KINGSPORT WEST APARTMENTS**  
KINGSPORT, TN | TYPICAL EXTERIOR



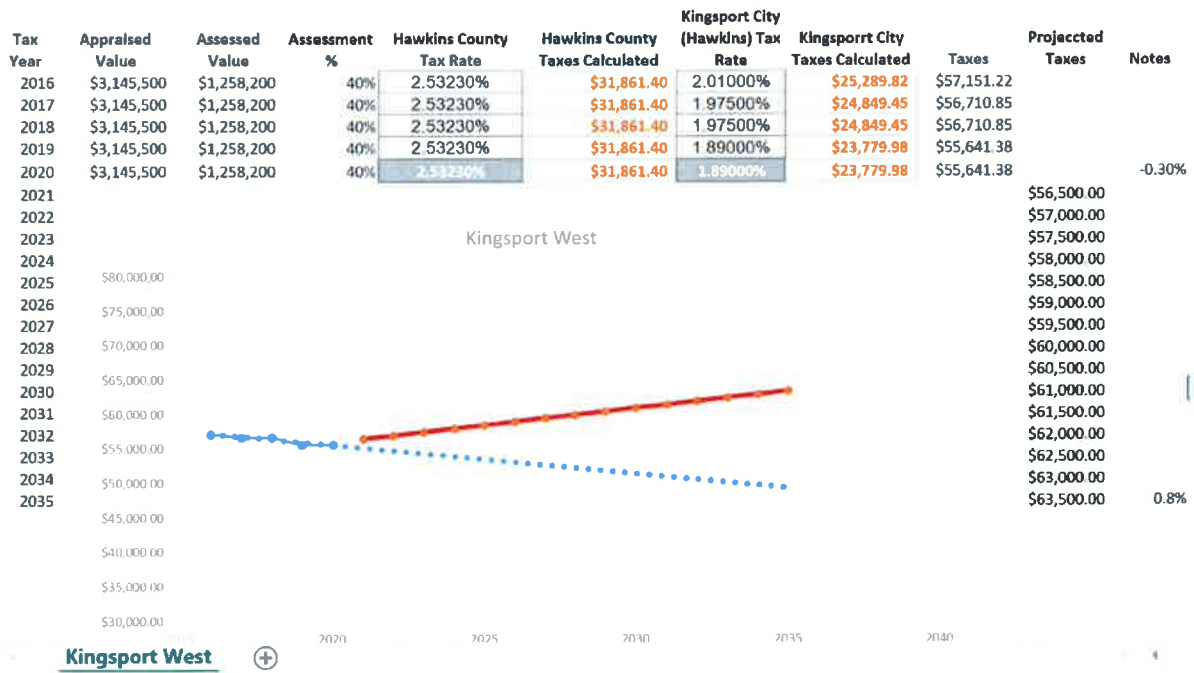


EXHIBIT C

PILOT Payments

Tax Year	Amount Payable to Hawkins County	Amount Payable to the City of Kingsport
Year 1*	\$32,000.00	\$24,500.00
Year 2	\$32,250.00	\$24,750.00
Year 3	\$32,500.00	\$25,000.00
Year 4	\$32,750.00	\$25,250.00
Year 5	\$33,000.00	\$25,500.00
Year 6	\$33,250.00	\$25,750.00
Year 7	\$33,500.00	\$26,000.00
Year 8	\$33,750.00	\$26,250.00
Year 9	\$34,000.00	\$26,500.00
Year 10	\$34,250.00	\$26,750.00
Year 11	\$34,500.00	\$27,000.00
Year 12	\$34,750.00	\$27,250.00
Year 13	\$35,000.00	\$27,500.00
Year 14	\$35,250.00	\$27,750.00
Year 15	\$35,500.00	\$28,000.00

\*Year 1 is the Tax Year after the Tax Year in which the Completion Date occurs.



## AGENDA ACTION FORM

### **Reject the Bids Received for the Meadowview Roof Replacement Project**

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

Action Form No.: AF-115-2020  
 Work Session: May 18, 2020  
 First Reading: N/A

Final Adoption: May 19, 2020  
 Staff Work By: Committee  
 Presentation By: Ryan McReynolds

### **Recommendation:**

Approve the Resolution.

### **Executive Summary:**

Bids were opened on April 28, 2020 for partial Re-Roofing of the Meadowview Conference Resort & Convention Center. The bids received came in higher than originally anticipated. We recommend rejecting the bids so that our architect and City staff can revisit the specifications and scope of work to determine a more economically viable path forward.

### **Attachments:**

1. Resolution
2. Bid Opening Minutes

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



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

A RESOLUTION REJECTING ALL BIDS RELATED TO THE  
PARTIAL RE-ROOFING OF THE MEADOWVIEW CONFERENCE  
RESORT AND CONVENTION CENTER

WHEREAS, bids were opened April 28, 2020, for the Partial Re-Roofing of the Meadowview Conference Resort & Convention Center; and

WHEREAS, the bids received came in higher than originally anticipated, and therefore the city wants to reject all bids;

Now therefore,

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

SECTION I. That all bids opened April 28, 2020, for the Partial Re-Roofing of the Meadowview Conference Resort & Convention Center are rejected.

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

ADOPTED this the 19th day of May, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

BID OPENING MINUTES

April 28, 2020

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; and Steve Hutton, Steve Hutton & Associates, PC

The Bid Opening was held in the Purchasing Department.

The Procurement Manager opened with the following bids:

Partial Re-roofing of the Meadowview Conference Resort & Convention Center				
Vendor:	Base Bid:	Alternate:	Completion/Delivery Time:	Comments:
Laferney Inc.	N/A	N/A	N/A	Sub-Contractors left blank. Unable to open.
ABG Caulking & Waterproofing of Morristown, Inc.	\$1,988,550.00	\$511,444.00	200 Days	
Radco Construction Services DBA Radco Roofing	\$1,027,448.00	\$211,539.00	90 Days	White out used.
C.M. Henley Company LLC DBA Rackley Co. East TN	\$1,165,970.00	\$282,730.00	150 Days	

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



## AGENDA ACTION FORM

### **Amend the Current Healthways Provider Agreement between Tivity Health Services LLC and the City of Kingsport to Include the Aquatic Center**

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

Action Form No.: AF-117-2020  
 Work Session: May 18, 2020  
 First Reading: N/A

Final Adoption: May 19, 2020  
 Staff Work By: Shirley Buchanan  
 Presentation By: Shirley Buchanan

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The Senior Center has enjoyed a wellness reimbursement program with Tivity Health Services, Silver Sneaker program. This amendment would add the Aquatic Center into that reimbursement agreement and allow for visits to the Aquatic Center to be reimbursed for the Silver Sneaker members using it.

#### **Attachments:**

1. Resolution
2. Addendum

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

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

A RESOLUTION APPROVING AN AMENDMENT TO THE HEALTHWAYS PROVIDER AGREEMENT WITH TIVITY HEALTH SERVICES, LLC, (FORMERLY KNOWN AS AMERICAN HEALTHWAYS SERVICES, LLC) TO INCLUDE THE KINGSPORT AQUATIC CENTER; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on October 20, 2011, the city entered into an agreement with American Healthways Services, LLC for a reimbursement program called the Silver Sneakers program for the Kingsport Senior Center; and

WHEREAS, since that time, American Healthways Services, LLC has changed its name to Tivity Health Services, LLC; and

WHEREAS, Tivity Health Services, LLC would like to amend the October 20, 2011, contract to include reimbursement for Silver Sneaker Members for visits at the Kingsport Aquatics Center.

Now therefore,

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

SECTION I. That an amendment to the agreement with Tivity Health Services, LLC, (formerly American Healthways Services, LLC) 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 agreement with Tivity Health Services, LLC, (formerly American Healthways Services, LLC) and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

**AMENDMENT TO THE HEALTHWAYS PROVIDER AGREEMENT**

This Amendment is dated effective as of December 1, 2019 (" Amendment Effective Date") and amends the Healthways Provider Agreement (the " Agreement") between **TIVITY HEALTH SERVICES, LLC**, ("Tivity Health") f/k/a/ American Healthways Services, LLC and **CITY OF KINGSPORT** ("Facility") dated October 20, 2011 (as amended, the " Agreement"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. The parties hereby acknowledge that on or about January 10, 2017, Healthways, Inc. announced its rebranding and name change to Tivity Health Services, LLC. Therefore, the Agreement shall be amended such that all instances of "Healthways" in the Agreement will be replaced with "Tivity Health."

2. The Agreement shall be amended such that the title of the Agreement and all instances of the title of the Agreement will be replaced with "Tivity Health Provider Agreement."

3. The Agreement shall be amended such that the 9. "Notices." section of the Agreement shall be replaced with the following:

9. Notices. Unless expressly provided otherwise, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing

and shall be deemed to have been duly given, made and received when sent by 1) Electronic Mail; or 2) hand delivery, including by a recognized courier service; or 3) registered or certified mail, postage prepaid, return receipt requested. Notices under the Agreement to Facility shall be to the Contract Administrator in Exhibit A-2. Notices under the Agreement to Tivity Health shall be to: [PLContracting@tivityhealth.com](mailto:PLContracting@tivityhealth.com) or Partner Location Contracting, 1445 South Spectrum Blvd., Chandler, Arizona 85286. Facility shall provide a minimum of ten (10) days' notice to Tivity Health in the event of a change in any of the information provided in Exhibit A-1 of this Agreement. Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this section for the giving of notice.

4. The Agreement shall be amended such that the location identified in Exhibit A-1 attached herein, shall be added as a Class only Facility offering Tivity Health Proprietary C lasses under the terms of the Agreement, effective December 1, 2019.

a) A Minimum Payment Guarantee shall be included for services provided at the location identified in Exhibit A-1 attached herein.

5. Except as expressly modified by this Amendment, the Agreement and any previously signed amendments or addenda shall remain in full force and effect. The individual signing below on behalf of Facility represents and warrants that he/she has all requisite corporate power and authority to enter into this Amendment on behalf of Facility.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the Amendment Effective Date.

[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 set out herein that do not substantially alter the material provisions of the amendment, 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 19th day of May, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AMENDMENT TO THE HEALTHWAYS  
PROVIDER AGREEMENT**

This Amendment is dated effective as of December 1, 2019 ("Amendment Effective Date") and amends the Healthways Provider Agreement (the "Agreement") between **TIVITY HEALTH SERVICES, LLC**, ("Tivity Health") f/k/a/ American Healthways Services, LLC and **CITY OF KINGSPORT** ("Facility") dated October 20, 2011 (as amended, the "Agreement"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. The parties hereby acknowledge that on or about January 10, 2017, Healthways, Inc. announced its rebranding and name change to Tivity Health Services, LLC. Therefore, the Agreement shall be amended such that all instances of "Healthways" in the Agreement will be replaced with "Tivity Health."
2. The Agreement shall be amended such that the title of the Agreement and all instances of the title of the Agreement will be replaced with "Tivity Health Provider Agreement."
3. The Agreement shall be amended such that the 9. "Notices." section of the Agreement shall be replaced with the following:

9. Notices. Unless expressly provided otherwise, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when sent by 1) **Electronic Mail**; or 2) hand delivery, including by a recognized courier service; or 3) registered or certified mail, postage prepaid, return receipt requested. Notices under the Agreement to Facility shall be to the Contract Administrator in Exhibit A-2. Notices under the Agreement to Tivity Health shall be to: [PLContracting@tivityhealth.com](mailto:PLContracting@tivityhealth.com) or Partner Location Contracting, 1445 South Spectrum Blvd., Chandler, Arizona 85286.

Facility shall provide a minimum of ten (10) days' notice to Tivity Health in the event of a change in any of the information provided in Exhibit A-1 of this Agreement. Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this section for the giving of notice.

4. The Agreement shall be amended such that the location identified in Exhibit A-1 attached herein, shall be added as a Class only Facility offering Tivity Health Proprietary Classes under the terms of the Agreement, effective December 1, 2019.
  - a) A Minimum Payment Guarantee shall be included for services provided at the location identified in Exhibit A-1 attached herein.
5. Except as expressly modified by this Amendment, the Agreement and any previously signed amendments or addenda shall remain in full force and effect. The individual signing below on behalf of Facility represents and warrants that he/she has all requisite corporate power and authority to enter into this Amendment on behalf of Facility.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the Amendment Effective Date.

TIVITY HEALTH SERVICES, LLC

CITY OF KINGSPORT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Tivity Health Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Tivity Health Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## AGENDA ACTION FORM

### **Execute a Contract between the City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26**

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

Action Form No.: AF-114-2020  
 Work Session: May 18, 2020  
 First Reading: N/A

Final Adoption: May 19, 2020  
 Staff Work By: Staff  
 Presentation By: Ryan McReynolds

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Each year the City of Kingsport enters into agreements with the State for reimbursement of maintenance performed on state routes. The main agreement includes Stone Drive, Center Street, Fort Henry Drive, Lynn Garden Drive, Industry Drive, Wilcox Drive, Memorial Boulevard and limited portions of Rock Springs Road, Rock Springs Drive and Poplar Grove. Maintenance activities for this agreement include: shoulder work, snow removal, spot patching, ditch work, crack sealing, painting and striping, sweeping, mowing and litter control. A separate agreement covers John B. Dennis and a limited portion of I-26. Activities on these two roads include litter and mowing. Tracked on a monthly basis, these activities are performed by Traffic Engineering, Street Maintenance and Right-of-Way Maintenance. Reimbursement is requested no more than monthly based on the terms of the contract. Most costs are reimbursed at \$0.15 per square yard. Reimbursement is limited to 12 litter control cycles and 6 mowing cycles annually. The limiting amount of the contract is \$255,426.15 for FY 2021. Total roadway surface equals 1,592,301 square yards. Mowing acreage totals 201 at \$45 per acre, and litter control covers 150.72 miles at \$50 per mile. Mowing and litter control for John B. Dennis and I-26 includes 138.47 acres of mowing and 24.57 miles of litter control for a total amount of \$52,137.

#### **Attachments:**

1. Resolution
2. Agreement

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: *JW*

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FISCAL YEAR 2021 WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF MAINTENANCE ACTIVITIES PERFORMED ON DESIGNATED STATE HIGHWAY ROUTES LOCATED IN THE KINGSPORT CITY LIMITS; EXECUTE A CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MOWING AND LITTER CONTROL ON JOHN B. DENNIS; AND EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

WHEREAS, the city desires to enter into a contract for fiscal year 2021 with the State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits; and

WHEREAS, the routes included in the contract are Stone Drive, Center Street, Fort Henry Drive, Lynn Garden Drive, Industry Drive, Wilcox Drive, Memorial Boulevard, portions of John B. Dennis Highway, and, also this year, limited portions of I-26; and

WHEREAS, the maintenance activities include shoulder work, snow removal, spot patching, ditch work, crack sealing, paint and striping, sweeping, mowing and litter control; and

WHEREAS, the maximum amount of the contract is \$255,426.15 for fiscal year 2021; and

WHEREAS, the contract for mowing and litter control for John B. Dennis includes 138.47 acres of mowing and 25.57 miles of litter control for a total contract amount of \$52,137.00.

Now therefore,

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

SECTION I. That an agreement with the State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits 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 State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits 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:

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



This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and the city of Kingsport, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID# 0000001562

Contract#: CMA 2114

**A. SCOPE OF SERVICES:**

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

A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.

A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.

A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.

A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.

A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.

A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2020 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred fifty-five thousand four hundred twenty-six dollars and fifteen cents (\$255,426.15). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<b>Service Description</b>	<b>Amount (per compensable)</b>
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through	See Exhibit A
"Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brian Ramsey

3213 North Roan St.

Johnson City, TN 37601

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

- (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)
  - (4) Customer Account Name: Tennessee Department of Transportation
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
  - (6) Contractor Name
  - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
  - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
  - (9) Contractor Remittance Address
  - (10) Description of Delivered Service
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
    - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
    - iv. Amount Due by Service
    - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) only be submitted for completed service and shall not include any charge for future work;
  - (3) not include sales tax or shipping charges; and
  - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal

Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

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

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

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

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

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

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases

upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State: Brian Ramsey

District 17 Operations Supervisor

State of Tennessee Department of Transportation

3213 North Roan St.

Johnson City, TN 37601

Brian.Ramsey@tn.gov

Telephone# (423) 282-0651

FAX# (423) 854-5310

The Contractor:

Ryan McReynolds

Public Works Director

225 West Center Street

Kingsport, TN 37660-4237  
[RyanMcReynolds@KingsportTN.gov](mailto:RyanMcReynolds@KingsportTN.gov)  
Telephone# (423) 229-9398  
Fax# (423) 229-9473

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E.5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

[Acknowledgements and Exhibits Deleted for Inclusion in this Resolution]

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

SECTION IV. That an agreement with State of Tennessee Department of Transportation for mowing and litter on John B. Dennis is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with State of Tennessee Department of Transportation for mowing and litter on John B. Dennis 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:

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and the city of Kingsport, hereinafter referred to as the "Contractor," is for the provision of a special agreement for mowing and litter, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID# 0000001562

Contract #: CMA 2115

A. SCOPE OF SERVICES:

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

A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.

A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and,

in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.

A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.

A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.

A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.

A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment Either "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2020 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed fifty-two thousand one hundred thirty-seven dollars and zero cents (\$52,137.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brian Ramsey  
3213 North Roan St.  
Johnson City, TN 37601

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

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
  - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
  - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
  - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
  - iv. Amount Due by Service
  - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

#### D. STANDARD TERMS AND CONDITIONS:

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

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner

of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date.

The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

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

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

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*



for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brian Ramsey

District 17 Operations Supervisor

State of Tennessee Department of Transportation

3213 North Roan St.

Johnson City, TN 37601

[Brian.Ramsey@tn.gov](mailto:Brian.Ramsey@tn.gov)

Telephone# (423) 282-0651

The Contractor:

Ryan McReynolds

Public Works Director

225 West Center Street

Kingsport, TN 37660-4237

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

Telephone# (423) 229-9398

Fax# (423) 229-9473

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no

right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

[Acknowledgements and Exhibits Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 19th day of May, 2020.

ATTEST:

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

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

APPROVED AS TO FORM:

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

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and the city of Kingsport, hereinafter referred to as the "Contractor," is for the provision of a special agreement for mowing and litter, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001562  
Contract #: CMA 2115

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment Either "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2020 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed fifty-two thousand one hundred thirty-seven dollars and zero cents (\$52,137.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. **Compensation Firm.** The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A

- C.4. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. **Invoice Requirements.** The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brian Ramsey  
3213 North Roan St.  
Johnson City, TN 37601

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)
  - (4) Customer Account Name: Tennessee Department of Transportation
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)

- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1 Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2 Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3 Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4 Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5 Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6 Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7 Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8 Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall

remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brian Ramsey  
District 17 Operations Supervisor  
State of Tennessee Department of Transportation  
3213 North Roan St.  
Johnson City, TN 37601  
[Brian.Ramsey@tn.gov](mailto:Brian.Ramsey@tn.gov)  
Telephone # (423) 282-0651

The Contractor:

Ryan McReynolds  
Public Works Director  
225 West Center Street Kingsport, TN 37660-4237  
[RyanMcReynolds@KingsportTN.gov](mailto:RyanMcReynolds@KingsportTN.gov)  
Telephone # (423) 229-9398  
Fax # (423) 229-9473

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.



- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

**IN WITNESS WHEREOF,**

**THE CITY OF KINGSPORT:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**APPROVED AS TO FORM AND LEGALITY**

---

**CONTRACTOR ATTORNEY SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)**

**STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:**

---

**CLAY BRIGHT, COMMISSIONER**

**DATE**

**APPROVED AS TO FORM AND LEGALITY**

---

**JOHN REINBOLD, GENERAL COUNSEL**

**DATE**

**"EXHIBIT A"**  
**GUIDELINES COVERING MAINTENANCE**  
**OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Special Maintenance Agreement:

<b>Activity</b>	<b>Maintenance Work Type</b>	<b>Unit Of Measure</b>
435	Machine Mowing**	Acres
441	Litter Removal**	Roadway Miles

**\*\* Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".**

Machine Mowing work shall consist of cutting or trimming vegetation primarily consisting of, but not limited to, grasses and invasive weeds on State rights-of-way as detailed below to provide a consistent and aesthetically pleasing standing vegetation height as directed by the State.

Litter Removal Work shall consist of removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

Approved Mowing Reimbursement Per Acre:	\$ 45.00
Calculated Maximum Reimbursement (Mowing):	\$37,395.00

Mowing Inventory Worksheet								
Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
I-26	2A	3.1	6.55		86.2	86.2	6	517.20
SR93	2A	7.16	11.9		52.27	52.27	6	313.62
Total Contract Area (acres):								831

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible length of litter removal in linear miles which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

Approved Litter Reimbursement Per Mile:	\$ 50.00
Calculated Maximum Reimbursement (Litter):	\$ 14,742.00

Litter Inventory Worksheet										
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
I-26		3.1	6.55	3.45	3	10.35	\$ 50.00	12	124.2	\$ 6,210.00
SR93	2A	7.16	11.9	4.74	3	14.22	\$ 50.00	12	170.64	\$ 8,532.00
Total Contract Litter (mi.):									294.84	\$14,742.00

# CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

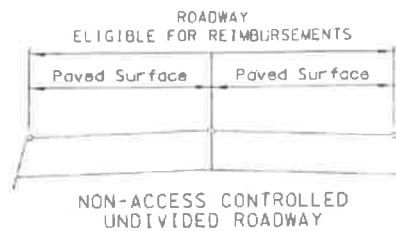


FIGURE 1A

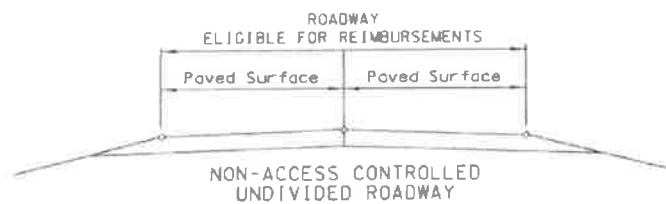


FIGURE 1B

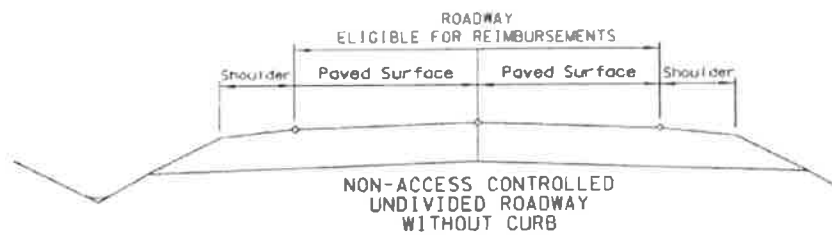


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

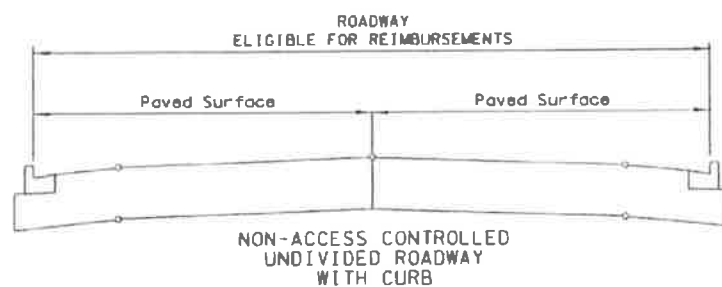


FIGURE 1D

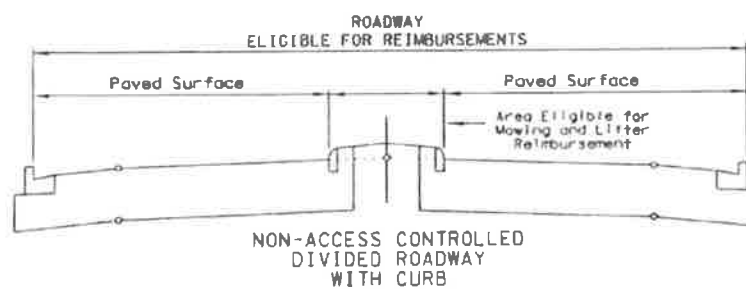


FIGURE 1E

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

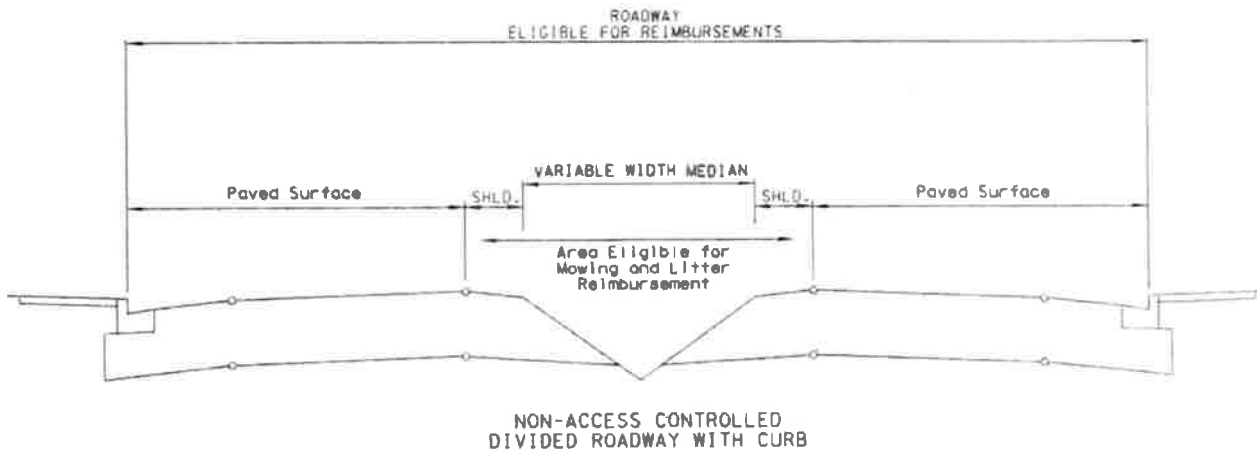


FIGURE 1F

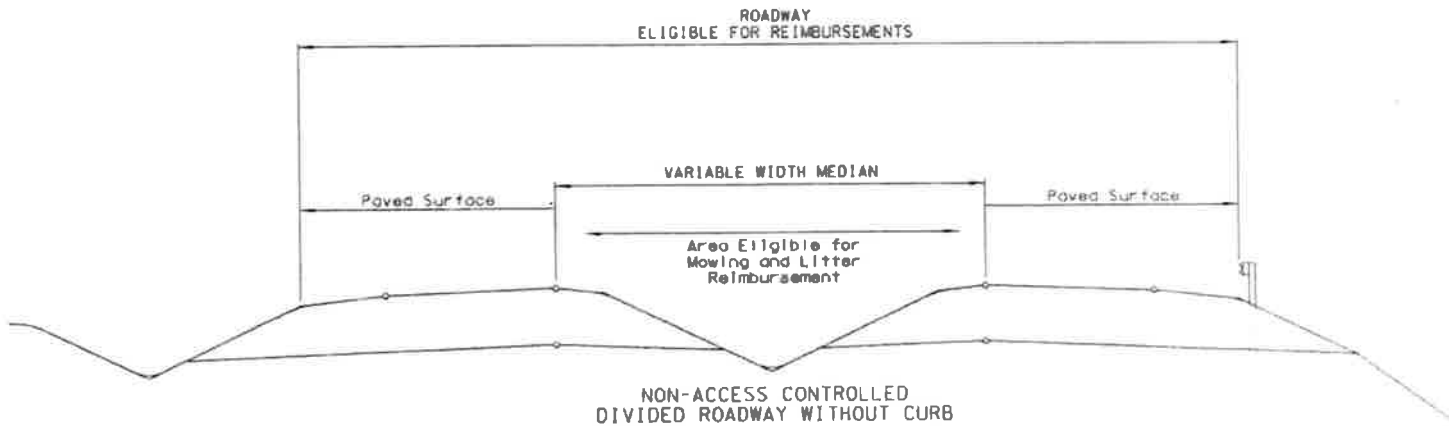


FIGURE 1G

NOTE:  
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES  
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

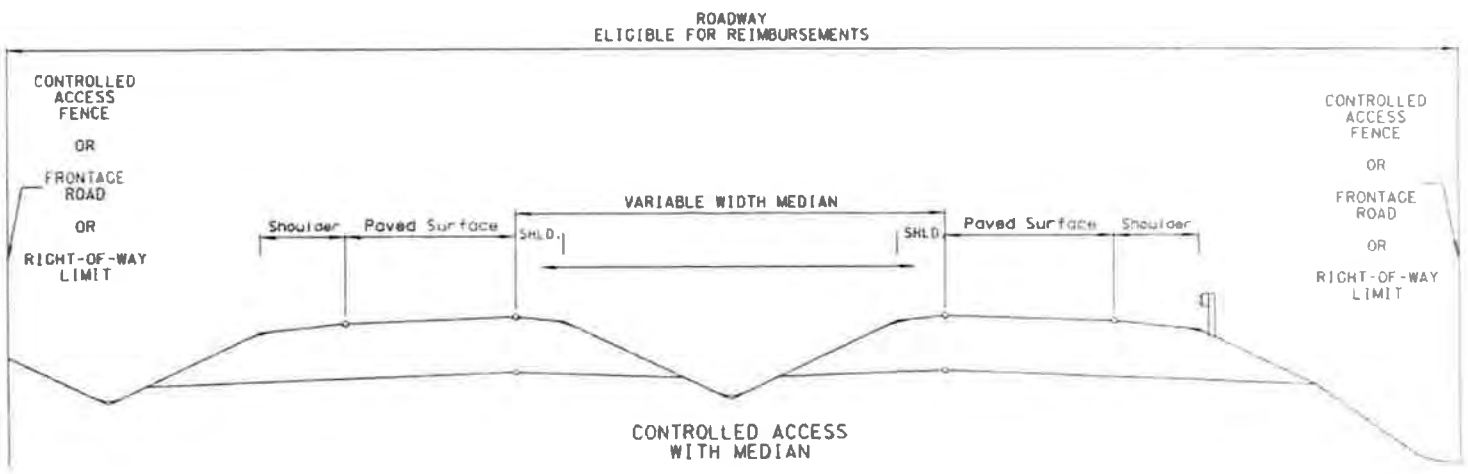


FIGURE 2A

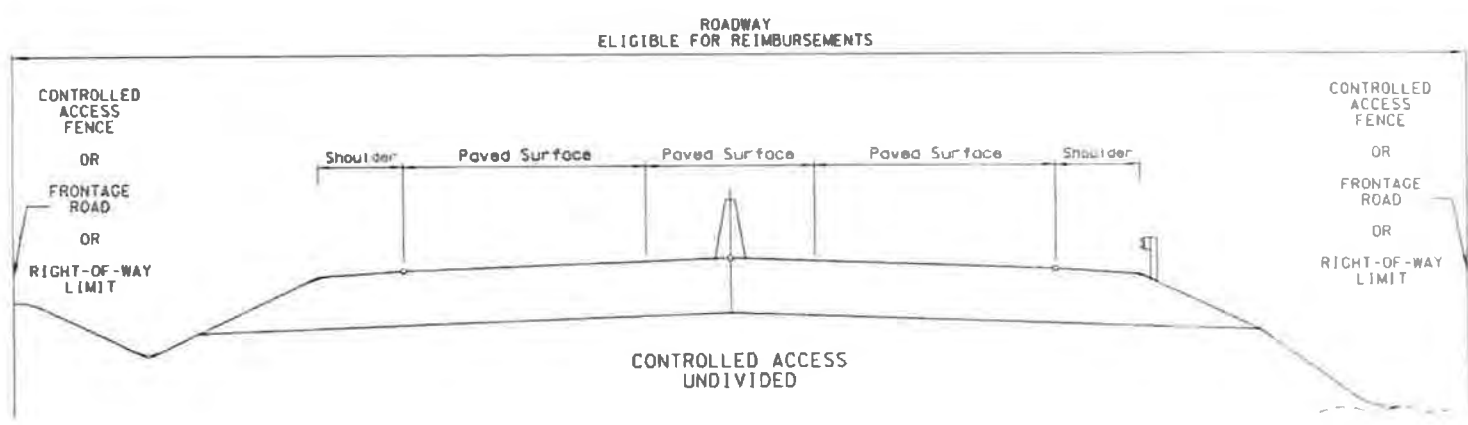


FIGURE 2B

**"EXHIBIT B"**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2020-2021 FISCAL YEAR**

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEEPER, TRUCK MOUNTED	55.89	HR
18	SWEEPER, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEEPER	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

**"EXHIBIT B"**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2020-2021 FISCAL YEAR**

	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR



**"EXHIBIT B"**

**CITY OF KINGSPORT**

**MAXIMUM ALLOWABLE LABOR RATES**

**(To be supplied by the City at this time)**

**Beginning July 1, 2020 and ending June 30, 2021**

<b>Job Title Classification</b>	<b>Low Rate</b>	<b>High Rate</b>

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and the city of Kingsport, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001562  
Contract #: CMA 2114

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2020 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred fifty-five thousand four hundred twenty-six dollars and fifteen cents (\$255,426.15). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
"Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brian Ramsey  
3213 North Roan St.  
Johnson City, TN 37601

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date

- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1 Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2 Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3 Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4 Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5 Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6 Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7 Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8 Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9 Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives
- D.11 Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12 Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13 Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.19 Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1 Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brian Ramsey  
District 17 Operations Supervisor  
State of Tennessee Department of Transportation  
3213 North Roan St.  
Johnson City, TN 37601  
Brian.Ramsey@tn.gov  
Telephone # (423) 282-0651  
FAX # (423) 854-5310

The Contractor:

Ryan McReynolds  
Public Works Director  
225 West Center Street Kingsport, TN 37660-4237  
[RyanMcReynolds@KingsportTN.gov](mailto:RyanMcReynolds@KingsportTN.gov)  
Telephone # (423) 229-9398  
Fax # (423) 229-9473

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3 Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E 4 MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD)

as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

**IN WITNESS WHEREOF,**

**THE CITY OF KINGSPORT:**

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**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**APPROVED AS TO FORM AND LEGALITY**

---

**CONTRACTOR ATTORNEY SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)**

**STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:**

---

**CLAY BRIGHT, COMMISSIONER**

**DATE**

**APPROVED AS TO FORM AND LEGALITY**

---

**JOHN REINBOLD, GENERAL COUNSEL**

**DATE**



GUIDELINES COVERING MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

<b>Activity</b>	<b>Maintenance Work Type</b>	<b>Unit Of Measure</b>
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

\*\* Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
2. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Storm drainage
4. Traffic control signs and signals and any other traffic control or monitoring devices.
5. Street lighting
6. Street name signs
7. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
8. Sidewalks

**NOTE:**

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers through the Municipalities.

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

Approved Maximum Reimbursement Per Square Yard:	\$ 0.15
Total Roadway Surface Area (YD^2):	1592301
Calculated Maximum Reimbursement (Roadway Surface):	\$238,845.15

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundry Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR001	West Stone Drive	BEGIN	Kaywood Avenue	1G	No	39.84	40.9	5596.8	102	16	5210	58220.40
SR001	West Stone Drive	CHANGE	Netherland Inn Rd.	1G	No	40.9	41.3	2112	97	22	2976	19786.67
SR001	West Stone Drive	CHANGE	Hawkins/Sullivan County Line	1G	No	0	1.33	7022.4	98	20	9823	66643.13
SR001	West Stone Drive	CHANGE	Afton Street	1F	No	1.33	1.65	1689.6	86	16	2667	13478.07
SR001	East Stone Drive	CHANGE	End of I-26 W Ramp towards	1D	No	1.97	7.42	28776	102	11	2020	324108.00
SR001	East Stone Drive	CHANGE	Beechnut Drive	1G	No	6.46	8.44	10454.4	99	27	11992	103006.40
SR001	East Stone Drive	END	Ollis Bowers Hill	1G	No	8.44	11.56	16473.6	98	30	51678	127701.20
SR036	Kingsport Highway	BEGIN	Regency Drive	1C	No	2.271	2.703	2280.96	24	0	0	6082.56
SR036	Kingsport Highway	CHANGE	I-81 Ramps	1C	No	2.703	3	1568.16	75	20	344	12724.00
SR036	Kingsport Highway	CHANGE	Colonial Heights	1C	No	3	4.37	7233.6	70	18	2080	54181.33
SR036	Fort Henry Drive	CHANGE	Overhead CSX Railroad	1G	No	4.37	5.36	5227.2	74	32	6902	36077.20
SR036	Fort Henry Drive	CHANGE	Kenridge Street	1D	No	5.36	6.47	5860.8	76	9	500	48991.20
SR036	Fort Henry Drive	CHANGE	SR 93	1D	No	6.47	7.819	7122.72	65	13	1294	50147.87
SR036	Fort Henry Drive	CHANGE	Indian Ct	1F	No	7.819	8.38	2962.08	66	19	4227	17494.92
SR036	West Center Street	CHANGE	Prospect Drive	1D	No	8.38	10.54	11404.8	60	0	0	76032.00
SR036	West Center Street	END	90 Degree Right Turn	1D	No	10.54	13.56	15945.6	44	9	1157	76799.27
SR093	Sullivan Gardens	BEGIN	Sullivan Gardens Drive	1D	No	4.48	5.01	2798.4	82	0	0	25496.53
SR093	Sullivan Gardens	CHANGE	Galemont Drive	1D	No	5.01	6.2	6283.2	65	21	1330	44048.67
SR093	John B. Dennis	CHANGE	End Crossover	1D	No	6.2	7.15	5016	98	22	5082	49536.67
SR093	John B. Dennis	END	Brookside Drive	1G	No	11.92	13.71	9451.2	98	16	13958	88955.07

SR126	South Wilcox Drive	BEGIN	SR 93	1F	No	0	0.445	2349.6	67	11	2284	15207.47
SR126	South Wilcox Drive	SHIFT	90 Degree Right Turn	1D	No	0.445	1.006	2962.08	78	0	0	25671.36
SR126	South Wilcox Drive	CHANGE	Haga Road	1D	No	1.006	1.23	1182.72	62	0	0	8147.63
SR126	South Wilcox Drive	CHANGE	Ward Place	1D	No	1.23	1.9	3537.6	78	0	0	30659.20
SR126	South Wilcox Drive	CHANGE	Overhead CSX Railroad	1D	No	1.9	2.18	1478.4	75	0	0	12320.00
SR126	South Wilcox Drive	CHANGE	Industry Drive	1F	No	2.18	2.52	1795.2	66	0	0	13164.80
SR126	North Wilcox Drive	CHANGE	Lincoln Street	1F	No	2.52	3.11	3115.2	44	21	4848	10381.87
SR126	Memorial Blvd.	CHANGE	East Center Street	1F	No	3.11	3.32	1108.8	88	13	938	9903.60
SR126	Memorial Blvd.	CHANGE	Kenmore Drive	1F	No	3.32	4.41	5755.2	60	15	3375	34993.00
SR126	Memorial Blvd.	CHANGE	Light at End of Control Access	1A	No	4.41	4.55	739.2	85	26	678	6303.33
SR126	Memorial Blvd.	CHANGE	Stratford Road	1A	No	4.55	4.895	1821.6	38	12	226	7465.20
SR 126	Memorial Blvd.	END	Old Stage Rd	1A	No	4.895	5.81	4831.2	36	0	0	19324.80
SR346	West Carter Valley Rd	BEGIN	Mcconnell Rd.	1A	No	0.7	1.92	6441.6	22	0	0	15746.13
SR347	Poplar Grove Rd	BEGIN	Oak Forest Pl.	1A	No	8.5	10.62	11193.6	20	0	0	24874.67
SR355	Industrial Drive	BEGIN	SR 126	1B	No	0	2.1	11088	36	0	0	44352.00
SR355	Industrial Drive	CHANGE	Ft. Robinson Drive	1C	No	2.1	2.35	1320	60	11	1002	7798.00
SR355	Industrial Drive	END	Lynn Garden Drive	1C	No	2.35	2.58	1214.4	48	0	0	6476.80
Total Length (mi.):								41.139	Total Roadway Surface:		1592301	

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

Approved Mowing Reimbursement Per Acre:	\$ 45.00
Calculated Maximum Reimbursement (Mowing):	\$9,045.00

Mowing Inventory Worksheet								
Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
SR001(Ha	1G	39.88	41.36	1.755		1.755	6	10.53
SR001(Su	1G	6.83	11.48	13.172		13.172	6	79.032
SR036	1G	4.37 / 7.75	5.36 / 8.38	3.01		3.01	6	18.06
SR093	1G	6.08	7.16	1.995		1.995	6	11.97
SR093	1G	11.90	13.80	10.9		10.9	6	65.4
SR126	1F	0.0 / 2.09	0.26 / 4.47	2.55		2.55	6	15.3
SR355	1F	2.05	2.21	0.08		0.08	6	0.48
<b>Total Contract Area (acres):</b>								<b>201</b>

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible length of litter removal in linear miles which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

Approved Litter Reimbursement Per Mile:	\$ 50.00
Calculated Maximum Reimbursement (Litter):	\$ 7,536.00

Litter Inventory Worksheet											
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)	
SR001	1G	39.84 / 6.83	2.31 / 11.44	6.81	1	6.81	\$ 50.00	12	81.72	4086	
SR036	1G	4.37 / 7.75	5.36 / 8.38	1.33	1	1.33	\$ 50.00	12	15.96	798	
SR093	1G	6.08	7.19	1.11	1	1.11	\$ 50.00	12	13.32	666	
SR093	1G	11.9	13.8	1.9	1	1.9	\$ 50.00	12	22.8	1140	
SR126	1F	0.0 / 2.09	0.26 / 4.47	1.31	1	1.31	\$ 50.00	12	15.72	786	
SR355	1F	2.047	2.211	0.1	1	0.1	\$ 50.00	12	1.2	60	
<b>Total Contract Litter (mi.):</b>									<b>150.72</b>	<b>\$7,536.00</b>	

# CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

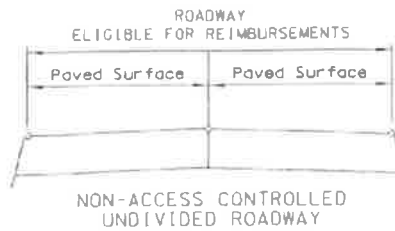


FIGURE 1A

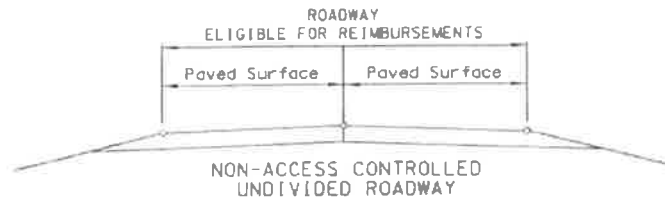


FIGURE 1B

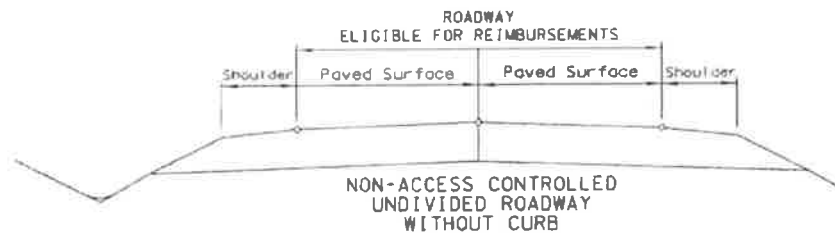


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES  
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

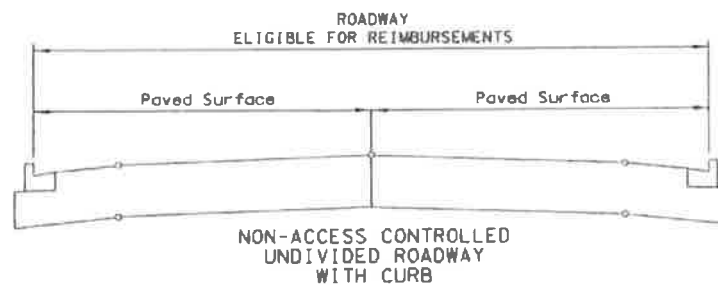


FIGURE 1D

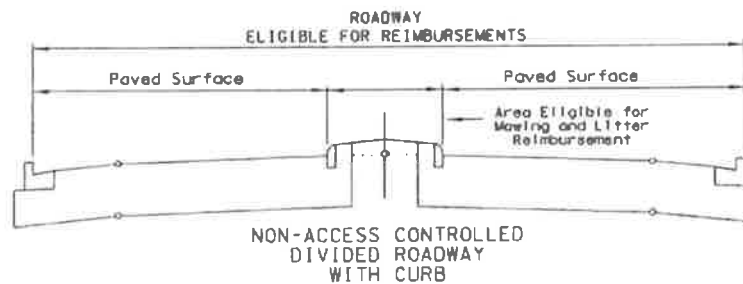


FIGURE 1E

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

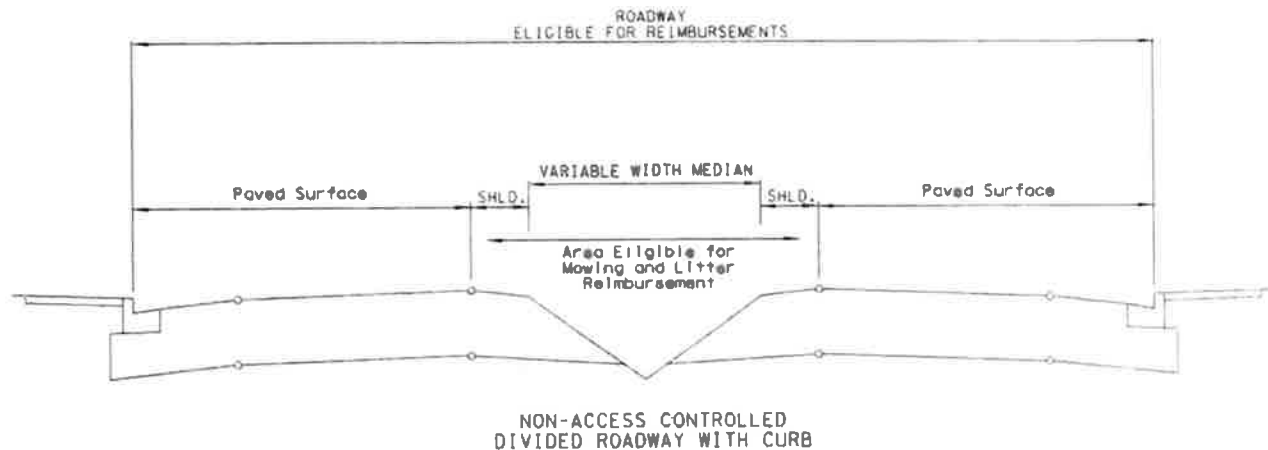


FIGURE 1F

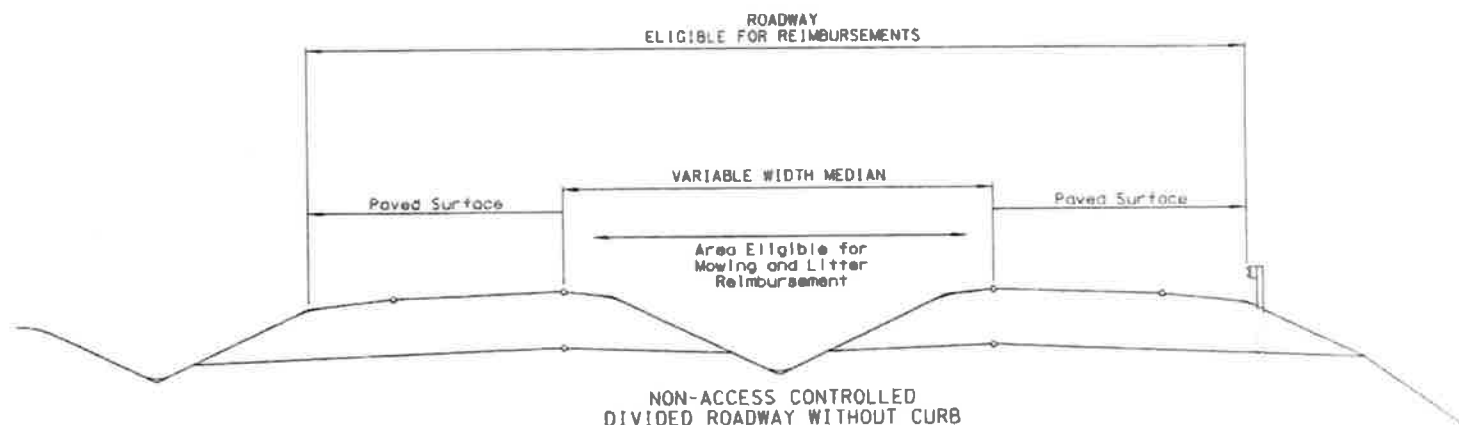


FIGURE 1G

NOTE:  
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES  
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

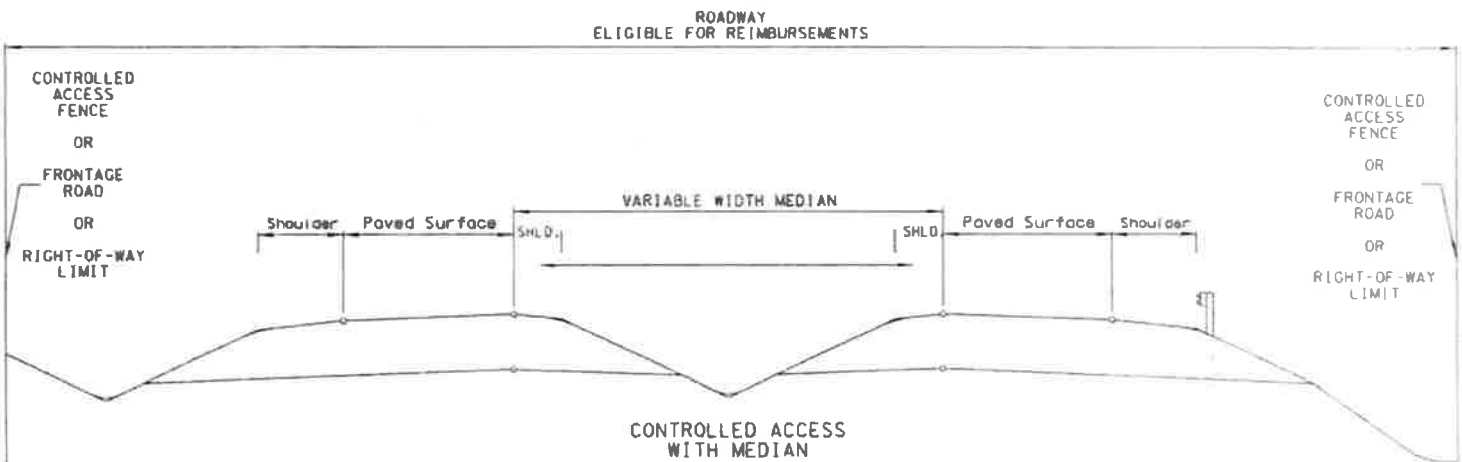


FIGURE 2A

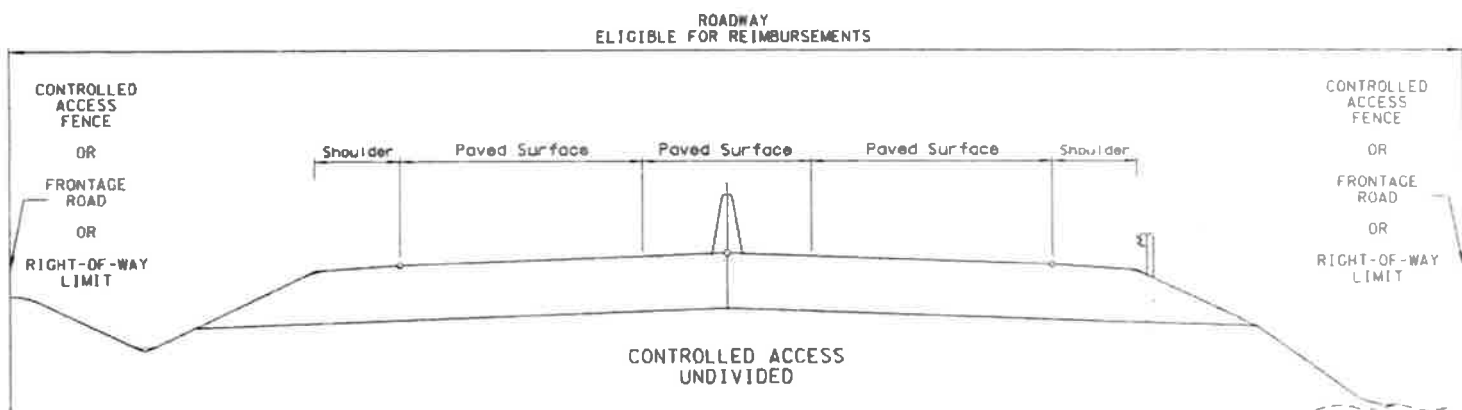


FIGURE 2B



**"EXHIBIT B"**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2020-2021 FISCAL YEAR**

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEEPER, TRUCK MOUNTED	55.89	HR
18	SWEEPER, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEEPER	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

**"EXHIBIT B"**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2020-2021 FISCAL YEAR**

	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR

**"EXHIBIT B"**

**CITY OF KINGSPORT**

**MAXIMUM ALLOWABLE LABOR RATES**

**(To be supplied by the City at this time)**

**Beginning July 1, 2020 and ending June 30, 2021**

<b>Job Title Classification</b>	<b>Low Rate</b>	<b>High Rate</b>

**“EXHIBIT B”**  
**CITY OF KINGSPORT**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2020-2021 FISCAL YEAR**

**LABOR RATES**

**Beginning July 1, 2020 and ending June 30, 2021**

<b>Job Title Classification</b>	<b>Low Rate</b>	<b>High Rate</b>
<b>Maintenance Helper</b>	<b>\$10.73</b>	<b>\$15.46</b>
<b>Maintenance Worker</b>	<b>11.55</b>	<b>16.65</b>
<b>Refuse/Dump Truck Driver</b>	<b>12.44</b>	<b>17.93</b>
<b>Traffic Maintenance Technician</b>	<b>13.39</b>	<b>19.31</b>
<b>Equipment Operator</b>	<b>13.39</b>	<b>19.31</b>
<b>Traffic Signal Technician</b>	<b>14.43</b>	<b>20.79</b>
<b>Heavy Equipment Operator</b>	<b>14.43</b>	<b>20.79</b>
<b>Crew Leader</b>	<b>17.15</b>	<b>24.72</b>
<b>Foreman</b>	<b>18.47</b>	<b>26.62</b>
<b>Streets Supervisor</b>	<b>20.38</b>	<b>29.38</b>

- 1. NOTE: WHERE EMPLOYEES MIGHT BE REQUIRED TO WORK IN AN OVERTIME STATUS, REIMBURSEMENT WILL BE MADE AT TIME AND ONE-HALF (1.5 TIMES EMPLOYEE’S BASE RATE OF PAY).**
- 2. NOTE: A FEE OF 30% FRINGE BENEFITS WILL BE CHARGED TO THE ABOVE LABOR PERFORMANCE RATES.**



## AGENDA ACTION FORM

### Apply for and Receive Libraries Lead with Digital Skills Grant for the Library

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

Action Form No.: AF-126-2020  
 Work Session: May 18, 2020  
 First Reading: N/A

Final Adoption: May 19, 2020  
 Staff Work By: Chris Markley  
 Presentation By: Chris McCartt

### Recommendation:

Approve the Resolution.

### Executive Summary:

This grant by PLA and Grow With Google will provide the Library with \$2000 to support Library programming and enhance programming for Job Seekers offered by the Library.

There is no required fund match.

### Attachments:

1. Resolution

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LIBRARIES LEAD WITH DIGITAL SKILLS GRANT THROUGH GROW WITH GOOGLE AND THE PUBLIC LIBRARY ASSOCIATION

WHEREAS, the city, through the Kingsport Public Library, would like to apply for a Libraries Lead with Digital Skills grant through the Public Library Association and Grow With Google which will support Library programming and enhance programming for Job Seekers offered by the Library; and

WHEREAS, the maximum amount of the grant award is \$2,000.00, and there is no local match required.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Libraries Lead with Digital Skills grant through the Public Library Association and Grow With Google in the amount of \$2,000.00, which will require no local 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 19<sup>th</sup> day of May, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### Apply for and Receive LSTA Technology Grant for the Library

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

Action Form No.: AF-127-2020  
Work Session: May 18, 2020  
First Reading: N/A

Final Adoption: May 19, 2020  
Staff Work By: Chris Markley  
Presentation By: Chris McCartt

### Recommendation:

Approve the Resolution.

### Executive Summary:

This grant by the Tennessee State Library and Archives will provide an opportunity for the Library to update and add to the technology that is available at the Library for use by the staff and public. The grant will be used to the purchase of 7 laptops, 1 desktop, a printer for the laptop lab, and 2 iPads. The laptops will be used to begin a refresh cycle to update the laptops used by patrons in digital skill classes and during Job Lab. The desktop will be used in the Makerspace with the Circuit. The printer with the laptop lab will allow patrons to print while using the laptop lab and not have to leave the class to print. The iPads will be used for mobile circulation both in the building and at outreach and will be available for programming.

This grant requires a 50% match of funds. The Friends of the Kingsport Public Library will provide the matching funds.

### Attachments:

1. Resolution

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

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

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

WHEREAS, the city, through the Kingsport Public Library, would like to apply for a technology grant from the Tennessee State Library and Archives to update and add to the technology available at the library for use by staff and public; and

WHEREAS, the grant will be used to the purchase of 7 laptops, 1 desktop, a printer for the laptop lab, and 2 Ipads; and

WHEREAS, the grant is in the amount of up to \$20,000.00 and requires a fifty percent (50%) match of funds which will be made available from the Friends of the Kingsport Public Library.

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 technology grant from the Tennessee State Library in the amount of up to \$20,000.00, and requires a fifty percent (50%) match, which will be paid for by the Friends of the Kingsport Public Library.

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 19<sup>th</sup> day of May, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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