



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, August 17, 2020, 4:30 p.m.
City Hall, 225 W. Center St., Council Room**

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. Paving Update – Ryan McReynolds
5. NETWORKS / Regionalism Update – Clay Walker & Bill Sumner
6. Review of Items on August 18, 2020 Business Meeting Agenda
7. Adjourn

Next Work Session August 31

BMA Report, August 17, 2020



Kingsport Employee Wellness, George DeCroes

	01/01/2020 – 07/31/2020	08/01/2020 – 08/10/2020
Total Utilization	84.1%	84.8%
City – Active Employees	62.3%	59.4%
City – Dependents	33.1%	31.9%
City – Retirees	0.7%	0.0%
Extended-Patient Services/Other	0.1%	3.1%
Work Comp	0.4%	1.7%
No Show	3.4%	3.9%

Worker's Compensation, Mike Billingsley

For the month of July 2020, the city had two recordable worker's compensation claims that involved lost time or restricted duty. Of the two claims involved, both are restricted duty.

City of Kingsport

August 18, 2020

Project Status in Pictures

1 West Kingsport Force Main

Currently, crews are completing the exterior masonry work on the building structure.

3 Dry Hollow Branch Creek Crossing

Part of the Force Main project, this work includes the installation of pipe under the creek crossing.

2 Sustainable Paving: Area 11

Milling and leveling on streets for paving continue in the Sevier Terrace area.

4 New City Hall

The new board room has chairs and the other office spaces on the 3rd floor have received some furniture.



Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.
\$6,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	City staff working on ROW phase. Utility coordination also continues.
\$5,963,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	12/31/2020	Wet well pre-work inspection complete - results favorable. FM E/I/B continues down Greenbelt. Demo still ongoing inside pump station.
\$3,500,000.00	Michael Thompson	Island Road Improvements from SR-126 to Kingsport City Limits	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 still working on NEPA document.
\$2,888,300.00	Niki Ensor	Wastewater Facilities SCADA/Telemetry Project	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.	9/13/2020	Progress meeting held 7/30/20. CDM Smith will begin walk through of WWTP and remote sites for substantial completion.
\$2,508,812.00	Niki Ensor	WWTP Electrical Improvements	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	5/18/2021	Progress meeting held 7/16/20. Submittals are under review.
\$2,500,000.00	Michael Thompson	2021 Main Road Paving (MTPO Funded)	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	NEPA documents submitted to TDOT on 7/6/2020.
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	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	Ryan McReynolds	City Hall Relocation - Phase 2	Renovations of floors 1 & 2 for the consolidation of City offices to one location at 415 Broad Street.	12/23/2020	First floor door frames installation starting this week.
\$1,477,741.00	Chad Austin	Phase 5 Water Improvements	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.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	Current Status
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	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 has been given survey data for West Park Development. Needs as built survey data. Still working on NEPA
\$1,000,000.00	Michael Thompson	Area 11b Asphalt Paving	Paving of asphalt streets in Upper Sevier Terrace (area between Fairview, W. Stone Drive, Lynn Garden Dr)	10/30/2020	W&L will pave Fairview Avenue beginning 8/10. City is already underway paving remaining streets.
\$937,442.00	Kitty Frazier	Kingsport Greenbelt - Eastern Extension - Phase 1 (2019-C6)	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]	8/25/2020	Grading nearing completion. Retaining walls construction continues.
\$873,345.88	Chad Austin	2019 I & I Sewer Rehab/Replacement	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 return the first week of September to continue construction.
\$699,000.00	Niki Ensor	Hillcrest & Allandale Water Storage Tank Rehabilitation	Will be a partial rehabilitation Allandale tank and a full rehabilitation of Hillcrest Tank.	9/30/2020	Akkabake Tank is back on line. Hillcrest Tank is still in sanblasting phase along with replacing deteriorated interior roof steel beams.
\$670,291.15	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	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]	5/28/2021	Work is anticipated to begin near the first of September.
\$464,703.10	Chad Austin	Border Regions Sanitary Sewer Extension - Tri Cities Crossing Area	Sanitary sewer extension in the vicinity of the Tri Cities Crossing proposed development	9/1/2020	Directional bore complete. 8" Pipe installed in bore.
\$461,607.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	5/28/2021	Work is anticipated to begin near the first of September.
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	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.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	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
\$197,791.00	Kitty Frazier	Riverfront Parking Facility	Construction of a 23 space parking lot on the south side of Industry Drive.	11/24/2020	Preconstruction conference was held on July 30. Grading/earthwork to begin week of August 10.
\$135,715.47	Kitty Frazier	Preston Forest Park - Trails and Parking Improvements	Construction of parking and trails in Preston Forest Park.	8/31/2020	Paving is complete. Cleanup, seeding, landscaping, and punch list remains.

Status Updates on Active Projects sorted by Completion Date

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, August 18, 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 – Led by New Vision Youth

II.B. INVOCATION – Pastor Tiger Brooks, Indian Springs Baptist Church

III.A. ROLL CALL

III.B. A determination by the board that meeting electronically with limited 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

1. Keep Kingsport Beautiful Beautification Awards – Sharon Hayes

IV.B. APPOINTMENTS

1. Appointments to the Public Art Committee (AF: 221-2020) (Mayor Shull)
 - Appointments

V. APPROVAL OF MINUTES

1. Work Session – August 3, 2020
2. Business Meeting – August 4, 2020
3. Called Meeting – August 11, 2020

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Public Hearing and Resolution to Annex and Adopt a Plan of Service for the Bell Ridge Road Annexation and an Ordinance to Amend Zoning (AF: 203-2020) (Elizabeth Poczobut)
 - Public Hearing
 - Resolution - Annexation
 - Ordinance – First Reading
 - Resolution – Plan of Services
2. Public Hearing and Resolution to Annex and Adopt a Plan of Service for the Cooks Valley Road Annexation and an Ordinance to Amend Zoning (AF: 204-2020) (Elizabeth Poczobut)
 - Public Hearing
 - Resolution - Annexation
 - Ordinance – First Reading
 - Resolution – Plan of Services

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

None

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend Zoning of 977 Mitchell Road from A-1 (Agricultural District) to R-1B (Residential District) (AF: 213-2020) (Ken Weems)
 - Ordinance – Second Reading and Final Adoption
2. Vacate Portion of Former Cleek Road Right-Of-Way Adjacent to Orebank Road (AF: 177-2020) (Savannah Garland)
 - Ordinance – Second Reading and Final Adoption

3. Accept the Improve Act Funds from the Tennessee Department of Transportation to Construct a Public Transit Garage (AF: 206-2020) (Chris Campbell)
 - Ordinance – Second Reading and Final Adoption
4. Budget Adjustment Ordinance to Amend Various Project Fund Budgets in FY21 (AF: 214-2020) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Agreement with Walter State Community College and the City of Kingsport (AF: 220-2020) (Scott Boyd)
 - Resolution
2. Contract with Consulting Firm AECOM for Development of Kingsport Area Long-Range Transportation Plan (AF: 219-2020) (Ryan McReynolds)
 - Resolution
3. Amend Contract with Mark III to Extend One More Year (AF: 218-2020) (George DeCroes)
 - Resolution
4. Purchase Water Meters for Advanced Metering Infrastructure (AMI) Upgrade (AF: 211-2020) (Ryan McReynolds)
 - Resolution
5. Approve Permit for a Carnival to Operate Temporarily at 4540 University Boulevard (AF: 224-2020) (Ken Weems)
 - Resolution
6. Execute an Agreement with Frontier Health for Counseling Services for Kingsport City Schools (AF: 225-2020) (David Frye)
 - Resolution

VII. CONSENT AGENDA

1. Approve National Register Nomination for the Kingsport Hosiery Mills (AF: 223-2020) (Savannah Garland)
 - Resolution
2. Data Use Agreement for the Regional Integrated Transportation Information System (RITIS) (AF: 212-2020) (Ryan McReynolds)
 - Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN



AGENDA ACTION FORM

Appointments to the Public Art Committee

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

Action Form No.: AF-221-2020
 Work Session: August 17, 2020
 First Reading: N/A

Final Adoption: August 18, 2020
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to appoint Lynn James and to reappoint Suzanne Barrett Justis to the Public Art Committee. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with no term limits. The committee is comprised of eight (8) members who may be considered from the Arts Council of Greater Kingsport, Downtown Kingsport Association and the Parks and Recreation Advisory Committee, in addition to one at-large member from the community.

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Suzanne Barrett Justis	12/31/20	Fulfilling Unexpired Term	At-large
Shelburne Ferguson	7/31/21	1	At-large
Joshua Reid	7/31/21	1	At-large
Brad Hoover	7/31/22	4	Parks & Rec. Rep.
Chrissy Idlette	7/31/20	1	At-large
Bruce Shine	7/31/22	6	At-large
Joe Zoeller	7/31/22	1	Art Organization Rep.
Laura Feagins	7/31/21	1	At-large

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Suzanne Barrett Justis	7/31/23	1	At-large
Shelburne Ferguson	7/31/21	1	At-large
Joshua Reid	7/31/21	1	At-large
Brad Hoover	7/31/22	4	Parks & Rec. Rep.
Lynn James	7/31/23	1	At-large
Bruce Shine	7/31/22	6	At-large
Joe Zoeller	7/31/22	1	Art Organization Rep.
Laura Feagins	7/31/21	1	At-large

Attachments:

1. Lynn James Bio

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



LYNN S. JAMES

Relationship Manager
Sr. Vice President
ljames@bankoftennessee.com

OFFICE

301 E. Center Street
Kingsport, TN 37660
Office: 423.857.2202
Cell: 423.765.5065
Fax: 423.378.9540

BANK OF TENNESSEE

- 31 years with Bank of Tennessee
- 2014 Leadership Kingsport

COMMUNITY

- Board member Downtown Kingsport Association
- 2012 to 2019 Champion Club-Alzheimers Association
- 2012 & 2013 American Heart Association Circle of Red member
- Member Finance Ministry Celebration Church
- Sponsor "Courageous" Kingsport Carousel

EDUCATION

- Graduate of Tennessee Consumer Credit School
- Graduate of Wachovia's Commercial Lending School

OUR TEAM

Kingsport Market President

Craig S. Denison
Office: 423..857.2217
Email: cdenison@bankoftennessee.com

Relationship Manager Associate

Lisa Hensley
Office: 423.8572211
Email: lhensley@bankoftennessee.com

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Community
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Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, August 3, 2020, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Vice-Mayor Colette George

Alderman Jennifer Adler (via zoom call)

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Tommy Olterman

Alderman James Phillips

City Administration

Chris McCartt, City Manager

J Michael Billingsley, City Attorney

Lisa Winkle, City Treasurer

Angie Marshall, City Clerk/Deputy City Recorder

Ken Weems, Planning Manager

Jessica Harmon, Assistant to the City Manager

Scott Boyd, Fire Chief

David Quillin, Police Chief (via zoom call)

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
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. **TRANSIT UPDATE.** Chris Campbell presented this item pointing out they were in Phase 2 of Transit Storage. He also provided details on Item VI.B.1 regarding the construction of the new garage for maintenance. There was some discussion as he answered questions from the board members.
5. **REVIEW OF AGENDA ITEMS ON THE AUGUST 4, 2020 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VI.A.1 Amend Zoning of Parcels 21, 22, 23 and 24, Tax Map 61D Located Off East Center Street from B-3 (Highway Oriented Business District) to R-3 (Low Density Apartment District) (AF: 212-2020). Ken Weems presented this item, stating it was owner requested. He noted they had received some negative comments from the public regarding a similar project nearby. However, the Planning Commission did vote to send a positive recommendation to the BMA at their July meeting. Vice-Mayor George noted she would be abstaining from this vote.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, August 3, 2020**

VI.A.2 Amend Zoning of 977 Mitchell Road from A-1 (Agricultural District) to R-1B (Residential District) (AF: 213-2020). Ken Weems noted this property was annexed nine years ago as part of the Border Regions. He stated the single family home will be razed and the property subdivided into nine single family homes.

VI.B.1 Accept the Improve Act Funds from the Tennessee Department of Transportation to Construct a Public Transit Garage (AF: 206-2020). See Item 4.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:24 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, August 4, 2020, 7:00 PM
Large Court Room – City Hall

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

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

II.B. INVOCATION: Pastor Rick Meade, Lynn Garden Baptist Church.

III.A. ROLL CALL: By Deputy City Recorder Winkle. 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.

1. Proclamation - National Farmers Market Week - Alderman Phillips recognized Kristie Leonard.
2. Kingsport City Schools' Reopening Plan – Superintendent Dr. Jeffrey Moorhouse discussed how school will reopen virtually this year in response to COVID-19. He confirmed for the board that the emergency software purchase that was brought before the last meeting was successfully purchased and has been implemented for use by the students.

IV.B. APPOINTMENTS/REAPPOINTMENTS.

(Note: These items are considered under one motion.)

Motion/Second: George/Adler, to approve:

1. **Appointment to the Neighborhood Advisory Commission**
(AF: 207-2020) (Mayor Shull).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 4, 2020**

Pass:

APPOINTMENT OF ANITRA LITTLE TO FULFILL THE UNEXPIRED TERM OF ANGELA BRAAN WHO HAS RESIGNED AND TAMMY FANNON TO FULFILL THE UNEXPIRED TERM OF WALLACE GRILLS WHO IS DECEASED ON THE **NEIGHBORHOOD ADVISORY COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON DECEMBER 31, 2020.

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

2. Appointments/Reappointments to the Parks and Recreation Advisory Committee (AF: 208-2020) (Mayor Shull).

Pass:

APPOINT TONY WILLIAMS AND REAPPOINT PETER LODAL AND JEFF WALKER TO SERVE THREE-YEAR TERMS ON THE **PARKS AND RECREATION ADVISORY COMMITTEE** EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 31, 2023.

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

V. APPROVAL OF MINUTES.

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

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

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

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

~~1. Amend Zoning of Parcels 21, 22, 23 and 24, Tax Map 61D Located Off East Center Street from B-3 (Highway Oriented Business District) to R-3 (Low Density Apartment District) (AF: 212-2020) (Ken Weems).~~ This item was withdrawn on August 4, 2020.

2. Amend Zoning of 977 Mitchell Road from A-1 (Agricultural District) to R-1B (Residential District) (AF: 213-2020) (Ken Weems).

PUBLIC COMMENT ON ITEM VI.A.2. None.

Motion/Second: George/Cooper, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ON MITCHELL ROAD FROM A-1, AGRICULTURAL DISTRICT, TO R-1B, RESIDENTIAL DISTRICT IN THE 14TH CIVIL DISTRICT OF

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SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye.”

3. Approve 2020-2024 Consolidated Plan and 2020 Annual Action Plan (AF: 209-2020) (Ken Weems).

PUBLIC COMMENT ON ITEM VI.A.3. None.

Motion/Second: Duncan/Cooper, to pass:

Resolution No. 2021-024, A RESOLUTION APPROVING THE NORTHEAST TENNESSEE/VIRGINIA HOME CONSORTIUM HUD CONSOLIDATED FIVE YEAR STRATEGY 2020-2024 CONSOLIDATED PLAN AND THE KINGSFORT 2020 ANNUAL ACTION PLAN FOR THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

Motion/Second: Olterman/Duncan, to pass:

Resolution No. 2021-025, A RESOLUTION APPROVING A POLICY PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Passed: All present voting “aye.”

Motion/Second: Phillips/Olterman, to pass:

Resolution No. 2021-026, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT THROUGH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Passed: All present voting “aye.”

4. Vacate Portion of Former Cleek Road Right-of-Way Adjacent to Orebank Road (AF: 177-2020) (Savannah Garland).

PUBLIC COMMENT ON ITEM VI.A.3. None.

Motion/Second: George/Phillips, to pass:

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY NAMED OLD CLEEK ROAD LOCATED OFF OF CLEEK ROAD SITUATED IN THE CITY OF KINGSFORT, TENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye.”

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Accept the Improve Act Funds from the Tennessee Department of Transportation to Construct a Public Transit Garage (AF: 206-2020) (Chris Campbell).

Motion/Second: Olterman/George, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2021; 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.”

2. Budget Adjustment to Amend Various Project Fund Budgets in FY21 (AF: 214-2020) (Chris Campbell).

Motion/Second: Duncan/Adler, to pass:

AN ORDINANCE TO AMEND BAYS MOUNTAIN PARK COMMISSION FUND, GENERAL PROJECT FUND, AND GENERAL PROJECTS SPECIAL REVENUE FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2021; 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. Budget Adjustment for the General Fund and Fleet Fund in FY20 (AF: 178-2020) (Chris McCartt).

Motion/Second: George/Phillips, to pass:

ORDINANCE NO. 6880, AN ORDINANCE TO AMEND GENERAL FUND AND FLEET FUND BUDGETS 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.”

2. Budget Adjustment for Various Funds in FY21 (AF: 202-2020) (Chris McCartt).

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Motion/Second: George/Cooper, to amend:

“Section IV...and Section V...as shown in the copy of the ordinance provided to each board member.”

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

Motion/Second: Olterman/Duncan, to pass as amended:

ORDINANCE NO. 6881, AN ORDINANCE TO AMEND VARIOUS PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2021; 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. Establish a Community Development Advisory Committee
(AF: 210-2020) (Ken Weems).

Motion/Second: George/Phillips, to pass:

Resolution No. 2021-027, A RESOLUTION CREATING THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE, ESTABLISHING ITS PURPOSE, AUTHORITY, MEMBERSHIP, LENGTH OF TERMS, ORGANIZATION, MEETING REQUIREMENTS, APPOINTMENT OF SUBCOMMITTEES, AND OTHER MATTERS PERTAINING TO THE COMMITTEE.

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

2. Bid Award for Aquatic Center Furniture (AF: 187-2020) (Chris McCartt).

Motion/Second: Olterman/George, to pass:

Resolution No. 2021-028, A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF FURNITURE FOR THE NEW OUTDOOR POOL DECK AND PAVILION AT THE KINGSPORT AQUATIC CENTER TO WORKSPACE INTERIORS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

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

3. Agreement with Edgenuity for Odysseyware for Kingsport City Schools, Ratifying the Mayor’s Signature on the Agreement (AF: 215-2020) (David Frye). This agreement is in response to the emergency purchase requested from Superintendent Moorhouse and Procurement Manager Ramey via a letter presented to the board at the 7/21/2020 BMA meeting. The product, which is virtual in nature, has been received, is being utilized and paid for at the cost of \$103,995.00.

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Motion/Second: Phillips/Adler, to pass:

Resolution No. 2021-029, A RESOLUTION APPROVING AN AGREEMENT WITH EDGENUITY, RATIFYING THE MAYOR'S SIGNATURE ON THE AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OF THIS RESOLUTION

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

4. Authorize the Purchase of Chromebooks and Chromebook Tablets from FireFly Computers, LLC for Kingsport City School System (AF: 216-2020) (David Frye, Tony Robinson).

Motion/Second: Duncan/George, to pass:

Resolution No. 2021-030, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO FIREFLY COMPUTERS, LLC. FOR 560 CHROMEBOOK TABLETS AND 402 CHROMEBOOKS FOR USE BY STUDENTS AT KINGSFORT CITY SCHOOLS

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

VII. CONSENT AGENDA. None

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. McCartt thanked Deputy City Manager Ryan McReynolds for filling in at the last meeting. He stated his appreciation for the board recognizing Farmers Market Week. Lastly he noted that although the Senior Center remains closed, there are some virtual events taking place and encouraged citizens to check them out on Facebook, Instagram and YouTube.
- B. MAYOR AND BOARD MEMBERS.** Alderman Adler provided information on the Neighborhood Commission meetings, noting they meet the last Thursday of the month. She also stated there were many opportunities to volunteer in the community on the United Way website. Alderman Duncan mentioned Visit Kingsport is still at work, commenting on an International Beauty Pageant last weekend at Meadowview that booked 700 nights and signed for three years. He also thanked Dr. Moorhouse and Todd Golden, pointing out that everyone wants what is best for the welfare of the kids. Alderman Cooper stated she appreciated the Board of Education, knowing they had to make a tough decision. She also mentioned the upcoming groundbreaking for the Kingsport Isaiah 1:17 House. Alderman Phillips also thanked Dr. Moorhouse and Mr. Golden, noting this is really a no win situation and we can't lose sight of keeping kids safe in school. He also mentioned that former Alderman Joe

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Begley lost his father last week and offered his condolences. Alderman Olterman thanked Dr. Moorhouse and Mr. Golden for sharing tonight. Vice-Mayor George encouraged citizens to vote Thursday. She also stated everybody wants the kids to be back in school and we all need to do what we can to make that happen. Mayor Shull reminded citizens that the BMA is concerned with anything the public is concerned about, but pointed out the Board of Education is a separate elected body and the BMA does not have the authority to overturn any decisions they make.

- C. VISITORS.** Michelle Estes, Danielle Folkner, Rob Estes, Joe May, and Jayne Chorvat made comments regarding the schools reopening plan, asking for face to face learning rather than virtual. Todd Golden spoke on behalf of the Board of Education.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 9:30 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Called Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, August 11, 2020, 11:00 AM
Council Room – City Hall

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

City Administration
Chris McCartt, City Manager
J Michael Billingsley, City Attorney
Lisa Winkle, Deputy City Recorder/Treasurer
Angie Marshall, City Clerk/Deputy City Recorder
Ryan McReynolds, Deputy City Manager (via zoom call)
David Quillin, Police Chief (via zoom call)
Scott Boyd, Fire Chief
John Morris, Budget Director
Jessica Harmon, Assistant to the City Manager
Ken Weems, Planning Manager.
Clay Walker, NETWORKS
Craig Denison (via zoom call)
Joel Conkin (via zoom call)
Elaine Bodenweiser (via zoom call)

- I. **CALL TO ORDER:** 11:00 a.m., by Mayor Patrick W. Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Ken Weems, Planning Manager.
- II.B. **INVOCATION:** Alderman Betsy Cooper.
- III. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Alderman Olterman.
- 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.
Mayor Shull made this declaration and each alderman verbally affirmed.
- V. **OTHER BUSINESS.**
 - 1. **Authorize the Industrial Development Board of the City of Kingsport, Tennessee to Execute a Payment in Lieu of Tax (PILOT) Provision and the Transfer of Real Property to the Industrial Development Board from the City of**

**Minutes of the Called Business Meeting of the Board of Mayor and Aldermen
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Kingsport (AF: 222-2020). City Manager McCartt presented this item, providing details on this item, noting DOMTAR would be switching product types but has been a part of the community since 1916. He provided further details on the proposed land swap, the PILOT agreement stipulations, the estimated economic impact on the community and the needed transportation improvements to be provided by TDOT. He provided a timeline for the skate park as well as the impact to local taxes in response to Alderman Adler. The other aldermen thanked staff and NETWORKS for their hard work and long hours on this project. Mayor Shull gave a special thanks to DOMTAR.

Motion/Second: George/Cooper, to pass:

Resolution No. 2021-031, A 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, INCLUDING THE ACQUISITION AND DISPOSITION OF REAL PROPERTY FOR SUCH PURPOSES; AUTHORIZING SUCH AGREEMENTS AS MAY BE NEEDED TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; EXPRESSING THE INTENT OR TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE APPROPRIATING FUNDS TO EFFECTUATE THIS RESOLUTION, IF NEEDED; AND TO FIX THE EFFECTIVE DATE THIS RESOLUTION

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

VI. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 11:41 a.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Public Hearing and Resolution to Annex and Adopt a Plan of Service for the Bell Ridge Road Annexation and an Ordinance to Amend Zoning

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

Action Form No.: AF-203-2020
 Work Session: August 17, 2020
 First Reading: August 18, 2020

Final Adoption: September 1, 2020
 Staff Work By: Elizabeth Poczubut
 Presentation By: Elizabeth Poczubut

Recommendation:

- Hold public hearing
- Approve resolution for the Bell Ridge Road Annexation
- Approve ordinance amending the zoning ordinance for the Bell Ridge Road Annexation
- Approve resolution adopting a plan of services for the annexation area

Executive Summary:

This is an owner-requested annexation of approximately 0.30 acres located at 718 Bell Ridge Road. The current county zone for the parcel is R-1 (Low Density Residential). The proposed city zone for the area is R-1B (Single Family Residential District). The applicant is requesting annexation to take advantage of city sewer. During their July regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to the Board in support of the annexation, zoning, and plan of services for the site. The notice of public hearing was published on August 3, 2020.

Attachments:

1. Annexation Resolution
2. Zoning Ordinance
3. Plan of Services Resolution
4. Notice of Public Hearing
5. Staff Report

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

RESOLUTION NO. _____

A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 12th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE BELL RIDGE ROAD ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, a public hearing before the board of the City of Kingsport, Tennessee, was held on the 18th day of August 2020, and notice thereof published in the Kingsport Times-News on the 3rd day of August 2020; and

WHEREAS, the board of mayor and aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

WHEREAS, the annexation of such property is deemed necessary for the welfare of the residents and property owners thereof and the city as a whole; and

WHEREAS, pursuant to *Tenn. Code Ann.* § 6-51-104(a) the property owners of the affected territory have requested annexation of their property by the City of Kingsport by submitting written consent signed by the property owners to the city; and

WHEREAS, a plan of services for this area was adopted by resolution on the 18th day of August 2020, as required by *Tenn. Code Ann.* § 6-51-102, *et seq.*

Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, AS FOLLOWS:

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 *et seq.* and upon written consent signed by the property owners in the affected territory submitted to the city there is hereby annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 12 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a fence post on the southeasterly side of River Road said post being Gott and Gilliam corner; thence running along the southeasterly side of the River Road S 54° 30' W. 100 feet to a stake; thence leaving said road and running a new line S. 44° 30' E. 150.5 feet to a stake; thence N. 54° 30' E. 100 feet to a fence post the same being Gott and Gilliam's corner; thence running along the Gilliam line N. 44° 30' W. 150.5 feet to the point of BEGINNING, and being all of Tax Map 012N , Group A, C-Map 029C, Parcel 020.00 as shown on the August 2019 Sullivan County Tax Maps.

SECTION II. That this resolution shall take effect thirty (30) days from and after the date of its adoption, the public welfare of the citizens of Kingsport, Tennessee requiring it.

ADOPTED this the 18th day of August 2020.

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BLL RIDGE ROAD FROM COUNTY R-1, LOW DENSITY RESIDENTIAL DISTRICT, TO R-1B, RESIDENTIAL DISTRICT IN THE 12TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Bell Ridge Road from County R-1, Low Density Residential District, to R-1B, Residential District in the 12th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a fence post on the southeasterly side of River Road said post being Gott and Gilliam corner; thence running along the southeasterly side of the River Road S 54° 30' W. 100 feet to a stake; thence leaving said road and running a new line S. 44° 30' E. 150.5 feet to a stake; thence N. 54° 30' E. 100 feet to a fence post the same being Gott and Gilliam's corner; thence running along the Gilliam line N. 44° 30' W. 150.5 feet to the point of BEGINNING, and being all of Tax Map 012N , Group A, C-Map 029C, Parcel 020.00 as shown on the August 2019 Sullivan County Tax Maps.

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

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

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 _____

RESOLUTION NO. ____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
718 BELL RIDGE ROAD ANNEXATION OF THE CITY OF
KINGSPORT, TENNESSEE

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed 718 Bell Ridge Road annexation was submitted to the Kingsport Regional Planning Commission on July 23, 2020, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held August 18, 2020; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of fifteen (15) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on August 3, 2020; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 12th Civil District of Sullivan County, Tennessee, commonly known as the 718 Bell Ridge Road Annexation, said area being bounded and further described as follows:

BEGINNING at a fence post on the southeasterly side of River Road said post being Gott and Gilliam corner; thence running along the southeasterly side of the River Road S 54° 30' W. 100 feet to a stake; thence leaving said road and running a new line S. 44° 30' E. 150.5 feet to a stake; thence N. 54° 30' E. 100 feet to a fence post the same being Gott and Gilliam's corner; thence running along the Gilliam line N. 44° 30' W. 150.5 feet to the point of BEGINNING, and being all of Tax Map 012N , Group A, C-Map 029C, Parcel 020.00 as shown on the August 2019 Sullivan County Tax Maps.

WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area.

Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSFORT, TENNESSEE, AS FOLLOWS:

SECTION I. That a Plan of Services for the 718 Bell Ridge Road Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation resolution for the annexation area, the said Plan of Services to be as follows:

**718 Bell Ridge Road Annexation
Plan of Services**

1. Police Protection

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 116 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 358 mandatory and 72 other-than mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo 450 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo 480 hours of field officer training where they will work and be trained by designated training officers.

- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- G. The Kingsport Police Department currently maintains an approximate 5 minute average response time to emergency and urgent calls within the corporate limits.

2. Fire Protection

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.
- B. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- C. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- D. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- E. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

3. Water

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five (5) years after the effective date of annexation.
- C. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant has been the recipient of the EPA Partnership for Safe Drinking Water award for nine consecutive years.
- D. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. Electricity

Electric service in this area is currently under the jurisdiction of American Electric Power and is currently available.

5. Sanitary Sewer

- A. City of Kingsport sanitary sewer serves the annexation site. At properties where sewer services must be extended, the upgrades will be complete within five (5) years of the effective date of the annexation.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines to provide sewer service to our customers.

- D. The City of Kingsport Wastewater Treatment Plant recently experienced over 21 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements, and the Wastewater Treatment Plant is the recipient of multiple operations excellence awards.
- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

6. Solid Waste Disposal

Sanitation garbage (routine household refuse), trash (grass clippings, tree trimmings, bulky items), and recycling collection will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within thirty (30) days following the effective date of annexation. Members of the collection crews receive ongoing training in their fields. The City of Kingsport also owns and operates a demolition landfill that residents can use for a fee. That landfill is supervised by a SWANA certified Manager of Landfill Operations. This supervisor also holds other certifications from SWANA and TDEC.

7. Public Road/Street Construction & Repair

- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.
- B. Cleaning of streets of snow and ice clearing will begin on the operative date of annexation on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.

- C. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.
- D. Routine Right of Way maintenance is also provided on the effective date of annexation. Tasks include Mowing, Tree Maintenance and Weed Control by certified personnel as needed to respond to routine maintenance requests and emergencies.
- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

8. Recreational Facilities

- A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc. on the effective date of annexation at City rates rather than out of City rates.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.
- D. The Department of Parks and Recreation has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General

meeting areas, multi-function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

9. Street Lighting

Within five years of the operative date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that AEP install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within five (5) years of the effective date of annexation.

10. Zoning Services

- A. The area will be zoned R-1B (Single Family Residential).
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

11. Schools

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.

The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

12. Traffic Control

The City will verify all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices.

13. Inspection Services

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. Animal Control

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

15. Storm Sewers

Maintenance of existing storm sewer systems within the public ROW is provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

16. Leaf Removal

The City will collect loose leaves with the vacuum truck between October 15 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

17. Litter Control

The City's litter control program will be extended to the area on the effective date of annexation. It is provided on a regular schedule along major routes and on an "as needed" basis throughout the City.

18. Graffiti Control

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

19. Other Services

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

SECTION II. This Resolution shall be effective from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of August, 2020.

ATTEST:

PATRICK W. SHULL, Mayor

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, August 18, 2020, to consider the annexation, zoning, and plan of services for the 718 Bell Ridge Road annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

BEGINNING at a fence post on the southeasterly side of River Road said post being Gott and Gilliam corner; thence running along the southeasterly side of the River Road S 54° 30' W. 100 feet to a stake; thence leaving said road and running a new line S. 44° 30' E. 150.5 feet to a stake; thence N. 54° 30' E. 100 feet to a fence post the same being Gott and Gilliam's corner; thence running along the Gilliam line N. 44° 30' W. 150.5 feet to the point of BEGINNING, and being all of Tax Map 012N , Group A, C-Map 029C, Parcel 020.00 as shown on the August 2019 Sullivan County Tax Maps.

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

CITY OF KINGSPORT

Angie Marshall, City Clerk/Deputy City Recorder

P1T: 08/03/2020

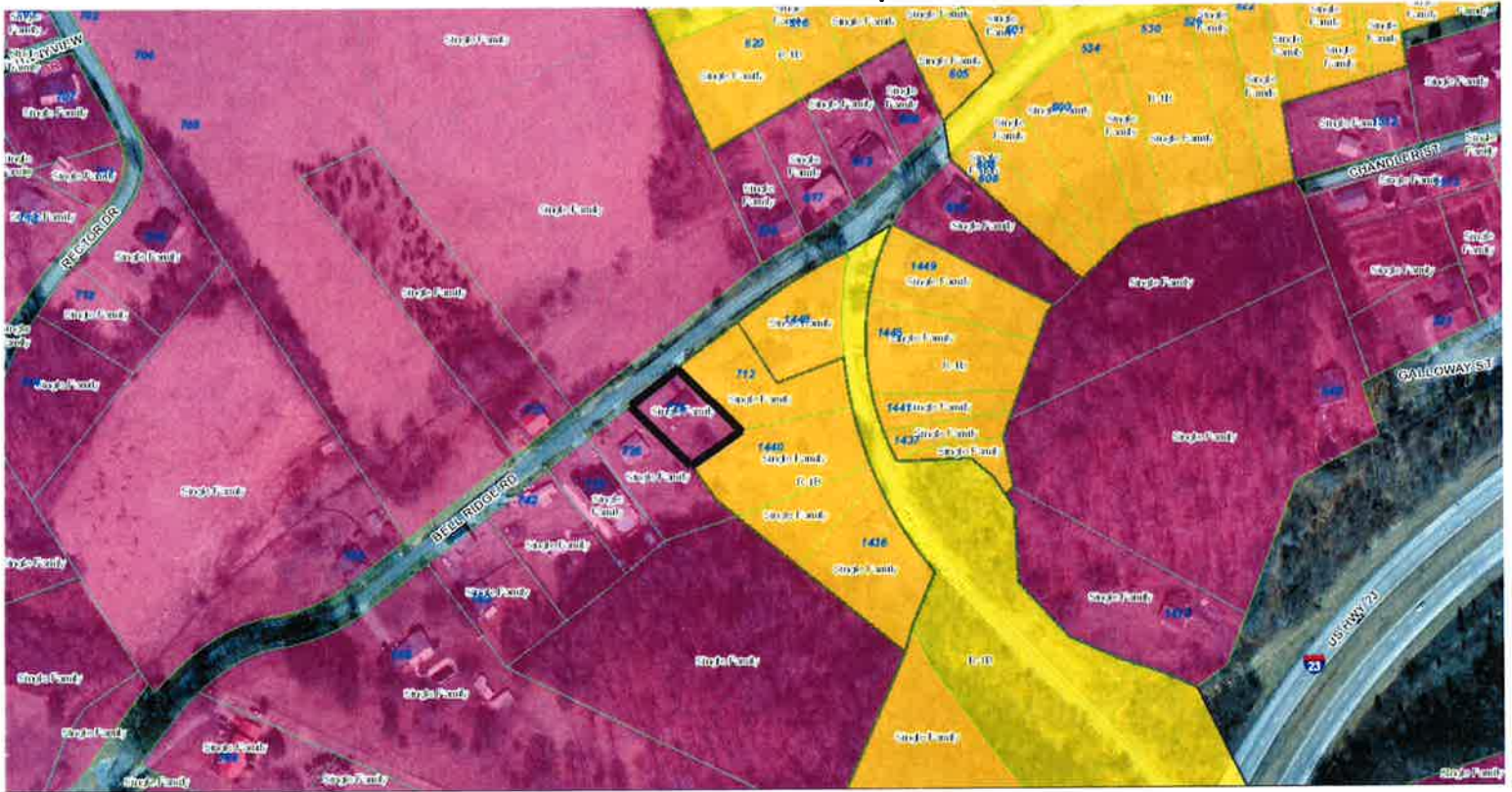
Kingsport Regional Planning Commission
Annexation Report

File Number 20-301-00003

Property Information	718 Bell Ridge Road Annexation		
Address	718 Bell Ridge Road		
Tax Map, Group, Parcel	012N A 029C 020.00		
Civil District	12 th		
Overlay District	n/a		
Land Use Plan Designation	Single Family Residential		
Acres	0.30 +/-		
Existing Use	Single Family	Existing Zoning	County R-1
Proposed Use	Single Family	Proposed Zoning	City R-1B
Owner Information		Owner Information	
Name: Jody & Elizabeth Winegar Address: 718 Bell Ridge Road City: Kingsport State: TN Zip Code: 37660 Email: jodywinegar@kingsporttn.gov Phone Number: 423.863.3481			
Planning Department Recommendation			
<p>RECOMMENDATION: APPROVAL to recommend the Annexation, Zoning, and Plan of Services to the BMA</p> <p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> <i>The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.</i> <i>It is reasonably necessary for the welfare of the residents and property owners of the affected territory.</i> <i>The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.</i> <i>Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.</i> <i>It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.</i> <p>Staff Field Notes and General Comments: This is a property owner-requested annexation submitted by Mr. & Mrs. Winegar. The reason for the request is due to the currently failing private subsurface sewage disposal system on the property. The property is currently served city water. The annexation proposal's projected revenues will exceed projected costs within seven years.</p>			
Planner:	Elizabeth Poczobut	Date:	June 15, 2020
Planning Commission Action		Meeting Date:	July 23, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

File Number 20-301-00003

Future Land Use Map



View of Annexation Site from Bell Ridge Road



View of Site in Proximity to City Limits



Cost

718 Bell Ridge Road

Cost Estimate/ tax records as of June 2020

Revenues	One Time	Reoccurring (annual)	
Property Taxes	X	\$445.99	\$86,600 appraisal
State Shared	X	\$300	\$100.00 x 3 residents
Stormwater	X	\$42	
Water & Sewer Rev (loss) *	\$1950	H2O: \$(312.72) Sewer: \$390.72	5,000 gallon/month avg (rate reductions) *Property currently on City water and Private SSDS*
Total	\$1950	\$865.99	

Expenses	One Time	Recurring (Annual)	
Operating Budget			
Police & Fire Service	0.00	0.00	
Transit Service	0.00	0.00	
Street Lighting	0.00	0.00	
Traffic Controls	0.00	0.00	
Streets & Sanitation	0.00	0.00	
Subtotal	0.00	0.00	
Capital Budget			
Water	0.00	0.00	
Sewer	\$5650	0.00	Pump & force main installation
Streets	0.00	0.00	
Subtotal	\$5650	0.00	
Grand Total	\$5650		

Google Earth Aerial



CONCLUSION

The Kingsport Planning Division recommends sending a favorable recommendation to the Board of Mayor and Alderman for the annexation, zoning, and Plan of Services for the Bell Ridge Road Annexation based on the following reasons:

- *The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.*
- *It is reasonably necessary for the welfare of the residents and property owners of the affected territory.*
- *The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.*
- *Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.*
- *It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.*



AGENDA ACTION FORM

Public Hearing and Resolution to Annex and Adopt a Plan of Service for the Cooks Valley Road Annexation and an Ordinance to Amend Zoning

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

Action Form No.: AF-204-2020
 Work Session: August 17, 2020
 First Reading: August 18, 2020

Final Adoption: September 1, 2020
 Staff Work By: Elizabeth Poczobut
 Presentation By: Elizabeth Poczobut

Recommendation:

- Hold public hearing
- Approve resolution for the Cooks Valley Road Annexation
- Approve ordinance amending the zoning ordinance for the Cooks Valley Road Annexation
- Approve resolution adopting a plan of services for the annexation area

Executive Summary:

This is an owner-requested annexation of approximately 7.09 acres located at 869 Cooks Valley Road. The current county zone for the parcel is R-1 (Low Density Residential). The proposed city zone for the area is R-1B (Single Family Residential District). The applicant is requesting annexation to take advantage of city schools and sewer. During their July regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to the Board in support of the annexation, zoning, and plan of services for the site. The notice of public hearing was published on August 3, 2020.

Attachments:

1. Annexation Resolution
2. Zoning Ordinance
3. Plan of Services Resolution
4. Notice of Public Hearing
5. Staff Report

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

RESOLUTION NO. _____

A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 07th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE COOKS VALLEY ROAD ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, a public hearing before the board of the City of Kingsport, Tennessee, was held on the 18th day of August 2020, and notice thereof published in the Kingsport Times-News on the 3rd day of August 2020; and

WHEREAS, the board of mayor and aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

WHEREAS, the annexation of such property is deemed necessary for the welfare of the residents and property owners thereof and the city as a whole; and

WHEREAS, pursuant to *Tenn. Code Ann.* § 6-51-104(a) the property owners of the affected territory have requested annexation of their property by the City of Kingsport by submitting written consent signed by the property owners to the city; and

WHEREAS, a plan of services for this area was adopted by resolution on the 18th day of August 2020, as required by *Tenn. Code Ann.* § 6-51-102, *et seq.*

Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, AS FOLLOWS:

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 *et seq.* and upon written consent signed by the property owners in the affected territory submitted to the city there is hereby annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 07 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at an iron pipe in the southerly side of Cook's Valley Road, distant 282.02 feet northeasterly from corner of Hyche Property, an original corner, thence with the side of said road, N. 50° 24' E. 68.23 feet to a point; thence continuing with the side of said road, N. 56° 18' E. 281.77 feet to an iron pipe, corner to Morley in the line of Little; thence with the line of Little, S. 46° 29' W. 358.38 feet to an iron pin, corner to Broyles in the line of Little; thence with the divisional line of Broyles, N. 30° 00' W. 910.11 feet to the point of BEGINNING, and being all of parcel 035.20, Tax Map 062 as shown on the August 2019 Sullivan County Tax Maps.

SECTION II. That this resolution shall take effect thirty (30) days from and after the date of its adoption, the public welfare of the citizens of Kingsport, Tennessee requiring it.

ADOPTED this the 18th day of August 2020.

PATRICK W. SHULL
Mayor

ATTEST:

SIDNEY H. COX
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG COOKS VALLEY ROAD FROM COUNTY R-1, LOW DENSITY RESIDENTIAL DISTRICT, TO R-1B, RESIDENTIAL DISTRICT IN THE 07TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Cooks Valley Road from County R-1, Low Density Residential District, to R-1B, Residential District in the 07th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at an iron pipe in the southerly side of Cook's Valley Road, distant 282.02 feet northeasterly from corner of Hyche Property, an original corner, thence with the side of said road, N. 50° 24' E. 68.23 feet to a point; thence continuing with the side of said road, N. 56° 18' E. 281.77 feet to an iron pipe, corner to Morley in the line of Little; thence with the line of Little, S. 46° 29' W. 358.38 feet to an iron pin, corner to Broyles in the line of Little; thence with the divisional line of Broyles, N. 30° 00' W. 910.11 feet to the point of BEGINNING, and being all of parcel 035.20, Tax Map 062 as shown on the August 2019 Sullivan County Tax Maps.

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

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

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 _____

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
869 COOKS VALLEY ROAD ANNEXATION OF THE CITY OF
KINGSPORT, TENNESSEE

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed 869 Cooks Valley Road annexation was submitted to the Kingsport Regional Planning Commission on July 23, 2020, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held August 18, 2020; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of fifteen (15) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on August 3, 2020; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 07th Civil District of Sullivan County, Tennessee, commonly known as the 869 Cooks Valley Road Annexation, said area being bounded and further described as follows:

BEGINNING at an iron pipe in the southerly side of Cook's Valley Road, distant 282.02 feet northeasterly from corner of Hyché Property, an original corner, thence with the side of said road, N. 50° 24' E. 68.23 feet to a point; thence continuing with the side of said road, N. 56° 18' E. 281.77 feet to an iron pipe, corner to Morley in the line of Little; thence with the line of Little, S. 46° 29' W. 358.38 feet to an iron pin, corner to Broyles in the line of Little; thence with the divisional line of Broyles, N. 30° 00' W. 910.11 feet to the point of BEGINNING, and being all of parcel 035.20, Tax Map 062 as shown on the August 2019 Sullivan County Tax Maps.

AND WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area. Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSFORT, TENNESSEE, AS FOLLOWS:

SECTION I. That a Plan of Services for the 869 Cooks Valley Road Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation resolution for the annexation area, the said Plan of Services to be as follows:

**869 Cooks Valley Road Annexation
Plan of Services**

1. Police Protection

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 116 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 358 mandatory and 72 other-than mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo 450 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo 480 hours of field officer training where they will work and be trained by designated training officers.

- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- G. The Kingsport Police Department currently maintains an approximate 5 minute average response time to emergency and urgent calls within the corporate limits.

2. Fire Protection

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.
- B. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- C. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- D. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- E. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

3. Water

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five (5) years after the effective date of annexation.
- C. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant has been the recipient of the EPA Partnership for Safe Drinking Water award for nine consecutive years.
- D. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. Electricity

Electric service in this area is currently under the jurisdiction of American Electric Power and is currently available.

5. Sanitary Sewer

- A. City of Kingsport sanitary sewer serves the annexation site. At properties where sewer services must be extended, the upgrades will be complete within five (5) years of the effective date of the annexation.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines to provide sewer service to our customers.

- D. The City of Kingsport Wastewater Treatment Plant recently experienced over 21 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements, and the Wastewater Treatment Plant is the recipient of multiple operations excellence awards.
- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

6. Solid Waste Disposal

Sanitation garbage (routine household refuse), trash (grass clippings, tree trimmings, bulky items), and recycling collection will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within thirty (30) days following the effective date of annexation. Members of the collection crews receive ongoing training in their fields. The City of Kingsport also owns and operates a demolition landfill that residents can use for a fee. That landfill is supervised by a SWANA certified Manager of Landfill Operations. This supervisor also holds other certifications from SWANA and TDEC.

7. Public Road/Street Construction & Repair

- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.
- B. Cleaning of streets of snow and ice clearing will begin on the operative date of annexation on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.

- C. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.
- D. Routine Right of Way maintenance is also provided on the effective date of annexation. Tasks include Mowing, Tree Maintenance and Weed Control by certified personnel as needed to respond to routine maintenance requests and emergencies.
- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

8. Recreational Facilities

- A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc. on the effective date of annexation at City rates rather than out of City rates.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.
- D. The Department of Parks and Recreation has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and

concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi-function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

9. Street Lighting

Within five years of the operative date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that AEP install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within five (5) years of the effective date of annexation.

10. Zoning Services

- A. The area will be zoned R-1B (Single Family Residential).
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

11. Schools

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.

The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

12. Traffic Control

The City will verify all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices.

13. Inspection Services

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. Animal Control

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

15. Storm Sewers

Maintenance of existing storm sewer systems within the public ROW is provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

16. Leaf Removal

The City will collect loose leaves with the vacuum truck between October 15 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

17. Litter Control

The City's litter control program will be extended to the area on the effective date of annexation. It is provided on a regular schedule along major routes and on an "as needed" basis throughout the City.

18. Graffiti Control

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

19. Other Services

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

SECTION II. This Resolution shall be effective from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of August 2020.

ATTEST:

PATRICK W. SHULL
Mayor

SIDNEY H. COX
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

NOTICE OF PUBLIC HEARING

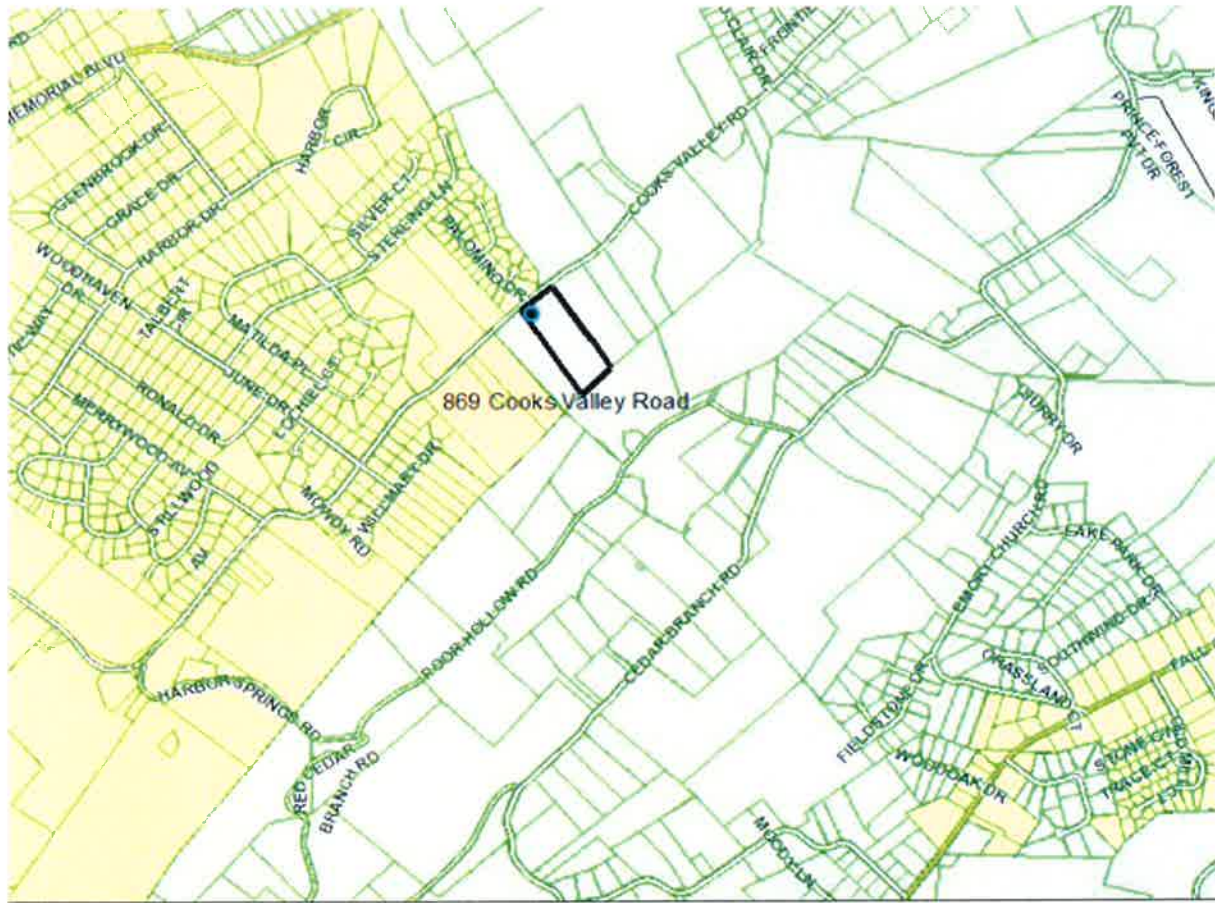
NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on August 18, 2020 to consider the annexation, plan of services and rezoning for the property located at 869 Cooks Valley Road. The property is proposed to be rezoned from County R-1 to City R-1B District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation and rezoning is generally described as follows:

BEGINNING at an iron pipe in the southerly side of Cook's Valley Road, distant 282.02 feet northeasterly from corner of Hyche Property, an original corner, thence with the side of said road, N. 50° 24' E. 68.23 feet to a point; thence continuing with the side of said road, N. 56° 18' E. 281.77 feet to an iron pipe, corner to Morley in the line of Little; thence with the line of Little, S. 46° 29' W. 358.38 feet to an iron pin, corner to Broyles in the line of Little; thence with the divisional line of Broyles, N. 30° 00' W. 910.11 feet to the point of BEGINNING, and being all of parcel 035.20, Tax Map 062 as shown on the August 2019 Sullivan County Tax Maps.

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

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9401, ext. 5 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.



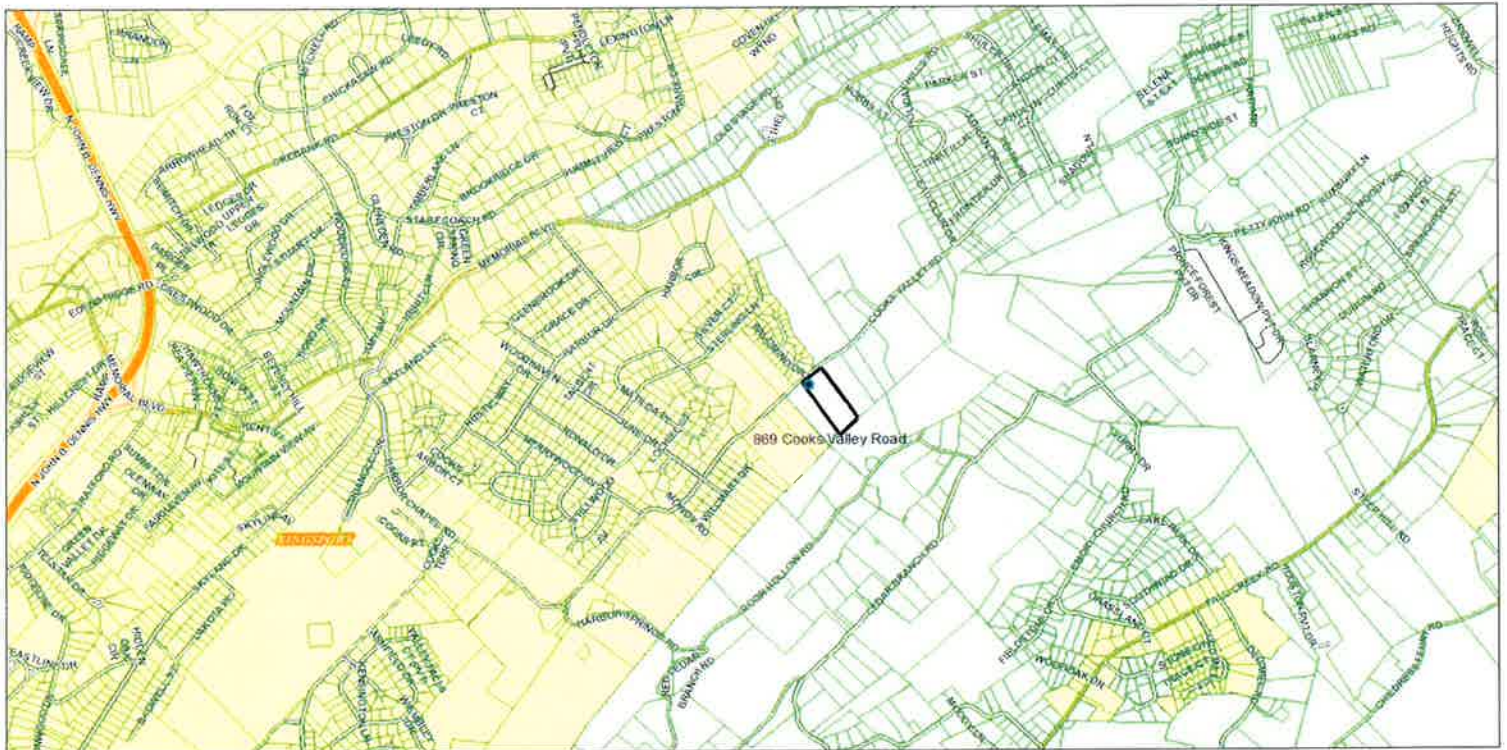
CITY OF KINGSPORT
Angie Marshall, City Clerk/Deputy City Recorder
PIT: 8/03/2020

Kingsport Regional Planning Commission
Annexation Report

File Number 20-301-00002

Property Information	869 Cooks Valley Road Annexation		
Address	869 Cooks Valley Road		
Tax Map, Group, Parcel	Tax Map 062, Parcel 035.20		
Civil District	07 th		
Overlay District	n/a		
Land Use Plan Designation	Single Family Residential		
Acres	7.09 +/-		
Existing Use	Single Family	Existing Zoning	County R-1
Proposed Use	Single Family	Proposed Zoning	City R-1B
Owner Information		Owner Information	
Name: Kirstin Morton Address: 869 Cooks Valley Road City: Kingsport State: TN Zip Code: 37664 Email: kirstin.c.morton@gmail.com Phone Number: 203.216.7404			
Planning Department Recommendation			
<p>RECOMMENDATION: APPROVAL to recommend the Annexation, Zoning, and Plan of Services to the BMA</p> <p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> • <i>The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.</i> • <i>It is reasonably necessary for the welfare of the residents and property owners of the affected territory.</i> • <i>The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.</i> • <i>Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.</i> • <i>It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.</i> <p>Staff Field Notes and General Comments: This is a property owner-requested annexation submitted by Ms. Kirstin Morton. The reason for the request is for city services and school availability for future children. Both city water and sewer are available to the property. The annexation proposal conforms with the annexation policy as infrastructure is in place and there is no known cost to the City. The parcel is across from the Palomino Acres Subdivision.</p>			
Planner:	Elizabeth Poczubot	Date:	June 16, 2020
Planning Commission Action		Meeting Date:	July 23, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Location Map



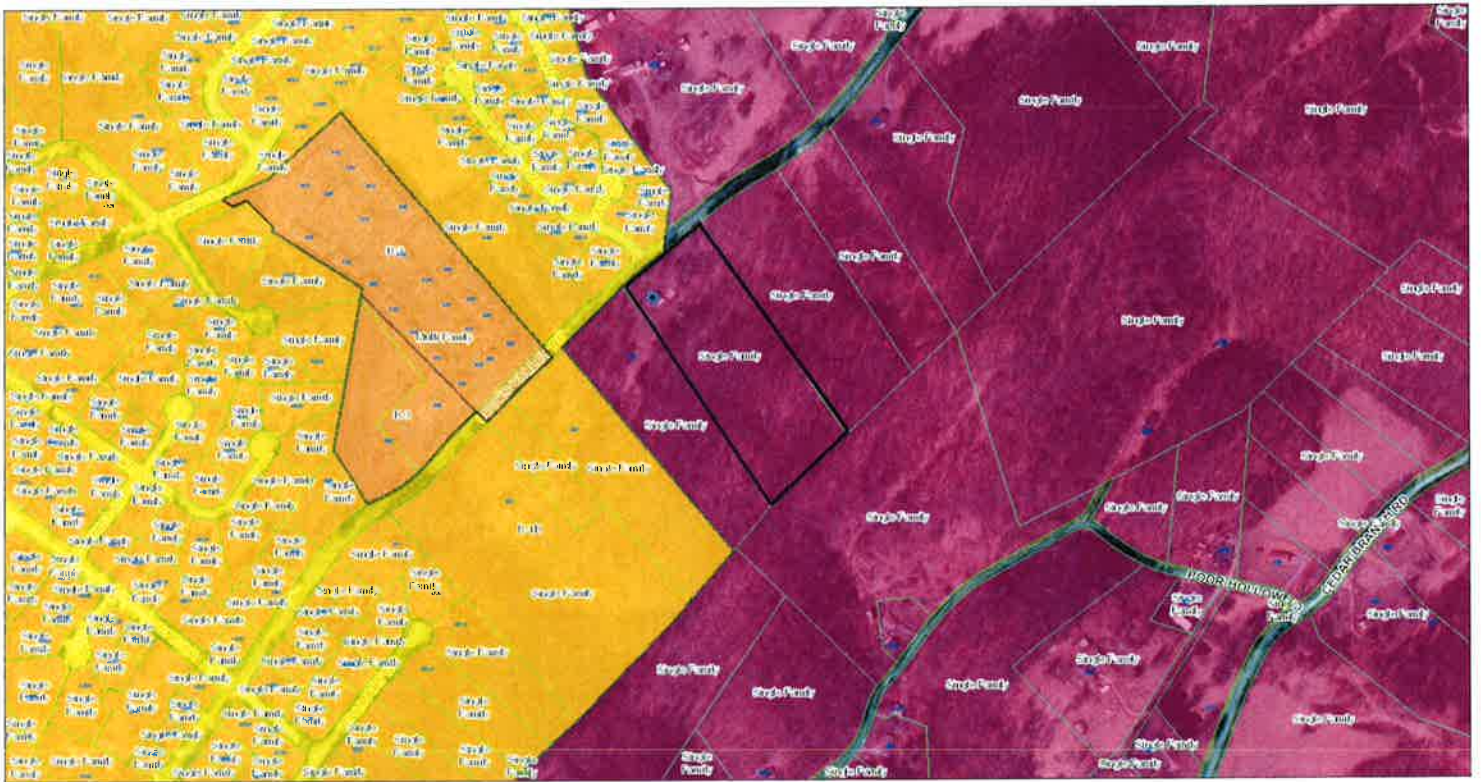
Zoning Map



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1902R

Future Land Use Map



View of Annexation Site from Cooks Valley Road



View of Palomino Acres Subdivision from Annexation Site



Cost

869 Cooks Valley Rd

Cost Estimate/ tax records as of June 2020

Revenues	One Time	Reoccurring (annual)
Property Taxes	X	\$553.47
State Shared	X	\$200
Stormwater	X	\$42
Water & Sewer Rev (loss) *	\$1950	H2O: \$(312.72) Sewer: \$390.72
Total	\$1950	\$873.47

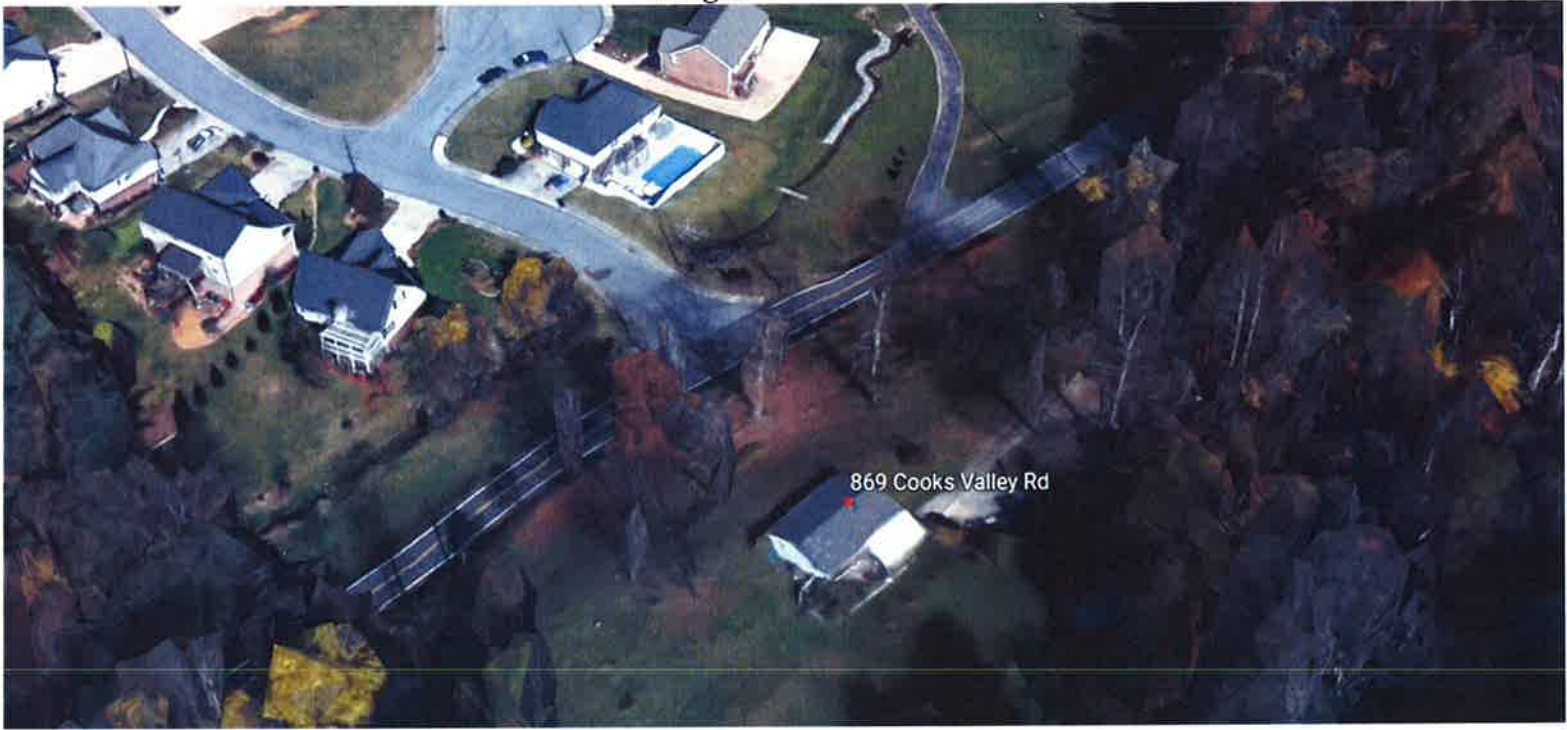
\$107,400 appraisal

\$100.00 x 2 residents

5,000 gallon/month avg
(rate reductions) *Property
currently on City water and
Private SSDS*

Expenses	One Time	Reoccurring (annual)
Operating Budget		
Police & Fire Service	0.00	0.00
Transit Service	0.00	0.00
Street Lighting	0.00	0.00
Traffic Controls	0.00	0.00
Streets & Sanitation	0.00	0.00
Subtotal	0.00	0.00
Capital Budget		
Water		0.00
Sewer	0.00	0.00
Streets	0.00	0.00
Subtotal	0.00	0.00
Grand Total	0.00	\$0

Google Earth Aerial



CONCLUSION

The Kingsport Planning Division recommends sending a favorable recommendation to the Board of Mayor and Alderman for the annexation, zoning, and Plan of Services for the Cooks Valley Road Annexation based on the following reasons:

- *The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.*
- *It is reasonably necessary for the welfare of the residents and property owners of the affected territory.*
- *The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.*
- *Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.*
- *It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.*



AGENDA ACTION FORM

Amend Zoning of 977 Mitchell Road from A-1 (Agricultural District) to R-1B (Residential District)

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

Action Form No.: AF-213-2020
 Work Session: August 3, 2020
 First Reading: August 4, 2020

Final Adoption: August 18, 2020
 Staff Work By: Weems
 Presentation By: Weems

Recommendation:

Approve ordinance amending the zoning ordinance to rezone 977 Mitchell Road from A-1 (Agricultural District) to R-1B (Residential District).

Executive Summary:

This is an owner-requested rezoning of an approximately 3.25 acres located off Mitchell Road (at the intersection of Mitchell Road and Pickens Road near the Washington County line) from A-1 (Agricultural District) to R-1B (Residential District). The rezoning site contains one single family home that will be razed. The property owner plans to subdivide the property into 9 single family lots. No public comment has been received for this item. During their July 2020 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 7-0. The notice of public hearing was published on July 20, 2020.

Attachments:

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

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



AGENDA ACTION FORM

Amend Zoning of 977 Mitchell Road from A-1 (Agricultural District) to R-1B (Residential District)

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

Action Form No.: AF-213-2020
 Work Session: August 3, 2020
 First Reading: August 4, 2020

Final Adoption: August 18, 2020
 Staff Work By: Weems
 Presentation By: Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone 977 Mitchell Road from A-1 (Agricultural District) to R-1B (Residential District).

Executive Summary:

This is an owner-requested rezoning of an approximately 3.25 acres located off Mitchell Road (at the intersection of Mitchell Road and Pickens Road near the Washington County line) from A-1 (Agricultural District) to R-1B (Residential District). The rezoning site contains one single family home that will be razed. The property owner plans to subdivide the property into 9 single family lots. No public comment has been received for this item. During their July 2020 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 7-0. The notice of public hearing was published on July 20, 2020.

Attachments:

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

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ON MITCHELL ROAD FROM A-1, AGRICULTURAL DISTRICT, TO R-1B, RESIDENTIAL DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Mitchell Road from A-1, Agricultural District, to R-1B, Residential District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the southern corner of parcel 50.20, Tax Map 119; thence in a northeasterly direction approximately 387 feet to a point, said point being the eastern corner of parcel 50.20 in common with the southern right-of-way of Mitchell Road; thence in a northwesterly direction, following the southern right-of-way of Mitchell Road, approximately 379 feet to a point, said point being the northern corner of parcel 50.20 in common with the southern right-of-way of Mitchell Road; thence in a southwesterly direction, following the eastern right-of-way of Pickens Road, approximately 373 feet to a point, said point being the western corner of parcel 50.20 in common with the eastern right-of-way of Pickens Road; thence in a southeasterly direction, approximately 377 feet to the point of BEGINNING, and being all of parcel 50.20, Tax Map 119 as shown on the July 2020 Sullivan County Tax Maps.

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

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

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_____

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on August 4, 2020 to consider the rezoning of 977 Mitchell Road from the A-1 District to the R-1B District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the southern corner of parcel 50.20, Tax Map 119; thence in a northeasterly direction approximately 387 feet to a point, said point being the eastern corner of parcel 50.20 in common with the southern right-of-way of Mitchell Road; thence in a northwesterly direction, following the southern right-of-way of Mitchell Road, approximately 379 feet to a point, said point being the northern corner of parcel 50.20 in common with the southern right-of-way of Mitchell Road; thence in a southwesterly direction, following the eastern right-of-way of Pickens Road, approximately 373 feet to a point, said point being the western corner of parcel 50.20 in common with the eastern right-of-way of Pickens Road; thence in a southeasterly direction, approximately 377 feet to the point of BEGINNING, and being all of parcel 50.20, Tax Map 119 as shown on the July 2020 Sullivan County Tax Maps.

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

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9401, ext. 5 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 7/20/2020

Kingsport Regional Planning Commission
Rezoning Report

File Number 20-101-00006

Mitchell Road Rezoning

Property Information			
Address		977 Mitchell Road	
Tax Map, Group, Parcel		Map 119, Parcel 050.20	
Civil District		14	
Overlay District		Gateway	
Land Use Designation		Single Family	
Acres		3.25 +/-	
Existing Use		Existing Zoning	A-1
Proposed Use		Proposed Zoning	R-1B
9-lot single family subdivision			
Owner /Applicant Information			
Name: Ricky Vaughn Address: PO Box 5713 City: Kingsport State: TN Phone: (423)384-3247		Zip Code: 37663 Intent: <i>To rezone from A-1 (Agricultural District) to R-1B (Residential District) to accommodate subdivision of the parcel into 9 single family lots.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The proposal conforms to the 2030 Land Use Plan designation of "single family."</i></p> <p><i>The single family proposal will match the existing land uses in the area.</i></p> <p>Staff Field Notes and General Comments:</p> <p><i>The site contains an existing single family home and is well suited for a minor single family subdivision.</i></p>			
Planner:	Ken Weems	Date:	July 8, 2020
Planning Commission Action		Meeting Date:	July 23, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Kingsport Regional Planning Commission

Rezoning Report

File Number 20-101-00006

PROPERTY INFORMATION

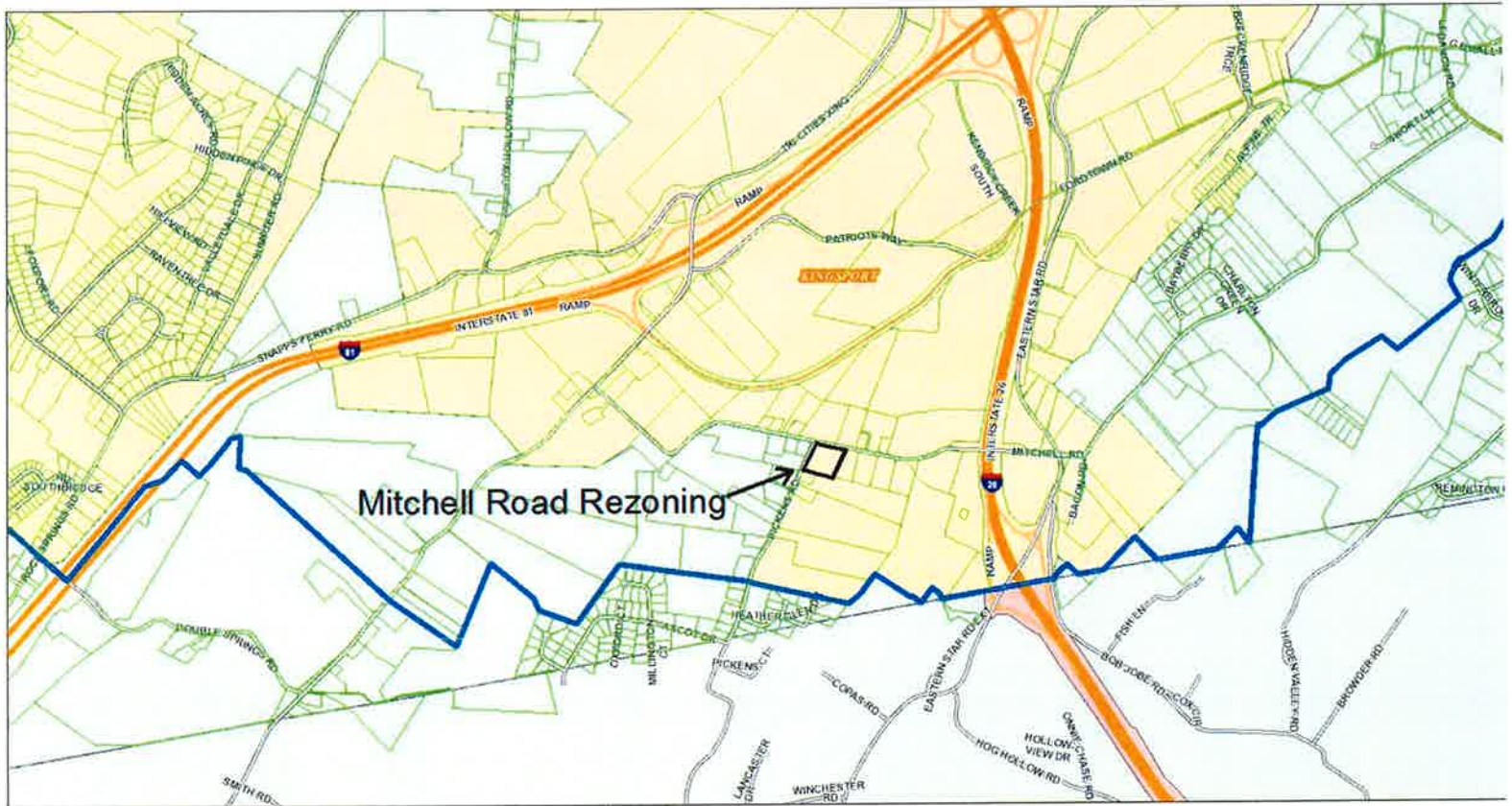
ADDRESS	977 Mitchell Road
DISTRICT	14
OVERLAY DISTRICT	Gateway
EXISTING ZONING	A-1
PROPOSED ZONING	R-1B
ACRES	3.25 +/-
EXISTING USE	single family
PROPOSED USE	9 parcel single family subdivision

INTENT

To rezone from A-1 (Agricultural District) to R-1B (Residential District) to accommodate subdivision of the parcel into 9 single family lots.

Vicinity Map

ArcGIS Web Map



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- | | | |
|--|--|---|
| Sullivan County Parcels | <input type="checkbox"/> Street_ROW | <input type="checkbox"/> River |
| <input type="checkbox"/> Lake_Pond | Hawkins County Parcels | <input type="checkbox"/> Street_ROW |
| <input type="checkbox"/> Parcel_Conflict | <input type="checkbox"/> Lake_Pond | <input checked="" type="checkbox"/> Urban Growth Boundary |
| <input type="checkbox"/> Parcels | <input type="checkbox"/> Parcel_Conflict | |
| <input type="checkbox"/> Railroad_ROW | <input type="checkbox"/> Parcels | |
| <input type="checkbox"/> River | <input type="checkbox"/> Railroad_ROW | |



Web AppBuilder for ArcGIS

Surrounding Zoning Map

ArcGIS Web Map



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Kpt 911 Address	River	Railroad_ROW	TAC	AR	B-4P	M-2	PD	R-1A	R-3B
Sullivan County Parcels	Street_ROW	River	R-5	B-1	B-4P	MX	PMD-1	R-1B	R-4
Lake_Pond	Hawkins County Parcels	Street_ROW	GC	B-2	BC	P-1	PMD-2	R-1C	Split
Parcel_Conflict	Lake_Pond	Urban Growth Boundary	B-2E	B-3	GC	P-D	PUD	R-2	TA
Parcels	Parcel_Conflict	City Zoning	A-1	B-3	M-1	PBD-3	PVD	R-3	TA-C
Railroad_ROW	Parcels	<Null>	A-2	B-4	M-1R	PBD/*	R-1	R-3A	UAE



Web AppBuilder for ArcGIS

Future Land Use Plan 2030
Designation: Single Family

ArcGIS Web Map



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Kpt 911 Address	River	Railroad_ROW	Single Family
Hilton County Parcels	Street_ROW	River	Multi-Family
Lake_Pond	Street_ROW	Street_ROW	Industrial
Parcel_Conflict	Lake_Pond	Urban Growth Boundary	Retail/Commercial
Parcels	Parcel_Conflict	Future Land Use	Public
Railroad_ROW	Parcels	Agn/Vacant	Utilities



Web AppBuilder for ArcGIS

File Number 20-101-00006

ArcGIS Web Map



Rezoning Site



East View from Rezoning Site



West View from Rezoning Site



**North View (Toward
Kingsport)**



Existing Uses Location Map

ArcGIS Web Map



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City A-1</u> <u>Use: single family</u>	n/a
Further North and Northwest	2	<u>Zone: City A-1</u> <u>Use: single family</u>	n/a

Kingsport Regional Planning Commission

Rezoning Report

File Number 20-101-00006

East	3	<u>Zone: City A-1</u> <u>Use: vacant</u>	n/a
Further East	4	<u>Zone: City A-1</u> <u>Use: single family</u>	n/a
Southeast and South	5	<u>Zone: City A-1</u> <u>Use: single family</u>	n/a
Further South	6	<u>Zone: City A-1</u> <u>Use: single family</u>	n/a
West	7	<u>Zone: County A-1</u> <u>Use: single family</u>	n/a

Standards of Review

Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 7, below, as well as any other factors it may find relevant.

- Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal would permit a use that is consistent with the surrounding properties, but at a higher density.
- Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No adverse uses are proposed.
- Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic benefit as currently zoned. The proposed zone has an equal economic benefit in that it will provide a higher rate of suitable housing in the area.
- Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposal conforms with the land use plan designation of single family.

Proposed use: single family residential

The Future Land Use Plan Map recommends single family

- Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property support approval for the single family subdivision use on the property.

6. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in relation to the surrounding zoning. A benefit can be derived from the single family residential zone since it will bring much needed single family housing to the area.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed R-1B zone will create an isolated district. The use, however, is considered furtherance of the future land use plan.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from A-1 to R-1B. The proposal conforms to the future land use plan.



AGENDA ACTION FORM

Vacate Portion of Former Cleek Road Right-Of-Way Adjacent to Orebank Road

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

Action Form No.: AF-177-2020
 Work Session: August 3, 2020
 First Reading: August 4, 2020

Final Adoption: August 18, 2020
 Staff Work By: Savannah Garland
 Presentation By: Savannah Garland

Recommendation:

Approve ordinance vacating a portion of former Cleek Road right-of-way.

Executive Summary:

This is a request, from the Owners of Joy Estates, to vacate a portion of Cleek Road right-of-way. The area is approximately 2,831 square feet and includes the old road bed for Cleek Road before the road was realigned. City Departments as well as Local Utility Providers have reviewed the request. City staff sees no future use for this right-of-way. During their July 2020 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on July 20, 2020.

Attachments:

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

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



AGENDA ACTION FORM

Vacate Portion of Former Cleek Road Right-Of-Way Adjacent to Orebank Road

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

Action Form No.: AF- 177-2020
 Work Session: August 3, 2020
 First Reading: August 4, 2020

Final Adoption: August 18th, 2020
 Staff Work By: Savannah Garland
 Presentation By: Savannah Garland

Recommendation:

- Hold Public Hearing
- Approve ordinance vacating a portion of former Cleek Road right-of-way

Executive Summary:

This is a request, from the Owners of Joy Estates, to vacate a portion of Cleek Road right-of-way. The area is approximately 2,831 square feet and includes the old road bed for Cleek Road before the road was realigned. City Departments as well as Local Utility Providers have reviewed the request. City staff sees no future use for this right-of-way. During their July 2020 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on July 20, 2020.

Attachments:

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

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY NAMED OLD CLEEK ROAD LOCATED OFF OF CLEEK ROAD SITUATED IN THE CITY OF KINGSPORT, TENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a public meeting held on July 23, 2020, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating that portion of a right-of-way described herein, nor can any future use of the same for right-of-way purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on July 23, 2020, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for that portion of a right-of-way described herein; and

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 4th day of August 2020, and notice thereof published in the Kingsport Times-News on the 20th day of July, 2020.

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

SECTION I. The city hereby vacates and closes to public use all of a certain section of right-of-way named Old Cleek Road located off Cleek Road within the City of Kingsport, 10th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

Beginning at an iron rod with cap, said rod being a corner to lot 1 Joy Estates Subdivision (P.B. 57, PG. 156) and C&M Cleek Family General Partnership (Deed Book 3378, Page 137). Thence along the sideline of Cleek Road, North 41 Degrees 30 Minutes 41 Seconds East, a distance of 2.53 feet to a point. Thence leaving said sideline the following four calls: North 55 Degrees 02 Minutes 28 Seconds East, a distance of 17.25 feet to a point; thence with a curve to the right with an arc length of 51.16 feet, a radius of 78.86 feet, and a chord of North 73 Degrees 33 Minutes 05 Seconds East, a distance of 50.26 feet to a point; Thence South 87 Degrees 59 Minutes 34 Seconds East, a distance of 8.43 feet to a point and with a curve to the right with an arc length of 78.92 feet, a radius of 51.92 feet, and a chord of South 44 Degrees 28 Minutes 42 Seconds East, a distance of 71.54 feet to a point, said point being located on the line of lot 1 Joy Estates and the C&M Cleek Family General Partnership. Thence along lot 1 and Cleek, North 78 Degrees 19 Minutes 28 Seconds West, a distance of 28.71 feet to a point. Thence leaving said property line with a curve to the left, an arc length of 78.51 feet, a radius of 48.46 feet, and a chord of North 78 Degrees 19 Minutes 28 Seconds West, a distance of 70.20 feet to a point in the line of C&M Cleek and lot 1 Joy Estates. Thence with said property line, North 78

Degrees 19 Minutes 28 Seconds West, a distance of 26.24 feet to the point of beginning, containing 0.065 acres, more or less.

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

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, August 4, 2020, to consider the vacating of right-of-way located off Cleek Road. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for vacating is generally described as follows:

Beginning at an iron rod with cap, said rod being a corner to lot 1 Joy Estates Subdivision (P.B. 57, PG. 156) and C&M Cleek Family General Partnership (Deed Book 3378, Page 137). Thence along the sideline of Cleek Road, North 41 Degrees 30 Minutes 41 Seconds East, a distance of 2.53 feet to a point. Thence leaving said sideline the following four calls: North 55 Degrees 02 Minutes 28 Seconds East, a distance of 17.25 feet to a point; thence with a curve to the right with an arc length of 51.16 feet, a radius of 78.86 feet, and a chord of North 73 Degrees 33 Minutes 05 Seconds East, a distance of 50.26 feet to a point; Thence South 87 Degrees 59 Minutes 34 Seconds East, a distance of 8.43 feet to a point and with a curve to the right with an arc length of 78.92 feet, a radius of 51.92 feet, and a chord of South 44 Degrees 28 Minutes 42 Seconds East, a distance of 71.54 feet to a point, said point being located on the line of lot 1 Joy Estates and the C&M Cleek Family General Partnership. Thence along lot 1 and Cleek, North 78 Degrees 19 Minutes 28 Seconds West, a distance of 28.71 feet to a point. Thence leaving said property line with a curve to the left, an arc length of 78.51 feet, a radius of 48.46 feet, and a chord of North 78 Degrees 19 Minutes 28 Seconds West, a distance of 70.20 feet to a point in the line of C&M Cleek and lot 1 Joy Estates. Thence with said property line, North 78 Degrees 19 Minutes 28 Seconds West, a distance of 26.24 feet to the point of beginning, containing 0.065 acres, more or less.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Office for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-343-9783.

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9401, ext. 5 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT
Angie Marshall, City Clerk
P1T: 07/20/2020

Property Information	Right-of –Way Vacating		
Address	2384 Cleek Road		
Tax Map, Group, Parcel	R-O-W on TM 47, Parcels 54.00		
Civil District	10 th Civil District		
Overlay District	N/A		
Land Use Designation	Single Family Residential		
Acres	+/- 0.065		
Applicant #1 Information	Surveyor Information		
Name: John Rose Address: 1017 Hill Road City: Blountville State: TN Zip Code: 37617 Phone Number: (423) 575-2449	Name: Alley & Associates Address: 243 E. Market St. City: Kingsport State: TN Zip Code: 37660 Email: N/A Phone Number: (423) 392-8896		
Planning Department Recommendation			
<p>(Approve, Deny, or Defer)</p> <p>The Kingsport Planning Division recommends sending a favorable recommendation to the Planning Commissioners to vacate a portion of Old Cleek road:</p> <ul style="list-style-type: none"> Request was reviewed by all utility providers and city departments <p>Staff Field Notes and General Comments:</p> <p>The applicant for this request owns the property to the subject area. The request vacating area consists of approximately 0.065 acres (2,831 sq feet). The area is part of the Old Cleek road. The road was realigned and this portion of the right-of-way was not needed for the new road construction. The applicant owns the property on either side of this section of Old Cleek Road.</p>			
Planner:	Garland	Date: 6/17/20	
Planning Commission Action		Meeting Date:	July 23, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

Old Cleek Road

ADDRESS

2384 Cleek Road

DISTRICT, LAND LOT

Sullivan County

10th Civil District, TM 47, Parcels 54.00**OVERLAY DISTRICT**

N/A

CURRENT ZONING

A-1

PROPOSED ZONING

R-1B

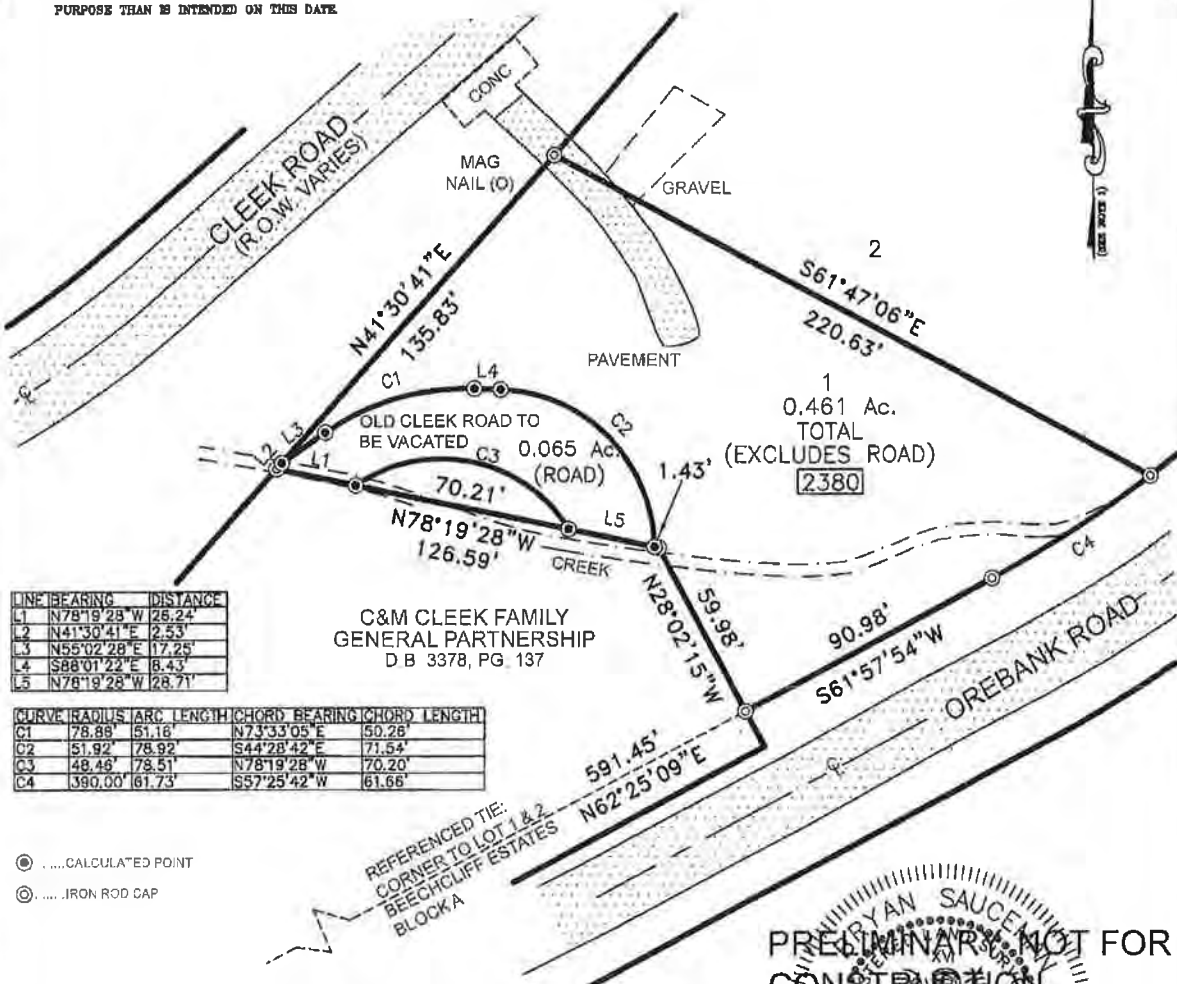
ACRES +/- 0.065**EXISTING USE** Street Right-of-Way**PROPOSED USE** Residential**PETITIONER 1:** John Rose
1017 Hill Road Blountville, TN 37617**INTENT**

The applicant is requesting that the portion of the old Cleek Road right-of-way located behind their property be vacated by the City of Kingsport. The purpose of this request is to eliminate the large curve in the property line. The area requested to be vacated is approximately 2,831 square feet. The applicant owns the property on both sides of the Old Cleek Rd portion. This area is part of the old 30' road way that was left over after Cleek road was realigned.

This request has been reviewed by all City Departments and they have approved the request as there are no City utilities within that area. The City Departments have responded that there is no need to keep this portion of the old Cleek Road open for public access.

Staff recommends approval of the vacating of a portion of the old Cleek Road right-of-way as the City staff see no future use for the property.

© COPYRIGHT ALLEY & ASSOCIATES, INC. 2020
THIS MAP CAN NOT BE USED FOR ANY OTHER
PURPOSE THAN IS INTENDED ON THIS DATE



- CALCULATED POINT
○ IRON ROD CAP

NOTES:

- 1) NORTH BASED ON TENNESSEE STATE PLANE COORDINATES. GPS DATA WAS OBTAINED UTILIZING SPECTRA PRECISION SP80 UNIT. NETWORK RTK WAS USED IN COORDINATION WITH TDOT GNSS REFERENCE NETWORK AND TN STATE PLANE COORDINATE SYSTEM, NAD83.
- 2) THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47163C00650 EFFECTIVE DATE SEPTEMBER 29, 2008 AND FOUND THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
- 3) THIS SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.
- 4) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE AND MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY-AT-LAW.
- 5) THIS SURVEY MAY BE SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED.
- 6) OWNER LOT 1R: PROMISE LAND CONSTRUCTION, LLC.
- 7) THIS SURVEY WAS DONE UNDER AUTHORITY OF TCA 62-18-126; AND THE SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER TULE 0820.03-7.

ALLEY & ASSOCIATES, INC.

243 E Market Street
Kingsport, Tennessee 37660
E-mail:bsauceman@alleyassociates.com

PRELIMINARY, NOT FOR
CONSTRUCTION,
RECORDING
PURPOSES OR
IMPLEMENTATION

MAP OF: OLD CLEECK ROAD VACATION

OWNER: _____

CIVIL DISTRICT: 10TH COUNTY: SULLIVANSTATE: TENNESSEE TAX MAP 47 PARCEL P/54SCALE: 1 INCH = 50' DATE: JUNE 29, 2020

REFERENCE: _____

20-11722FB/PG: N/A

FOR: _____

Legal Description

Beginning at an iron rod with cap, said rod being a corner to lot 1 Joy Estates Subdivision (P.B. 57, PG. 156) and C&M Cleek Family General Partnership (Deed Book 3378, Page 137). Thence along the sideline of Cleek Road, North 41 Degrees 30 Minutes 41 Seconds East, a distance of 2.53 feet to a point. Thence leaving said sideline the following four calls: North 55 Degrees 02 Minutes 28 Seconds East, a distance of 17.25 feet to a point; thence with a curve to the right with an arc length of 51.16 feet, a radius of 78.86 feet, and a chord of North 73 Degrees 33 Minutes 05 Seconds East, a distance of 50.26 feet to a point; Thence South 87 Degrees 59 Minutes 34 Seconds East, a distance of 8.43 feet to a point and with a curve to the right with an arc length of 78.92 feet, a radius of 51.92 feet, and a chord of South 44 Degrees 28 Minutes 42 Seconds East, a distance of 71.54 feet to a point, said point being located on the line of lot 1 Joy Estates and the C&M Cleek Family General Partnership. Thence along lot 1 and Cleek, North 78 Degrees 19 Minutes 28 Seconds West, a distance of 28.71 feet to a point. Thence leaving said property line with a curve to the left, an arc length of 78.51 feet, a radius of 48.46 feet, and a chord of North 78 Degrees 19 Minutes 28 Seconds West, a distance of 70.20 feet to a point in the line of C&M Cleek and lot 1 Joy Estates. Thence with said property line, North 78 Degrees 19 Minutes 28 Seconds West, a distance of 26.24 feet to the point of beginning, containing 0.065 acres, more or less.

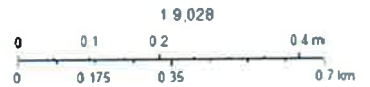


2020 2 05 16 PM

nvan County Parcels
 Lake_Pond
 Parcel_Conflict
 Parcels
 Railroad_ROW
 River

Street_ROW
 River
 Street_ROW
 Lake_Pond
 Parcel_Conflict
 Parcels
 Railroad_ROW

Urban Growth Boundary



Zoning



6/25/2020, 2:07:32 PM

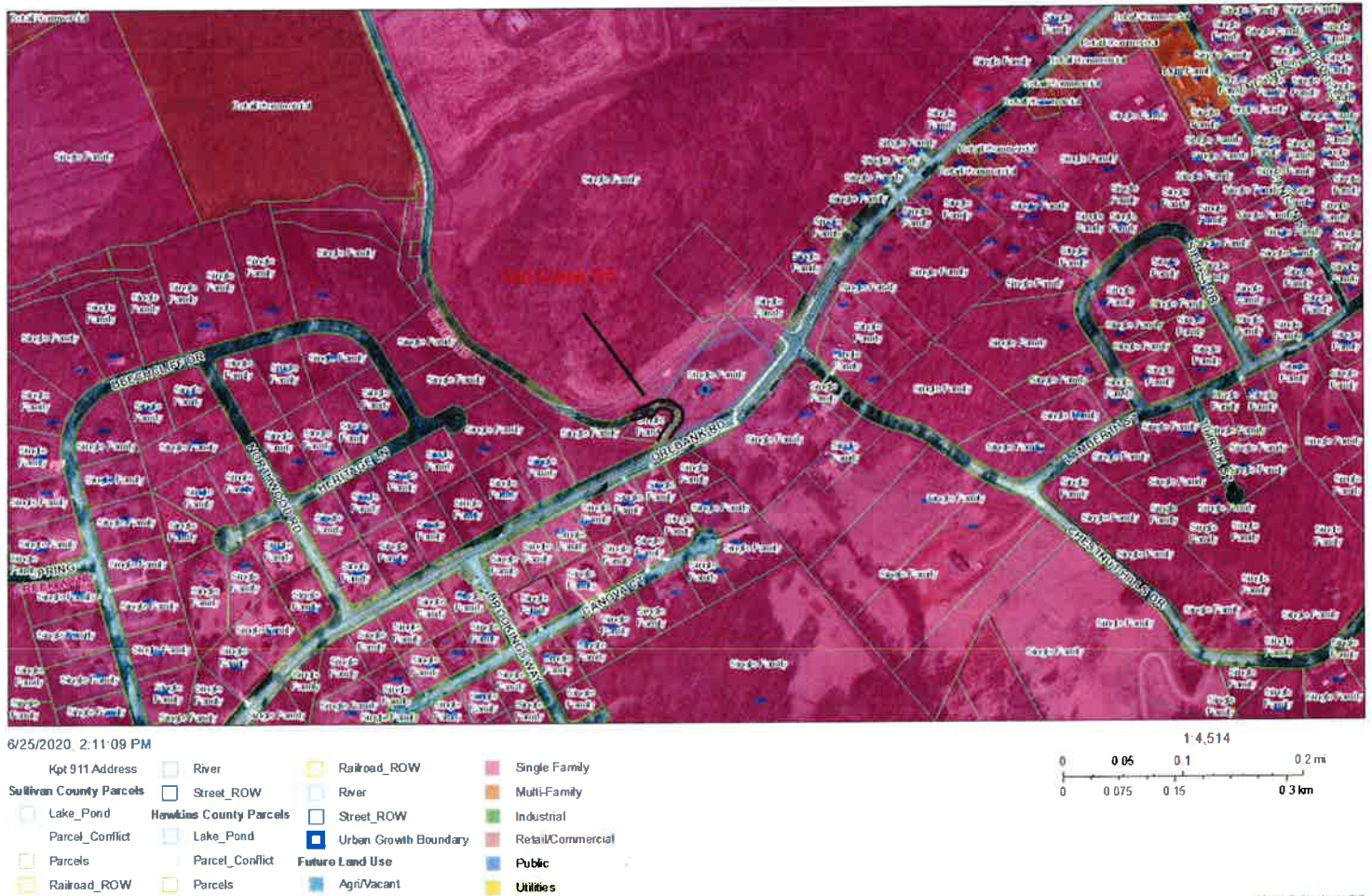
Kpt 911 Address
Sullivan County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
River
Street_ROW
Hawkins County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
City Zoning
Urban Growth Boundary
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TAC
R-5
GC
B-2E
A-1
A-2
AR
B-1
B-2
B-3
B-4
B-4P
BC
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M-1
M-1R
M-2
MX
P-1
P-D
PBD-3
PBD-4
PD
PMD-1
PMD-2
PVD
R-1
R-1A
R-1B
R-1C
R-2
R-3
R-3A
R-3B
R-4
Split
TA
TA-C
UAE



Web AppBuilder for ArcGIS

Future Land Use

**RECOMMENDATION:**

Staff recommends approval for the vacating of the right-of way off Old Cleek road located on tax map 47 Parcel 58.



AGENDA ACTION FORM

Accept the Improve Act Funds from the Tennessee Department of Transportation to Construct a Public Transit Garage

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

Action Form No.: AF-206-2020
 Work Session: August 3, 2020
 First Reading: August 4, 2020

Final Adoption: August 18, 2020
 Staff Work By: KATS staff
 Presentation By: Chris Campbell

Recommendation:

Approve the Ordinance.

Executive Summary:

The Tennessee Department of Transportation (TDOT) has awarded KATS an Improve Act Grant for \$2,446,907. This money will be used to construct a vehicle storage/maintenance facility with associated parking area. This new facility will be constructed on the empty parcel adjacent to the KATS transit center located at 900 East Main Street. The local match for this project has been secured. The estimated cost for this project is outlined below.

State (75%) Local (25%)	Local	State	Total
Construction	\$815,635 total	\$2,446,907	\$3,262,542

Attachments:

1. Ordinance
2. TDOT Contract

Funding source appropriate and funds are available: *CM*

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

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



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

PRE-FILED CITY RECORDER

ORDINANCE NO.

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND
BUDGET FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX
THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund be increased by accepting funds from the Tennessee Department of Transportation in the amount of \$2,446,907 to the Transit Garage project (GP1727) for the construction of a public transit garage.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Project Fund: 311</u>			
<u>Transit Garage (GP1727)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-332.90-00 Dept of Transportation	0	2,446,907	2,446,907
311-0000-368.10-54 Series 2016 GO (Nov 4)	13,530 •	0	13,530
311-0000-368.10-55 Series 2017 A GO Bonds	588,415 •	0	588,415
311-0000-368.10-56 GO Bonds Series 2018 A	86,060 •	0	86,060
311-0000-368.21-01 Premium From Bond Sale	30,332 •	0	30,332
311-0000-391.01-00 From General Fund	148,121 •	0	148,121
Totals:	866,458	2,446,907	3,313,365
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	0	2,446,907	2,446,907
311-0000-601.40-41 Bond Sale Expense	6,787 •	0	6,787
311-0000-601.90-03 Improvements	859,671 •	0	859,671
Totals:	866,458	2,446,907	3,313,365

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

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

TDOT PROJECT NO.: 82IMPV-S3-002

DGA NO.: DG21-65968

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 7/1/2020		End Date 6/30/2023		Agency Tracking # 40100-19120	
Edison ID 65968					Edison Vendor ID 1562
Grantee Legal Entity Name City of Kingsport					
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #			
		Grantee's fiscal year end June 30			
Service Caption (one line only) SFY 2021 IMPROVE Act Capital Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$2,446,907.00				\$2,446,907.00
TOTAL:	\$2,446,907.00				\$2,446,907.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		TDOT considers agencies' geographic distribution, and distribution amongst rural and urban agencies, and evaluates benefits, impact, project readiness, leverage potential of funding, and local and MPO financial support.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations				CPO USE – GG	
				Z-21-IMPV-03	
Speed Chart (optional)		Account Code (optional) 71302000			

Address #1

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSFORT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with all state and applicable federal rules and requirements regarding procurement, construction, and project reimbursement.
- A.3. The Grantee shall utilize funds for capital assistance to support public transportation services in Tennessee as described in Grantee's 2021 IMPROVE Act Grant Award Application, submitted to and as approved by State.
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. below);
 - b. the Grantee's SFY 2021 IMPROVE Act Grant Award Application, submitted to and as approved by State.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2020 ("Effective Date") and ending on June 30, 2023 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Million, Four Hundred Forty-six Thousand, Nine Hundred and Seven Dollars and No Cents (\$2,446,907.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Two, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Tennessee
Multimodal Transportation Resources Division
505 Deaderick Street – James K. Polk Building, Suite1200
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Tennessee, Multimodal Transportation Resources Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal

agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. 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 as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee 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 Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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 Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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 Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State.

The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant 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 Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

John K. Brock, Transportation Program Monitor 2
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
john.k.brock@tn.gov
Telephone # (615) 741-3432
FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP
Public Transportation Manager
Kingsport Area Transit Service
900 East Main Street
Kingsport, Tennessee 37660
ChrisCampbell@KingsportTn.gov
Telephone # (423) 224-2857
FAX # (423) 224-2615

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee 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.
- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee 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 Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the

final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent 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.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's

representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including

the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee 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 Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any

remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant 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 Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's

policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.6. T.C.A. Section 13-10-107 Compliance.
- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
 - 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
 - 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
 - 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.9. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 - 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 - 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
 - 3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.

- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.
- E.10. Vehicle Disposal Process. The Grantee shall adhere to disposal process as described in the State Management Plan for FTA Programs of the Tennessee Department of Transportation on file with the Federal Transit Administration (FTA)
- E.11. Vehicle Disposal Proceeds. All proceeds from the disposal of the vehicle as described in the vehicle disposal process shall be accounted for and used for transportation program activity expenses.
- E.12. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

PATRICK SHULL, MAYOR

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE



02-21-20 GG

TDOT PROJECT NO.: 82IMPV-S3-002

DGA NO.: DG21-65968

ATTACHMENT ONE

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0349
(615) 741-2848

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

April 24, 2020

Mr. Chris Campbell
900 East Main St.
Kingsport, TN 37660

RE: IMPROVE Act Application for Transit Center-Phase 2

Dear Mr. Campbell:

I am pleased to inform you that TDOT has selected Kingsport Area Transit's application for funding under the IMPROVE Act Competitive Transit Capital Grant Program. The award is for \$2,446,907 in State Fiscal Year (SFY) 2020. Staff will be in contact with you about getting a contract in place.

Congratulations on the selection of your project for funding. TDOT thanks you for your commitment to providing public transportation in your community. If you have any questions or need additional information, please feel free to contact Mr. John Brock at 615-741-3432 or via email at John.K.Brock@tn.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Clay Bright".

Clay Bright
TDOT Commissioner

cc: Preston Elliott, Deputy Commissioner
Suzanne Carlson, Multimodal Director
Larry Sanborn, Multimodal Assistant Director
Kaitlyn McClanahan, Grant Administration Supervisor
George Mitchell, Grant Compliance Supervisor
Candace Sherer, Transit Planner

PART I – APPLICANT INFORMATION**Agency Staff**

Executive Director of Transit Agency: Chris Campbell
Grant Application Point of Contact: Candace Sherer
Point of Contact Title: Transit Planner
Email Address: candacesherer@kingsporttn.gov
Phone Number: 423-343-9711
Street Address: 900 East Main Street
City and Zip Code: Kingsport, TN 37660

Compliance Status

If the applicant has any overdue corrective actions that are the result of past FTA or TDOT compliance reviews or audits, please explain.

KATS has no overdue corrective actions.

PART II – PROJECT INFORMATION

TDOT PROJECT NO.: 82IMPV-S3-002
DGA NO.: DG21-65968

Project Details

- 1) Project Name: KATS Transit Center-Phase 2
- 2) MPO/RPO/TPO: MPO
- 3) Does the proposed project have the support of the local RPO/MPO/TPO, indicating support for the project? Yes ☒ No ☐

***Attach a letter of support** from the corresponding RPO/MPO/TPO that details how the proposed project helps accomplish Long Range Transportation and/or Coordination Plan activities.

- 4) Please check all that apply.

- ☐ Transit Center
- ☒ Administration, Maintenance, and Storage Facilities and Equipment
- ☐ Bus Rapid Transit or Fixed Guideway Stations
- ☐ Park and Ride Lots
- ☐ ROW Acquisition for Transit and Transit Oriented Development (TOD) Projects
- ☐ Intelligent Transportation System (ITS) and Technology
- ☐ Passenger Amenity Projects
- ☐ Transit Fueling and Electric Charging Stations
- ☐ Rolling Stock and Associated Equipment
- ☐ Safety and Security Equipment
- ☐ Other (Please be specific):

Transit Center Phase 2- Construction of a new vehicle storage garage/maintenance facility

5) Urban Area/s to Benefit from the Project:

- | | |
|-----------------------------|----------|
| 1. <u>City of Kingsport</u> | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

6) Rural Areas / Counties to Benefit from the Project:

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

7) Is the proposed project located within a County designated as exhibiting signs of economic distress* (see attached TDEC map, counties coded in blue)? Yes ☐ No ☒

If yes, identify the counties exhibiting economic distress that will benefit from the proposed project.

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

Project Description

Provide a detailed description of the proposed project and the scope of all work to be performed. Include a map of the proposed project area and/or photos of the proposed project items, if applicable. Attach a separate sheet if necessary.

In 2014, Kingsport Area Transit Service (KATS) conducted a transit facility needs assessment study, as well as an environmental assessment study to determine the best solution (renovate or construct new) for the transit facility. Based on the information collected, it was recommended that KATS construct a new comprehensive transit facility to serve the existing and future needs of KATS. The preferred location chosen for the project was the Kingsport Foundry Site located 900 East Main Street in downtown Kingsport. This triangular site bordered by East Sullivan Street, East Main Street and Unicoi Street is the ideal location for a new transit facility which serves as a gateway to downtown Kingsport. After 5 years of planning, researching, and accumulating funding, The Kingsport Area Transit Service proudly began operations out of their new transit facility on June 10, 2019.

This grant's scope is for Phase 2 which will include construction of a transit vehicle storage building, parking and a wash bay system for transit vehicles. The intent of this grant is to receive funding to construct Phase 2 of this comprehensive project. Phase 2 of this project is critical for completing the comprehensive plan for this site and is necessary to operate efficiently and effectively. As public transit expands and grows, so too will the vehicle fleet. In addition to storing and maintaining our current fleet, the Phase 2 bus storage facility will be able to house larger buses and additional vehicles. The bus wash facility will increase the longevity and performance of the fleet. Having both vehicle storage and maintenance needs on the same site will greatly enhance the efficiency of our operations.

Currently, the KATS vehicles are located and secured miles away from the new transit center. This creates an inefficiency in operations and causes delays to the transit service. On the mornings of operation, employees are required to park their cars at the current location and shuttle down to the old facility. Upon reaching the garage, the employees inspect their vehicles and return to the new facility to start the first 7:30 am run. At the end of the day, employees must return their vehicles to the parking garage in order to perform their post trip inspection. At this point, they will begin to shuttle back as they can to the new transit facility at 900 East Main Street in order to clock out and return to their own vehicles. This is a temporary solution until the Phase 2 Transit Center garage is built.

The benefits of vacating the current storage facility are significant. The existing facility location is surrounded by what is referred to in downtown Kingsport as the "Academic Village". The Academic Village is a conglomerate of buildings located in one location in Kingsport's downtown area that offers several certification courses hand-crafted with local businesses in mind. The goal is to help motivated individuals find a fulfilling job or to obtain relevant certifications in their field of interest by offering numerous fields of study. The Academic Village is comprised of the following: The GED Education Center, The RCAM (Regional Center for Advanced Manufacturing), the Northeast State Nursing Program, and the Kingsport Center for Higher Education (KCHE) administered by Northeast State Community College.

It has been a major initiative in Kingsport to support educational opportunities locally. Within the past 6 months, the "Inventor Center" has also opened its doors and has also provided a different venue of opportunity. This membership based facility supports local entrepreneurs and creates an environment that inspires the maker community to network, collaborate, practice their craft and learn new skills through classes, workshops and hands on demonstrations.

Completing Phase 2 of the comprehensive transit facility project is part of an overall master plan to redevelop prime real estate that allows for Governor Bill Lee's initiatives to come to fruition. Some of these stated initiatives include strengthening public education and expanding school choice, creating future workforce initiatives to prepare students for the jobs of the future in science, technology, engineering and math, creating the Governor's investment in vocational education to expand access of vocational and technical training to students. Vacating the existing transit facility is a mutual win for transit and the educational community at large.

Project Benefits

TDOT PROJECT NO.: 82IMPV-S3-002

DGA NO.: DG21-65968

1) Reduction of Congestion

Discuss how the proposed project promotes transportation choices and the reduction of congestion.

- How will the proposed project increase public transit ridership?
- How will it improve overall transit system performance?
- Please provide supporting data or metrics if available.

KATS is now providing a transit center that supports: better transit operations, improved safety, increased ridership and enhanced service, is flexible and expandable, and promotes economic and sustainable development. The new facility has been met with great support from the City of Kingsport and continued enthusiasm from passengers. Many passengers have commented that they are pleased with the safety in boarding the buses on the platform. The passengers have also stated that they like knowing where the numbered route location on each bus will be each time instead of having to locate it each time as was the case at our prior transit facility. KATS believes positive changes in safety, flexibility, newly developed routes that reach new areas and additional riders, an aesthetically pleasing facility and a new route Google transit application to assist with ease of use will all increase public transit ridership.

Phase 2 will be to construct a transit vehicle storage/maintenance facility to the rear of the site, with enclosed parking provided for 14 buses, 10 para-transit vehicles and staff vehicles. Additional bays will be provided for vehicle wash. In addition, parking is provided on the site for visitors to the facility and transit riders. By being co-located with the transit center, the Bus storage will be in an ideal location; if a bus is needed, it will be on site in lieu of using excessive time and cost expended to retrieve stored vehicles from a remote location.

A solid public transit system must start with functional vehicles, which can be a massive investment for governments and the transit industry. KATS has just purchased 4 new buses and 5 new vans which will be key for performance and customer service. The need to protect this investment becomes essential to daily commutes and goes hand in hand with a thriving economy. One tactic to protect public transit vehicles and ensure investment is spent appropriately, is having a storage space to house these vehicles. Garages protect vehicles from damaging elements such as the sun which causes external paint fading and internal dashboard cracking when it's hot and snow in colder regions as well as issues from vandalism such as slashed tires and graffiti. Overheating, lead windshields, dry rotted tires, rust resulting from dew that has collected, and damage to vehicle paint must all be considered when choosing the most efficient way to protect transit vehicles. The sun's rays damages interior plastics, hardens and cracks rubber seals (door seals/glass seals), and fades the paint. Leaves and dirt that fall on vehicles stored outside eventually find their way into water channels below the front windscreen and also right behind the front fender, just ahead of the door. This has the effect of blocking water that is supposed to drain off, hence trapping moisture and causing rust. Vehicles that are stored inside also initially perform better on bitterly cold mornings.

Vehicles are the billboard for a transit facility. How a vehicle looks and is maintained has a direct impact on ridership. A well maintained fleet will improve overall system performance and reliance which will benefit customers and help prolong the initial transit vehicle investment.

Another factor to consider for system performance is time delay. Storing vehicles inside can prevent breakdowns. When a vehicle must be taken out of service for repair, everyone loses including the customer. Buses that must be swapped out due to mechanical failure causes interruption to the bus service. When buses are at fleet being repaired, customer service can be impacted by delays. There have even been times when a van had to be put on a route in order to keep transit service running. This is not an ideal situation. Vehicles maintained in a state of good repair equals a more reliable service which in turn leads to greater ridership numbers with reduced operational costs.

All of these components will improve overall transit system performance.

2) Economic Development

Discuss how the proposed project promotes economic development.

- Does the project impact the ability of employees to reach their place of employment?
- Does the project have other economic development benefits?
- Please provide supporting data or metrics if available.

Currently, the KATS vehicles are located and being stored at the prior transit center location at 141 Clay Street. This location is miles from the new transit center at 900 East Main Street. On the mornings of operation, employees are required to park their cars at the new transit center and shuttle down to the old facility with fellow employees. The employees clock in at the new facility and wait until all other employees arrive so they can begin shuttling down to retrieve the buses. Upon reaching the garage, the employees inspect their vehicles and return to the new facility by shuttling back in groups in order to start the first 7:30 am run. At the end of the day, employees will begin to shuttle back as they become available at the end of their route to return their vehicles to the parking garage in order to perform their post trip inspections. The employees will travel back to the new transit facility at 900 East Main Street in shuttle shifts in order to clock out and return to their own vehicles. Although this is a temporary solution until the Phase 2 Transit Center garage is built, this situation is a waste of overall operational dollars and time of several employees. The new garage will reduce administrative costs immediately and allow employees to obtain vehicles readily on-site. Having the vehicles on-site will allow employees more time in the morning and afternoon to inspect vehicles more thoroughly which also relates to safety.

The economic development benefits of vacating the current garage are significant. The previous garage location is surrounded by what is referred to in downtown Kingsport as the "Academic Village". The Academic Village, developed in 2002, is a 54,000 square-foot facility located in Kingsport's downtown area that offers several certification courses hand-crafted with local businesses in mind. The goal is to help motivated individuals find a fulfilling job or to obtain relevant certifications in their field of interest by offering numerous fields of study. The Academic Village is comprised of the following: the GED Education Center, the RCAM (Regional Center for Advanced Manufacturing), the Northeast State Nursing Program, and the Kingsport Center for Higher Education (KCHE) administered by Northeast State Community College. KCHE offers educational programs from these four schools and is part of the larger Academic Village, which according to a recent study had an economic impact of nearly \$80 million in a span of 7 years. Between 3,000 and 3,500 higher education students are seeking degrees in classes held in the village or other locations in the downtown of the Model City. In addition to those students, between 1,000 and 1,500 students a year participate in non-degree classes, including employees of area industry in training. The center also hosts about between 150 and 175 community meetings a year. A recent study conducted by educational consultant Fred Martin of Knoxville showed an \$87.5 million economic impact between 2008-2015 to Kingsport and its surrounding area because of Northeast State's presence in the Kingsport Academic Village. The Academic Village grew out of a 1999 economic summit.

Another program, DB-EXCEL (Dobyns-Bennett Excellence in a Creative Environment for Learning), is an example of the cutting-edge education the district provides. DB Excel allows high school students to learn at their own pace through a blended learning model, taking some of their courses online while also having access to instructors and support staff. The program is housed in the Kingsport Press Building, home of Kingsport City Schools' main office and the Kingsport Chamber of Commerce in downtown Kingsport.

It has been a major initiative in Kingsport to support educational opportunities locally. Within the past 6 months, the "Inventor Center" has also opened its doors and has also provided a different venue of opportunity. This membership based facility supports local entrepreneurs and creates an environment that inspires the maker community to network, collaborate, practice their craft and learn new skills through classes, workshops and hands on demonstrations.

While it is exciting and inspiring to see the steady growth of quality of life in the community with an increased initiative for education in Kingsport, the downtown academic area is now "landlocked" and expansion is still needed for new educational initiatives. Vacating the transit facilities for downtown redevelopment is a mutual win for transit and the educational community. Completing Phase 2 of the comprehensive transit facility project is part of an overall master plan to redevelop that piece of prime real estate that allows for Governor Bill Lee's initiatives to come to fruition. Strengthening public education and expanding school choice, creating future workforce initiatives to prepare students for the jobs of the future in science, technology, engineering and math, creating the Governor's investment in education to expand access of vocational and technical training to students are among some of Lee's stated initiatives.

3) Safety

Discuss how the proposed project benefits the health, safety, and welfare of the public.

- Does the project improve safety for passengers or others?
- Does the project enable the agency to maintain assets in a state of good repair?
- Please provide supporting data or metrics if available.

Public transportation systems bring many benefits to individuals, communities, and the local economy. Some of these benefits include financial, reduction in air pollution, increased fuel efficiency, reduced traffic congestion, increase in mobility and self sufficiency, increase in safety in traveling and the overall encouragement of healthier habits in lifestyle.

Taking the bus is safer than driving a car, not only in terms of the safety of the vehicles themselves, which are maintained much more regularly than a personal car, but also in terms of the driving habits and training of the operators. Transit operators, and the ones that work for Kingsport Area Transit Service in particular, receive much more training than the average automobile driver (a CDL is required as well as a 6 week on the job training program) and also receive refresher training on a regular basis as well. Statistically, bus related accidents happen at a lesser rate, and with much lower passenger fatality rates than car travel does.

Public transportation is linked to healthier lifestyles, as people who use public transportation are said to get more than three times the amount of physical activity per day than those who don't, just from walking to and from their transit stops and their final destination.

By moving people more efficiently, public transit produces significantly less air pollution per passenger mile than a standard car carrying a single driver. Buses emit 20% less carbon monoxide, 10% less hydrocarbons, and 75% less nitrogen oxides per passenger mile than an automobile with a single occupant.

Phase 2 of this project is the implementation of a storage garage/ maintenance facility for the newly constructed transit center. The garage is critical for completing the comprehensive plan for this site and is necessary to operate efficiently, effectively and safely. As public transit expands and grows, so too will the vehicle fleet and the need to secure those assets. In addition to storing and maintaining our current fleet, the Phase 2 Transit Storage will be able to house larger buses and additional vehicles.

One of FTA's highest priorities is helping transit agencies maintain bus systems in a State of Good Repair (SGR). Transit agencies must have practices in place to preserve and expand transit investments. A solid public transit system must start with functional vehicles, which can be a massive investment for governments and the transit industry. The need to protect that investment becomes essential to daily commutes and goes hand in hand with a thriving economy. One tactic to protect public transit vehicles and ensure investment is spent appropriately, is having a storage space to house these vehicles. Vehicles that must be parked outside would be subjected to weather and possible vandalism which does not protect initial costly investments. Garages protect vehicles from damaging elements such as: 1. The sun which causes external paint fading and internal dashboard cracking when it's hot 2. The snow in colder seasons 3. Issues from vandalism such as slashed tires and graffiti. Overheating, iced windshields, dry rotted tires, rust resulting from dew that has collected, and damage to vehicle paint must all be considered when choosing the most efficient way to protect transit vehicles. The sun's rays damages interior plastics, hardens and cracks rubber seats (door seals/glass seats), and fades the paint. Leaves and dirt that fall on vehicles stored outside eventually find their way into water channels below the front windshield and also right behind the front fender, just ahead of the door. This has the effect of blocking water that is supposed to drain off, hence trapping moisture and causing rust. Vehicles that are stored inside also initially perform better on bitterly cold mornings.

This facility will be vital in maintaining and prolonging the state of good repair of the vehicle fleet as well as offering a safe location for employees to park and conduct pre/post maintenance of KATS vehicles. The safety of employees is also a priority at KATS. We believe having the employees on site while performing pre/post maintenance of their vehicles is safer than being offsite. Having the vehicles on-site will allow employees a safer environment and more time in the morning and afternoon to inspect vehicles more thoroughly which also relates to safety and overall customer service.

The bus wash facility will increase the longevity and performance of the fleet. Having both vehicle storage and maintenance needs on the same site will greatly enhance the safety, efficiency, and longevity of our operations. Safety is always a concern and should be the number one priority in transportation. Obtaining the vehicle storage facility is a priority because maintenance and preservation of the fleet in a state of good repair will benefit both employees and customers.

Procurement

Grantees are required to follow their own procurement policies, as well as comply with all state and federal (where applicable) rules and requirements regarding procurement, construction, and project reimbursement.

Project Readiness

- 1) ***Attach a Proposed Project Timeline.** Include activities that have been completed.
- 2) Estimated Date TDOT should expect the first reimbursement invoice request: September 2020
- 3) Estimated Date TDOT should expect the last reimbursement invoice request: January 2022

For Proposed Construction Projects Only

- a) Have the services of an A/E firm been procured for any preliminary engineering or design work? Yes ☒ No ☐

If yes, please provide a brief explanation of the work completed.

At the time of grant submission, the City of Kingsport has procured services of an A and E firm. The City of Kingsport bid the project and selected a consultant who has provided a calendar of work progress. Bid documents are projected to be available in April 2020.

- b) Will the services of the A/E firm be retained throughout the remainder of the design, engineering, and/or construction phases? Yes ☒ No ☐ N/A ☐

If yes, please explain in detail.

KATS would expect the A/E firm to be retained in order to oversee the planning, design, and construction of the project, from its beginning to its end. Construction Management would be crucial for implementing various operations through proper coordination and control of planning, design, estimating, contracting and construction in the entire process.

Proposed Project Timeline for KATS Vehicle Storage/Maintenance Facility

November 22, 2016: Right of way purchased

September 29 2019: Advertise for Expression of Interest/RFQ for A & E services

October 23, 2019: Bid Opening for A & E work

November 2019: Award A & E work

December 2019: Improve Act Grant Awarded for Phase 2 Storage/Maintenance Facility

February 2020: Contract Authorized

May 2020: Construction RFP

June 2020: Construction Contract Award

July 2020: Construction Mobilization

September 2021: Project Substantially Complete

December 2021: Construction Complete

- c) Was the procurement of the A/E firm competitively bid? If yes, please attach the supporting documentation (independent cost estimates, RFP, RFQ, ITB, evaluation criteria and evaluation results, etc...).

Yes ☒ No ☐

If no, please provide a narrative justification.

N/A

- d) Is any part of the project to be constructed inside State or Federal highway right-of-way? Yes ☐ No ☒
- e) Will the project impact an existing or eligible National Register Historic Site or District? Yes ☐ No ☒
- f) Does the project include a pedestrian/bike bridge or tunnel or impact an existing TDOT structure? Yes ☐ No ☒
- g) Does the project exist within 200-ft of a railroad or will any part of the project impact a rail line? Yes ☐ No ☒
- h) Is the proposed project within a designated floodplain? Yes ☐ No ☒

Local Support for Project

***Please attach a Commitment Letter** from the governing body confirming the availability and source of local funds to support the proposed project.

Project Budget

1) Provide a proposed Budget Summary in the table provided below. The proposed project may or may not include federal funds, but the maximum state share of the project is limited to three times the local share of the project.

Examples:

- A \$4M project may be funded by \$3M state and \$1M local with no use of federal funds.
- A \$10M project may be funded with \$6M federal, \$3M state, and \$1M local funds.

Total Proposed Project Budget: \$ 3,262,542

Please complete the budget amounts to fund the proposed project:

Requested IMPROVE Act Funds	\$ 2,446,907
Local Tax Revenue Matching Funds	\$ 815,635
Contract Revenue Matching Funds	\$
Other State Funds	\$
Federal Funds	\$
Federal Funds	\$
Other Funds	\$
TOTAL	\$ 3,262,542

- a. Please provide details for any funds categorized as "Other State Funds", "Contract Revenues", and Other (specify).

N/A

- b. Please provide details for any funds categorized as Federal Funds. Identify the federal program of the funds, as well as whether the funding is currently awarded to the applicant.

N/A

- c. In some cases, TDOT may consider funding a portion of the proposed project. Would the applicant consider accepting a reduced project scope/amount of funding?

Yes ☒ No ☐

If yes, provide a narrative on how a reduced amount of funding would impact the proposed project details, description, benefits, and/or budget.

For scalability purposes, this project could be implemented in smaller phases. To reduce the overall budget, one option would be to forgo construction of the wash bay. The reduction of the wash bay would result in a reduction of approximately \$550,000 (\$412,500 state and \$137,500 local). KATS would also be acceptable to receiving partial funding this fiscal year and the remaining next year.

2) ***Please attach a Detailed Budget.** The Detailed Budget should include a breakdown of the costs associated with all activities that are reasonably foreseeable and expected to be reimbursed with IMPROVE Act funds. Major project scope deviations may not be eligible for reimbursement with IMPROVE Act funds. Please be as diligent and detailed as possible with the proposed budgeted amounts.

3) ***Please attach detailed cost documentation.** In addition to a Detailed Budget, at a minimum, applicants must include an independent cost estimate(s) and support documentation to show due diligence in capturing all associated costs to see the project through to completion. Significant post-award cost overruns may not be eligible for reimbursement with IMPROVE Act funds.

Evaluation Criteria

Project applications are evaluated and awarded funds based on a competitive selection process by TDOT that takes into consideration several evaluation criteria, geographic distribution, and distribution amongst rural and urban transit agencies.

Scoring Factors

Applicant Compliance Status – 5 points

Project Benefits – 60 points

Project Readiness – 20 points

Project Location in Economically Distressed County – 5 points

Local Support in Excess of Minimum Required– 10 points

TOTAL – 100 points

END OF APPLICATION

TDOT PROJECT NO.: 82IMPV-S3-002

DGA NO.: DG21-65968

ATTACHMENT TWO**UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11 00 S0 Capital Assistance, Non-ADA - TDOT	\$2,446,907.00	\$0.00	\$2,446,907.00	\$815,635.00	\$3,262,542.00
11 00 S1 Capital Assistance, ADA - TDOT					
11 1x xx Revenue Rolling Stock					
11 2x xx Transitways / Line					
11 3x xx Station Stops & Terminals					
11 4x xx Support Equip / Facilities					
11 5x xx Electrification / Power Dist.					
11 6x xx Signal & Communication Equip					
11 7x xx Other Capital Items					
11 8x xx State / Programs Administration					
11 9x xx Transit Enhancements					
12 xx xx Fixed Guideway					
14 xx xx New Start					
SCOPE—OPERATING					
30 00 00 Operating Assistance - TDOT					
30 xx xx Operating Assistance					
SCOPE—PLANNING					
44 00 S0 Planning - TDOT					
44 xx xx Planning					
SCOPE—MANAGEMENT TRAINING					
50 xx xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51 xx xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55 xx xx Research Projects					
SCOPE—SAFETY & SECURITY					
57 xx xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70 xx xx					
SCOPE - Non-Add Scope Codes					
99 xx xx					
SCOPE - OTHER					
63 5x xx - Rural Technical Assistance Program					
xx xx xx - Other					
xx xx xx - Other					
xx xx xx - Other					
GRAND TOTAL	\$2,446,907.00	\$0.00	\$2,446,907.00	\$815,635.00	\$3,262,542.00

TDOT PROJECT NO.: 82IMPV-S3-002

DGA NO.: DG21-65968

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$2,446,907.00	\$0.00	\$2,446,907.00	\$815,635.00	\$3,262,542.00
TOTAL	\$2,446,907.00	\$0.00	\$2,446,907.00	\$815,635.00	\$3,262,542.00

ATTACHMENT THREE**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 1562

Is City of Knoxville a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Knoxville a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



AGENDA ACTION FORM

Budget Adjustment Ordinance to Amend Various Project Fund Budgets in FY21

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

Action Form No.: AF-214-2020
 Work Session: August 3, 2020
 First Reading: August 4, 2020

Final Adoption: August 18, 2020
Staff Work By: Morris
Presentation By: McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

The Bay Mountain Park Commission Fund budget is being increased to allocate \$36,000 from Fund Balance to the General Project Fund for the Bays Mountain Nature Center Exhibits project (GP1839).

The General Projects-Special Revenue Fund is being amended by accepting a \$2,000 grant from the Public Library Association and Grow with Google to create the Libraries Lead Grant project (NC2101) and by accepting a donation from the Friends of the Library in the amount of \$1,643 to match grant funds in the Library Technology project (NC2018).

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

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

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



AGENDA ACTION FORM

Budget Adjustment Ordinance to Amend Various Project Fund Budgets in FY21

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

Action Form No.: AF-214-2020
 Work Session: August 3, 2020
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Recommendation:

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Executive Summary:

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The General Projects-Special Revenue Fund is being amended by accepting a \$2,000 grant from the Public Library Association and Grow with Google to create the Libraries Lead Grant project (NC2101) and by accepting a donation from the Friends of the Library in the amount of \$1,643 to match grant funds in the Library Technology project (NC2018).

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *2W*

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

ORDINANCE NO.

AN ORDINANCE TO AMEND BAYS MOUNTAIN PARK
COMMISSION FUND, GENERAL PROJECT FUND, AND
GENERAL PROJECTS SPECIAL REVENUE FUND
BUDGETS FOR THE YEAR ENDING JUNE 30, 2021; AND,
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Bay Mountain Park Commission Fund budget be increased by allocating \$36,000 from Fund Balance to the Transfer to General Project Fund line for upgrade exhibits at the park.

SECTION II. That the General Project Fund be amended by transferring \$36,000 from the Bay Mountain Park Commission Fund to the Bays Mtn Nature Ctr Exhib project (GP1839) to upgrade exhibits at the park.

SECTION III. That the General Projects –Special Revenue Fund be amended by accepting a \$2,000 grant from the Public Library Association and Grow with Google to the Libraries Lead Grant project (NC2101) and accept a donation from the Friends of the Library in the amount of \$1,643 to match grant funds in the Library Technology project (NC2018).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 612: Bays Mt Park Comm Fund</u>			
<u>Revenues:</u>	\$	\$	\$
612-0000-361.22-00 INT LGIP	1,000	0	1,000
612-0000-364.30-00 From Non-Profit Groups	15,000	0	15,000
612-0000-392.01-00 Fund Bal Appropriations	30,000	36,000	66,000
Totals:	46,000	36,000	82,000
<u>Expenditures:</u>	\$	\$	\$
612-4530-473.20-55 Repairs & Maintenance	21,000	0	21,000
612-4530-473.20-99 Miscellaneous	2,000	0	2,000
612-4530-473.30-20 Operating Supplies & Tools	21,000	0	21,000
612-4530-473.30-22 Maintenance Supplies	2,000	0	2,000
612-4530-473.70-36 To General Project Fund	0	36,000	36,000
Totals:	46,000	36,000	82,000

Account Number/Description:
Fund 311: General Project Fund
Bays Mtn Nature Ctr Exhib (GP1839)

Revenues:

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
	\$	\$	\$
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
311-0000-391.62-00 Bays Mtn Park Comm Fund	0	36,000	36,000
<i>Totals:</i>	91,146	36,000	127,146

Expenditures:

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	1,146	0	1,146
311-0000-601.90-03 Improvements	90,000	36,000	126,000
<i>Totals:</i>	91,146	36,000	127,146

Account Number/Description:
Fund 111: General Projects-Special Rev Fund
Libraries Lead Grant (NC2101)

Revenues:

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
	\$	\$	\$
111-0000-364.20-00 From Corporations	0	2,000	2,000
<i>Totals:</i>	0	2,000	2,000

Expenditures:

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.30-10 Office Supplies	0	2,000	2,000
<i>Totals:</i>	0	2,000	2,000

Library Technology (NC2018)

Revenues:

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
	\$	\$	\$
111-0000-337.41-01 Technology Grants	1,643	0	1,643
111-0000-364.30-00 From Non-Profit Groups	0	1,643	1,643
<i>Totals:</i>	1,643	1,643	3,286

Expenditures:

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.30-10 Office Supplies	1,643	0	1,643
111-0000-601.30-14 Computer Supplies	0	1,643	1,643
<i>Totals:</i>	1,643	1,643	3,286

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.

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Agreement with Walter State Community College and the City of Kingsport

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

Action Form No.: AF-220-2020
 Work Session: August 17, 2020
 First Reading: N/A

Final Adoption: August 18, 2020
 Staff Work By: Chief Scott Boyd
 Presentation By: Chief Scott Boyd

Recommendation:

Approve the Resolution.

Executive Summary:

The Kingsport Fire Department (KFD) is requesting authorization for the Mayor to sign all documents necessary to allow Walter State Community College Emergency Medical Students an observation/hands on ride-along within the Kingsport Fire Department. This is a renewal from the contract that expired July 31, 2020.

This will benefit the Kingsport Fire Department by providing the experience of a fire bases emergency medical service for the students. This also allows the Fire Department the opportunity to expose potential employees to our City.

The Kingsport Fire Department would like for the City of Kingsport to enter into an agreement with Walter State Community College for this educational endeavor.

Attachments:

1. Resolution
2. Contract

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH
WALTERS STATE COMMUNITY COLLEGE, AND AUTHORIZING
THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE AGREEMENT

WHEREAS, the city, through the Kingsport Fire Department would like to enter into an agreement with Walter State Community College to allow Walter State Community College Emergency Medical Students an observation/hands on ride-along within the Kingsport Fire Department; and

WHEREAS, this will benefit the Kingsport Fire Department by providing the experience of a fire bases emergency medical service for the students, and also allows the fire department the opportunity to expose potential employees to the city.

Now therefore,

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

SECTION I. That a Clinical Affiliation Agreement with Walters State Community College 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 a Clinical Affiliation Agreement with Walters State Community College 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:

CLINICAL AFFILIATION AGREEMENT
BETWEEN WALTERS STATE COMMUNITY COLLEGE AND
CITY OF KINGSFORT

This Agreement is made this 2nd day of July, 2020, by and between Walters State Community College, hereinafter referred to as "Institution", and City of Kingsport, hereinafter referred to as "Affiliate".

Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

I. Purpose - The purpose of this Agreement shall be to provide clinical experience to students enrolled in the Emergency Medical Service Programs (EMS) of the Institution.

A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

B. The clinical experience shall be provided throughout the Affiliate's service area, hereinafter referred to as "Facility".

C. The specific experience to be provided students is described as follows:

1. Permit the student to practice those skills specifically identified in Attachments A, B, and C with appropriate supervision.

2. Provide observational opportunities as needed for learning experiences by the student.

II. Terms and Conditions - Pursuant to the above-stated purpose, the parties agree as follows:

A. Term - the term of this Agreement shall be for five years commencing August 1, 2020 and ending July 31, 2025.

Either party may terminate this Agreement upon giving 30 days written notice to the other party. Such termination shall have no effect on students receiving clinical experience during the current academic term.

B. Placement of Students - As mutually agreed between the parties, the Institution will place an appropriate number of students at the Facility each academic term.

C. Discipline - While enrolled in clinical experience at the Facility, students (and faculty if applicable) will be subject to applicable policies of the Institution and the Affiliate.

Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. However, the Affiliate may immediately remove from the Facility any student who poses an immediate threat or danger.

D. Specific Responsibilities - The following duties shall be the specific responsibility of the designated party (Institution and/or Facility):

1. The Institution shall be responsible for the selection of students to be placed at the Facility.
2. The Affiliate shall provide orientation to the Facility for students beginning clinical experience.
3. The Affiliate and Institution faculty shall be responsible for scheduling training activities for students.

4. The Affiliate's staff shall be responsible for supervising students at all times while present at the Facility for clinical experience.

5. The Affiliate staff shall evaluate the performance of individual students as appropriate.

6. The Affiliate shall retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.

7. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.

8. The Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.

9. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical facilities and services as necessary.

10. The Institution shall provide health records of students (and faculty, if applicable) upon request by the Affiliate.

11. The Institution shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.

12. The Affiliate requires written evidence of professional liability insurance coverage from individual students participating in the experience. The minimum amount of coverage per individual shall be \$1,000,000/\$3,000,000. The coverage shall extend through the term of the student's participation.

E. Mutual Responsibilities - the parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to: HIPAA Requirements: To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

2. Background Checks: If criminal background checks of students are required by the Affiliate, the Institution shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students will be informed by the Institution that the check must be completed within the 90-day period immediately prior to the student's initial clinical placement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.

If criminal background checks are required for Institutional faculty or staff, it shall be the Institution's responsibility to arrange for the background check, to pay all costs associated with such checks and to provide the results to the Affiliate.

It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty /staff member shall not participate at its facility, Affiliate shall so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical program at the Affiliate.

If an Institutional faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical program without the necessity of undergoing an additional background check.

Recognizing that students enrolled in the EMS programs at Institution will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial clinical placement if the student maintains continuous enrollment in the health care program and if the results of the background check are archived by the background check agency.

Institution shall inform students or faculty/staff members excluded from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.

4. Any courtesy appointments to faculty or staff by either the Institution or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.

5. Each party assures that it will not unlawfully discriminate against any individual including, but not limited to employees or applicants for employment faculty and/or students, because of race, religion, creed, color, gender, age, disability, veteran status, or national origin.

6. This Agreement shall be governed by and construed under the laws of the State of Tennessee.

7. The confidentiality of patient records and student records shall be maintained at all times.

F. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.

3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

4. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 et seq.

In witness whereof, the parties through their authorized representative, have affixed their signatures below.

[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 18th day of August, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



WSCC Contract Number: 332.96- 21-022N
PR Number: NA

WALTERS STATE COMMUNITY COLLEGE CONTRACT SUMMARY SHEET

If contract is submitted less than two (2) weeks before the effective date (2 months required for complex contracts), provide an explanation of the delayed submission: _____

1. Initiator: Tom Barry Date received by contract office: 7/2/2020
2. Contractor: City of Kingsport
Contact person: Chief Scott Boyd Phone: _____ Email: scottboyd@kingsporttn.gov
3. Purpose of contract: EMS Programs Agreement
4. This contract is (check all that apply):

<input type="checkbox"/> Drafted by WSCC/not standard form	<input checked="" type="checkbox"/> Clinical Agreement N/A
<input checked="" type="checkbox"/> Standard Form Agreement	<input type="checkbox"/> Dual Service Agreement
<input type="checkbox"/> Renewal of an Existing Contract	<input type="checkbox"/> Amendment/Addendum
<input type="checkbox"/> Vendor Generated Agreement	<input type="checkbox"/> From Bid/RFP
5. Contract Term:
Term: 8/1/2020 - 7/31/2025
6. Does this agreement meet TBR/WSCC Guidelines/Policies? ☒ Yes ☐ No
If no, explain: _____

7. Approvals

Please insert initials below	
Originator	<u>TB</u> Tom Barry
Contracts Office	<u>cu</u> Clint Williams
Departmental Approval	<u>CB</u> Chad Bryant
Departmental Approval	<u>DS</u> Donna Seagle
Vice President for Business Affairs	<u>MM</u> Mark Hurst
Please insert signature on subsequent pages	
President	Tony Miksa
Contractor/Vendor	City of Kingsport

Additional Comments:

**CLINICAL AFFILIATION AGREEMENT
BETWEEN
WALTERS STATE COMMUNITY COLLEGE
AND
CITY OF KINGSPORT**

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Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

- I. Purpose – the purpose of this Agreement shall be to provide clinical experience to students enrolled in the Emergency Medical Service Programs (EMS) of the Institution.
 - A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.
 - B. The clinical experience shall be provided throughout the Affiliate's service area, hereinafter referred to as "Facility".
 - C. The specific experience to be provided students is described as follows:
 1. Permit the student to practice those skills specifically identified in Attachments A, B, and C with appropriate supervision.
 2. Provide observational opportunities as needed for learning experiences by the student.
- II. Terms and Conditions – pursuant to the above-stated purpose, the parties agree as follows:
 - A. Term – the term of this Agreement shall be for five years commencing August 1, 2020 and ending July 31, 2025.

Either party may terminate this Agreement upon giving 30 days written notice to the other party. Such termination shall have no effect on students receiving clinical experience during the current academic term.
 - B. Placement of Students – As mutually agreed between the parties, the Institution will place an appropriate number of students at the Facility each academic term.
 - C. Discipline – While enrolled in clinical experience at the Facility, students (and faculty if applicable) will be subject to applicable policies of the Institution and the Affiliate.

Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. However, the Affiliate may immediately remove from the Facility any student who poses an immediate threat or danger.
 - D. Specific Responsibilities – The following duties shall be the specific responsibility of the designated party (Institution and/or Facility):
 1. The Institution shall be responsible for the selection of students to be placed at the Facility.
 2. The Affiliate shall provide orientation to the Facility for students beginning clinical experience.

3. The Affiliate and Institution faculty shall be responsible for scheduling training activities for students.
4. The Affiliate's staff shall be responsible for supervising students at all times while present at the Facility for clinical experience.
5. The Affiliate staff shall evaluate the performance of individual students as appropriate.
6. The Affiliate shall retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.
7. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.
8. The Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
9. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical facilities and services as necessary.
10. The Institution shall provide health records of students (and faculty, if applicable) upon request by the Affiliate.
11. The Institution shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.
12. The Affiliate requires written evidence of professional liability insurance coverage from individual students participating in the experience. The minimum amount of coverage per individual shall be \$1,000,000/\$3,000,000. The coverage shall extend through the term of the student's participation.

E. Mutual Responsibilities – the parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to:

HIPAA Requirements: To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement.

Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

2. **Background Checks:** If criminal background checks of students are required by the Affiliate, the Institution shall notify students of this requirement prior to enrollment in the program

or as soon as the requirement is known. Students will be informed by the Institution that the check must be completed within the 90-day period immediately prior to the student's initial clinical placement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.

If criminal background checks are required for Institutional faculty or staff, it shall be the Institution's responsibility to arrange for the background check, to pay all costs associated with such checks and to provide the results to the Affiliate.

It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty /staff member shall not participate at its facility, Affiliate shall so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical program at the Affiliate.

If an Institutional faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical program without the necessity of undergoing an additional background check.

Recognizing that students enrolled in the EMS programs at Institution will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial clinical placement if the student maintains continuous enrollment in the health care program and if the results of the background check are archived by the background check agency.

Institution shall inform students or faculty/staff members excluded from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.
 4. Any courtesy appointments to faculty or staff by either the Institution or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.
 5. Each party assures that it will not unlawfully discriminate against any individual including, but not limited to employees or applicants for employment faculty and/or students, because of race, religion, creed, color, gender, age, disability, veteran status, or national origin.
 6. This Agreement shall be governed by and construed under the laws of the State of Tennessee.
 7. The confidentiality of patient records and student records shall be maintained at all times.
- F Miscellaneous Terms – The following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.

3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
4. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 et seq.

In witness whereof, the parties through their authorized representative, have affixed their signatures below.

WALTERS STATE COMMUNITY COLLEGE

CITY OF KINGSFORT

Tony Miksa
Tony Miksa

President

Title

7/14/2020

Date

Signature

Title

Date

Mailing Address:
City of Kingsport
Attn: Chief Scott Boyd
130 Island Street
Kingsport, TN 37660

**WALTERS STATE COMMUNITY COLLEGE
EMERGENCY MEDICAL SERVICES
PARAMEDIC PROGRAM
CLINICAL SKILLS LIST**

PRECEPTOR: The following is a list of skills that the students have performed under classroom conditions. At your convenience, please allow the students to practice these skills under your direct supervision whenever possible.

Patient Assessment: To include an assessment of the patient utilizing a systematic approach to learn all relevant medical history, making pertinent observations, reviewing the patient's chart and do a pertinent physical examination. The paramedic should show proficiency in obtaining vital signs, verbal history, primary and secondary survey (head to toe assessment). The paramedic should demonstrate good communication skills with patient and other health care providers.

Airway Management: To include oxygen administration, oropharyngeal airways, nasopharyngeal airways, dual lumen airway, supraglottic airway, BVM, suctioning techniques, nasogastric tube, oral intubation, nasal intubation and cricothyrotomy. Student should be able to confirm tube placement by auscultating breath sounds and absence of epigastric sounds.

Medication Administration: To administer medications via intravenous, oral, sublingual, intramuscular, subcutaneous injection, and endotracheal using aseptic technique. Calculate proper drug dosage using correct formulas and correct concentration.

Cardiac Management: Including CPR, basic airway management, advanced airway management, EKG interpretation, cardioversion, defibrillation, TCP transcutaneous pacing, medication administration, and IV therapy.

Trauma: To include use of short and long spine immobilization devices, XP1, KED, cervical collars, and CID. Control bleeding, bandage, splint fractures using boards and traction splints, use MAST trousers, Chest Decompression and fluid resuscitation.

IV Therapy: To include selecting, inspecting, set up, and initiation of Intravenous Infusions including venipuncture, using aseptic technique, discontinuing IV lines, and maintenance of proper rate of infusion. Peripheral IV insertion, External Jugular IV insertion, Intraosseous cannulation, drug administration bolus via IV, drug administration drip via IV, and IV fluid resuscitation.

Communication: Give oral and written report to ER staff or other health care providers.

**WALTERS STATE COMMUNITY COLLEGE
EMERGENCY MEDICAL SERVICES
EMT PROGRAM
CLINICAL SKILLS LIST**

PRECEPTOR: The following is a list of skills that the students have performed under classroom conditions. At your convenience, please allow the students to practice these skills under your direct supervision whenever possible.

Patient Assessment: To include an assessment of the patient utilizing a systematic approach to learn all relevant medical history, making pertinent observations, reviewing the patient's chart and do a pertinent physical examination. EMT should show proficiency in obtaining vital signs, verbal history, and head to toe assessment if called upon to do so.

Basic Airway Management: To include oxygen administration, oral/nasal airways, BVM, manually triggered ventilation, pulse oximetry, and suctioning. Student is familiar with breath sounds, nasal cannulas, Venturi mask indications, simple and non-rebreather masks.

Assist in Cardiac Arrest: Including CPR, mechanical CPR device and basic airway management.

Bandaging: Student should be able to correctly dress and bandage assortment of wounds and injuries.

Patient Packaging: To include use of extremity board splinting, traction splinting, long spine immobilization devices, seated spinal immobilization devices, cervical collars, and CID.

Medication Administration: To administer medications via oral route and auto-injector, using aseptic technique.

Communication: Give oral and written report to other health care providers.

**WALTERS STATE COMMUNITY COLLEGE
EMERGENCY MEDICAL SERVICES
ADVANCED EMT PROGRAM
CLINICAL SKILLS LIST**

PRECEPTOR: The following is a list of skills that the students have performed under classroom conditions. At your convenience, please allow the students to practice these skills under your direct supervision whenever possible.

Patient Assessment: To include an assessment of the patient utilizing a systematic approach to learn all relevant medical history, making pertinent observations, reviewing the patient's chart and do a pertinent physical examination. The advanced EMT should show proficiency in obtaining vital signs, verbal history, primary and secondary survey (head to toe assessment). The advanced EMT should demonstrate good communication skills with patient and other health care providers.

Basic Airway Management: To include oxygen administration, oral/nasal airways, dual lumen airway, BVM, and suctioning. Student is familiar with breath sounds, nasal cannulas, Venturi mask indications, simple and non-rebreather masks.

Assist in Cardiac Arrest: Including CPR, mechanical CPR device and basic airway management.

Trauma: To include use of short and long spine immobilization devices, XP1, KED, cervical collars, and CID. Control bleeding, bandage, splint fractures using boards and traction splints, use MAST trousers, and fluid resuscitation.

Medication Administration: To administer medications via intravenous, oral, sublingual, intramuscular pediatric Intraosseous, subcutaneous injection, and using aseptic technique. Calculate proper drug dosage using correct formulas and correct concentration.

IV Therapy: To include selecting, inspecting, set up, and initiation of Intravenous Infusions including venipuncture, using aseptic technique, discontinuing IV lines, and maintenance of proper rate of infusion. Peripheral IV insertion, External Jugular IV insertion, Intraosseous cannulation, drug administration bolus via IV, drug administration drip via IV, and IV fluid resuscitation.

IV Maintenance: To include selecting, inspecting, set up, and initiation of Intravenous Infusions including venipuncture, using aseptic technique, discontinuing IV lines, and maintenance of proper rate of infusion. Peripheral IV insertion, pediatric Intraosseous cannulation, drug administration bolus via IV, and IV fluid resuscitation.

IV Initiation: Student must achieve five (5) successful IV starts. Due to time constraints and varying ER traffic, if student appears to not have opportunity to start adequate number of IV's, the preceptor may opt to send student to other departments at his/her own discretion.

Communication: Give oral and written report to ER staff or other health care providers.



AGENDA ACTION FORM

Contract with Consulting Firm AECOM for Development of Kingsport Area Long-Range Transportation Plan

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

Action Form No.: AF-219-2020
 Work Session: August 17, 2020
 First Reading: N/A

Final Adoption: August 18, 2020
 Staff Work By: Bill Albright/Mike Thompson
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

The Kingsport Metropolitan Transportation Planning Organization (MTPo) is housed and managed by the City of Kingsport and is responsible for transportation planning in Kingsport, Gate City, Weber City, Mount Carmel, Church Hill, and portions of Scott, Hawkins, Greene, Sullivan, and Washington Counties.

One of the most important products the MTPo is required to develop every 5 years is a major update to the area 20-Year Long-Range Transportation Plan (LRTP). Development of the LRTP is guided and reviewed by local, state, and federal agencies, including TDOT, VDOT, the Federal Highway Administration, and the Federal Transit Administration. Without an up-to-date LRTP in place, projects funded with federal and state dollars cannot be implemented.

The MTPo received eight (8) responses to the Request for Qualifications. The selection committee ranked these submittals and video interviewed the top three (3) candidates. The committee has selected AECOM from Nashville to research and write a new plan update for the Kingsport area. The negotiated fee is \$214,653.20. 80%, or \$171,722.56, is covered by federal funds with the City providing the local match of 20%, or \$42,930.64. Staff recommends the Board approve the contract with AECOM.

Attachments:

1. Resolution
2. Map
3. Scope of Work

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: *aw*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH AECOM
FOR THE DEVELOPMENT OF A KINGSPORT AREA LONG
RANGE TRANSPORTATION PLAN AND AUTHORIZING THE
MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE AGREEMENT

WHEREAS, The Kingsport Metropolitan Transportation Planning Organization (MTPO) is housed and managed by the City of Kingsport and is responsible for transportation planning in Kingsport, Gate City, Weber City, Mount Carmel, Church Hill, and portions of Scott, Hawkins, Greene, Sullivan, and Washington Counties

WHEREAS, the MTPO is required to develop every 5 years is a major update to the area 20-Year Long-Range Transportation Plan (LRTP), which is guided and reviewed by local, state, and federal agencies, including TDOT, VDOT, the Federal Highway Administration, and the Federal Transit Administration and without an up-to-date LRTP in place, projects funded with federal and state dollars cannot be implemented

WHEREAS, the MTPO received eight (8) responses to the Request for Qualifications; and

WHEREAS, staff recommends AECOM from Nashville to research and write a new plan update for the Kingsport area, with a negotiated fee of \$214,653.20.

WHEREAS, the fee terms are that 80% or \$171,722.56, is covered by federal funds with the city providing the local match of 20%, or \$42,930.64, which are available in MTPO's budget over the course of a few fiscal years.

Now therefore,

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

SECTION I. That an agreement with AECOM to research and write a new Kingsport Area Long-Range Transportation Plan (LRTP), 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 AECOM to research and write a new Kingsport Area Long-Range Transportation Plan (LRTP) and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 18th day of August, 2020.

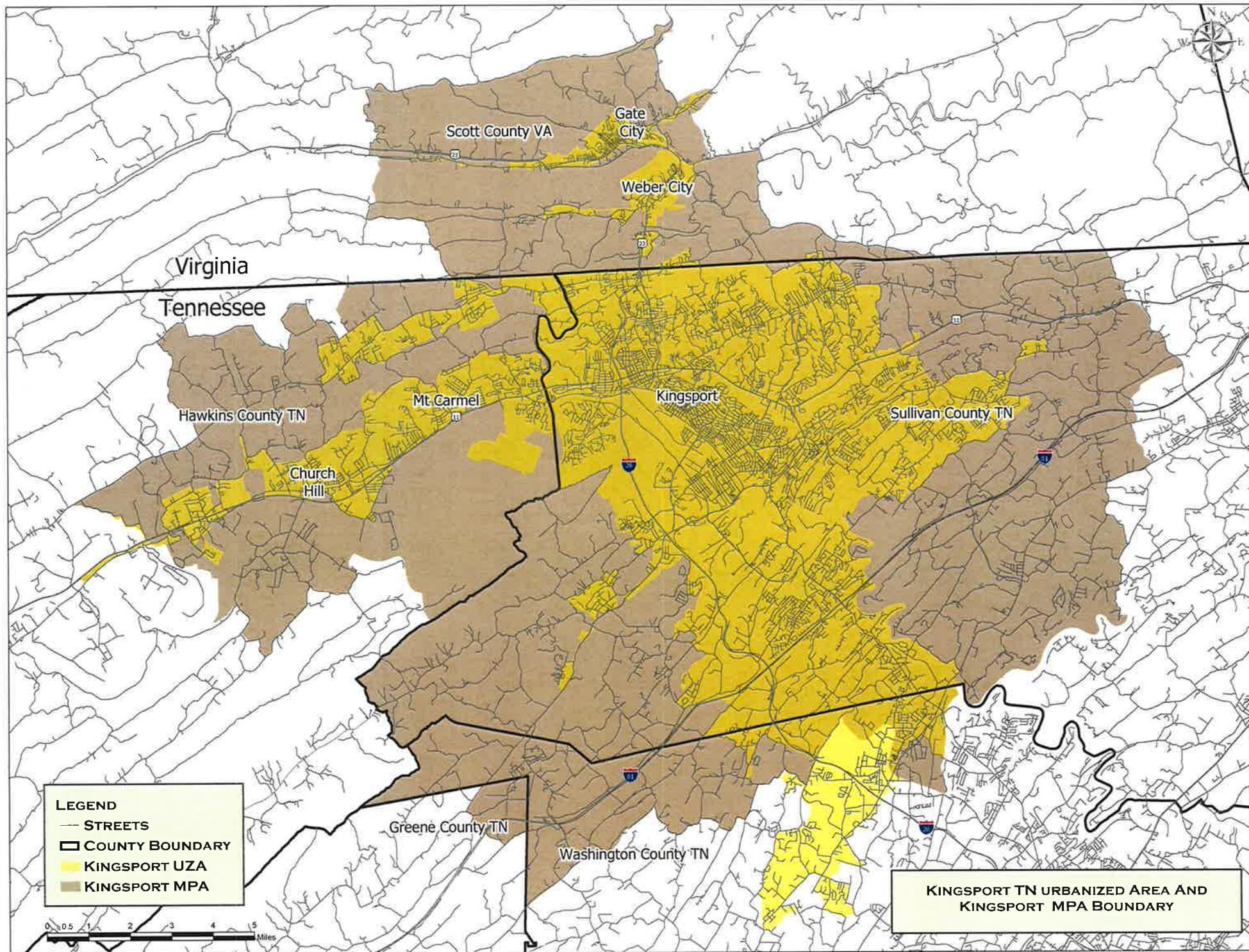
PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY





Kingsport MTPO 2045 Long Range Transportation Plan

Scope of Services and Fee Estimate

The Kingsport MTPO is in the process of updating their Long Range Transportation Plan (LRTP) to the year 2045. As adopted, the plan will meet the following 6 goals:

1. Mitigate Crashes (**Safety**)
2. Improve Access to Residential / Commercial / Institutional / Industrial Land Uses (**Accessibility**)
3. Improve Multimodal Connections (**Connectivity**)
4. Congestion Mitigation (**Mobility**)
5. Performance-Based (**Accountability**)
6. Support Economic Growth (**Suitability**)

In order to achieve these goals, AECOM will utilize the tasks described in the following Scope of Services.

Task 1 – Project Management

Upon Notice to Proceed, AECOM will work with MTPO staff to schedule the initial project kick-off meeting. This meeting will discuss many of the project specifics and initial data requests. The meeting will establish such elements as points of contact, key project team members, project schedule, deliverable milestones, and invoice requirements. AECOM will also work with MTPO staff to determine the appropriate frequency of the progress meetings.

Task 1 Deliverables:

- *Meeting Minutes*
- *Revised Project Schedule and Delivery Milestones*

Task 2 – Travel Demand Modeling

To account for the traffic impacts of the COVID-19 pandemic in 2020, the Regional Travel Demand Model (RTDM) and associated demographics will be updated to a 2019 base year. Future year networks will also be developed for 2030, 2045EC (existing+committed), and 2045L (fiscally constrained). At the beginning of the model update task, AECOM staff will review the existing model. AECOM will work with MTPO and TDOT staff to understand any shortcomings of the current TransCAD model.

The current model has 193 internal traffic analysis zones (TAZ) and 35 external stations. AECOM, in coordination with the Kingsport MTPO and TDOT staff will review the need for updating traffic analysis zone system based on updated socioeconomic data, anticipated project analysis needs, and ability to generate the base year and future year data for new zones. The highway network for the base year will be developed using the previous model's base year network and supplemented with TDOT's Roadway Inventory Management System (TRIMS) database. The master network's attributes will be updated along with projects that reflect the latest existing plus committed projects.

The trip generation rates, trip distribution patterns and mode-choice factors will be updated using the 2017 NHTS, U.S. Census data, and other data currently being developed or in use by the Kingsport MTPO staff. It is unlikely that 2020 Census data will be released in time for this model update, hence, the latest available American Community Survey data will be used as applicable. The existing model's trip purposes and variable used in the cross-classification tables are appropriate for the region. The external trips (external-external and external-internal) will be updated using the vehicle classification traffic counts available at or near the external station links for the base year.

The future year truck trips will be developed using combination of sources such as growth in historical traffic counts, trips from the Tennessee Statewide Travel Demand Model, and growth in population and employment for counties inside and outside of MTPO boundary. The truck trip generation rates will be reviewed against the latest data available from the Freight Analysis Framework (FAF). Currently, the FAF4 data are available for the base year 2012, recent years 2013-2018, and forecasts years 2020 to 2045. The creation of the fifth generation of FAF (FAF5) is underway, and the initial release is expected in late 2020. Truck trip distribution will be checked against the ATRI data from available from TDOT as well as trip patterns in the Tennessee Statewide Model for the Kingsport area.

The base year model will be validated against the 2019 traffic counts. The model estimated traffic flow (volumes) will be compared against traffic counts to check reasonableness of model performance. The model update and validation of each component will follow the latest version of the *Minimum Travel Demand Model Calibration and Validation Guidelines for State of Tennessee*. Model updates will be reviewed at various stages, by MPO and TDOT staff, and will also be discussed during scheduled interagency consultation meetings

Near the end of the project, AECOM staff will conduct a 2-day TransCAD training class for MTPO staff members. This class will provide guidance on how to maneuver through the revised travel demand model. Specific dates and locations will be discussed at a later date.

Task 2 Deliverables:

- *Technical Memo #3 – Model Development and Validation*
- *TransCAD Training Materials*

Task 3 – Public Engagement

AECOM will conduct public involvement activities, consistent with the Kingsport MTPO's Public Participation Plan (PPP), to support the 2045 LRTP update. MTPO staff and regional technical associates will be involved and will be a sounding board for potential LRTP updates and plans for engagement.

Given the disruptions COVID-19 has had on the public participation process for agencies around the country, AECOM will develop a virtual engagement room to help facilitate public input and circumvent the need for in-person interaction. Using an intuitive design approved by MTPO staff, stakeholders can maneuver through the virtual room and easily access the exhibits, surveys, photos, and other important meeting material. Currently being used on other AECOM projects, virtual engagement rooms:

- Allow stakeholders to participate in the public involvement process from the safety and convenience of their homes at all times of the day.
- Boost the effectiveness of outreach overall - even in normal conditions.

To survey a broader audience about their priorities for the Kingsport region, an online survey tool is an excellent option for obtaining actionable feedback. AECOM recommends using more visually engaging survey tools such as Map.Social, Typeform, SurveyMokey, or even Google Forms. This will allow our survey developers to create surveys that are easy to read and will promote the desired level of feedback. Furthermore, these survey tools can be incorporated and accessed through the proposed virtual engagement rooms to allow for a "one-stop shop" experience.

Using an intuitive design, stakeholders can move through the virtual room, using a zoom feature to explore each exhibit or material. The tool accommodates content commonly developed for in-person engagement, including exhibits, photos and video.

In order to reach a broad audience, AECOM will utilize the email distribution list of interested parties maintained by the MTPO to distribute notice of upcoming opportunities for public involvement. To encourage more people to sign up for the list, we propose distributing messages via existing social media channels run by members of the TCC. In addition to coordinating with members of the TCC and the general public, AECOM will engage the local and regional agencies at key points throughout the project. If needed, these workshops could be conducted virtually using either Microsoft Teams or Zoom virtual meeting platforms. These platforms are also beginning to support virtual breakout rooms which could be used to engage the entire audience at the beginning of the meeting and then break out into location or issue-specific smaller working groups.

Task 3 Deliverables:

- *Public Engagement Plan*
- *Public Survey Feedback and Analysis*
- *Virtual Public Meeting Room and Materials*

Task 4 – Plan Development

As with any regional transportation study, it is critical to account for every possible travel mode when dealing with the safe and efficient movement of people and goods. For an advanced urban area like the Kingsport region, the development of a LRTP goes well beyond the addition of a few highway projects.

AECOM will provide mode-specific analysis using the regional travel demand model, MTPO staff input, public engagement tools, and other state-of-practice methodologies to produce a list of potential solutions which will be compared side-by-side to determine the most effective solution.

Initially, data will be gathered and processed in GIS regarding demographics, environmental constraints, and existing mode-specific networks. This data will be analyzed and communicated to the stakeholders through engaging and easy-to-read graphics. The AECOM modeling team will utilize the updated travel demand model data to immediately identify areas of existing and future deficiencies and begin to incorporate the model results with input gathered from the public outreach events to determine which corridors are most important to each mode-specific network: motor vehicle, freight, bicycle, pedestrian, and public transportation. These results will be presented to the Kingsport MTPO staff in a series of technical memoranda and regularly scheduled progress meetings

Working with MTPO staff, AECOM will recommend only those projects that are constructible, affordable, and realistic. Cost estimation will be an involved and iterative process. Initially, cost data will be gathered using existing and projected revenue sources from previous plans. Based on initial feedback of the desired project recommendations, cost estimates involving preliminary engineering, right-of-way costs, and construction projects will be used as a starting point and updated as appropriate. Other initial cost estimates will be developed using a mixture of TDOT historical cost data and cost estimates of other projects with similar in size and scope. These cost estimates will be refined as AECOM receives additional feedback from the TCC and Executive Board. During the Fiscal Analysis stage, AECOM will provide the Kingsport MTPO with a unique real-time fiscal analysis tool to allow users to identify the financial impacts of accelerated or delayed projects, project cost overruns/underruns, of additional revenue sources, and of movement of projects from “programmed” to “unprogrammed” and vice-versa.

Project costs and revenues will be adjusted to match the particular project’s horizon year. Typically, inflation rates are assumed to remain static at 3 percent. However, AECOM will work with Kingsport MTPO staff and through interagency consultation to determine the most appropriate rate to match the current economic climate. Additionally, the fiscal analysis tool will also be used to help determine which projects can be included in the fiscally constrained project list, and which projects will become part of the plan’s illustrative list. The illustrative projects will be defined as proposed projects that meet the plan’s goals and objectives but have not been associated with a particular funding source due to fiscal constraint or other circumstances. When conditions

change, or new funding sources are discovered, (e.g., IMPROVE Act) Illustrative projects can be amended into the plan accordingly.

Successful completion, adoption, and application of the 2045 LRTP document is obviously required to declare the project a success; but because of this document's importance to the region, AECOM believes that a well-presented, clean, informative planning document is just as vital to project's success as project adoption. To this extent, the AECOM team will work with Kingsport MTPO staff near the beginning of plan development to discuss document specifics such as project colors, graphic identity, logo, and general layout. Although, the document creation task does not dominate the project workload until much later in the project's timeline, creating the project's identity early will help the general public and stakeholders to assimilate the brand with the project.

During the first few months of the project, AECOM will present Kingsport MTPO staff with several graphic options for the development of the plan materials. During this time, the project team will also begin creating an LRTP outline that closely resembles the format identified in the RFQ. AECOM will also begin to develop the "Background" and "Existing Conditions" chapters for initial review. Based on feedback from MTPO staff and subject matter experts, AECOM will begin to draft mode-specific chapters for review and feedback. Ultimately, the fiscally constrained LRTP will be drafted and available for staff review and public comment prior to the scheduled adoption date, (refer to proposed project schedule). In addition to supplying the MTPO with a graphically pleasing and easy-to-read LRTP document, the 25-year plan will also include an appendix containing documented public meeting notices, interagency meeting minutes, model development documentation, environmental discussion documentation, online survey results, and other items that were collected during the production of the 2045 LRTP.

Focus on Economic Development

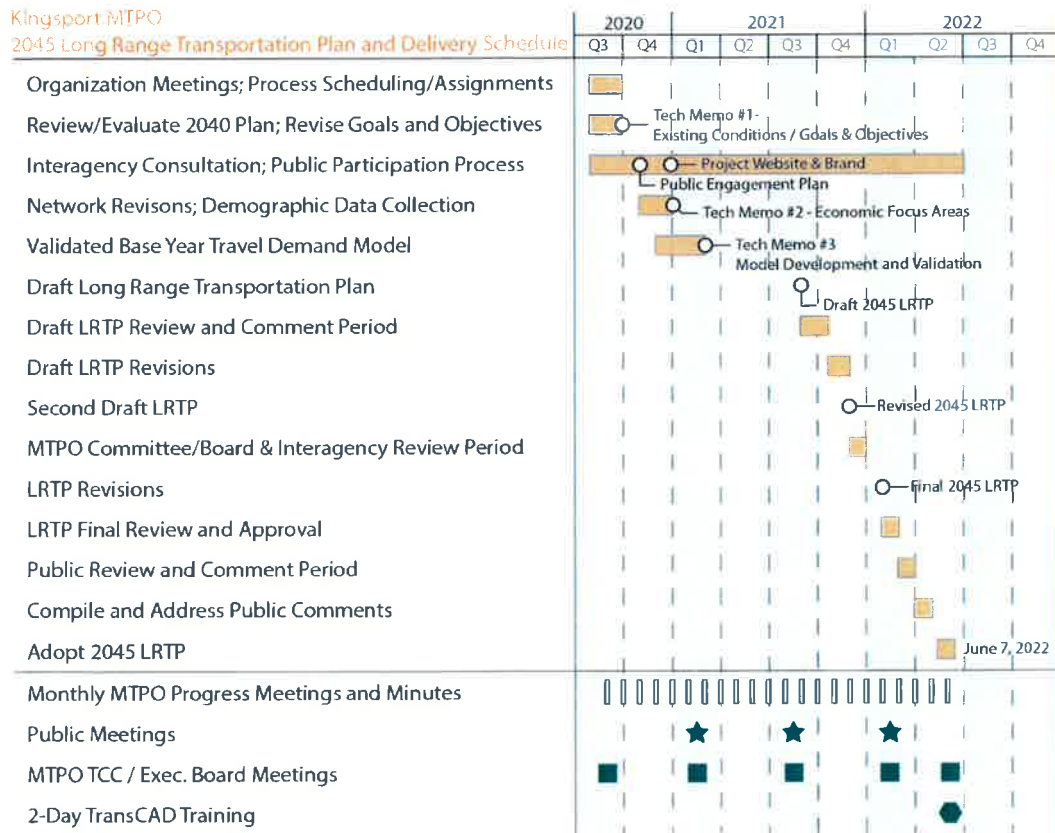
The MTPO has stressed the importance of developing a regional transportation plan that places a high emphasis on the need to promote new economic opportunities as well as sustain the current regional economy. Working with MTPO staff and other regional partners, AECOM will utilize the various resources currently in use at TDOT, TNECD, the University of Tennessee-Knoxville, and local Chambers of Commerce to identify economic focus areas within the region and develop plan recommendations in these areas that can encourage development while achieving the goals of the plan.

Task 4 Deliverables:

- *Technical Memorandum #1 – Existing Conditions, Goals, and Objectives*
- *Excel-based Project Cost Estimating Tool*
- *Technical Memo #2 - Economic Focus Areas*
- *Draft / Final Long Range Transportation Plan and Appendices*

Project Schedule

Below is the proposed project schedule for the Kingsport 2045 LRTP. The milestone dates shown assume a Notice to Proceed date in August 2020.



Estimated Fee

Based on the tasks identified in the previous pages, AECOM estimates the lump sum cost of the services listed in the Scope of Work at \$214,653.20. The cost breakdown by task and estimated direct cost is listed below.

Task	Hours	Total Cost	FBL Rate
1. Project Management	142	\$ 19,359.67	\$ 136.34
2. Travel Demand / Land Use Models	372	\$ 52,749.97	\$ 141.80
3. Public Engagement	240	\$ 31,253.78	\$ 130.22
4. Plan Development	992	\$ 98,589.78	\$ 99.38
Total Labor	1746	\$201,953.20	\$ 115.67
Estimated ODC Costs			
Travel		\$ 3,700.00	
Public Engagement Materials		\$ 9,000.00	
Total Project Cost		\$214,653.20	



AGENDA ACTION FORM

Amend Contract with Mark III to Renew One More Year

To: Board of Mayor and 18-2020 Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-218-2020
 Work Session: August 17, 2020
 First Reading: N/A

Final Adoption: August 18, 2020
 Staff Work By: George DeCroes
 Presentation By: George DeCroes

Recommendation:

Approve the Resolution.

Executive Summary:

On July 1, 2017 an agreement with Mark III Employee Benefits was signed for services for one year. The past two years we have renewed with no increase from Mark III for our services and have been pleased with our level of service.

We recommend an additional year with Mark III Employee Benefits to further evaluate their services for one additional year with a total cost to remain at \$35000 annually. Funding is in the budget in Account # 625-1604-413-20-20. We plan to issue a new RFP for this contract next year.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *zw*

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*

	<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 AGREEMENT WITH MARK III EMPLOYEE BENEFITS TO EXTEND THE CONTRACT FOR ONE YEAR; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in July, 2017, the city entered into an agreement with Mark III Employee Benefits, which provides review of all city benefit plans and programs and makes recommendations; and

WHEREAS, the terms were for one year renewals at a cost of \$35,000.00, and the agreement will expire on June 30, 2020; and

WHEREAS, the city would like to amend that agreement to add an additional year at a cost of \$35,000.00 to expire on June 30, 2021; and

WHEREAS, funding is available in Account # 625-1604-413-20-20.

Now therefore,

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

SECTION I. That an amendment to the agreement with Mark III Employee Benefits to extend the agreement for an additional year 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 of Mark III Employee Benefits and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment 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 18th day of August, 2020.

PATRICK W SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Purchase Water Meters for Advanced Metering Infrastructure (AMI) Upgrade

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

Action Form No.: AF-211-2020
 Work Session: August 17, 2020
 First Reading: N/A

Final Adoption: August 18, 2020
 Staff Work By: Chris Alley
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

This resolution will authorize the City Manager to enter into a purchase order with Core and Main for the purchase of Master Meter water meters. These meters will be used as part of our water meter infrastructure replacement program. The decision to continue with Master Meter is based on continuity, compatibility, flexibility in migration, and the ability to utilize newer technology meters within our system.

Standardization of water infrastructure and consistency of materials and equipment is important in maintaining our system. Therefore it is recommended to approve this purchase to Core and Main in the total amount of \$915,273.46, and also request this award be approved for all water meters from this point forward. These purchases will be made on an as needed basis, and only if sufficient funding is available for future fiscal years.

Funding is available and identified in WA2008.

Attachments:

1. Resolution
2. Proposal
3. City Manager Approval Memo
4. Core and Main Letter

Funding source appropriate and funds are available: *mw*

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: *mw*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A PURCHASE ORDER FOR MASTER METER WATER
METERS TO CORE & MAIN LP

WHEREAS, the city is in the process of a water meter infrastructure replacement program and needs to purchase water meters that will work with the infrastructure already in place, which will create continuity, compatibility and flexibility in migration; and

WHEREAS, the city would like to purchase Master Meter water meters from Core & Main LP in the amount of \$915,273.46 and request this award be approved for all water meters from this point forward, with purchases to be made on an as needed basis, and only if sufficient funding is available for future fiscal years; and

WHEREAS, funding is available and identified in WA2008.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Core & Main LP for the purchase of Master Meter water meters in the amount of \$915,273.46 and authorized to execute purchase orders for all water meters from this point forward, with purchases to be made on an as needed basis, and only if sufficient funding is available for future fiscal years.

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 18th day of August, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Bid Proposal for Kingsport AMI Upgrade

CUSTOMER	KINGSPORT, CITY OF STOCK 1213 KONNAROCK KINGSPORT, TN 37660 Contact: Chris Alley (T) 4232242546 chrisalley@kingsporttn.gov	Job Kingsport AMI Upgrade Bid Date: 07/31/2020 Bid #: 1400010
	Sales Representative Corrine Campbell (T) 865-247-1001 corrine.campbell@coreandmain.com	Core & Main 5905 Old Rutledge Pike Knoxville, TN 37924 (T) 865-546-3225
CONTACT		
NOTES		



Bid Proposal for Kingsport AMI Upgrade

KINGSPORT, CITY OF
Bid Date: 07/31/2020
Core & Main 1400010

Core & Main
5905 Old Rutledge Pike
Knoxville, TN 37924
Phone: 865-546-3225
Fax: 865-546-3448

Seq#	Qty	Description	Units	Price	Ext Price
10	4940	5/8X3/4 BLMJ ALLEGRO METER USG C/I BTM B12-A21-A15-0101A-1	EA	185.00	913,900.00
20	6	1" BLMJ ALLEGRO METER	EA	228.91	1,373.46
30		*****			
40		ITEMS BELOW GIVEN TO CITY			
50		AT NO CHARGE			
60	1	ALLEGRO BASE STATION	EA	0.00	0.00
70	1	BASE STATION INSTALLATION	EA	0.00	0.00
80	3	STANDARD REPEATER	EA	0.00	0.00
90	3	STANDARD REPEATER INSTALLATION	EA	0.00	0.00
100	1	FCC LICENSE	EA	0.00	0.00

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



Office of the Deputy City Manager

225 West Center Street • Kingsport, TN 37660 • 423-229-9471

RyanMcReynolds@KingsportTN.gov

To: Chris McCartt, City Manager
From: Ryan McReynolds, Deputy City Manager
Date: August 13, 2020
RE: Water Meter Replacements

In the past, the City transitioned from manually read water meters to a much more efficient method, Automatic Meter Reading (AMR) meters. Through the transition process the City standardized water meter to a proprietary system provided by Master Meter. Over the past few years, as AMR meters have needed replacement, the City has replaced the AMR meters with Advanced Metering Infrastructure (AMI) meters. While both AMR and AMI meters are able to transmit to a mobile receiver in a service vehicle, AMI meters prepare the City to read meters via a "fixed base" system. This current transition over time will enhance the City's customer service level by allowing customer service representatives to retrieve real-time information regarding usage.

As part of this current transition and as part of the City's routine replacement of water meters, it is staff's recommendation to purchase 5,000 Master Meter water meters from Core & Main, Master Meter's distributor.

The recommendation to continue utilizing Master Meter is based on the following rationale:

- Standardization of proprietary equipment for maintenance and replacement
- Compatibility with existing meter reading equipment and proprietary software
- Elimination for the need of multiple pieces meter reading equipment to be located in the service vehicle and ultimately throughout the throughout the City's service area upon full transition to AMI.
- Elimination of multiple software programs needed to collect and translate data with the City's Billing System.
- Ability to transition from AMR to AMI with consistent reading equipment and software

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 my recommendation the purchase of the Master Meter water meters is in the best interest of the City of Kingsport for the reasons listed above.

If you are in agreement with this recommendation your signature of approval is needed for documentation. Please feel free to contact me should you have any questions or concerns.

Approved 

Date 8-13-2020



July 28, 2020

City of Kingsport, TN
1213 Konnarock Rd.
Kingsport, TN 37664

To Whom It May Concern:

This letter is to inform you that Core & Main is currently Master Meter's exclusive and only approved distributor in the state of Tennessee. All pricing, inquiries and sales opportunities of Master Meter products must be handled through Core & Main.

Core & Main was selected as our exclusive distributor due to their location and willingness to maintain inventory, which allows them to better service Master Meter customers in that area. They have made a commitment to stocking products for the various customers in the area and to providing ongoing support and the sales effort needed to grow our business.

Exclusive agreements are very common in our industry today due to the complexity of products being sold. The knowledge needed to properly support a product line such as water meters and electronics is essential to servicing our customers. Working exclusively with one distributor in an area makes it easier to properly track the movement of product and is critical to our ability to respond when a problem occurs.

Please feel free to contact me if you should have any questions. Master Meter and Core & Main look forward to having the opportunity to work with you and thank you for your business.

Respectfully,

A handwritten signature in black ink that reads 'Brandon Foster'.

Brandon Foster
Vice President of Sales – Eastern Region
Master Meter Inc.
bfoster@mastermeter.com
Office (817) 842-8108
Cell (706) 594-5763

cc: Scott Bradley, RSM



AGENDA ACTION FORM

Approve Permit for a Carnival to Operate Temporarily at 4540 University Boulevard

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

Action Form No.: AF-224-2020
 Work Session: August 17, 2020
 First Reading: N/A

Final Adoption: August 18, 2020
 Staff Work By: Weems
 Presentation By: Weems

Recommendation:

Approve the Resolution.

Executive Summary:

The owner of KGN Promotions LLC has applied to operate a carnival from September 23rd through October 3rd in the parking lot of 4540 University Boulevard (University Square). Per city code, the Board is required to approve a permit for carnivals. The applicant agrees to abide by the Tennessee Pledge plan for Attractions, Large Venues & Large Community Events.

Attachments:

1. Resolution
2. Map
3. Application
4. Tennessee Pledge Guidelines

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PERMIT TO OPERATE A
CARNIVAL PURSUANT TO SECTION 10-75 OF THE CODE OF
ORDINANCES

WHEREAS, the owner of KGN Promotions LLC has applied to operate a carnival to be located at 4540 University Boulevard; and

WHEREAS, the carnival is proposed to be operational from September 23, 2020, through October 3, 2020; and

WHEREAS, the B-3 zone classifies commercial entertainment as a principal use; and

WHEREAS, applicant agrees to abide by the Tennessee Pledge plan for Attractions, Large Venues & Large Community Events; and

WHEREAS, section 10-75 of the Code of Ordinances provides that a permit for a carnival is issued by the board of mayor and aldermen.

Now therefore,

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

SECTION I. That a permit for the operation of a carnival from September 23, 2020 through October 3, 2020, to be located at 4540 University Boulevard by KGN Promotions LLC is approved.

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

ADOPTED this the 18th day of August 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



- Collector
- Expressway
- Interstate
- Local
- Major Arterial
- Minor Arterial
- Private
- Ramp
- Parcels

0 25 100 150 200 Yards



CARNIVAL PERMIT APPLICATION

Applicant Name_
Kevin Garth Nicely

First Middle Last Suffix
Home Address 1037 Robertson
st City Kingsport State Tn Zip Code 37660

Business Name KGN Promotions LLC DBA/ Fun Time Family Amusements

Business Owner Garth Nicely

Business Address 1037 Robertson
St City Kingsport State Tn Zip Code 37660

Business Phone 423-817-2263 Business Email
garth0480@yahoo.com

Proposed location for carnival (attach a site plan to this application) :

University Square Shopping Center 4540 Stone Dr. Kingsport Tn 37660

Proposed dates and times of operation:

9/23/20 to 10/3/20 4pm to 1030 pm weekdays ,12 noon to 1030 pm on weekends

Has property owner permission been secured to operate a carnival at this location? X yes _____no

Name of property owner: Frizzell Construction Inc Property owner phone: 423-764-5107

Signature

Date

Signed before me, a Notary Public, for the State of _____, County of _____ on this the
_____ day of _____, 20_____.

NOTARY: _____ My commission expires: _____.

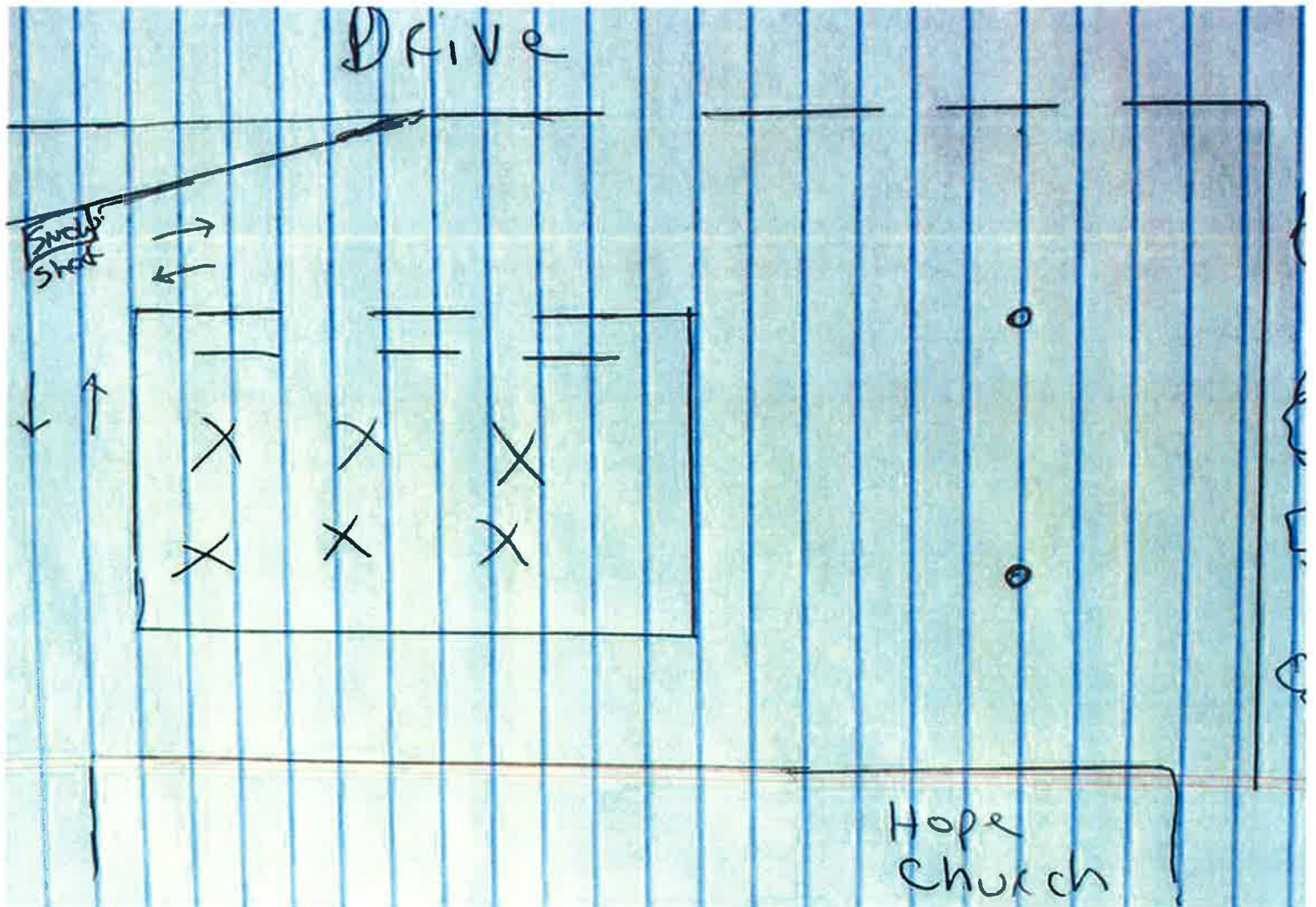
KGN Promotions LLC Covid 19 Procedures

We follow all Tennessee State Covid guidelines

- 1- All employees and customers are required to wear mask**
- 2- All employees temperature is taken daily and all customers will have their Temperature taken before entering and will be asked to leave if above acceptable levels**
- 3- All rides will have social distancing lines marked at entrances**
- 4- Only same Family and Friend groups will be seated in the same Car/seat**
- 5- Cars and seats will be sanitized after every ride cycle .**
- 6- We have a full time Sanitizers that sprays/sanitizes the ride fence ,portable toilets and general areas .**
- 7- Rides will be spaced out to allow for social distancing and we have a 120 person limit on our midway and one time.**

We have been at the Johnson City Mall and in Bristol with no complaints and many compliments on the way we have provided a Safe, clean and enjoyable form of entertainment for families in these times. Thanks

Proposed Carnival location in the parking lot of 4540 University Blvd (University Square)
proposed to be operational from Sep 23rd through Oct 3rd



Attractions, Large Venues & Large Community Events

The "Tennessee Pledge" is a plan to help Tennesseans get back to work in a safe environment, restore their livelihoods and reboot our state's economy.



Tennessee
Pledge



Attractions, Large Venues & Large Community Events

For the purposes of these guidelines, the term “attractions, large venues and large community events” means any venue (indoor or outdoor), facility, or place of interest which offers leisure, amusement, or entertainment activities. Despite hosting a large number of people on-site at any one time, such venues should operate in a manner such that persons from different households or small groups are able to substantially maintain 6 feet of separation from other persons or small groups outside their own group during their visit. These venues could include, for example, concert and performing arts venues, amusement and water parks, fairs, festivals, expos, parades, auditoriums, theaters and dinner theaters, zoos, museums, convention centers, roller or ice skating rinks, and sporting event venues.

Executive orders from the governor and/or local orders in six counties with a locally run county health department (Davidson, Hamilton, Knox, Madison, Shelby, and Sullivan) continue to limit group sizes for participation in social and recreational gatherings and require persons or groups of certain sizes to maintain separation from other persons or groups outside their own group. Venues should be mindful of applicable orders and ensure that their operations facilitate compliance with them.

The overarching goal of these guidelines is to reduce exposure to individuals and surfaces that may result in COVID-19 exposure by maintaining safe distances between people (at least six feet), reducing contact with and improving sanitization of common surfaces, and increasing personal protective equipment use. Venue operators should evaluate the profile of their customer and employee engagement with the venue and other persons at such venue to make appropriate adaptations as necessary, even if not specifically described below. Finally, event operators and planners are encouraged to consider whether the event can safely be hosted even with substantial modifications.

These guidelines do not replace or supersede any requirements applicable to your business or licensed employees pursuant to law or regulation. Rather, these guidelines are intended as a supplement to assist with safely reopening and providing services due to COVID-19. These guidelines are subject to change.



Safeguarding Guidance

In addition to strict adherence with CDC guidelines, the State recommends all attractions, large venues and large community events implement an assortment of measures to protect consumers and employees, including:

Employee Protection

- **Daily screen all staff reporting to work for COVID-19 symptoms** with the following questions:
 - Have you been in close contact with a confirmed case of COVID-19 within the past 14 days (Note: does not apply to medical personnel, first responders, or other individuals who encounter COVID-19 as part of their professional or caregiving duties while wearing appropriate PPE)?
 - Are you experiencing a cough, shortness of breath or sore throat?
 - Have you had a fever in the last 48 hours?
 - Have you had new loss of taste or smell?
 - Have you had vomiting or diarrhea in the last 24 hours?
- **Temperature screening staff:**
 - Best practice: employers/operators to take staff temperatures on-site with a no-touch thermometer each day upon arrival at work
 - Minimum: temperatures can be taken before arriving. Normal temperature should not exceed 100.4 degrees Fahrenheit
- **Direct any staff who exhibits COVID-19 symptoms** (i.e., answers “yes” to any of the screening questions or who is running a fever) to leave the premises immediately and seek medical care and/or COVID-19 testing, per Tennessee Department of Health and [CDC guidelines](#). Employers should maintain the confidentiality of employee health information.
- **All staff should stay home when feeling ill**, when exposed to COVID-19 (e.g., positive household member case), or if diagnosed with a confirmed case of COVID-19. Staff who are particularly vulnerable to COVID-19 according to the CDC (e.g., due to age or underlying conditions) are encouraged to stay home
- **Staff should wear cloth face coverings** (not an N-95 or medical mask, which should be reserved for healthcare workers) while at work and in public to help protect against the spread of the virus
- **For activities requiring close contact between staff with customers** (e.g., physically checking customer safety restraints on a ride, etc.), have staff wear PPE such as masks, avoid face-to-face contact with riders, minimize physical contact with riders, and wash their hands often
- **Employers should provide training to staff** on mitigation and safeguards, including social distancing protocol for interacting with customers



Tennessee Pledge

- **Provide sanitizing stations** in staff areas such as a wash station with soap and running water and/or hand sanitizer
- **Practice recommended social distancing** to the greatest extent possible — “Further is safer”
- **Stagger shifts, breaks, and meals**, in compliance with wage and hour laws and regulations to promote social distancing
- **Allow employees not providing in-person support to work from home** as much as possible
- **Staff should increase hygiene practices**—wash hands more frequently, avoid touching face, practice good respiratory etiquette when coughing or sneezing
- **Covered employers and employees should be aware of the provisions of the federal Families First Coronavirus Response Act**, which allows for paid sick leave or expanded family and medical leave for specified reasons, such as for self-quarantining or seeking a medical diagnosis for COVID-19 symptoms
- **Restrict access to confined areas** (field office, control room, etc.) to only essential staff
- **When third parties must be on-site (e.g., deliveries), adopt screening measures and/or protocols** to reduce contact between staff and third parties with appropriate social distancing precautions and use of personal protective equipment
- **Post extensive signage on health policies**, including the following documents, in the workplace to help educate building occupants on COVID-19 best practices:
 - [CDC guidance to stop the spread of germs](#)
 - [CDC guidance on COVID-19 symptoms](#)

Consumer Protection

- **Screen customers/visitors for illness upon their entry into the venue:**
 - Best practice: Temperature checks and symptom screening questions (see below) asked of every customer. Customers with temperatures above 100.4 degrees Fahrenheit should not be permitted on premise.
 - Minimum: Post signage listing symptom questions and/or conduct direct screening of customers regarding COVID-19 symptoms
 - Have you been in close contact with a confirmed case of COVID-19 in the last 14 days (Note: does not apply to medical personnel, first responders, or other individuals who encounter COVID-19 as part of their professional or caregiving duties while wearing appropriate PPE)?
 - Are you experiencing a cough, shortness of breath, or sore throat?
 - Have you had a fever in the last 48 hours?
- **Strongly encourage (or at operator’s discretion, require) guests to wear cloth**



Tennessee Pledge

- **face coverings** according to [CDC guidance](#)
- **Avoid combining persons or small groups with other non-household or non-associated persons or small groups** within 6 feet of one another. For some indoor venues, this could mean maximum capacity is below 50% due to closed rows or seats to maintain 6 feet of distance
 - For example, applicable governor's executive orders and/or local orders in six counties with a locally run county health department may permit multiple separate small groups to sit in an area and watch an event, but only if the separate groups maintain at least six (6) feet of separation from one another, rather than all attendees sitting together without adequate separation. Maintaining such separation may place limits on overall venue capacity. Venues should be mindful of applicable orders regarding maximum size for separate groups to ensure that their operations facilitate compliance with them.
- **Limit the number of guests at or inside a venue at a given time.** For buildings, limit capacity to 50 percent or less of venue occupancy based on Tennessee's Building and Fire Code in order to promote appropriate social distancing, excluding staff and representatives of third-party delivery companies. Consider a limited number of tickets per day and utilize timed entries (e.g., admission period windows, time-limited tickets, or extended hours to help regulate the flow of customers and reduce density of persons at high daily volume events or venues). Limit audience size for a performance. Large gatherings offer more opportunities for person-to-person contact and therefore pose greater risk of COVID-19 transmission
- **Elevator use should be limited to 4 individuals at a time** in order to support distancing standards, except if a larger group is from the same household or acquaintance group
- **Minors must have direct parental supervision** and are encouraged to follow social distancing guidelines
- **Encourage visitors to avoid water fountains.** Consider alternatives to offer drinking water (e.g., single-serve options, bottled water) or encourage customers to bring their own water
- **Recommend that persons more vulnerable or at-risk for COVID-19** as identified by the CDC—including those who are over the age of 65 or those who have severe underlying medical conditions—take extra precaution or refrain from visiting the venue

Business Process Adaptation

- **Plan for potential COVID-19 cases**, and work with local health department officials when needed (e.g., monitor and trace COVID-19 cases, deep clean facilities)



Tennessee Pledge

- **Establish health/safety protocol for the venue** should a customer or employee fall ill while at the attraction and not be able to immediately leave the facility. Immediate isolation the ill person and have the person wear a mask.
- **Consider establishing a “guest flow” plan**, including managing queues and making walkways or stairways one-way or clearly divided for bi-directional travel. Include appropriate directional signs/markers. Address high-traffic intersections to maximize physical distance between persons
- For restroom facilities, **limit the number of people present in restroom facilities at any one time** to reduce potential exposure within those confined indoor spaces, and ensure that sanitization is occurring at increased intervals. Provide hand sanitizer or hand washing stations with running water, soap, and paper towels.
- **Limit the duration of indoor activities or performances**, as prolonged visits within a confined space may increase risk of exposure
- **Implement social distancing “reminder” signs**, floor decals or ground markings, or video/audio announcements
- **Temporarily close areas of the venue not conducive to social distancing**, as density of people within a confined area increases opportunity for virus transmission
- **Promote social distancing in seating areas** by spacing out tables or eliminating or closing a portion of the tables. Sanitize common seating areas and frequently-touched surfaces throughout the day, following a consistent schedule (recommended at least every two hours)
- **Use barriers** (“sneeze guards”) at ticket windows and point of sale stations; clean such barriers regularly (every two hours and when visibly dirty). Encourage advance ticket or other purchases where possible
- **Use separate designated entrance and exit points** to the venue or locations within the venue to manage customer ingress and egress (while maintaining appropriate availability of emergency/fire exits), when possible. If lines form or are anticipated, ensure 6 or more feet of separation between persons or groups by using ground markings
- **Hand sanitizer should be made widely available** for guests to use
- **Implement workplace cleaning and disinfection practices**, according to [CDC guidelines](#), with regular sanitization of high-touch surfaces at frequent intervals
- **Adjust routine building and venue checklists** to include appropriate sanitization procedures as recommended herein or by the CDC
- **Sanitize high-contact surfaces and shared equipment** such as mini-golf clubs, harnesses, helmets, lap bars, etc. after each use
- **For venues operating parking lot trams, use modified seating arrangements** to allow for appropriate social distancing; regularly sanitize seats
- **Limit self-service food and beverage options** (food samples, communal packaging, food/beverages, etc.)



Tennessee Pledge

- **Designate staff** to be tasked with implementing heightened hygiene and disinfection practices
- **Utilize cashless or contactless payment methods** where possible (e.g., advance purchase online or by phone, or no-sign credit card payment)
- **Consider refund, exchange, and event cancelation or postponement policies**, in anticipation that ill persons will be unable to attend or if local health conditions change in your community
- **Where possible, maintain visitor/customer contact information for up to 30 days** in order to assist public health officials in the event contact tracing is necessary
- **Venues that include food service or concession operations, retail operations, and/or water/swimming operations** should also adhere to the general provisions for those specific industries as outlined in the Tennessee Pledge, available at:
 - [Tennessee Pledge Restaurant Guidelines](#)
 - [Tennessee Pledge Retail Guidelines](#)
 - [Tennessee Pledge Swimming Pool Guidelines](#)
- **Refer to [CDC guidance for mass gatherings or large community events](#)**

Recommended Modifications

In addition to applicable industry, regulatory, or CDC guidelines, implement the following additional measures for specific types of activities or venues:

- **Singing/Live Music** - Research and the CDC suggests that activities like singing or using a projected voice may project respiratory droplets in greater quantity and over greater distance, increasing the risk of COVID-19 transmission, particularly with prolonged exposure. Maintain at least 15 feet of separation—and more if possible—between audience members and performers such as vocalists and singers. Adopt seating and spacing modifications to increase physical distance from a performer. Where necessary, install barriers to minimize travel of aerosolized particles from performers, or implement alternative placement of performers. In addition, maximize physical spacing between performers on-stage. When possible, utilize outdoor areas for performances to increase ventilation.
- **“Pop-up” or street performances** - Events that may gather crowds of onlookers outside of controlled seated areas should be avoided in order to maintain appropriate social distancing
- **Photography areas** - Guests should only utilize if social distancing is possible
- **Playground** - Avoid opening playgrounds and high-contact water play areas (e.g., splashpads) until advisable
- **Interactive touch displays** - For now, do not utilize interactive exhibits where visitors touch display items or controls that cannot be easily sanitized (e.g., fabrics, tightly enclosed spaces) or sanitized between use by different persons



Tennessee Pledge

- **Amusement parks and midways**
 - Consult manufacturer's specifications regarding resuming operation of amusement devices and rides after extended closure
 - If contracting with a mobile amusement and/or concessions operator, verify their sanitation protocols and other COVID-19 precautions
 - Work with operators and contractors to space out rides and booths, in consideration of social distancing recommendations and management of customer queues/lines. Limit mixing non-household or acquaintance groups on a ride unless appropriate physical distancing can be maintained
- **Performing arts and concert venues, theaters, and auditoriums**
 - Follow guidelines for sanitizing multi-use equipment like microphones
 - Modify seating by blocking off seats or rows within a section to accommodate social distancing of at least 6 feet between individuals from different households or groups
 - Limit physical contact between ushers and guests. Ushers should wear face coverings
 - Maintain CDC-recommended distancing between performers and audience, particularly for vocal or other performances involving projected voices. Eliminate any performances or components in which performers go into the audience or audience members are encouraged to come on-stage
- **Zoos and aquariums**
 - Avoid offering interactive experiences like animal encounters until advisable
 - Establish reduced capacity limits for, or do not open, indoor exhibits until advisable
- **Museums and historic sites**
 - Use designated visitor traffic patterns where possible
 - Establish queuing distances and maximum grouping sizes throughout
 - If the venue utilizes docents, promote social distancing guidelines and limit physical contact between docents and guests. Docents should wear face coverings
- **Roller or ice skating rinks**
 - Refer to [Non-Contact Recreation Guidelines](#) for any game/arcade activities offered on-site
- **Livestock Competitions and Events**
 - Adjust entry submission protocols and judging procedures to minimize close contact between persons
 - Refer to the Tennessee Department of Agriculture's [Guidance for Live Shows and Events](#)
- **Events with Vendors and Booths (fairs, festivals, trade shows, etc.)**
 - Increase separation between booths and exhibits. Limit the number of persons inside a booth at any one time and require social distancing in lines



that form for a vendor booth, concession vendor or food truck

- Use signs and staffing to direct the flow of persons through high-traffic areas in a manner that results in one-directional “lanes”
- Properly sanitize and distance porta-potties, if used. Provide hand sanitizer or hand washing stations with running water and soap for each porta-potty. Space out porta-potty clusters to create greater social distancing within lines; consider decreasing the ratio of the number of persons per porta-potty. Work with vendor or volunteers to maintain hygiene supplies and to regularly sanitize porta-potties (wearing appropriate PPE) throughout event.
- Encourage customers to only touch items they intend to purchase
- Sanitize shared resources (e.g., items involved in carnival games) after each use
- Require vendors to follow CDC or the venue’s COVID-19 precautions
- Evaluate whether perimeter fencing or other access precautions are necessary for safely managing attendee capacity and ingress/egress traffic flow due to CDC social distancing recommendations
- Consider coordinating with local health department or other healthcare providers to offer COVID-19-related public health resources (e.g., on-site COVID-19 testing opportunities)
- Consider making available to attendees cloth face coverings either for sale or at no-cost (e.g., could offer masks or, as supplies are available, personal-size hand sanitizer with event logo or brand)

- **Parades**

- Modify the parade in order to reduce density of persons (e.g., extend parade route, encourage spacing between household or acquaintance groups along parade route, offer livestream or virtual participation, or limit the number of attendees if possible)
- Limit the number of persons on a float
- Prohibit parade participants from distributing items to attendees
- Utilize streets with adequate room to maintain separation between parade participants and attendees

- **Fireworks displays**

- Encourage “drive-in” participation or other modifications to promote social distancing and minimize larger crowds



AGENDA ACTION FORM

Execute an Agreement with Frontier Health for Counseling Services for Kingsport City Schools

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

Action Form No.: AF-225-2020
 Work Session: August 17, 2020
 First Reading: N/A

Final Adoption: August 18, 2020
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the Resolution.

Executive Summary:

The administration of Kingsport City Schools desires to enter into this agreement for the purpose of continuing current services provided by Holston Children and Youth Services/Frontier Health for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff, and students. It is recommended that approval be given to execute the agreement with Frontier Health for a total of \$161,000.00 to provide counseling services for the Kingsport City Schools for the 2020-21 School Year.

Funding for this agreement is contained in Account 141-7250-773.03-99 of the FY 2020-21 budget (\$120,000.00) and ESSER Grant funds Account 142-7250-781.03-99 MHS201 (\$41,000.00).

Attachments:

1. Resolution
2. Agreement

Funding source appropriate and funds are available: *mw*

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: *mw*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH FRONTIER HEALTH FOR COUNSELING SERVICES FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport City Schools currently receives services from Holston Children and Youth Services/Frontier Health for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff, and students; and

WHEREAS, the city would like to continue these services; and

WHEREAS, the cost for the services is \$161,000.00 and funding is available in account 141-7250-773.03-99 of the FY 2020-21 budget (\$120,000.00) and ESSER Grant Account 142-7250-781.03-99 MHS201 (\$41,000.00).

Now therefore,

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

SECTION I. That an agreement with Holston Children and Youth Services/Frontier Health 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 Holston Children and Youth Services/Frontier Health 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:

FRONTIER HEALTH
Holston Children and Youth Services
And
City of Kingsport for its KINGSPORT CITY SCHOOLS CONTRACTUAL AGREEMENT
LOCAL PROGRAM
SY 2020-2021

PARTIES:

Holston Children and Youth Services/Frontier Health and the City of Kingsport for its Kingsport City Schools are the parties to this agreement for alcohol and drug prevention and student assistance services.

AGREEMENT:

For, and in consideration of mutual advantages occurring to each of the parties hereto, said parties have agreed and do hereby obligate and bind themselves as follows:

A. In accordance with school safety and mental health service needs, Frontier Health will provide the personnel to deliver Student Assistance services and Behavioral Health intervention services to all referred students.

B. Counseling services will be provided on a full-time basis with the following guidelines:

a. Counselors will be available at Dobyns-Bennett High School, John Sevier and Ross N. Robinson Middle Schools four and a half (4.5) days per week (36 hours) or 90% of their time dedicated to the school system.

b. A Masters level School Wide Behavioral Therapist will be available to the school system for

any school needing specialized services working with any student in the school population and with the two current school behaviorists for five (5) days per week or 100% of their time dedicated to the school system.

c. Frontier Health will provide Kingsport City School System the necessary education, training, supervision, consultation, and other resources to school personnel for the purpose of instituting ongoing substance abuse prevention and behavioral health intervention to K-12 students.

d. Frontier Health will assist students and their families in accessing additional behavioral health services which may be indicated to insure student safety and well-being.

C. Frontier Health will provide training, supervision and oversight for all contracted mental health services, participate in management team meetings, actively participate in the collaboration with all partners, and provide all information needed for the evaluation of this project. Evidence-based and trauma informed practices selected and described in this project will be implemented in coordination with Kingsport City Schools.

D. Payment for services described in section B will be \$161,000.00 for the contract period. This includes all salary costs, fringe benefits, supplies, clinical supervision, and professional liability insurance and travel. It is agreeable by Kingsport City Schools for FH staff to bill third party payer sources as appropriate for additional clinical services deemed medically necessary.

E. The contract sum is to be paid in three installments: September 1, 2020, December 1, 2020, and March 1, 2021.

F. Frontier Health will hold the Kingsport Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract, and shall maintain liability insurance in an amount not less than \$1,000,000, and provide evidence of such insurance to the Kingsport City Board of Education.

G. Frontier Health warrants that all employees and/or agents who will provide services under this Contract are duly certified, trained and licensed and accredited to offer and perform such services and that such employees and/or agents have undergone appropriate background checks and are fit to perform these services.

H. Frontier Health and all employees and agents utilized in the performance of this Contract agree to carry and maintain adequate professional and/or liability insurance to provide coverage for Frontier Health's conduct and duties in the fulfillment of this Contract. Frontier Health agrees that it will hold the Kingsport City Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract.

I. Individuals engaged by Frontier Health to perform services under this Contract shall not be considered employees of the Kingsport City School System and shall not be entitled to any benefits or compensation arising there from, other than those specifically provided for under this Contract.

J. The further development and alteration of these services will be reviewed and negotiated formally in April of each year by designated personnel of Holston Children and Youth Services/Frontier Health and the Kingsport City School System. Changes in services rendered by joint examination will be communicated to all appropriate personnel.

ASSURANCES:

Both parties agree to comply with the following statutes, regulations, standards, policies and procedures in the operation of the program which is the subject of this Contract:

A. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.

B. In accordance with Titles VI and VII of the Civil Rights Act of 1964, as amended, Sections 503 and 504 of Rehabilitation Act of 1978, as amended, and Age Discrimination Act of 1975, and subsequent amendments, and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of handicap, race, sex, age, religious affiliation, or national origin be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of either party.

OTHER PROVISIONS:

A. This Contract, together with the other agreements specifically required herein, represents the entire agreement between the parties. All previous communications between parties, either verbal or written, are hereby superseded or abrogated. Any modification or deletion of any of the terms and conditions of the agreement shall not be binding unless assented to by all parties in writing.

B. This Contract shall be effective as of July 1, 2020 through June 30, 2021.

C. This Contract may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to

receive just and equitable compensation for any satisfactory work completed as of the termination 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 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 18th day of August, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

:
FRONTIER HEALTH
Holston Children and Youth Services

And
City of Kingsport for

KINGSPORT CITY SCHOOLS
CONTRACTUAL AGREEMENT

Local Program
SY 2020-2021

PARTIES:

Holston Children and Youth Services/Frontier Health (FH) and the City of Kingsport for its Kingsport City Schools are the parties to this agreement for alcohol and drug prevention, behavioral health interventions, and student assistance services.

AGREEMENT:

For, and in consideration of mutual advantages occurring to each of the parties hereto, said parties have agreed and do hereby obligate and bind themselves as follows:

- A. In accordance with school safety and mental health service needs, Frontier Health will provide the personnel to deliver Student Assistance services and Behavioral Health intervention services to all referred students.
- B. Counseling services will be provided on a full-time basis with the following guidelines:
 - a. Student Assistance Counselors will be available at Dobyns-Bennett High School, John Sevier and Ross N. Robinson Middle Schools for four and a half (4.5) days per week (36 hours) or 90% of their time dedicated to the school system.
 - b. A Masters level School Wide Behavioral Therapist will be available to the school system for any school needing specialized services working with any student in the school population and with the two current school behaviorists for five (5) days per week or 100% of their time dedicated to the school system.
 - c. Frontier Health will provide Kingsport City School System the necessary education, training, supervision, consultation, and other resources to school personnel for the purpose of instituting ongoing substance abuse prevention and behavioral health intervention to K-12 students.
 - d. Frontier Health will assist students and their families in accessing additional behavioral health services which may be indicated to insure student safety and well-being.
- C. Frontier Health will provide training, supervision and oversight for all contracted mental health services, participate in management team meetings, actively participate in the collaboration with all partners, and provide all information needed for the evaluation of this project. Evidence-based and trauma informed practices selected and described in this project will be implemented in coordination with Kingsport City Schools.

- D. Payment for services described in section B will be \$161,000.00 for the contract period. This includes all salary costs, fringe benefits, supplies, clinical supervision, and professional liability insurance and travel. It is agreeable by Kingsport City Schools for FH staff to bill third party payer sources as appropriate for additional clinical services as deemed medically necessary.
- E. The contract sum is to be paid in three installments: September 1, 2020, December 1, 2020, and March 1, 2021
- F. Frontier Health will hold the Kingsport Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract, and shall maintain liability insurance in an amount not less than \$1,000,000, and provide evidence of such insurance to the Kingsport City Board of Education.
- G. Frontier Health warrants that all employees and/or agents who will provide services under this Contract are duly certified, trained and licensed and accredited to offer and perform such services and that such employees and/or agents have undergone appropriate background checks and are fit to perform these services.
- H. Frontier Health and all employees and agents utilized in the performance of this Contract agree to carry and maintain adequate professional and/or liability insurance to provide coverage for Frontier Health's conduct and duties in the fulfillment of this Contract. Frontier Health agrees that it will hold the Kingsport City Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract.
- I. Individuals engaged by Frontier Health to perform services under this Contract shall not be considered employees of the Kingsport City School System and shall not be entitled to any benefits or compensation arising there from, other than those specifically provided for under this Contract.
- J. The further development and alteration of these services will be reviewed and negotiated formally in April of each year by designated personnel of Holston Children and Youth Services/Frontier Health and the Kingsport City School System. Changes in services rendered by joint examination will be communicated to all appropriate personnel.

ASSURANCES:

Both parties agree to comply with the following statutes, regulations, standards, policies and procedures in the operation of the program which is the subject of this Contract:

- A. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.
- B. In accordance with Titles VI and VII of the Civil Rights Act of 1964, as amended, Sections 503 and 504 of Rehabilitation Act of 1978, as amended, and Age Discrimination Act of 1975, and subsequent amendments, and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of handicap, race, sex, age, religious affiliation, or national origin be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of either party.

OTHER PROVISIONS:

- A. This Contract, together with the other agreements specifically required herein, represents the entire agreement between the parties. All previous communications between parties, either verbal or written, are hereby superseded or abrogated. Any modification or deletion of any of the terms and conditions of the agreement shall not be binding unless assented to by all parties in writing.
- B. This Contract shall be effective as of July 1, 2020 through June 30, 2021.
- C. This Contract may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date.

IN **WITNESS WHEREOF**, this agreement is executed by the parties through their authorized officers or representatives.

President, Frontier Health

Date

Mayor, City of Kingsport

Date

APPROVED AS TO FORM

City Attorney

ATTEST

City Recorder



AGENDA ACTION FORM

Approve National Register Nomination for the Kingsport Hosiery Mills

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

Action Form No.: AF-223-2020
 Work Session: August 17, 2020
 First Reading: N/A

Final Adoption: August 18, 2020
 Staff Work By: Savannah Garland
 Presentation By: Savannah Garland

Recommendation:

Approve the Resolution.

Executive Summary:

The owner of the Kingsport Hosiery Mills (currently known as the Dobyns-Taylor Warehouse), has applied to register the property on the National Register of Historic Places. The program requires that the historic zoning commission and the chief local elected official review all National Register nominations within the city before they are presented to the State Review Board. During their August 10, 2020 regular meeting, the Kingsport Historic Zoning Commission reviewed and approved the nomination. Staff recommends Board of Mayor and Aldermen approval.

Attachments:

1. Resolution
2. National Register of Historic Places Nomination Submittal

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE NATIONAL REGISTER OF HISTORIC PLACES NOMINATION SUBMITTAL FOR THE KINGSFORT HOSIERY MILLS AND AUTHORIZING THE MAYOR TO EXECUTE THE CERTIFIED LOCAL GOVERNMENT NATIONAL REGISTER REVIEW AND ALL OTHER DOCUMENT NECESSARY AND PROPER TO EFFECUTATE TO PURPOSE OF THIS RESOLUTION

WHEREAS, the owner of the Kingsport Hosiery Mills has applied to be registered on the National Register of Historic Places; and

WHEREAS, during its August, 2020, regular meeting, the Kingsport Historic Zoning Commission approved the nomination submittal; and

WHEREAS, the chief elected official must execute the Certified Local Government National Register Review to continue the process.

Now therefore,

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

SECTION I. That National Register of Historic Places nomination submittal for the Kingsport Hosiery Mills had been reviewed and approved by the board of mayor and aldermen.

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, the Certified Local Government National Register Review for the Kingsport Hosiery Mill and all other documents necessary and proper to effectuate the purpose of this resolution

SECTION III. That the board finds the review and approval of the nomination 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 18th day of August 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Mayor Shull,

My name is Rebecca Schmitt and I am the National Register of Historic Places coordinator for the Tennessee Historical Commission. Attached please find a draft National Register nomination for the Kingsport Hosiery Mills. The property is located within the jurisdiction of the Kingsport Certified Local Government. This program requires that the historic zoning commission and the chief local elected official review all National Register nominations within the city before they are presented to the State Review Board. The nomination is scheduled to be presented at the September 16, 2020 State Review Board meeting.

A copy of the draft has also been sent to Nathan Woods who is the Kingsport Development Planner and the CLG Contact. Please complete the enclosed form and return it to me by September 14, 2020.

If you have any questions regarding the Certified Local Government program or the National Register program, please do not hesitate to contact me.

Best,
Rebecca



Rebecca Schmitt | Historic Preservation Specialist
National Register Program
Tennessee Historical Commission
2941 Lebanon Pike
Nashville, TN 37214
p. 615-770-1086

CERTIFIED LOCAL GOVERNMENT NATIONAL REGISTER REVIEW

CLG: Kingsport

PROPERTY: Kingsport Hosiery Mills

ADDRESS: 435 Press Street

CHIEF ELECTED OFFICIAL EVALUATION

NAME OF COMMISSION:

DATE OF MEETING:

HOW WAS THE PUBLIC NOTIFIED OF THE MEETING?

- ☐ ELIGIBLE FOR THE NATIONAL REGISTER
☐ NOT ELIGIBLE FOR THE NATIONAL REGISTER

REASONS FOR ELIGIBILITY OR NON-ELIGIBILITY:

SIGNATURE:

TITLE:

DATE:

THC STAFF EVALUATION

- ☒ ELIGIBLE FOR THE NATIONAL REGISTER
☐ NOT ELIGIBLE FOR THE NATIONAL REGISTER

REASONS FOR ELIGIBILITY OR NON-ELIGIBILITY:

The Kingsport Hosiery Mills in Kingsport, Sullivan County, Tennessee is eligible for listing in the National Register of Historic Places under Criterion A in the area of Industry for its contribution to the industrial development of Kingsport from 1917 until 1970. Kingsport was conceived to be an industrial city based on a carefully prepared plan, and the Kingsport Hosiery Mills reflected the ideals and principles of the founders of this "Model City." The mill provided good and steady employment opportunities for economically disadvantaged people in a developing area of southern Appalachia. It produced a quality product that achieved international distribution. Its building continued to support the local economy long after it was no longer used for the manufacture of hosiery. It is one of the few buildings still standing which had a place of high importance in the history of Kingsport's early industrial development. After the hosiery mill use ended in the mid-20th century, the building continued to play a vital role in Kingsport's industrial processes as part of the storage and distribution processes for the Kingsport Press and Dobyns-Taylor Hardware Company.

SIGNATURE:



TITLE: Historic Preservation & National Register Specialist

DATE: July 15, 2020

PLEASE COMPLETE THIS FORM AND RETURN BEFORE: September 14, 2020

RETURN FORM TO: REBECCA SCHMITT TENNESSEE

HISTORICAL COMMISSION

2941 LEBANON PIKE

NASHVILLE, TENNESSEE 37214 REBECCA.SCHMITT@TN.GOV

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

1. Name of Property

Historic name Kingsport Hosiery Mills

Other names/site number Miller-Smith Hosiery Mill; Kingsport Press Warehouse; Dobyns – Taylor Hardware Warehouse

Name of related multiple property listing

N/A

(Enter "N/A" if property is not part of a multiple property listing)

2. Location

Street & Number: 435 Press Street

City or town: Kingsport

State: TN

County: Sullivan

Not For Publication: ☐

N/A

Vicinity: ☐

N/A

Zip: 37660

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this ☒ nomination ☐ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property ☒ meets ☐ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

☐ national ☐ statewide ☒ local ☐

Applicable National Register Criteria:

☒ A ☐ B ☐ C ☐ D

Signature of certifying official Title:

Date

State Historic Preservation Officer, Tennessee Historical Commission

~~State or Federal agency/bureau or Tribal Government~~

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria.

~~Signature of Commenting Official:~~

~~Date~~

Title:

State of Federal agency/bureau or Tribal Government

Kingsport Hosiery Mills
Name of Property

Sullivan County, Tennessee
County and State

4. National Park Service Certification

I hereby certify that this property is:

- ☐ entered in the National Register
☐ determined eligible for the National Register
☐ determined not eligible for the National Register
☐ removed from the National Register
☐ other (explain:) _____

Signature of the Keeper

Date of Action

5. Classification

Ownership of Property

(Check as many boxes as apply.)

- Private ☒
Public – Local ☐
Public – State ☐
Public – Federal ☐

Category of Property

(Check only one box.)

- Building(s) ☒
District ☐
Site ☐
Structure ☐
Object ☐

Number of Resources within Property

(Do not include previously listed resources in the count)

Contributing	Noncontributing	
1	0	buildings
0	0	sites
1	0	structures
0	0	objects
2	0	Total

Number of contributing resources previously listed in the National Register 0

Kingsport Hosiery Mills

Name of Property

Sullivan County, Tennessee

County and State

6. Function or Use

Historic Functions

(Enter categories from instructions)

Industry: Manufacturing Facility

Commerce/Trade: Warehouse

Current Functions

(Enter categories from instructions)

Commerce/Trade: Warehouse

Commerce/Trade: Specialty Store

7. Description

Architectural Classification

(Enter categories from instructions.)

Other: Industrial

Materials: (enter categories from instructions.)

Principal exterior materials of the property:

BRICK; CONCRETE; WOOD; METAL

Narrative Description

The Kingsport Hosiery Mills once occupied the multi-level industrial brick and concrete block building at the southeastern corner of Press Street (formerly Reedy Street) and Clinchfield Street in downtown Kingsport, Tennessee. This 108,300 sq. ft. building sits on 3.1 acres of property that was once part of a cluster of industrial operations that also included the Kingsport Press and Holliston Mills. Although there is still an active industrial plant 600 feet southwest of the property, current adjacent land uses are commercial/services and residential apartments. The building was constructed between 1917 and 1956 in five phases, each of which is described as a separate section. Originally a hosiery mill, the building's use changed to industrial and commercial storage in the mid-20th century. Currently used as warehouse space, the property maintains historic integrity in terms of association with Kingsport's industrial history and its location representing the town's earliest industrial endeavors. It retains its original interior layout and open spaces characteristic of industrial properties, as well as original wood and metal multi-light windows. The property has a high level of integrity of materials, workmanship, design, and feeling.

Although the official address of the building is Press Street, which runs along the northeastern elevation of the building, the current façade faces northwest toward Clinchfield Street. Three sections of the building

Kingsport Hosiery Mills

Name of Property

Sullivan County, Tennessee

County and State

(Sections 1, 2, and 5) present front façades. The property also includes a reservoir, which is a contributing structure.

Kingsport Hosiery Mills (Contributing Building)

Section 1

Section 1 is the oldest of the five sections and is one of three sections presenting a façade facing Clinchfield Street. It was finished in 1917 for the purpose of housing hosiery milling operations. This section is located at the northernmost corner of the building. Press Street runs along its northeastern elevation. Section 1 is L-shaped and constructed of brick laid in common bond. Most of this section has a metal gable roof with exposed wood rafter tails and vents along the roof ridge, three floors, and a basement, but the flat-roofed northwestern end has a basement and only two floors. These differences are the result of a storm causing so much damage in 1998 that 2,500 square feet of the top floor in the northwestern end had to be removed. The upper-left corners of Figures 1 and 2 below show the effect of the removal.



Figure 1: Kingsport Hosiery Mills, early 1980s. Photo from the City of Kingsport Archives

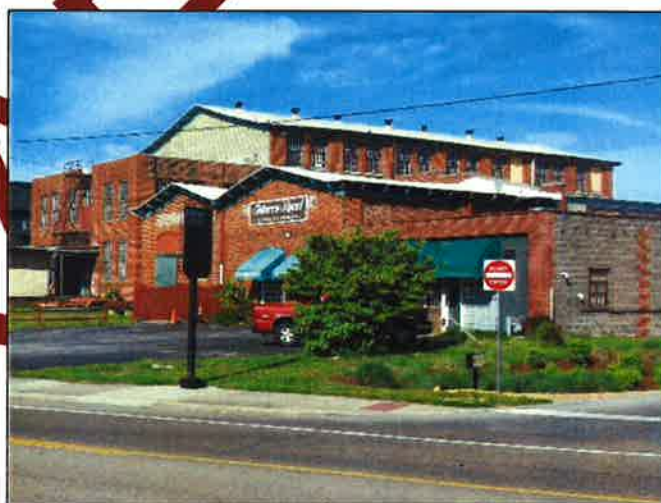


Figure 2: Kingsport Hosiery Mills, 2020. Photo by author

The northwest-facing façade of Section 1 has three bays separated by plain, brick pilasters, with two windows in each bay on the second floor. There are also two windows in two of the first-floor bays. The middle bay of the first floor has large double wood doors. The doors open onto a loading dock composed of a wood floor resting on metal beams and brick piers, covered by a flat metal roof that extends northwestward from the middle bay. A metal fire escape, which crosses part of the façade, provides emergency access to the upper floors. All windows on the façade are 15/15, double-hung, wood frame windows with segmental, brick arches and concrete sills. The third floor has wood installed in 1998 after the original façade was removed due to storm damage.

The southwestern elevation has nine bays on the first and second floors and seven bays on the third floor. Bays are separated by plain, brick pilasters, and each bay has two wood frame windows. Two of the third-floor windows have been covered with wood. Only four of the bays on the first floor and basement have windows; the remaining bays have been covered by additions. First, second, and third floor windows are 15/15 wood double hung. Basement windows have been infilled with concrete block. All windows have

Kingsport Hosiery Mills

Name of Property

Sullivan County, Tennessee

County and State

concrete sills, and the first and second floor windows have segmental, brick arches. A common bond brick passageway connects Section 1 with Section 2 on the first floor. It starts at the fifth bay back from the façade. "Dobyns Taylor Hardware" is painted between the second and third floors but has faded.

Only the second and third floors of the southeastern elevation are visible because the first floor is completely covered by Section 4. It has three bays separated by plain, brick pilasters, with two 15/15, double-hung, wood frame windows with segmental, brick arches and concrete sills in each bay.

The ell of Section 1 extends from the southeastern end of the northeastern elevation. It has a flat, metal roof with exposed wood rafter tails and is the only part of the building with four floors. The first floor of the southwestern elevation of the ell is blocked from view by Section 4. The second and third floors of this elevation each have one 15/15, double-hung, wood frame window with a segmental, brick arch and a concrete sill. The window on the fourth floor is a 12-pane fixed-sash window with a concrete sill. The stairs allowing access to the upper floors are inside the ell, and windows are placed at each landing. The fact that the windows at the landings are at levels different from all others gives the windows on the southeastern elevation of the ell a staggered appearance.

The first floor of the northeastern elevation of the ell has wood, double doors with six-pane windows. These doors are covered by a flat awning supported by wood brackets. A concrete pad is below the door, which is accessed by concrete steps. To the northwest of the double doors is a metal door with a single pane glass transom and a segmental brick arch. To the southeast of the double doors is a window opening that has been infilled with concrete blocks. Windows on floors one through three and at the landings between floors one and two and between floors two and three are 12/12, double-hung, wood frame windows with segmental, brick arches and concrete sills. Windows at the landings are paired windows. Fourth floor windows are all 12-pane fixed-sash windows with concrete sills. The northwestern elevation of the ell has two wood-framed, 12-pane fixed sash windows with segmental, brick arches and concrete sills at every level except the fourth floor. Fourth floor windows do not have arches.

The northeastern elevation of the main part of Section 1 has six bays on the basement, first, and second floors and four bays on the third floor. Bays are separated by plain, brick pilasters and each bay has two wood frame windows with concrete sills. All windows on the first through third floors are 15/15, double hung. Windows on the first and second floors have segmental, brick arches. Basement windows are 10/10 double hung. A metal, overhead roller door provides access to the basement at the bay that is second from the northwestern end. The remains of painted signs from different eras may be seen on this elevation between the second and third floor. At some point during the building's ownership by Dobyns-Taylor Hardware, a sign proclaiming its owner was painted, and much of the name "Dobyns" can still be seen. However, over time the remainder of that sign has worn off and it is now possible to see the original "Kingsport Hosiery Mills" sign.

The floors of levels one, two, and three of Section 1 are wood, as are all floors of the ell. The basement has concrete floors. The basement and floors one, two and three have concrete pillars supporting the floors above. All levels have no ceilings; the flooring system of the level above is visible on most levels while the roof's wood truss system is visible on the upper floor. The wall at the northwest end of the third floor is made of wood. Walls made of wood have been erected at the western corner of the first floor to create a separate space which may have been used as an office at some point. Otherwise, most of the floor space on

Kingsport Hosiery Mills

Name of Property

Sullivan County, Tennessee

County and State

every level is open, except for the ell. The ell has rooms, the stairwell, and the elevator shaft. Some of the rooms were working restrooms at one time. The freight elevator was installed when the building was constructed and is still operational. A functioning electric motor moves the car; its operation is controlled from inside the car by ropes that are pulled by the operator. It is no longer in compliance with safety regulations and its use is prohibited.

Section 2

Like Section 1, Section 2 was constructed in 1917 and housed the long-ago removed boiler. It is constructed of brick laid in common bond and is rectangular in shape. The northwestern end has two parallel, metal, gable roofs with exposed wood rafter tails. The southwestern side of the northwestern end is occupied by a tobacco shop which has two floors. The northeastern side is used as a warehouse. The rear of the building is used for a warehouse and is all one room. The rear/southeast end of the building is under one metal, clerestory roof.

The front façade, facing northwest, is made up of two bays, one under each of the two gable roofs and flanked by brick pilasters at each end. The northeast bay has a window with a segmented arch and a concrete sill. The window has been filled in with concrete blocks. This bay also has one large, metal, sliding door which opens onto a loading dock comprised of a wood floor resting on concrete block supports. Infilled wood above the door indicates that there was once a much larger door opening. The opening is topped by a segmental arch. The southwest bay is the front of the tobacco shop and has a new display window and a new wood and glass door with sidelights. The door and the window have separate slanted awnings, and segmented brick arches can be seen over the awnings. An old painted sign over the door and window of the northeast bay reads "Dobyns-Taylor." The painted sign that reads "Warehouse" over the door and window of the southwest bay has been partially covered by the sign for the tobacco store.

The northeastern elevation of Section 2 has ten bays separated by plain, brick pilasters. The four bays at the southeastern end are obscured by the passage between Section 1 and Section 2. The bay at the northwestern end has two 12/12, double-hung, wood frame windows with segmental, brick arches and concrete sills. Immediately to the east, the next bay has a window identical to those in the northwestern bay and a wood-covered window over metal double doors. The doors open onto a wood platform with a wood rail. Between the bay with the doors and the passage between Section 1 and Section 2, two bays are visible, each containing two wood-covered windows covered with concrete sills. The northeast end of the southwest elevation is mostly covered by Section 5. However, a bricked-up window and its segmental, bricked arch are visible. The rear/southeast end of the southwest elevation is comprised of eight bays separated by plain, brick pilasters. In each bay are two windows with concrete sills. All of the windows are covered with wood. The southeast elevation is covered by the passage to Section 3 and by Section 4.

The inside of the tobacco shop is retail-oriented with shelves for inventory, a sales counter, and several small shopping areas. All of these features are new, and therefore, not historic. There is also an office. Indoor stairs access the upper level. The rear of Section 2 is completely open and is currently vacant. There are concrete supports for the roof, and a wood floor. The underside of the roof is wood; there is no ceiling.

The passage connecting Section 2 with Section 3 was probably built after 1932. It is constructed of brick laid in common bond and is rectangular in shape. Its southwestern elevation is the only visible portion. It has three windows, all of which are covered with plywood, with concrete sills and brick, soldier course headers.

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It is accessed from the outside by a wood door with a brick, soldier course header located near the southeast end of the passage. In addition to the hallway leading from Section 2 to Section 3, there are also two rooms with level, concrete floors. The floor of the passage is concrete and is constructed at an incline from Section 3 to Section 2. Section 2 is accessed from the passage by a large sliding metal door. Section 3 is accessed from the passage by metal double doors.

Section 3

Section 3 was constructed in 1932 as an expansion more suitable to the milling equipment used by the new owner, Miller-Smith Hosiery Mill. This one-story addition is constructed of brick laid in common bond, is rectangular in shape, and has a metal, clerestory roof with multi-light windows. The northeastern and southeastern elevations of Section 3 are mostly covered by Section 4.

Less than half of the northwestern elevation is visible because much of the northeastern end of that elevation is covered by the passage connecting Section 2 with Section 3. The two visible bays are mostly occupied by large multi-light windows with pivot windows in the middle. All windows have a concrete sill and soldier course headers.

The southwestern elevation has six bays, each with a large multi-light window and three adjacent pivot windows about one foot above the sill. Windows have concrete sills. The bay at the southeastern end of the southwestern elevation has a wood door opening onto a concrete ramp with concrete walls.

Section 3 has wood floors and no interior walls. The clerestory roof is supported by concrete columns.

Section 4

Constructed in 1956, Section 4 is the largest of the five sections and comprises the entire southeastern end of the building. It is constructed of concrete block and has a concrete floor. It has a flat, gypsum roof, no windows and no ceiling. The interior wall is constructed of concrete block and has an opening to allow access between subsections. The southeastern elevation has a metal door near the south corner of the building, and a large, metal overhead roller door at the center of the elevation.

Two metal overhead roller doors are located near the section's northernmost corner on its northwest elevation. They are situated at a height that makes them conducive to loading and unloading large trucks. Both doors are under a metal, shed-roof awning. A metal door is located on the northwest elevation where it abuts the ell of Section 1.

Section 5

Like Section 4, Section 5 was constructed in 1956. It is the smallest of the five sections. Constructed of concrete block and brick laid in common bond, Section 5 has a flat roof and is attached to the northwestern end of the southwestern elevation of Section 2. Like Sections 1 and 2, Section 5 has a front façade that faces northeastward toward Clinchfield Street. Currently vacant, this section was most recently occupied by a restaurant.

The northwestern front façade is the only elevation of Section 5 that is of brick construction. The brick surrounds an area of vertical wood planks in which a modern, metal door with sidelights is flanked by two multi-light metal windows. Cloth awnings hang over the door and windows.

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The southwestern elevation is constructed of concrete block with some brick. Two windows with metal frames, concrete sills, and metal security bars are located on this elevation.

The southeastern/rear elevation is constructed of concrete block. It has two windows that flank wood French doors located in the center of the elevation. The doors open onto a wood porch with a metal, shed roof.

Reservoir (Contributing Structure)

Six feet southwest of, and parallel with, the southwest elevation of the rear portion of Section 2 is a 75 ft. x 20 ft. concrete reservoir which was constructed prior to 1919. It is surrounded by a wood fence. Although its original purpose is unknown, it is believed to have been part of the hosiery dying process. The structure is therefore considered contributing due to its probable use as part of the property's industrial history.

Setting and Landscape Features

The mill building covers the majority of the nominated property. A gravel parking lot is at the northwest corner of the property along Clinchfield Street and Press Street. An asphalt parking lot is to the northeast of Sections 2 and 5. Between the reservoir and the rear of Section 5 are two of the four concrete foundation blocks upon which rested the legs of an elevated water storage tank (see Figure 3). The larger of the two blocks is in the shape of a pyramidal frustum. Each side is about 1.5 feet in length at the top and extends about 1.5 feet above the ground. The other foundation block appears to have been originally of the same size and shape but has worn down over time and has a more rounded top. The tank is visible in photos from 1918 and 1920. Photos from 1946 show that the tank was no longer present, but its legs were still standing. The year in which the tank's legs were disassembled is unknown.



Figure 3: Kingsport Hosiery Mills, 1923. From the Kingsport Times, February 23, 1923.

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This property is in an area of downtown Kingsport in which many of the town's first and most prominent industrial plants were located (see Figure 4). Though much of the original industrial plants have been demolished, including the primary facilities of the Kingsport Press, a building formerly occupied by Holliston Mills of Tennessee still stands across Clinchfield Street from the Kingsport Hosiery Mills building. A massive modern factory for Domtar Paper Company is one block to the southwest. The remainder of the setting now includes commercial buildings and apartment buildings.



Figure 4: Industry in Kingsport, circa 1946. Source: Sullivan County TNGenWeb website at <https://tngenweb.org/sullivan/vintage-postcards-of-sullivan-county-kingsport/miller-smith-hosiery-holliston-mills-kingsport-press/>, Accessed April 2, 2020.

Integrity

Kingsport Hosiery Mills has an overall high degree of integrity. The mill building and reservoir are in their original locations. The setting has changed as industrial plants were demolished and replaced by commercial and multi-family residential developments. Though setting has been altered, this aspect of integrity is not a crucial component of the property's significance as it does not significantly affect the property's ability to convey its significance. The property's most important components are its integrity of materials, design, workmanship, association, and feeling. A majority of the characteristic features of the Kingsport Hosiery Mills have been retained. These features include the building's original overall form and historic additions, brick and concrete exterior materials, and original wood and metal windows. The only exterior non-historic change was the loss of a portion of the fourth floor due to severe storm damage in 1998, but the large amount

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of other intact materials still allows the building to convey its industrial history and significance. The building retains its important interior features, such as wood floors, brick or concrete block walls, concrete supports, and exposed upper floor and roof truss systems. Most of the interior layout remains as originally constructed. The historic industrial significance of the building is easily conveyed by the property's intact features. Thus, the Kingsport Hosiery Mills property retains its integrity of association and feeling.

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8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☒ A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☐ C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

Property is:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | A Owned by a religious institution or used for religious purposes. |
| <input type="checkbox"/> | B removed from its original location. |
| <input type="checkbox"/> | C a birthplace or grave. |
| <input type="checkbox"/> | D a cemetery. |
| <input type="checkbox"/> | E a reconstructed building, object, or structure. |
| <input type="checkbox"/> | F a commemorative property. |
| <input type="checkbox"/> | G less than 50 years old or achieving significance within the past 50 years. |

Areas of Significance

(Enter categories from instructions.)

Industry

Period of Significance

1917 - 1970

Significant Dates

1917, 1932, 1943, 1945, 1956

Significant Person

(Complete only if Criterion B is marked above.)

N/A

Cultural Affiliation

N/A

Architect/Builder

Sears, W.H.

Park-Grimes Company

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Statement of Significance Summary Paragraph

The Kingsport Hosiery Mills in Kingsport, Sullivan County, Tennessee is eligible for listing in the National Register of Historic Places under Criterion A in the area of Industry for its contribution to the industrial development of Kingsport from 1917 until 1970. Kingsport was conceived to be an industrial city based on a carefully prepared plan, and the Kingsport Hosiery Mills reflected the ideals and principles of the founders of this "Model City." The mill provided good and steady employment opportunities for economically disadvantaged people in a developing area of southern Appalachia. It produced a quality product that achieved international distribution. Its building continued to support the local economy long after it was no longer used for the manufacture of hosiery. It is one of the few buildings still standing which had a place of high importance in the history of Kingsport's early industrial development. After the hosiery mill use ended in the mid-20th century, the building continued to play a vital role in Kingsport's industrial processes as part of the storage and distribution processes for the Kingsport Press and Dobyns-Taylor Hardware Company.

Narrative Statement of Significance

In its early days, Kingsport's commerce was generated by its location on the Great Road between Nashville (Nashborough) and Washington, DC, as well as its position as the farthest upstream point on the Holston River from which flatboats could be launched. As flatboats and long-distance road transportation were replaced by steamboats and railroads, Kingsport became isolated. The Holston River was not navigable for steamboats, and the railroad built through eastern Tennessee in 1859 was routed well south of the town. Following the Civil War, Kingsport went into steady decline.¹

In 1908, the decline was reversed when George L. Carter, owner of the Carolina, Clinchfield, and Ohio Railroad (CC&O), had tracks constructed to connect Kingsport with Virginia's coal deposits. This new rail access empowered Kingsport to become an industrial center and rapid growth took place between 1910 and 1915. Taking advantage of this growth, John B. Dennis and J. Fred Johnson established the Kingsport Improvement Company in 1915. Their actions resulted in "the first thoroughly diversified, professionally planned, and privately financed city in twentieth-century America."²

As part of Kingsport's industrial expansion, the Kingsport Hosiery Mills was incorporated on March 13, 1917. According to *Manufacturers Record*, a gentleman from New York was shown around the Kingsport area by J. Fred Johnson and was emotionally stirred by the austere lifestyle of people, especially the women, living in the mountains. When this gentleman asked Johnson what he could do to help these people, Johnson suggested opening a hosiery mill to provide employment opportunities. Very soon thereafter, the gentleman delivered a check for \$250,000 to start the enterprise.³

Incorporation of Kingsport Hosiery Mills followed incorporation of "Modern Kingsport" by only a few days. The Charter of the City of Kingsport, Tennessee, was approved by the Tennessee General Assembly on

¹ Gray Stothart, "Clinchfield Railroad Station", [Kingsport, Tennessee], SAH Archipedia, eds. Gabrielle Esperdy and Karen Kingsley, Charlottesville: UVaP, 2012--, <http://sah-archipedia.org/buildings/TN-01-163-0017>, accessed June 5, 2020.

² Margaret Ripley Wolfe, *Kingsport, Tennessee: A Planned American City* (Lexington, KY: University of Kentucky, 1987), 1.

³ Wolfe, *Kingsport, Tennessee: A Planned American City*, 68.

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February 28, 1917 and signed by Governor Tom C. Rye two days later.⁴ Kingsport's original Board of Mayor and Aldermen held its first meeting on March 15, 1917.⁵

By the end of March 1917, plans and specifications had been developed by architect William Hatfield (W.H.) Sears of Chattanooga, and a construction contract was awarded to Park-Grimes Co., also of Chattanooga. Initially, a 300 ft. long, 60 ft. wide, four-story brick building was to be erected. The construction contract amount was \$45,975. Machinery to be installed would include 500 knitters and accompanying apparatus and capitalization of the project was estimated at \$500,000.⁶ Section 1 is this initial building constructed in 1917 by Park-Grimes Co., and Section 2 was built shortly after Section 1 was completed (see Figure 5).

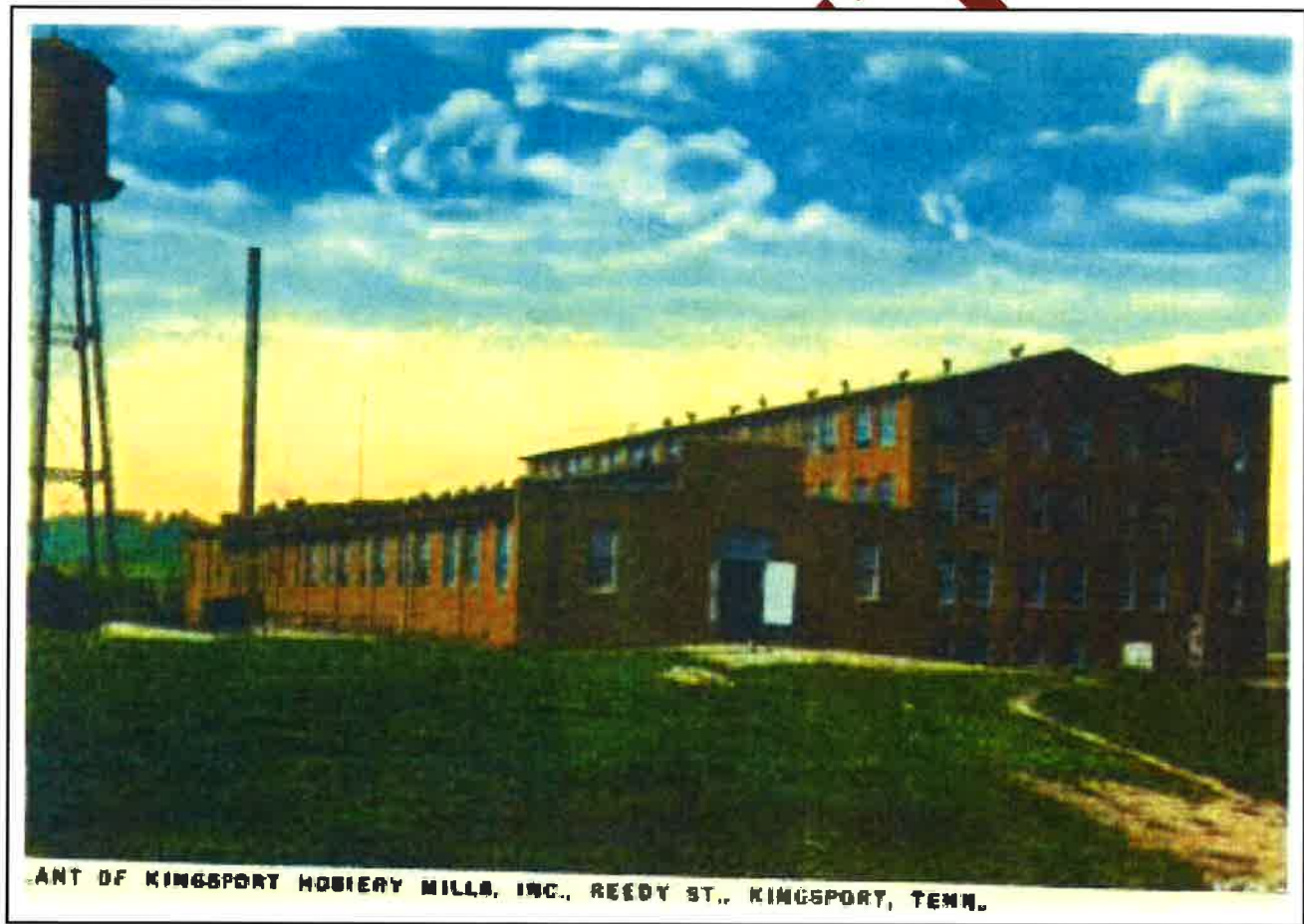


Figure 5: Kingsport Hosiery Mills, ca. 1918. From City of Kingsport Archives

⁴ Scott Robertson, "Kingsport: Born of Industry." *Kingsport 100, Celebrating the Kingsport Spirit > 2017. The Business Journal of Tri-Cities Tennessee/Virginia*, March 2017, p 19. <http://bjournal.com/wp-content/uploads/2017/03/KptCentennialMarch2017.pdf>.

⁵ Vince Staten, *Unconventional History of Kingsport* (Kingsport, TN: The Kingsport Publishing Company, 2016), 22.

⁶ "Contract Awarded", *Textile World Journal*, Vol. 52, No. 18, (Mar 31, 1917), 59.

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William Hatfield Sears, a 1904 graduate of Columbia University, worked as an architect in New York City, then briefly in Atlanta, and finally in Chattanooga. He was a member of the American Society of Heating and Ventilating Engineers, the American Institute of Architects, and the Tennessee State Board of Architectural and Engineering Examiners. While in New York, working for Snelling and Potter, he was responsible for the Staten Island Terminal.⁷ W. H. Sears designed numerous buildings of various types and uses in the Chattanooga area. One building designed by Sears is Marion Post No. 62, an Egyptian Revival style building in South Pittsburg, Tennessee, listed in the National Register (NRHP 11/22/2016).⁸ Sears designed at least three hosiery mills in and near Chattanooga in 1919: A 200 ft. X 50 ft. brick building for Davenport Hosiery Mills (Chattanooga), a 60 ft. X 540 ft. building for United Hosiery Mills (Chattanooga), and a 50 ft. X 100 ft. building for Richmond Hosiery Mills (Graysville, TN).⁹

America's Textile Reporter: For the Combined Textile Industries reported that the Kingsport Hosiery Mills' early directors were Mark W. Potter, H. R. Dennis, J. Fred Johnson, J. C. Stone, and W. B. Davis.¹⁰ Many of these men were important and influential in the establishment and early history of Modern Kingsport.

Mark W. Potter replaced George L. Carter as President of the Carolina, Clinchfield and Ohio Railroad in 1911.¹¹ He was also a member of the board of directors of Federal Dyestuff and Chemical Corporation which was the first manufacturing facility constructed in Kingsport.¹²

H. R. Dennis was the brother of John B. Dennis. Although John B. Dennis, as a co-founder of the Kingsport Improvement Corporation, is very well known for his involvement in Modern Kingsport's early development, his brother, H. Ray Dennis, was also involved with the Carolina, Clinchfield and Ohio Railroad and the planning of Kingsport.¹³

Jerry C. Stone had a direct connection to George L. Carter, having served as his treasurer. Stone invested heavily in the Kingsport Brick Corporation, which was established in 1910, and in the Kingsport Pulp Corporation, later known as Mead Corporation, which was organized in 1916 and began production in 1917. These two businesses were among the first five industries to develop in Kingsport between 1910 and 1917 following completion of the railroad.¹⁴

⁷ J. L. Herndon, "Architects in Tennessee until 1930: a Dictionary" (doctoral dissertation, Columbia University, 1975).

⁸ Melissa Mortimer, "Marion Post No. 62.", National Register of Historic Places Nomination Form. Tennessee Historical Commission, Nashville, 2016, 9-10.

⁹ "Knitt: Chattanooga, Tenn", *Textile World Journal*, Vol 55, No. 23, (Jun 7, 1919): 127; "Textile Mills," *Manufacturers Record*, Vol 76, No 12, (Sep 18, 1919): 136e.

¹⁰ "Kingsport: Kingsport Hosiery Mills, Inc.," *America's Textile Reporter: For the Combined Textile Industries*, Vol 36, No 7, (Feb, 1922): 1157.

¹¹ Wolfe, *Kingsport, Tennessee: A Planned American City*. 19.

¹² "Federal Dyestuff and Chemical Corporation, Kingsport, Tennessee." *CororantsHistory.Org* (2004). <http://www.colorantshistory.org/FederalDyestuff.html>, accessed April 30, 2020.

¹³ Wolfe, *Kingsport, Tennessee: A Planned American City*, 17, 26, 41-45.

¹⁴ Wolfe, *Kingsport, Tennessee: A Planned American City*, 13-36.

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J. Fred Johnson has been called “the Father of Kingsport” by residents. Originally from Hillsville, Virginia, Johnson came to Kingsport as a result of his association with his brother-in-law, George L. Carter.¹⁵ After working for a time optioning land for the Carolina, Clinchfield, and Ohio Railroad and in other capacities under George L. Carter, Johnson was made president of Kingsport Improvement Corporation on New Year’s Eve 1915. He was devoted to fair treatment of employees by business owners. Johnson was quoted by *Readers’ Digest* as saying “We have no room for sweatshops.”¹⁶ These beliefs were reflected in the way the owner of Kingsport Hosiery Mills treated employees.

Of the five men who comprised the mill’s first board of directors, W. B. Davis was the only one not associated with other aspects of the early development of Modern Kingsport. He was the president of W. B. Davis and Son Company, which owned hosiery mills in Fort Payne, Attalla, and Gadsden, Alabama.¹⁷ The W. B. Davis Hosiery Mill (NRHP 05/08/1986) in Fort Payne, Alabama, began hosiery milling operations in 1909 and is listed in the National Register of Historic Places. It was responsible for the introduction of hosiery manufacture in Fort Payne, which has been called the “Sock Capital of the World.” Evidence indicates that Davis was in agreement with J. Fred Johnson regarding treatment of employees. Davis’s mill complex at Fort Payne included a swimming pool, an interdenominational church, and a clubhouse for use by employees.¹⁸

When operations began in 1917, the Kingsport Hosiery Mills plant had the capacity to produce 26,400 pairs of finished hose daily and it employed 85 people.¹⁹ By the end of 1919, the number of employees had increased to 150 and General Manager John H. Baines expected to increase output by 50 percent. Company president W. B. Davis had established a nursing service, a health plan, a rest area, and a restaurant for the mill’s employees by the end of 1919.²⁰ In November of that same year, Mr. Davis began carrying out plans to develop a park on the grounds surrounding the building with the idea of providing the employees with opportunities for recreation during their lunch period and after working hours.²¹

When other industrial plants in Kingsport had to suspend operations in early December 1919 due to a coal shortage created by a miners’ strike, the Kingsport Hosiery Mills was the only factory able to continue production. Because it used power generated by Kingsport Utilities, it was able to operate on a 48-hours-per-week basis.²² Instead of shutting down, the mill was hiring. On December 19, Kingsport Hosiery Mills placed an advertisement on page five of the *Kingsport Times* notifying the public that it had “openings for

¹⁵ Margaret Ripley Wolfe, “J. Fred Johnson,” *Tennessee Encyclopedia*. Tennessee Historical Society, Oct 8, 2017, <https://tennesseeencyclopedia.net/entries/j-fred-johnson/>, accessed May 1, 2020.

¹⁶ Staten, *Unconventional History of Kingsport*. 20.

¹⁷ “Dinner to James Huff,” *Textile World Journal*, Vol 57, Part 2, (Mar 6, 1922): 106.

¹⁸ Shirley Qualls, “Alabama Builders’ Hardware Manufacturing Co.,” National Register of Historic Places Nomination Form. Alabama Historical Commission, Montgomery, 1986, S8-1.

¹⁹ Howard Long, *Kingsport, A Romance of Industry* (Kingsport, TN: The Sevier Press, 1928), 185.

²⁰ Wolfe, *Kingsport, Tennessee: A Planned American City*. 68.

²¹ “Park Planned for Hosiery Employees.” *The Kingsport Times*, Nov 4, 1919, vol. 4, no. 51, p 1.

²² “Kingsport Plants May Suspend Soon.” *The Kingsport Times*, Dec 5, 1919, vol. 4, no. 60, p 1.

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fifteen additional girls over sixteen years of age." The ad touted the fact that "Experienced girls whom we have taught are making from twelve to twenty dollars per week."²³

Fourteen months after the end of World War I, between January 1920 and July 1921, the United States experienced a sharp deflationary recession. At some point during this period all of Kingsport's industrial plants became inactive, except for Kingsport Hosiery Mills. The local newspaper reported, "It did not suspend operations for so much as a month, and during 1921 and the early part of 1922, when the hard times were perhaps at their worst, its steady payroll meant much to Kingsport."²⁴

In February 1923, the mill employed 200 persons and was considering increasing this number to 250. The strategy for increasing employment was part of the company's plan to increase product output. It was credited by the *Kingsport Times* with giving the town's business section the benefits of a considerable and steady payroll and providing employment to people who would not otherwise be able to find work.²⁵

On page three of its February 23, 1923, issue, the *Kingsport Times* provided a description of the Kingsport Hosiery Mills as the facilities existed at that time (and see Figures 3, 5, 6 and 7):

The hosiery mill building, a three-story brick structure of very attractive architecture and modern design, was erected at a cost of \$85,000. It consists of a main building with ground dimensions of 50 feet by 150 feet and a wing with ground dimensions of 50 feet by 100 feet. The total floor space of the entire building is 35,000 square feet, or nearly an acre. The wing is only one story high and houses the boarding, dyeing and pressing departments. The main building is three stories in height, exclusive of the basement. In the basement there is a lunch room for the employees and a stock room. The private and general offices, the finishing department, and the clocking department are located on the first floor. On the first floor there is also a box factory, the plant making its own boxes in which to ship its product. The second floor is occupied by the looping, inspecting and mending departments, and by a fully equipped hospital room and rest room. On the third floor are the winding, knitting and ribbing departments. The machinery for the work carried on in these departments consists of five winding machines, 258 knitting machines, and 28 ribbing machines. Forty employees work on this floor. The entire building is especially well lighted, heated and ventilated. The rooms where the women work are kept spotlessly clean, and all of the surroundings are sanitary. The mill is equipped with the latest automatic machinery throughout, enabling it to produce in the most efficient manner and at a minimum of wastage in labor or material. A great deal of this machinery was installed during the past year... Perhaps there is no other hosiery mill in the country where more precautions are taken to safeguard the health and welfare of the employees than are taken in the Kingsport Hosiery Mills. In the local plant every step possible has been taken to insure their comfort and to provide them with not only sanitary but comfort giving and attractive surroundings. The lunch room, before mentioned, gives them a private and commodious place in which to eat their lunch, and hot coffee is served free over the lunch counter at noon. Besides being spotlessly clean and orderly on the interior, the hosiery

²³ Advertisement: "Wanted -- Girls" *The Kingsport Times*, Dec 19, 1919, p 5.

²⁴ "Kingsport Has Modern, Well Equipped Hosiery Mill." *The Kingsport Times*, Feb 23, 1923, p 3.

²⁵ "Kingsport Has Modern, Well Equipped Hosiery Mill." *The Kingsport Times*, Feb 23, 1923, p 3.

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mill is, on the exterior, one of the most attractive plants in Kingsport. The grounds are kept scrupulously neat and are covered with a beautiful bluegrass sod, with cinder driveway.



Figure 6: Kingsport Hosiery Mill, ca. 1920. From *The Kingsport Times*, May 7, 1977.

The mill's production continued to increase steadily. By 1928 its daily output had expanded to 26,400 pairs and the number of employees increased to 417, of which 296 were women. Approximately ten railroad carloads of finished product were shipped each month, while fourteen cars of raw materials were received. It ranked among the leading hosiery mills of the South, and its products were sold under a variety of

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trademarks. The mill's products found markets throughout the United States, and in parts of Canada, Europe, South America, and China.²⁶

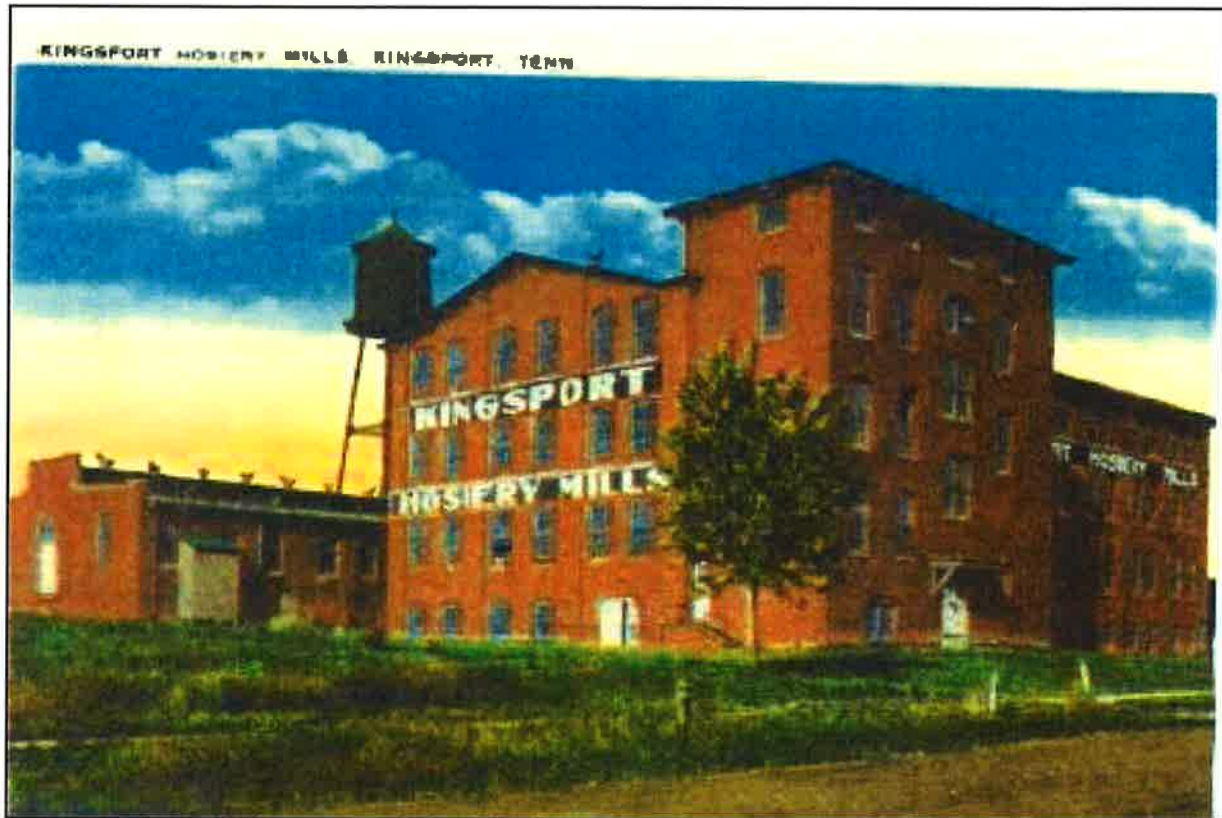


Figure 7: Kingsport Hosiery Mills, ca. 1920. From City of Kingsport Archives

Initially, the mill made seamless hose for ladies, men, and children. Raw materials for this product included artificial silk from New York and Chicago, and mercerized cotton or yarn from Chattanooga, Tennessee. In the summer of 1927, the mill began production of full fashion hose for ladies. For this product, only pure silk from Japan was used.²⁷

Although the Kingsport Hosiery Mills continued to thrive through the recession of 1920 and 1921, it did not fare as well during the Great Depression which began in October of 1929. By 1932 the Kingsport Hosiery Mills had closed and its machinery was removed. In that same year, the Miller-Smith Hosiery Mill began operations in the recently vacated buildings. An extension, Section 3, was added in 1932 which was more suitable to the type of machines used by Miller-Smith. The facility was devoted to the knitting of full-

²⁶ Long, *Kingsport, A Romance of Industry*. 185.

²⁷ Long, *Kingsport, A Romance of Industry*. 187.

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fashioned women's hosiery. With only seventy employees and an output of 2400 pair per day, both employment and production were significantly reduced from the pre-recession days.²⁸

Miller-Smith Hosiery Mill differed from the original Kingsport Hosiery Mills not only in output, employment, and product, but also in the relationship between owners and employees. The Women's Bureau of the Department of Labor noted in a 1935 survey that there were no doors on toilet compartments, unsanitary water fountains, and not enough seats for occasional periods of rest. In September of that same year, employees of the mill went on strike over the allegation that union members had been discharged after they allegedly forced a nonunion employee to leave the mill.²⁹ Four years later, the Wage and Hour Division of the U. S. Department of Labor issued special certificates for the employment of laborers in the hosiery industry which allowed certain mills to pay wages lower than the minimum wage established in the Fair Labor Standards Act of 1938. The Miller-Smith Hosiery Mill in Kingsport was among the businesses granted this special allowance.³⁰

By 1943, Miller-Smith Hosiery Mill was no longer operating in Kingsport, and the Kingsport Press took over the buildings. They used all sections of the building until 1945, when it was purchased by Dobyns-Taylor Hardware (see Figures 8 and 9).



Figure 8: Kingsport Hosiery Mills, 1946. From City of Kingsport Archives

²⁸ Rotary Club of Kingsport, Tennessee. *Kingsport, City of Industries, Schools, Churches and Homes*. Kingsport, TN, 1937.

²⁹ Wolfe, *Kingsport, Tennessee: A Planned American City*. 130-131.

³⁰ Notice of Issuance of Special Certificates for the Employment of Laborers in the Hosiery Industry, Vol 4, Fed. Reg., p. 3894, Sep 13, 1939.

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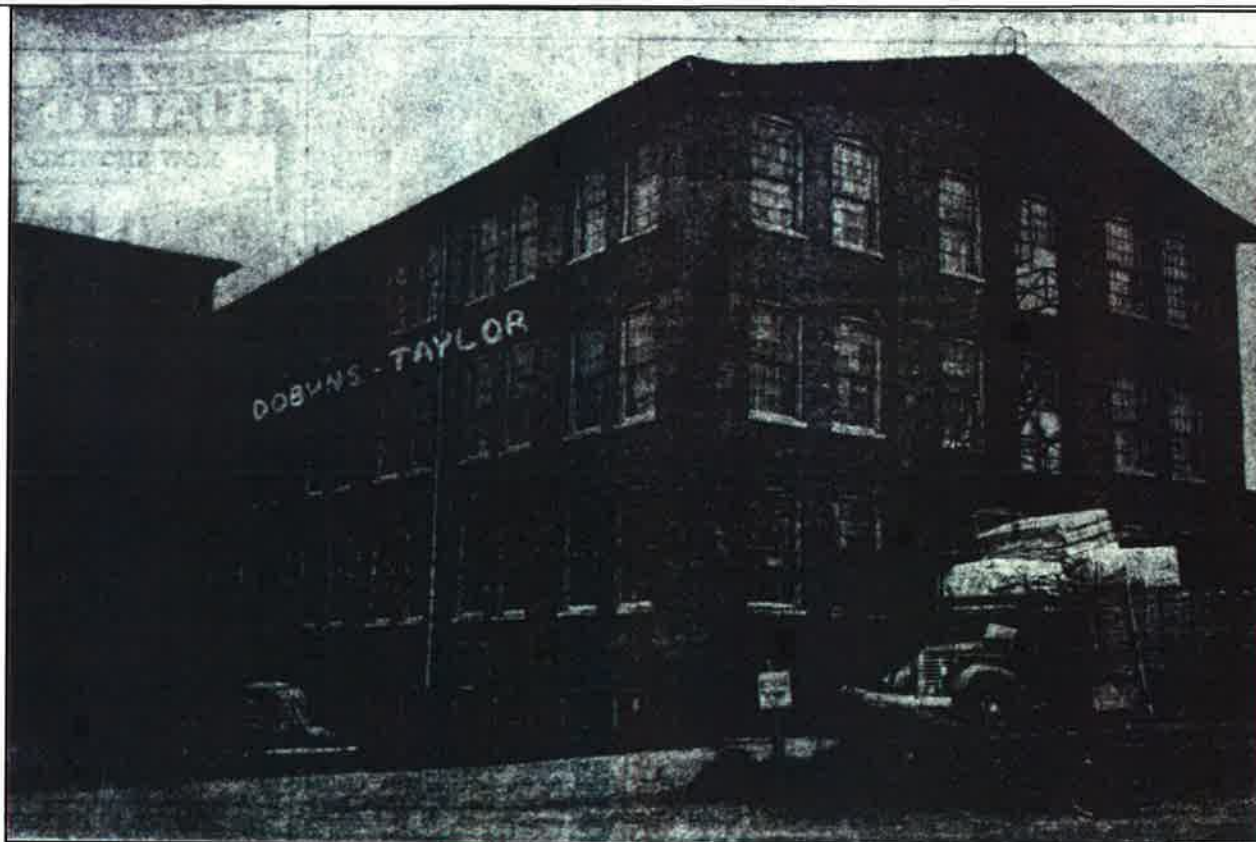


Figure 9: Kingsport Hosiery Mills (Dobyns-Taylor Hardware Warehouse and Kingsport Press Warehouse), 1952. From *Kingsport Times*, June 4, 1952

After Dobyns-Taylor assumed ownership, the Kingsport Press utilized only Section 3. In 1956, Section 4 was constructed for the purpose of serving as a warehouse for the Press's paper.³¹ The Press used Section 4 until the business closed in 2000.³² The Kingsport Press's use of the mill buildings was facilitated by the fact that the mill buildings were directly across Clinchfield Street from The Press facilities. Although not used directly in the printing process, the building's storage provided vital support in the overall process and allowed the mill building to maintain a connection with the major engines of industrial development in Kingsport.

For fifty years, the Kingsport Press was a powerful Tennessee presence in the publishing world. It was established in 1922 by Blair and Company, the New York bankers responsible for financing the Clinchfield Railroad (holding company for the Carolina, Clinchfield and Ohio Railway). At that time, John B. Dennis was chairman of the board for the Kingsport Press. Production on the Press's first order began on January 15, 1923 with 50,000 copies of the New Testament. In 1925 the press's fields of publications underwent major

³¹ George S. Taylor, Jr. Interview by Gray Stothart, June 24, 2020.

³² George S. Taylor, Jr. Interview by Jessica Harmon, Apr 4, 2019.

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diversification to include encyclopedias and textbooks. The resulting increase in capacity meant that floor space was enlarged from a few hundred square feet to 12.5 acres. Employment rose to accommodate additional shifts so the press could operate 24 hours a day. The company continued to grow and in 1961 underwent another expansion of its primary facilities. Employment peaked within a few years at 2,500. When the company celebrated its 50th Anniversary in 1973, *Kingsport News* noted that the company was producing millions of books through a complete in-house process of setting the type at a speed of 3,000 characters a second, printing up to five colors on both sides of a mile of paper in five minutes, and binding the printed books. With the Press's high production and distribution rates, the warehouse space provided by the Hosiery Building was a vital part of the Press's manufacturing and distribution process.³³

Although the Kingsport Press was able to keep up with rapid technological advances for a time, the changing needs of the publishing industry eventually surpassed the press's ability to adapt, and the plant closed in April 2006. At that time, 425 people were employed there.³⁴

The Kingsport Press's primary facilities, where the actual printing of publications took place, were located less than 600 feet west of the former mill buildings. None of the Press's primary facilities are extant. In recognition of this business's important contribution to economic development in Kingsport, an actual-size reproduction of an old-style elevated water storage tank has been erected where Kingsport Press facilities were located. The tank displays the words "Kingsport Press" and is visible from the Kingsport Hosiery Mills building. The Kingsport Hosiery Mill building therefore stands as the only extant facility to represent Kingsport Press's significant industrial history.

In 1945, Dobyns-Taylor Hardware purchased the property and began using Sections 1 and 2 as a warehouse. The Kingsport Press rented Section 3 and continued to use it for paper storage.³⁵ Although Dobyns-Taylor was not a component of Kingsport's industrial development, it was an important part of the city's commercial development. When Section 4 was built in 1956, it was also leased to the Kingsport Press, which continued to store paper at that location until they went out of business.³⁶ Dobyns-Taylor used the other sections as its warehouse for storage of inventory for its stores.

The origins of Dobyns-Taylor Hardware can be traced to 1910, when the Rotherwood Interstate Mercantile Company combined its two stores into a single location on Shelby Street (a street in what would become downtown Kingsport). This action started a new retail business called Kingsport Stores. Known as the "Big Store," this business sold a wide variety of goods and was operated and subsequently owned by J. Fred Johnson. The "Big Store" generated a number of offshoot businesses, one of which was Dobyns-Taylor Hardware, which opened its doors in 1922.³⁷ Started by George W. Taylor, Sr. and S. Flem Dobyns, the

³³ Martha Avaleen Egan, "Kingsport Press (Quebecor World, Inc.)," *Tennessee Encyclopedia*. Tennessee Historical Society, Oct 8, 2017, <http://tennesseencyclopedia.net/entries/kingsport-press-quebecor-world-inc/>, accessed May 11, 2020; "'Biggest Wilderness Printery' Marks 50th Year Here Monday," *Kingsport News*, January 12, 1973, 8.

³⁴ Martha Avaleen Egan, "Kingsport Press (Quebecor World, Inc.)," *Tennessee Encyclopedia*. Tennessee Historical Society, Oct 8, 2017, <http://tennesseencyclopedia.net/entries/kingsport-press-quebecor-world-inc/>, accessed May 11, 2020.

³⁵ George S. Taylor, Jr. Interview by Gray Stothart, June 24, 2020.

³⁶ George S. Taylor, Jr. Interview by Gray Stothart, June 24, 2020.

³⁷ Margaret Ripley Wolfe, *Kingsport, Tennessee: A Planned American City*. (Lexington, KY: University of Kentucky, 1987), 81.

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business was, for a time, the largest hardware store in Sullivan County and sold chinaware, jewelry, glass, paint, varnish, cement, kitchen furnishings, stoves, ranges, sporting goods, harnesses, and farm equipment.³⁸ The business operated for many years and opened outlets in the neighboring towns of Elizabethton, Jonesborough, and Rogersville, Tennessee. At one point, there were five Dobyns-Taylor Hardware Store locations in Kingsport and two in Rogersville. By 1952, the company employed 178 people.³⁹

Initial owners George W. Taylor, Sr. and Flem Dobyns were prominent Kingsport citizens and contributed to the city's development. George W. Taylor, a director of the First National Bank and of the Kingsport Federal Savings and Loan Association, served as a member of the advisory boards of both firms. He was a member of the City of Kingsport Board of Mayor and Aldermen in the late 1940s and early 1950s and was on the Kingsport Zoning Board. He served on numerous boards for community and education organizations and for Kingsport's Broad Street Methodist Church.⁴⁰ Flem Dobyns, the son of modern Kingsport's first Mayor, J. W. Dobyns, was involved in the civic affairs of the community throughout his life. Like Taylor, he served on several committees and boards of directors and was a member of numerous civic organizations. He organized large community events and assisted with organization of the Kingsport Merchant's Association, which eventually became known as the Kingsport Area Chamber of Commerce. One of Dobyns' ideas resulted in establishment of an event known as the "Santa Train," which has been making its rail excursion north from Kingsport taking gifts and candy to children in the coal fields of Appalachia every November since 1943.⁴¹

In the 1940s, there was a rail access to the mill building's loading dock facing Clinchfield Street and merchandise for the hardware stores was removed from rail cars and placed in the buildings. The section to which an arriving item was taken depended on the store to which it would be transported and sold. Thus, the old hosiery mills buildings also served as a distribution center for Dobyns-Taylor Hardware's multiple locations in Kingsport and several other neighboring towns.⁴²

Dobyns-Taylor Hardware added Section 5 in 1956 to use for additional storage. For a time, it was used exclusively for ladders and was known as the "ladder room." A restaurant occupied Section 5 beginning in 1995, but when the restaurant closed in about 2010, it was converted to storage again.⁴³

When Dobyns-Taylor Hardware ceased retail operations in 1985, it continued to maintain the former hosiery mill building as a warehouse. Since then, space has been leased to various tenants needing storage facilities in downtown Kingsport.

³⁸ Brianne Wright, *Downtown Kingsport* (Charleston, SC: Arcadia Publishing, 2011), 45.

³⁹ Vince Staten, *Unconventional History of Kingsport*. (Kingsport, TN: The Kingsport Publishing Company, 2016), 38; George S. Taylor, Jr. Interview by Gray Stothart, June 24, 2020; "Tennessee Firm's Volume is Measured by Millions," *Hardware Retailer* (November 1952): 92-93, 237.

⁴⁰ "Hardware Firm Founder, G. W. Taylor, 81, Dies." *The Kingsport Times*, Aug 5, 1968.

⁴¹ Sarah Haas. "Holiday Traditions: Our 2001 Holiday Home Preserves a Part of Kingsport's Heritage," *Marquee*. Dec, 2001: 54-55.

⁴² George S. Taylor, Jr. Interview by Gray Stothart, June 24, 2020; "Tennessee Firm's Volume is Measured by Millions," *Hardware Retailer* (November 1952): 92-93, 237.

⁴³ George S. Taylor, Jr. Interview by Gray Stothart, June 24, 2020.

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Collectively, the Kingsport Hosiery Mill's various uses from 1911 to 1970 represent some of Kingsport's most important industries. During the early 20th century, the hosiery mill produced tens of thousands of products sold internationally and provided employment for hundreds of people, even during times of financial and social hardship. In the mid-20th century, the mill's new usage for storage provided vital support to the Kingsport Press which was responsible for the production and sale of millions of books every year. Concurrent storage elsewhere in the building provided important storage and distribution support for the Dobyns-Taylor chain of retail stores throughout the Northeast Tennessee region. The Kingsport Hosiery Mill was a major component in Kingsport's industrial history and meets the requirements to be listed in the National Register of Historic Places.

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Previous documentation on file (NPS):		Primary location of additional data:
preliminary determination of individual listing (36 CFR 67 has been requested)		State Historic Preservation Office
previously listed in the National Register		Other State agency
previously determined eligible by the National Register		Federal agency
designated a National Historic Landmark		Local government
recorded by Historic American Buildings Survey #		University
recorded by Historic American Engineering Record #	X	Other
recorded by Historic American Landscape Survey #		Name of repository: First TN Development Dist.
Historic Resources Survey Number (if assigned): SL-4518 and SL-4519		

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10. Geographical Data

Acreage of Property 3.1 **USGS Quadrangle** Kingsport, Tenn-Va 188-SE

Latitude/Longitude Coordinates

Datum if other than WGS84: N/A

- | | |
|------------------------|-----------------------|
| 1. Latitude: 36.552014 | Longitude: -82.564008 |
| 2. Latitude: 36.551229 | Longitude: -82.564136 |
| 3. Latitude: 36.550504 | Longitude: -82.562895 |
| 4. Latitude: 36.551039 | Longitude: -82.562400 |

Verbal Boundary Description

The property is bounded by Clinchfield Street on the west, Press Street on the north, a 20 ft. wide alley on the east, and retail commercial property on the south. These boundaries correspond to boundaries of Sullivan County Parcel 046I A 024.00. These boundaries are depicted on the enclosed property tax map. The latitude/longitude coordinates noted above correspond to the four corners of this boundary.

Boundary Justification

The boundaries were selected to include the historic building used by Kingsport Hosiery Mills, Miller-Smith Hosiery Mill, Kingsport Press, and Dobyns-Taylor Hardware.

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USGS Topographic Map



Kingsport, Tenn-Va 88-SE Quadrangle

Original Map Scale 1:24,000



Kingsport Hosiery Mills

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Property Tax Map

Sullivan County - Parcel: 0461 A 024.00



Date: July 7, 2020
County: Sullivan
Owner: DOBYNS TAYLOR HARDWARE
Address: PRESS ST 435
Parcel Number: 0461 A 024.00
Deeded Acreage: 0
Calculated Acreage: 3.1
Date of Imagery: 2019

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, @OpenStreetMap contributors, and the GIS User Community
TN Comptroller - OIG

The property lines are compiled from information maintained by your local county Assessor's office. Data is not to be used as evidence of property ownership in any court of law.

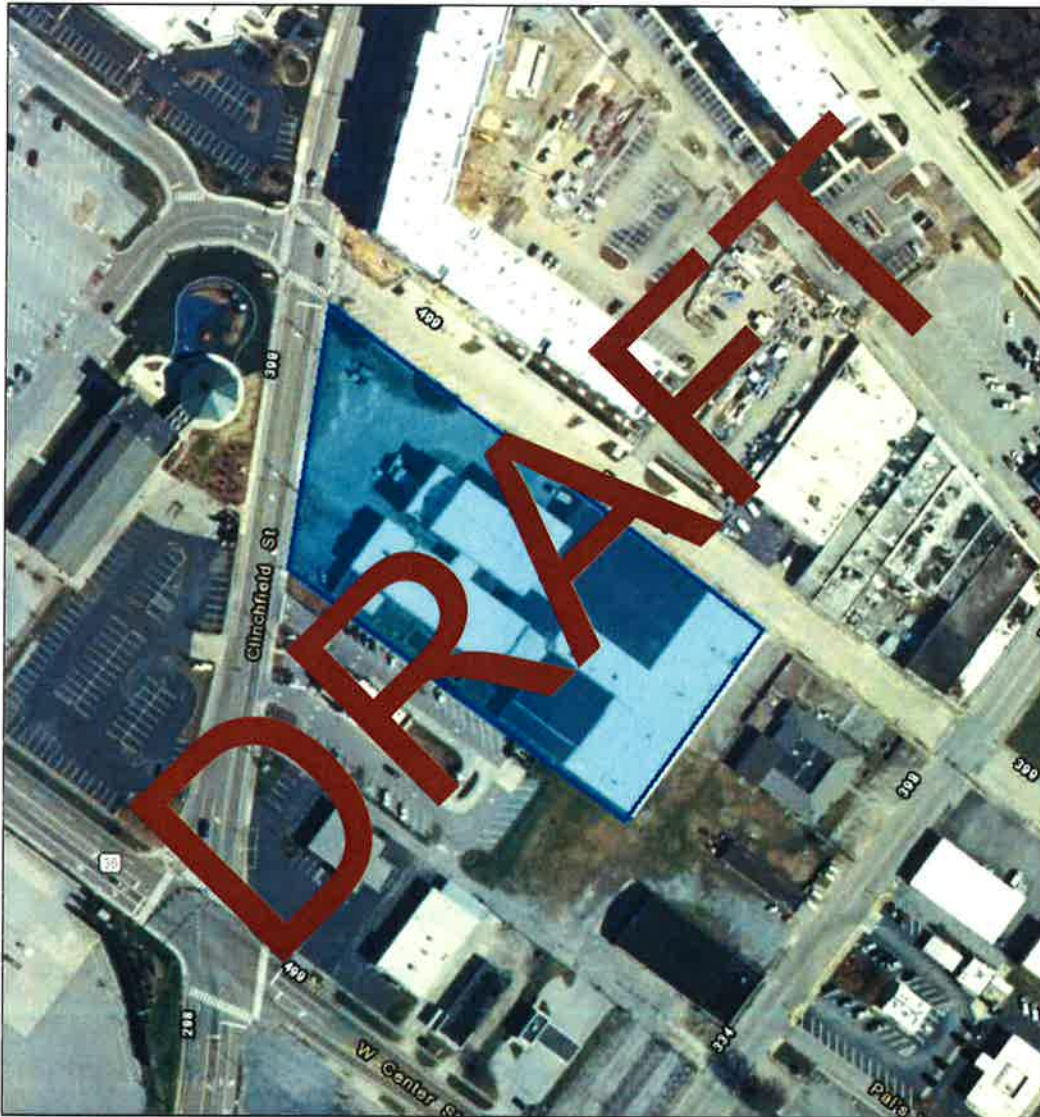


Kingsport Hosiery Mills
Name of Property

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Property Tax Map with Aerial Imagery

Sullivan County - Parcel: 046I A 024.00



Date: July 7, 2020
County: Sullivan
Owner: DOBYNS TAYLOR HARDWARE
Address: PRESS ST 436
Parcel Number: 046I A 024.00
Deeded Acreage: 0
Calculated Acreage: 3.1
Date of Imagery: 2019

Esri, HERE, Garmin, © OpenStreetMap contributors,
TN Comptroller - OLG
TDOT

The property lines are compiled from information maintained by your local county Assessor's
office but are not conclusive evidence of proper ownership in any court of law.



Kingsport Hosiery Mills
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11. Form Prepared By

Name	<u>Gray Stothart</u>		
Organization	<u>First Tennessee Development District</u>		
Street & Number	<u>3211 North Roan Street</u>	Date	<u>June 5, 2020</u>
City or Town	<u>Johnson City</u>	Telephone	<u>(423) 722-5096</u>
E-mail	<u>gstothart@ftdd.org</u>	State	<u>TN</u> Zip Code <u>37601</u>

Additional Documentation

Submit the following items with the completed form:

- **Maps:** A USGS map or equivalent (7.5 or 15 minute series) indicating the property's location.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to map.
- **Photographs** (refer to Tennessee Historical Commission National Register *Photo Policy* for submittal of digital images and prints)
- **Additional items:** (additional supporting documentation including historic photographs, historic maps, etc. should be included on a Continuation Sheet following the photographic log and sketch maps)

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

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Put Here
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Section number Photos and Plans Page 31

Photo Log

Name of Property: Kingsport Hosiery Mills
City or Vicinity: Kingsport
County: Sullivan State: Tennessee
Photographer: Gray Stothart
Date Photographed: June 1, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera:

- 1 of 60. Façade direct. Photographer facing southeast.
- 2 of 60. Façade oblique. Photographer facing east.
- 3 of 60. Façade oblique. Photographer facing south.
- 4 of 60. Section 1 façade and northeast elevation. Photographer facing south.
- 5 of 60. Section 1 northeast and southeast elevations, Section 4 northeast elevation. Photographer facing west.
- 6 of 60. Section 1 northeast elevation. Photographer facing southwest.
- 7 of 60. Section 1 façade. Photographer facing southeast.
- 8 of 60. Section 1 façade and southwest elevation. Photographer facing east.
- 9 of 60. Passage between Section 1 and Section 2. Photographer facing southeast.
- 10 of 60. Section 2 façade and northeast elevation. Photographer facing south.
- 11 of 60. Section 2 façade. Photographer facing southeast.
- 12 of 60. Section 5 façade. Photographer facing southeast.
- 13 of 60. Section 5 façade and southwest elevation. Photographer facing east.
- 14 of 60. Section 2 southwest elevation. Photographer facing southeast.
- 15 of 60. Section 5 southwest and southeast elevations. Photographer facing north.

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- 16 of 60. Section 5 southeast elevation. Photographer facing northwest.
- 17 of 60. Reservoir and Section 2 southwest elevation. Photographer facing southeast.
- 18 of 60. Reservoir. Photographer facing northeast.
- 19 of 60. Passage between Section 2 and Section 3 and northeast façade of Section 3. Photographer facing east.
- 20 of 60. Section 2 southwest elevation. Photographer facing northeast.
- 21 of 60. Section 2 southwest elevation oblique. Photographer facing east.
- 22 of 60. Section 3 northeast and southwest elevations. Photographer facing east.
- 23 of 60. Section 3 southwest elevation. Photographer facing northeast.
- 24 of 60. Section 3 southwest elevation. Photographer facing north.
- 25 of 60. Section 4 southwest elevation. Photographer facing east.
- 26 of 60. Section 4 southwest and southeast elevations. Photographer facing north.
- 27 of 60. Section 4 southwest and southeast elevations. Photographer facing northeast.
- 28 of 60. Section 4 southeast and northeast elevations. Photographer facing west.
- 29 of 60. Section 4 southeast and northeast elevations. Photographer facing northwest.
- 30 of 60. Section 4 northeast elevation. Photographer facing west.
- 31 of 60. Interior view of Section 1 basement. Photographer facing west.
- 32 of 60. Interior view of Section 1 basement. Photographer facing southeast.
- 33 of 60. Interior view of Section 1 basement. Photographer facing northwest.
- 34 of 60. Interior view of Section 1 basement elevator door. Photographer facing northeast.
- 35 of 60. Interior view of Section 1 first floor. Photographer facing southeast.

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- 36 of 60. Interior view of Section 1 first floor. Photographer facing southeast.
- 37 of 60. Interior view of Section 1 first floor. Photographer facing north.
- 38 of 60. Interior view of Section 1 ell staircase landing between first and second floors. Photographer facing southwest.
- 39 of 60. Interior view of Section 1 second floor. Photographer facing northwest.
- 40 of 60. Interior view of Section 1 second floor. Photographer facing east.
- 41 of 60. Interior view of Section 1 second floor. Photographer facing north.
- 42 of 60. Interior view of Section 1 third floor. Photographer facing west.
- 43 of 60. Interior view of Section 1 third floor. Photographer facing northwest.
- 44 of 60. Interior view of Section 1 third floor. Photographer facing east.
- 45 of 60. Interior view of Section 1 third floor ell. Photographer facing northeast.
- 46 of 60. Interior view of Section 1 fourth floor ell. Photographer facing northwest.
- 47 of 60. Interior view of Section 1 fourth floor ell. Photographer facing west.
- 48 of 60. Interior view of Section 1 fourth floor ell. Photographer facing southeast.
- 49 of 60. Interior view of passage between Section 2 and Section 3. Photographer facing northwest.
- 50 of 60. Interior view of passage between Section 2 and Section 3. Photographer facing southeast.
- 51 of 60. Interior view of Section 2. Photographer facing north.
- 52 of 60. Interior view of Section 2. Photographer facing northwest.
- 53 of 60. Interior view of Section 2. Photographer facing north.
- 54 of 60. Interior view of Section 3. Photographer facing northeast.
- 55 of 60. Interior view of Section 3. Photographer facing northeast.
- 56 of 60. Interior view of Section 3. Photographer facing northeast.

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- 57 of 60. Section 1 Ell northeast elevation. Photographer facing south.
- 58 of 60. Section 1 loading dock and façade door. Photographer facing south.
- 59 of 60. Interior view of Section 2 Tobacco Shop. Photographer facing southeast.
- 60 of 60. Interior view of Section 2 Tobacco Shop. Photographer facing northeast.

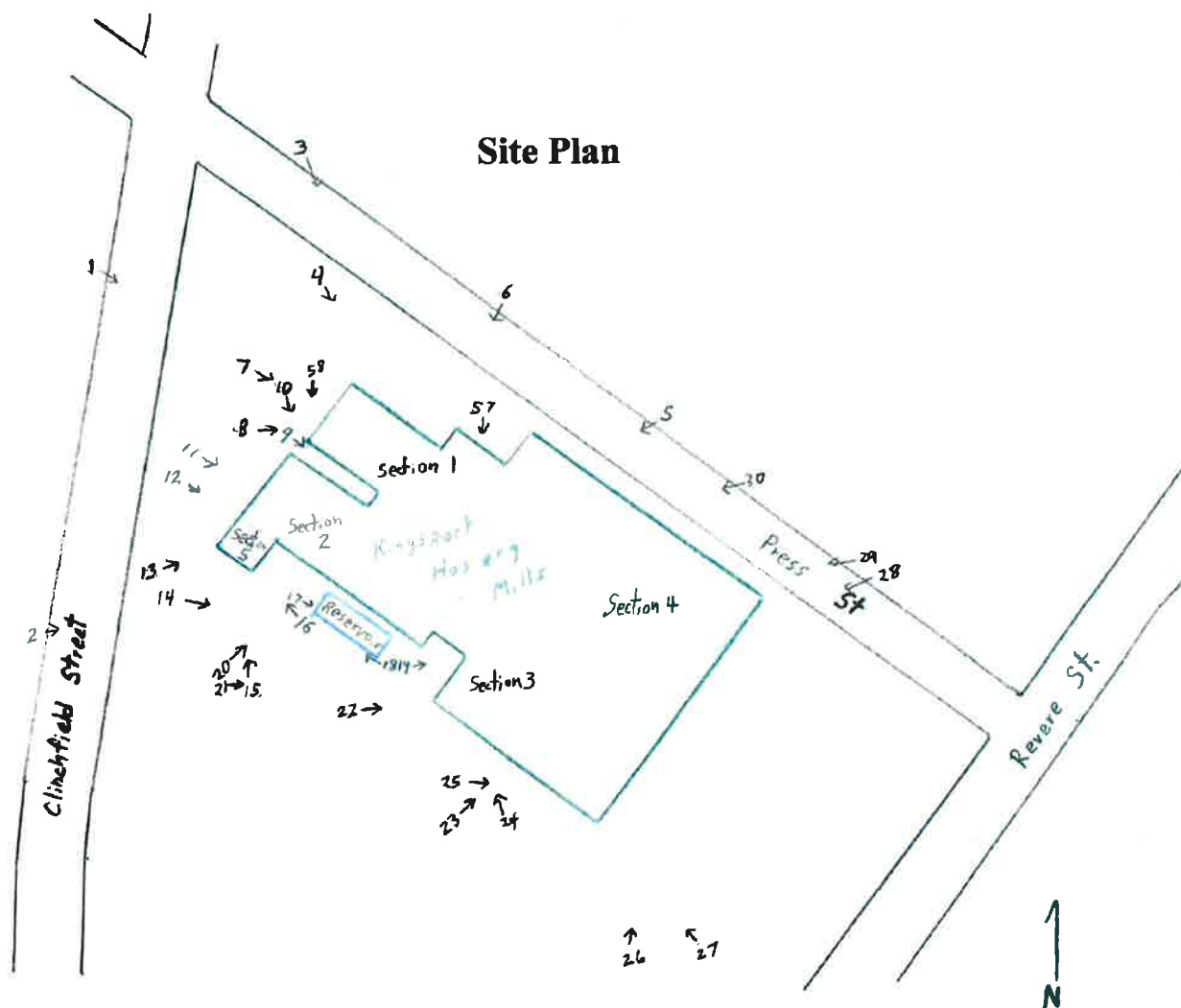
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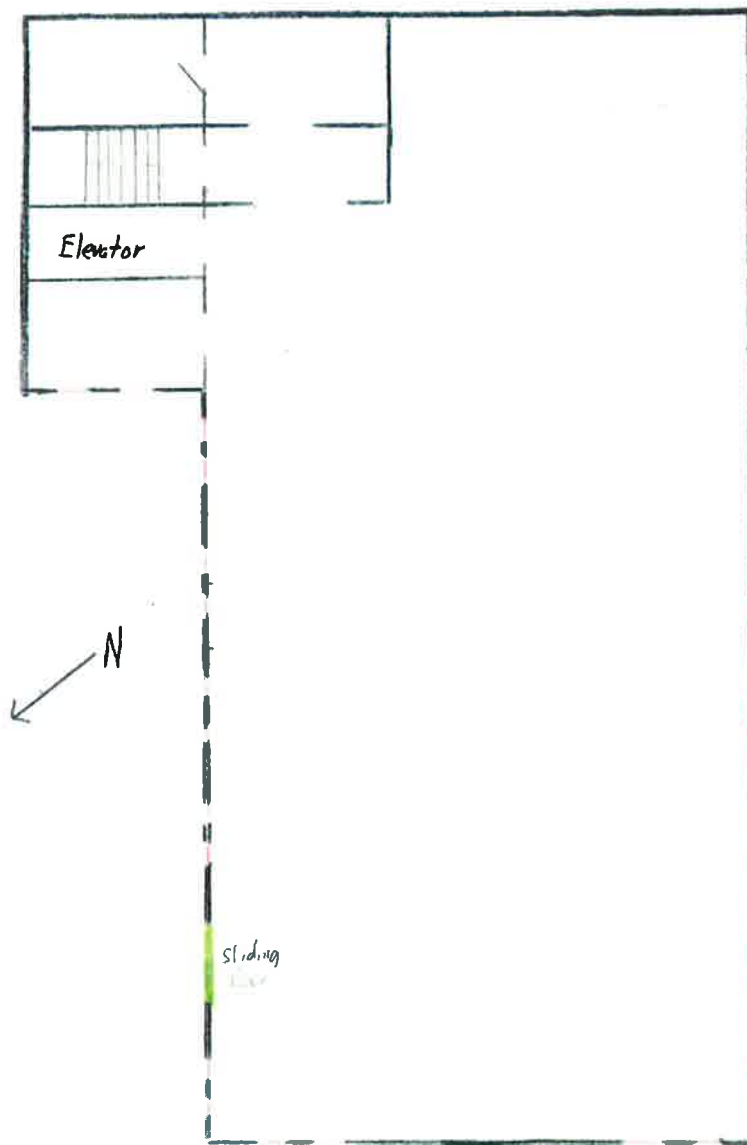
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Floor Plans (All Plans are Not to Scale)

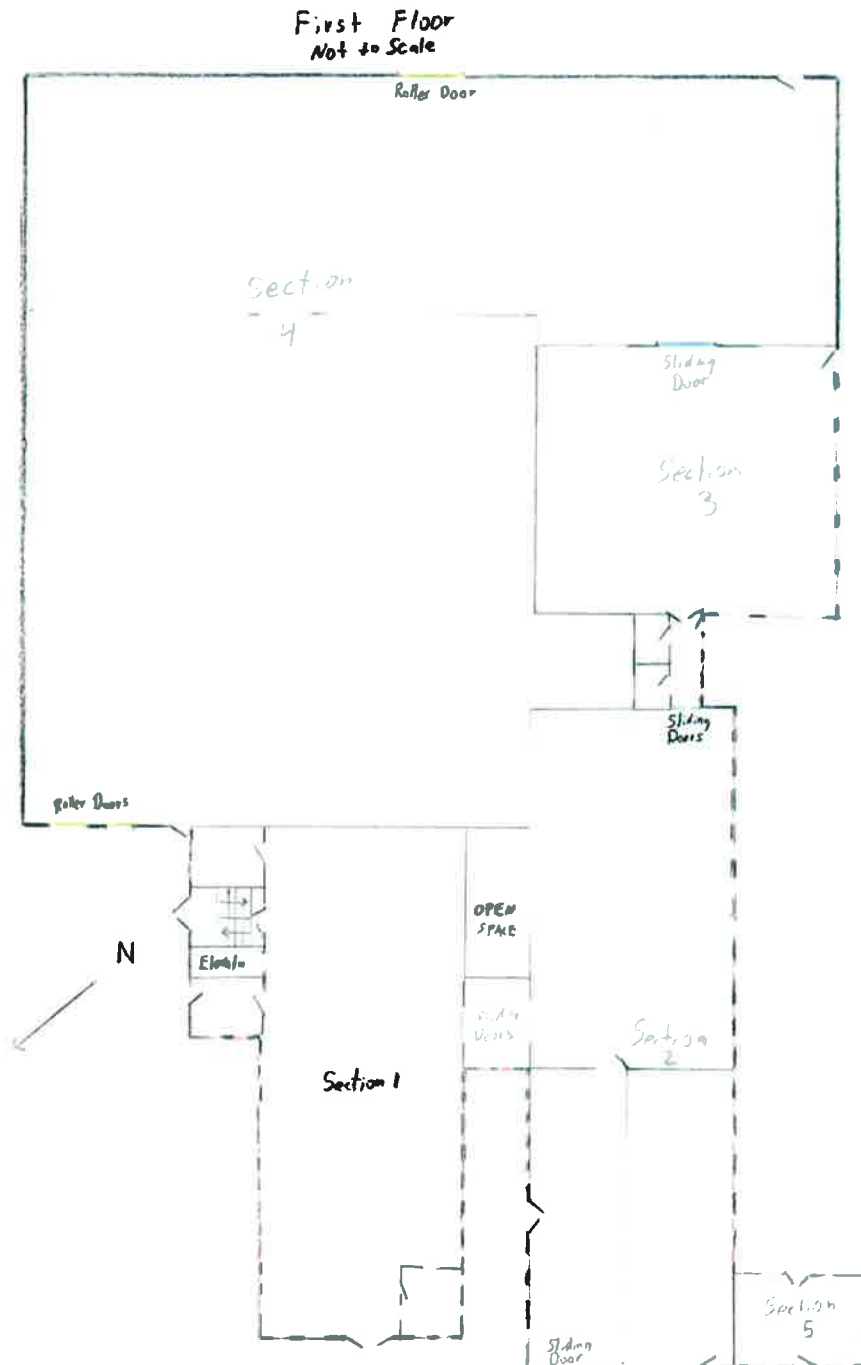
Basement - Section 1
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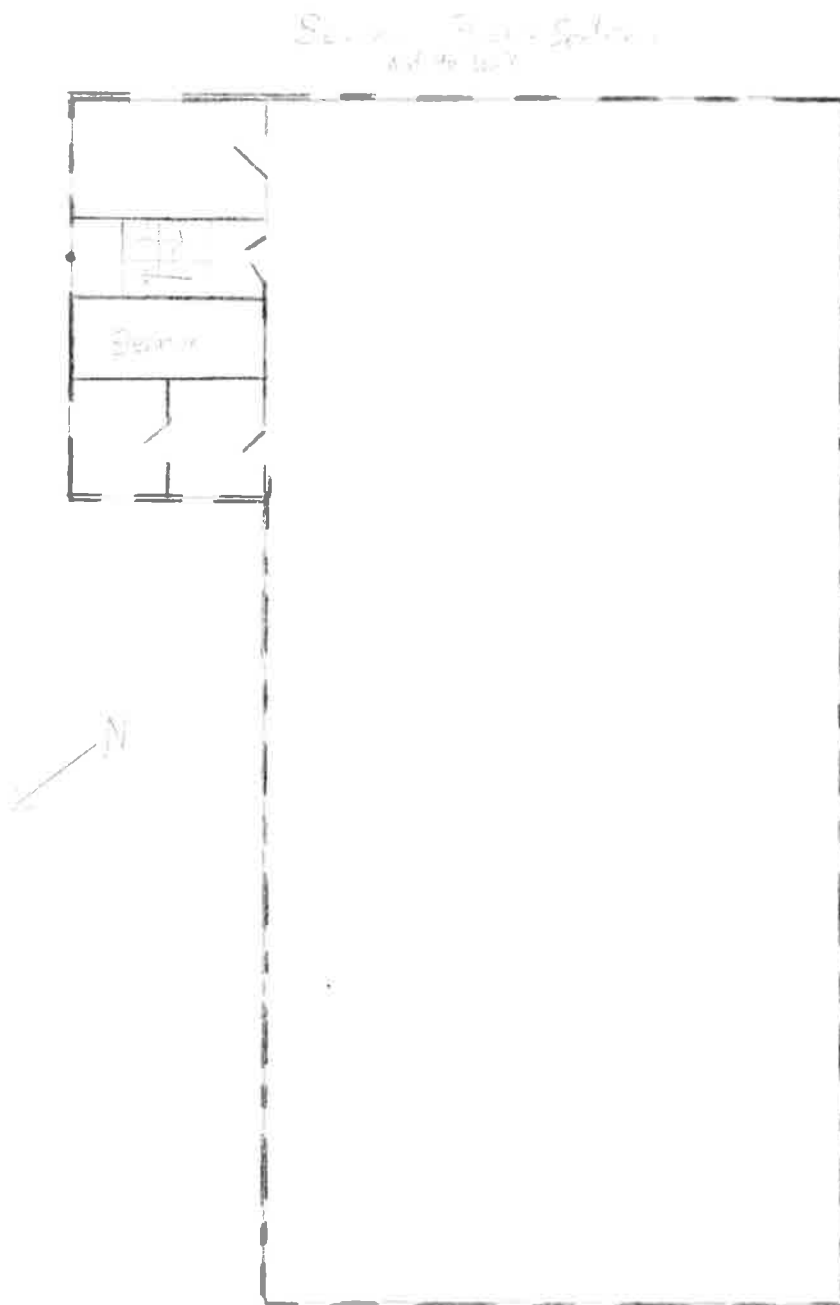
Section number Photos and PlansPage 37

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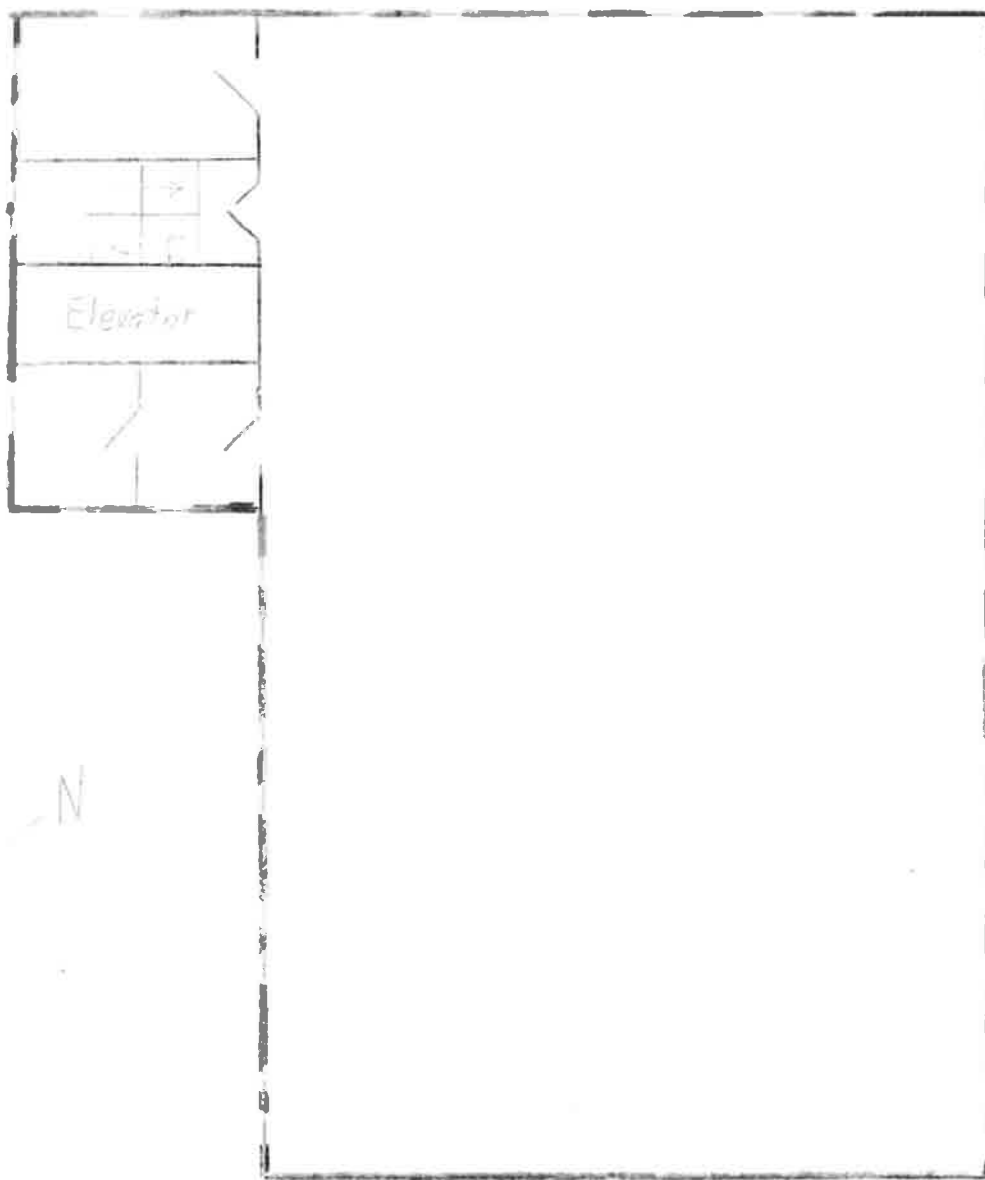
**National Register of Historic Places
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Section number Photos and Plans

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Third Floor - Section 1
Not to scale



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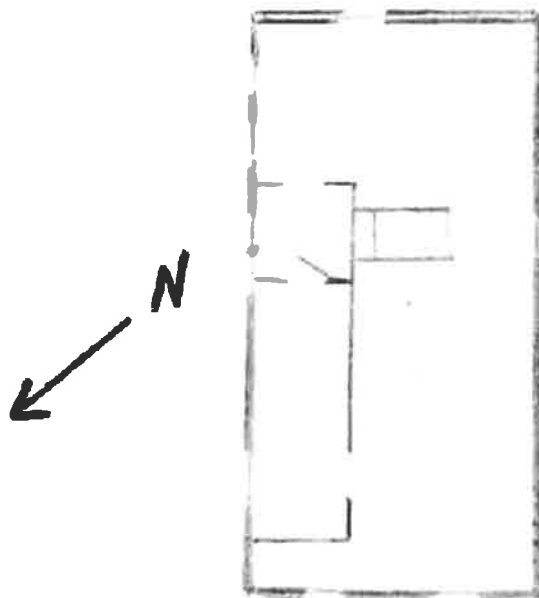
**National Register of Historic Places
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Fourth Floor
Not to Scale



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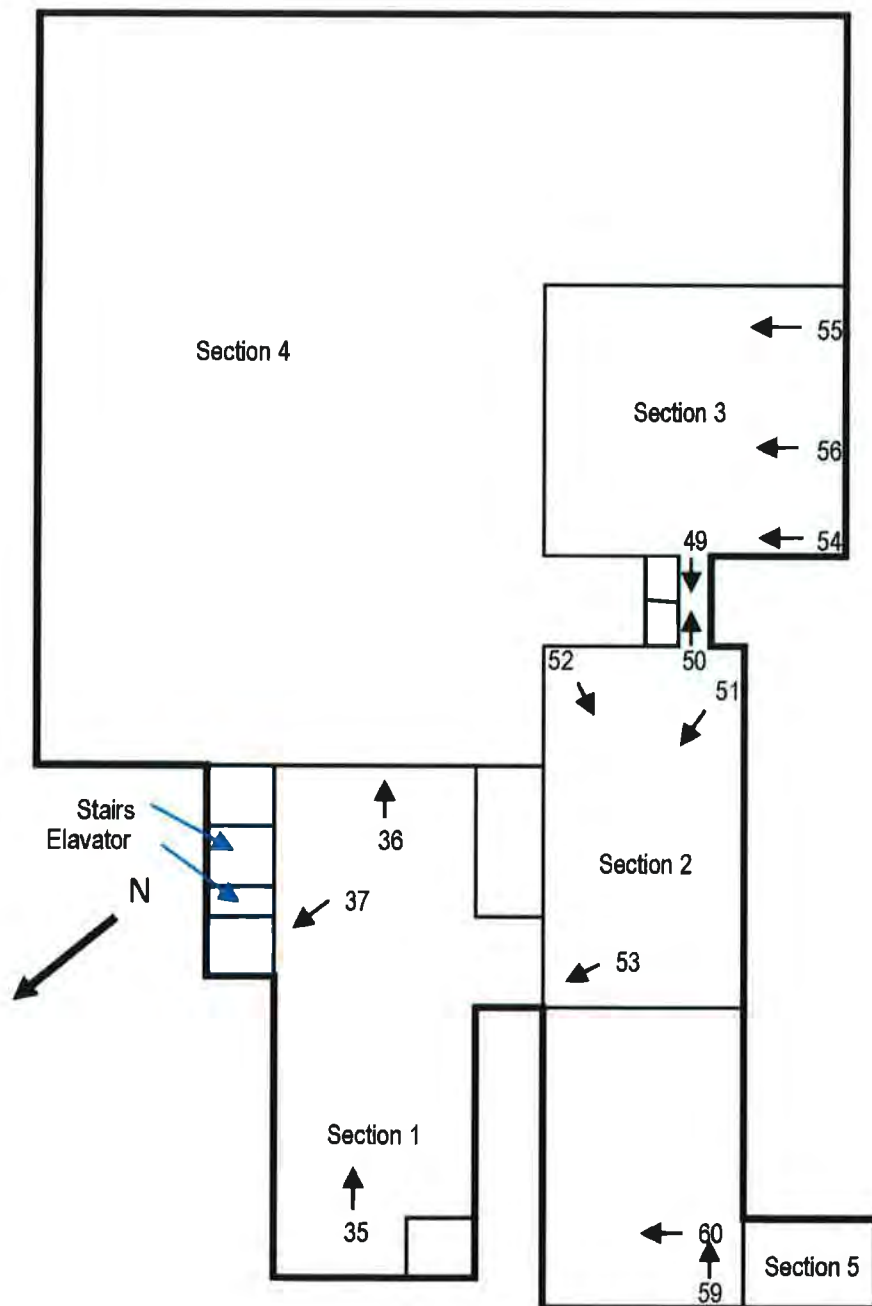
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Name of multiple listing (if applicable)

Section number Photos and Plans

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PHOTO POSITIONS AND DIRECTIONS - 1ST FLOOR



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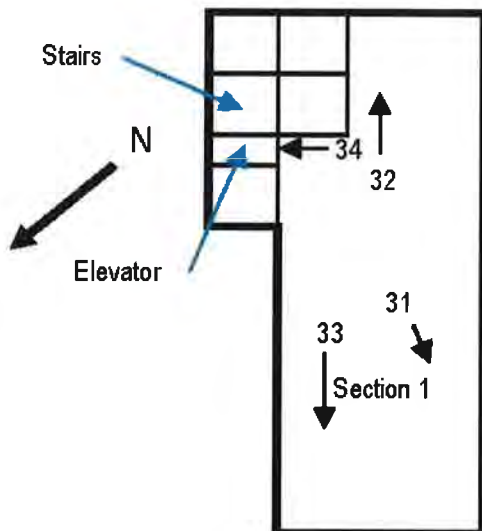
Put Here
Kingsport Hosley Mills
Name of Property
Sullivan, Tennessee
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Name of multiple listing (if applicable)

Section number Photos and Plans Page 42

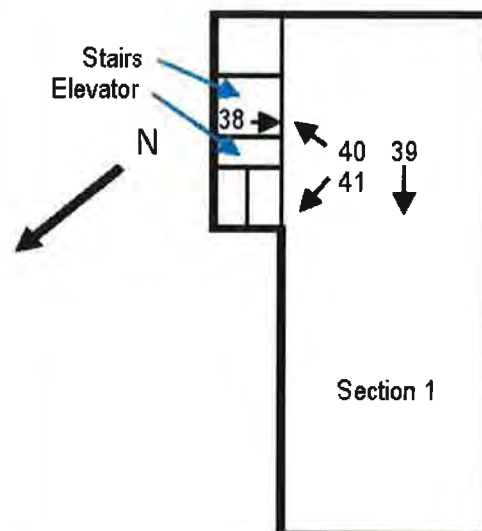
PHOTO POSITIONS AND DIRECTIONS

Section 1 - Basement, 2nd Floor, 3rd Floor, and 4th Floor

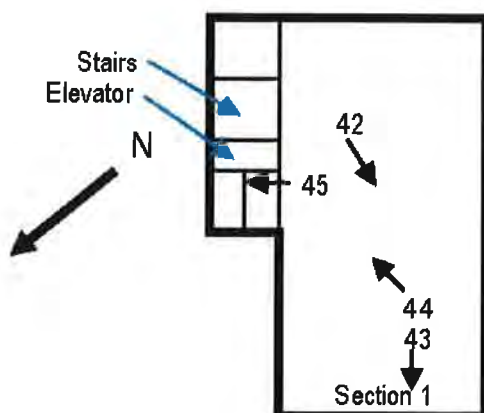
BASEMENT



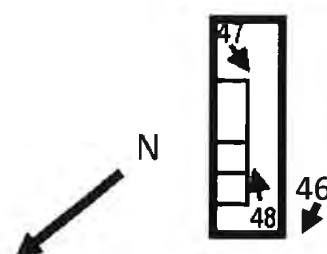
SECOND FLOOR



THIRD FLOOR



FOURTH FLOOR



Property Owner:

(This information will not be submitted to the National Park Service, but will remain on file at the Tennessee Historical Commission)

Name Dobyns - Taylor Hardware Company, c/o George Taylor

Street &
Number 1216 Watauga Street Telephone (423) 765-7340

City or Town Kingsport State/Zip Tennessee, 37660

DRAFT

KINGSPORT HOSIERY MILLS

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



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KINGSPORT HOSIERY MILLS

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



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KINGSPORT HOSIERY MILLS

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



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KINGSPORT HOSIERY MILLS

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



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KINGSPORT HOSIERY MILLS

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



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KINGSPORT, SULLIVAN COUNTY, TENNESSEE



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KINGSPORT, SULLIVAN COUNTY, TENNESSEE



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KINGSPORT HOSIERY MILLS

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



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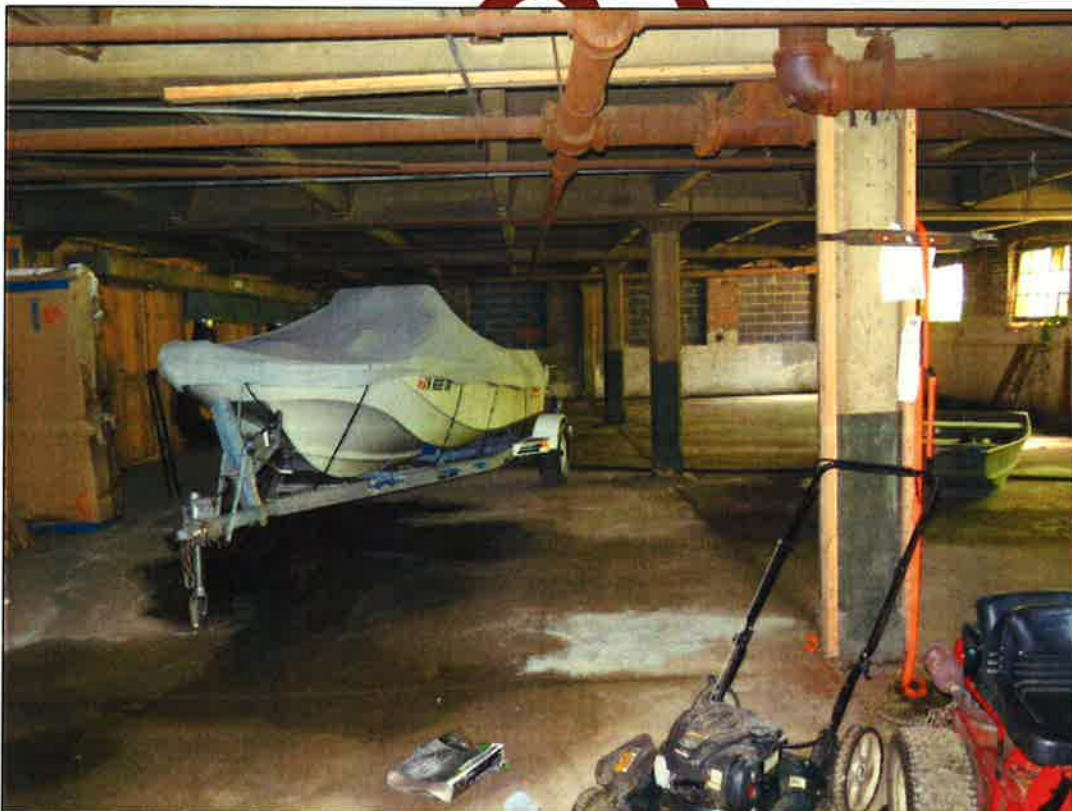
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KINGSPORT HOSIERY MILLS

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



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KINGSPORT HOSIERY MILLS

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



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KINGSPORT HOSIERY MILLS

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



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AGENDA ACTION FORM

Data Use Agreement for the Regional Integrated Transportation Information System (RITIS)

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

Action Form No.: AF-212-2020
Work Session: August 17, 2020
First Reading: N/A

Final Adoption: August 18, 2020
Staff Work By: L. Phillips / M. Thompson
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

In order to provide an enhanced overall view of the transportation network, the Regional Integrated Transportation Information System (RITIS) fuses, translates, and standardizes data obtained from multiple agencies. This data would assist the Metropolitan Transportation Planning Organization (MTPo) in measuring the transportation system's performance and communicate information to stakeholders and the public. Several data vendors, to include INRIX, HERE North America, and TomTom North America, have agreed to provide real-time traffic data as part of the RITIS Probe Analytics Suite.

Recently, the Tennessee Department of Transportation (TDOT) acquired access to the RITIS Probe Data Analytics Suite which also authorizes MTPOs in Tennessee to have access to the platform. As a Data Licensee each agency is authorized to create visualizations and summary statistics (i.e., maps, graphs, charts, tables, etc.) for presentation and distribution.

Each agency is required to complete a data use agreement, therefore it is requested to enter into this agreement for the MTPo to have access to the data provided with the focus of increasing safety and efficiency. This agreement is administered by the University of Maryland on behalf of the Eastern Transportation Coalition (formerly the I-95 Corridor Coalition).

Attachments:

1. Resolution
2. Data Use Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT FOR USE OF DATA WITH INRIX, INC., HERE NORTH AMERICA AND TOMTOM NORTH AMERICA, INC. FOR THE USE OF THE REGIONAL INTEGRATED TRANSPORTATION INFORMATION SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, recently, the Tennessee Department of Transportation (TDOT) acquired access to the Regional Integrated Transportation Information System (RITIS) Probe Data Analytics Suite which also authorizes Metropolitan Transportation Planning Organizations (MTPOs) in Tennessee to have access to the platform; and

WHEREAS, in order to provide an enhanced overall view of the transportation network, the RITIS fuses, translates, and standardizes data obtained from multiple agencies, and this data would assist MTPOs in measuring the transportation system's performance and communicate information to stakeholders and the public; and

WHEREAS, the city, through the Metropolitan Transportation Planning Organization (MTPO), would like to enter into an Agreement for Use of Data with INRIX, HERE North America, and TomTom North America to have access to the data provided with the focus of increasing safety and efficiency.

Now therefore,

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

SECTION I. That an Agreement for Use of Data with INRIX, Inc., HERE North America, and TomTom North America, Inc. is approved.

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

**1-95 Corridor Coalition Traffic Flow Data Program
R009**

Agreement for Use of Data

1.0 This Agreement for Use of Data ("Agreement" or "Data Use Agreement") is entered into, by and among INRIX, Inc., a corporation organized under the laws of the State of Delaware and having a primary business address set forth in Section 8 below, HERE North America, a limited liability company organized under the laws of the State of Delaware and having a primary business address set forth in Section 8 below, and TomTom North America, Inc., a corporation organized under the laws of the State of California and having a primary business address set forth in Section 8 below (collectively referred to hereinafter as the "Data Vendors") and City of Kingsport/Kingsport MTPO (hereinafter "Data Licensee"), having an address as set forth on the signature page below. Data Vendors and Data Licensee together are hereinafter referred to as the "Parties".

2.0 Background: I-95 Corridor Coalition (hereinafter "Coalition"), an unincorporated coalition of members and affiliate members (collectively referred to herein after as "Coalition Members" or "Coalition Member" in singular), has authorized the University of Maryland (hereinafter "UMD"), an agency and instrumentality of the State of Maryland, to act on behalf of the Coalition to enable the Coalition to continue to serve as a valuable knowledgeable collaborative resource throughout the I-95 Corridor. Acting on behalf of the Coalition, UMD has executed agreements with the Data Vendors under which they have agreed to license real-time traffic data, including travel time, speed, complimentary metrics and associated products provided pursuant to task orders (hereinafter referred to as "Licensed Data") to Coalition Members and their subcontractors under the following agreements: UMD and INRIX have executed contract# 83794N-1-INRIX; UMD and HERE North America have executed contract# 83794N-2-HERE; and UMD and TomTom North America have executed contract# 83794N-3-TomTom (collectively hereinafter referred to as the "Contracts").

This Agreement, to be executed by all Data Vendors and Data Licensees, sets forth the terms and conditions under which Coalition Members and their subcontractors may access and use any Licensed Data purchased through the Contracts, irrespective of geography or time; for appropriate use of and liability for misuse of Licensed Data; and warranties regarding Licensed Data.

For the avoidance of doubt, Data Licensee acknowledges that Data Vendors' obligation to deliver the Licensed Data to Data Licensee is limited to the duration and the terms of active task orders under the applicable Contracts. The foregoing shall be without prejudice to Data Licensee's right to use the Licensed Data that it has received as set forth in clause 4.0 below.

3.0 Certification: Data Licensee certifies that it is a member or affiliate member of the Coalition in good standing or an entity under contract to a Data Licensee (that may include universities) that directly supports a Coalition Member in good standing via a written agreement (hereinafter referred to as 'Subcontractor'), and requires and is authorized to access/use the Licensed Data procured under the Contracts.

If Data Licensee is a Subcontractor, it shall complete Attachment A to this Agreement, which shall be incorporated as part of this Agreement. Coalition Members shall notify all Data Vendors and UMD upon the termination of its written agreement with any Subcontractor.

Data Vendors agree that Data Licensee is entitled to access and use Licensed Data under the terms of this Data Use Agreement. Notwithstanding whether Data Licensee elects to purchase or not purchase Licensed Data for its particular jurisdiction, Data Vendors agree that Data Licensee is entitled to access and use, at no cost, Licensed Data purchased by any Coalition Member, subject to the terms of this Data Use Agreement.

4.0 Grant of License: Data Vendors hereby grant Data Licensee a nonexclusive, fully paid up right and license to reproduce, use, distribute, make derivative works based on, and archive Licensed Data consistent with Data Licensee's traffic management, operations and planning responsibilities. Data Licensee is entitled to receive all Licensed Data purchased by any Coalition Member regardless of geographical or political boundaries of Data Licensee's respective jurisdiction.

5.0 Rights and Limitations of License: The license granted under this Agreement is subject to the following restrictions:

(a) Data Licensee shall not have the right to sell or otherwise transfer or disclose Licensed Data either to public or private entities that are not licensed to receive such data without prior written authorization from Data Vendors unless Data Licensee is required by applicable laws or regulations or pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena to disclose Licensed Data. In that event, Data Licensee shall provide the affected Data Vendors prompt notice of the demand, unless prohibited by law, so they may take appropriate action to prevent disclosure, if they wish. Data Licensee shall provide a copy of any such notice to UMD. Nothing herein shall be deemed to authorize Data Licensee not to comply with any lawful order pending action by Data Vendors.

(b) Data Licensee shall limit access to Licensed Data to those of its employees and subcontractors who have a need to access and use Licensed Data in order to fulfill their contractual duties and shall require all such persons authorized to access and use Licensed Data to agree to abide by the terms of this Data Use Agreement. Any Data Licensee that desires access to Licensed Data for purposes not authorized by this Agreement must negotiate directly with Data Vendors to acquire such additional access and rights.

(c) Data Licensee may disseminate real-time traffic data delivered by Data Vendors to the public, subject to the following restrictions:

i. Licensed Data may only be disseminated to the public using dynamic message signs (also known as variable message signs), portable message signs, highway advisory radio, 511 information systems, and Coalition Members' supported websites, web services, social media, and smart phone applications; and

ii. Licensed Data disseminated to the public shall be restricted solely to travel times and speeds only that is disseminated via dynamic message signs (also known as variable message signs), portable message signs, highway advisory radio, telephone-based 511 information systems; and

iii. This Agreement does not place any restrictions on dissemination of data to the public through Coalition Members' supported websites, web services, social media, and smart phone applications, including web-based 511 information systems.

(d) The license granted by Data Vendors to Data Licensee authorizes Data Licensee to create visualizations and summary statistics of the archived traffic data (i.e., maps, graphs, charts, tables, etc.) for presentation and distribution to the general public ("Derivative Works"). Data Licensee shall own all copyrights in all such Derivative Works to the extent those works are protected by copyright.

(e) Nothing in this Agreement shall preclude Data Licensee from distributing, displaying or otherwise presenting any traffic data or derivative works deemed essential to the safety of the traveling public.

6.0 Right to Acquire Non-Licensed Data: Nothing in this Agreement shall prohibit Data Licensee from acquiring, displaying or otherwise presenting or sharing information that Data Licensee has obtained from sources other than Data Vendors.

7.0 Prevention of Unauthorized Use: Data Licensee will cooperate with Data Vendors to protect the commercial value of Licensed Data by taking such measures as:

(a) retaining all proprietary or restricted use notices included on Licensed Data as received; and

(b) not obstructing or modifying proprietary or restricted use notices included on Licensed Data as received; and

(c) ensuring that all copies of Licensed Data include all proprietary or restricted use notices included on Licensed Data as received. To the extent Data Vendors do not include any proprietary or restricted use notices on Licensed Data as delivered to Data Licensee, Data Licensee shall insert, at a minimum, the following notice on any copies of Licensed Data that Data Licensee makes: "PROPRIETARY INFORMATION OF DATA VENDOR. USE BY ENTITIES OTHER THAN AUTHORIZED, LICENSED USERS PROHIBITED"; and

(d) storing and disseminating Licensed Data using methods, communication mediums and technologies that provide reasonable protections against their unlawful copying and unauthorized access and use.

8.0 Notice of Unauthorized Use: In the event Data Licensee becomes aware of an inappropriate use or unauthorized disclosure of Licensed Data, Data Licensee shall provide immediate verbal notice as soon as practicable and subsequent written notice within 24 hours of its verbal notice to UMD and to the Data Vendor(s) whose data are the subject of inappropriate use or unauthorized disclosure as follows:

University of Maryland Program Managers

Dr. Stanley Young

Kathleen Frankle (or designee) 301-405-30 96,
410-414-2925

seyoung@umd.edu,

kfrankle@umd.edu Department of Civil and Environmental Engineering
University of Maryland

2200 Technology Ventures Building
College Park, Maryland 20742-3021

HERE North America LLC

Mr. Keith Hangland, Account Representative
408-789-8264

keith.hangland@here.com

425 West Randolph Street
Chicago, IL 60606

INRIX Inc.

Mr. Rick Schuman- Program Manager
407-298-4346

Rick@inrix.com

10210 NE Points Dr., Suite 300
Kirkland, WA 98033

TomTom North America, Inc.

Attn: Legal Department
11 Lafayette Street
Lebanon, NH 03766-1445 USA
Telephone: (800) 331-7881
Facsimile: (603) 653-0249
Email: aeglegal@tomtom.com

Subject to the above paragraph, all notices and approvals required to be made under this Agreement shall be made in writing and delivered (i) in person; (ii) by facsimile, with confirmation of transmission, (iii) by electronic mail (email) with return confirmation of delivery, or (iv) by first class mail, postage prepaid and addressed to the contact for each party specified above or such other person and address as each party may hereafter designate in writing. Notice shall be deemed effective upon receipt.

9.0 Indemnification: Data Vendors hereby indemnify and agree to hold harmless UMD, Data Licensees and their respective officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type arising out of an allegation that Licensed Data infringes the intellectual property or proprietary rights of any third party or a breach of the representations and warranties of Data Vendors.

(a) Upon becoming aware of an allegation of infringement or a breach of a Data Vendor's representations and warranties, Data Licensee shall promptly notify the affected Data Vendor(s) and UMD.

(b) Data Vendors' duty to indemnify is conditioned upon (i) Data Vendors having sole control of the defense and settlement of the claim (provided that Data Vendors may not settle or compromise or defend any claim unless they unconditionally release all other parties from all liability, and further provided that Data Vendors must obtain prior approval of any such settlement or compromise from counsel for UMD and the Data Licensee which shall not be unreasonably withheld or delayed); (ii) Data Licensee provides, at Data Vendors' expense, information and reasonable assistance upon Data Vendors' request; and (iii) Data Licensee has not already compromised or settled the claim.

10.0 Liability: Under no circumstance will Data Licensee be responsible for another Data Licensee's breach of its duties under this Data Use Agreement. Each Data Licensee shall be liable for its own violations of this Agreement. IN NO EVENT WILL ANY PARTY OR ITS OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE TO THE OTHER PARTIES FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUSINESS EXPENSE, MACHINE DOWN TIME, LOSS OF PROFITS, OR DAMAGE OR INJURY TO PROPERTY FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OR ITS OBLIGATIONS UNDER THIS AGREEMENT OR THE USE OF LICENSED DATA BY ANYONE EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.0 Term and Termination

(a) This Agreement will commence with respect to an individual Data Licensee as of the last date of execution by each Data Vendor, the Data Licensee, and the UMD representative affirming the good standing of the Data Licensee.

(b) This Agreement will terminate upon the occurrence of any of the following:

(i) One or more Data Vendors or UMD gives written notice to Data Licensee of its breach of one or more obligations under this Agreement and Data Licensee's failure to cure its breach within thirty (30) days of receipt of notice of breach; or

(ii) UMD notifies Data Vendors and Data Licensee that Data Licensee is not a member or affiliate member in good standing of the I-95 Corridor Coalition and Data Licensee fails to restore its good standing within thirty (30) days of receipt of notice; or

(iii) A Coalition Member or its Subcontractor gives written notice to the Data Vendors and UMD that Subcontractor no longer has a need to access/use Licensed Data in which case this Agreement will terminate only with respect to the Subcontractor; or

(iv) Data Licensee gives written notice to Data Vendors and UMD that it wishes to terminate this Agreement.

Notices shall be provided to the addresses listed in Section 8.0 above.

Except for the reasons stated above, this Agreement will remain in effect and will not terminate.

(c) Termination under section 11.0(b) (i) and (ii) will become effective upon expiration of the 30-day period if the breach has not been cured. Termination under Section 11.0(b) (iii) and (iv) will become effective immediately upon receipt of notice.

(d) In the event of termination of this Agreement:

(i) Data Vendor will cease to provide Licensed Data to Data Licensee; and

(ii) Data Licensee will no longer be able to access Licensed Data maintained in archives and

analysis tools at UMD; and

(iii) Data Licensee must destroy any and all Licensed Data in its possession and certify their destruction to UMD within thirty (30) days of the effective date of termination

12.0 Representations and Warranties

(a) Data Vendors represent and warrant that all Licensed Data shall be original and unencumbered.

(b) Data Vendors represent and warrant that they either own the Licensed Data or are authorized by the owner(s) of Licensed Data to grant licenses to Data Licensees under this Agreement or that Licensed Data are in the public domain.

13.0 General

(a) The validity, interpretation and effect of this Agreement shall be governed by the laws of the state where Data Licensee is located without regard to its conflicts of laws rules when Data Licensee is an agency or instrumentality of state government.

(b) No Party may assign its rights or obligations under this Agreement, except with the prior written approval of the other Parties. Such approval will not be unreasonably withheld.

(c) This Agreement may be modified only by written agreement of authorized representatives of all Parties.

(d) This Agreement supersedes any previously executed agreement between Data Licensee and Data Vendor/s with respect to Licensed Data.

(e) Nothing herein shall be construed to create a partnership, joint venture, or teaming agreement between or among the Parties and nothing herein shall be construed to imply that any Party's employees are employees of another Party.

(f) The Parties shall use their best efforts to resolve any disagreement that arises out of this Agreement amicably.

(g) No provision of this Agreement shall be waived unless in writing and signed by all Parties to this Agreement. The waiver of any provision of this Agreement shall not be deemed to be a continuing waiver or the waiver of any other provision of this Agreement.

(h) If any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect for any reason, then such invalidity, illegality, or unenforceability shall not affect any other provision hereof or any other application of the affected provision.

(i) This Agreement, together with Attachment A (if applicable), embodies the entire understanding between and among the Parties. There are no contracts, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein.

(G) This Agreement may be executed in counterparts, all of which when taken together will be deemed one original. The Parties agree to accept digital delivery on this executed 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 18th day of August, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

I-95 Corridor Coalition Traffic Flow Data Program R009

Agreement for Use of Data

- 1.0 This Agreement for Use of Data (“Agreement” or “Data Use Agreement”) is entered into, by and among INRIX, Inc., a corporation organized under the laws of the State of Delaware and having a primary business address set forth in Section 8 below, HERE North America, a limited liability company organized under the laws of the State of Delaware and having a primary business address set forth in Section 8 below, and TomTom North America, Inc., a corporation organized under the laws of the State of California and having a primary business address set forth in Section 8 below (collectively referred to hereinafter as the “Data Vendors”) and

City of Kingsport/Kingsport MTPO

(hereinafter “Data Licensee”), having an address as set forth on the signature page below. Data Vendors and Data Licensee together are hereinafter referred to as the “Parties”.

- 2.0 Background: I-95 Corridor Coalition (hereinafter “Coalition”), an unincorporated coalition of members and affiliate members (collectively referred to herein after as “Coalition Members” or “Coalition Member” in singular), has authorized the University of Maryland (hereinafter “UMD”), an agency and instrumentality of the State of Maryland, to act on behalf of the Coalition to enable the Coalition to continue to serve as a valuable knowledgeable collaborative resource throughout the I-95 Corridor. Acting on behalf of the Coalition, UMD has executed agreements with the Data Vendors under which they have agreed to license real-time traffic data, including travel time, speed, complimentary metrics and associated products provided pursuant to task orders (hereinafter referred to as “Licensed Data”) to Coalition Members and their subcontractors under the following agreements: UMD and INRIX have executed contract # 83794N-1-INRIX; UMD and HERE North America have executed contract # 83794N-2-HERE; and UMD and TomTom North America have executed contract # 83794N-3-TomTom (collectively hereinafter referred to as the “Contracts”).

This Agreement, to be executed by all Data Vendors and Data Licensees, sets forth the terms and conditions under which Coalition Members and their subcontractors may access and use any Licensed Data purchased through the Contracts, irrespective of geography or time; for appropriate use of and liability for misuse of Licensed Data; and warranties regarding Licensed Data.

For the avoidance of doubt, Data Licensee acknowledges that Data Vendors’ obligation to deliver the Licensed Data to Data Licensee is limited to the duration and the terms of active task orders under the applicable Contracts. The foregoing shall be without prejudice to Data Licensee’s right to use the Licensed Data that it has received as set forth in clause 4.0 below.

- 3.0 Certification: Data Licensee certifies that it is a member or affiliate member of the Coalition in good standing or an entity under contract to a Data Licensee (that may include universities) that directly supports a Coalition Member in good standing via a written agreement (hereinafter

referred to as 'Subcontractor'), and requires and is authorized to access/use the Licensed Data procured under the Contracts.

If Data Licensee is a Subcontractor, it shall complete Attachment A to this Agreement, which shall be incorporated as part of this Agreement. Coalition Members shall notify all Data Vendors and UMD upon the termination of its written agreement with any Subcontractor.

Data Vendors agree that Data Licensee is entitled to access and use Licensed Data under the terms of this Data Use Agreement. Notwithstanding whether Data Licensee elects to purchase or not purchase Licensed Data for its particular jurisdiction, Data Vendors agree that Data Licensee is entitled to access and use, at no cost, Licensed Data purchased by any Coalition Member, subject to the terms of this Data Use Agreement.

- 4.0 Grant of License: Data Vendors hereby grant Data Licensee a nonexclusive, fully paid up right and license to reproduce, use, distribute, make derivative works based on, and archive Licensed Data consistent with Data Licensee's traffic management, operations and planning responsibilities. Data Licensee is entitled to receive all Licensed Data purchased by any Coalition Member regardless of geographical or political boundaries of Data Licensee's respective jurisdiction.
- 5.0 Rights and Limitations of License: The license granted under this Agreement is subject to the following restrictions:
- (a) Data Licensee shall not have the right to sell or otherwise transfer or disclose Licensed Data either to public or private entities that are not licensed to receive such data without prior written authorization from Data Vendors unless Data Licensee is required by applicable laws or regulations or pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena to disclose Licensed Data. In that event, Data Licensee shall provide the affected Data Vendors prompt notice of the demand, unless prohibited by law, so they may take appropriate action to prevent disclosure, if they wish. Data Licensee shall provide a copy of any such notice to UMD. Nothing herein shall be deemed to authorize Data Licensee not to comply with any lawful order pending action by Data Vendors.
 - (b) Data Licensee shall limit access to Licensed Data to those of its employees and subcontractors who have a need to access and use Licensed Data in order to fulfill their contractual duties and shall require all such persons authorized to access and use Licensed Data to agree to abide by the terms of this Data Use Agreement. Any Data Licensee that desires access to Licensed Data for purposes not authorized by this Agreement must negotiate directly with Data Vendors to acquire such additional access and rights.
 - (c) Data Licensee may disseminate real-time traffic data delivered by Data Vendors to the public, subject to the following restrictions:
 - i. Licensed Data may only be disseminated to the public using dynamic message signs (also known as variable message signs), portable message signs, highway advisory

radio, 511 information systems, and Coalition Members' supported websites, web services, social media, and smart phone applications; and

- ii. Licensed Data disseminated to the public shall be restricted solely to travel times and speeds only that is disseminated via dynamic message signs (also known as variable message signs), portable message signs, highway advisory radio, telephone-based 511 information systems; and
 - iii. This Agreement does not place any restrictions on dissemination of data to the public through Coalition Members' supported websites, web services, social media, and smart phone applications, including web-based 511 information systems.
- (d) The license granted by Data Vendors to Data Licensee authorizes Data Licensee to create visualizations and summary statistics of the archived traffic data (i.e., maps, graphs, charts, tables, etc.) for presentation and distribution to the general public ("Derivative Works"). Data Licensee shall own all copyrights in all such Derivative Works to the extent those works are protected by copyright.
- (e) Nothing in this Agreement shall preclude Data Licensee from distributing, displaying or otherwise presenting any traffic data or derivative works deemed essential to the safety of the traveling public.

6.0 Right to Acquire Non-Licensed Data: Nothing in this Agreement shall prohibit Data Licensee from acquiring, displaying or otherwise presenting or sharing information that Data Licensee has obtained from sources other than Data Vendors.

7.0 Prevention of Unauthorized Use: Data Licensee will cooperate with Data Vendors to protect the commercial value of Licensed Data by taking such measures as:

- (a) retaining all proprietary or restricted use notices included on Licensed Data as received; and
- (b) not obstructing or modifying proprietary or restricted use notices included on Licensed Data as received; and
- (c) ensuring that all copies of Licensed Data include all proprietary or restricted use notices included on Licensed Data as received . To the extent Data Vendors do not include any proprietary or restricted use notices on Licensed Data as delivered to Data Licensee, Data Licensee shall insert, at a minimum, the following notice on any copies of Licensed Data that Data Licensee makes: "PROPRIETARY INFORMATION OF DATA VENDOR. USE BY ENTITIES OTHER THAN AUTHORIZED, LICENSED USERS PROHIBITED"; and
- (d) storing and disseminating Licensed Data using methods, communication mediums and technologies that provide reasonable protections against their unlawful copying and unauthorized access and use.

8.0 Notice of Unauthorized Use: In the event Data Licensee becomes aware of an inappropriate use or unauthorized disclosure of Licensed Data, Data Licensee shall provide immediate verbal

notice as soon as practicable and subsequent written notice within 24 hours of its verbal notice to UMD and to the Data Vendor(s) whose data are the subject of inappropriate use or unauthorized disclosure as follows:

University of Maryland Program Managers

Dr. Stanley Young Kathleen Frankle (or designee)
301-405-3096. 410-414-2925
seyoung@umd.edu, kfrankle@umd.edu
Department of Civil and Environmental Engineering
University of Maryland
2200 Technology Ventures Building
College Park, Maryland 20742-3021

INRIX Inc.

Mr. Rick Schuman- Program Manager
407-298-4346 Rick@inrix.com
10210 NE Points Dr., Suite 300
Kirkland, WA 98033

HERE North America LLC

Mr. Keith Hangland, Account Representative
408-789-8264 keith.hangland@here.com
425 West Randolph Street
Chicago, IL 60606

TomTom North America, Inc.

Attn: Legal Department
11 Lafayette Street
Lebanon, NH 03766-1445 USA
Telephone: (800) 331-7881
Facsimile: (603) 653-0249
Email: aeglegal@tomtom.com

Subject to the above paragraph, all notices and approvals required to be made under this Agreement shall be made in writing and delivered (i) in person; (ii) by facsimile, with confirmation of transmission, (iii) by electronic mail (email) with return confirmation of delivery, or (iv) by first class mail, postage prepaid and addressed to the contact for each party specified above or such other person and address as each party may hereafter designate in writing. Notice shall be deemed effective upon receipt.

- 9.0 Indemnification: Data Vendors hereby indemnify and agree to hold harmless UMD, Data Licensees and their respective officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type arising out of an allegation that Licensed Data infringes the intellectual property or proprietary rights of any third party or a breach of the representations and warranties of Data Vendors.
- (a) Upon becoming aware of an allegation of infringement or a breach of a Data Vendor's representations and warranties, Data Licensee shall promptly notify the affected Data Vendor(s) and UMD.
- (b) Data Vendors' duty to indemnify is conditioned upon (i) Data Vendors having sole control of the defense and settlement of the claim (provided that Data Vendors may not settle or compromise or defend any claim unless they unconditionally release all other parties from all liability, and further provided that Data Vendors must obtain prior approval of any such settlement or compromise from counsel for UMD and the Data Licensee which shall not be unreasonably withheld or delayed); (ii) Data Licensee provides, at Data Vendors' expense, information and reasonable assistance upon Data Vendors' request; and (iii) Data Licensee has not already compromised or settled the claim.
- 10.0 Liability: Under no circumstance will Data Licensee be responsible for another Data Licensee's breach of its duties under this Data Use Agreement. Each Data Licensee shall be liable for its

own violations of this Agreement.. IN NO EVENT WILL ANY PARTY OR ITS OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE TO THE OTHER PARTIES FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUSINESS EXPENSE, MACHINE DOWN TIME, LOSS OF PROFITS, OR DAMAGE OR INJURY TO PROPERTY FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OR ITS OBLIGATIONS UNDER THIS AGREEMENT OR THE USE OF LICENSED DATA BY ANYONE EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.0 Term and Termination

- (a) This Agreement will commence with respect to an individual Data Licensee as of the last date of execution by each Data Vendor, the Data Licensee, and the UMD representative affirming the good standing of the Data Licensee.
- (b) This Agreement will terminate upon the occurrence of any of the following:
 - (i) One or more Data Vendors or UMD gives written notice to Data Licensee of its breach of one or more obligations under this Agreement and Data Licensee's failure to cure its breach within thirty (30) days of receipt of notice of breach; or
 - (ii) UMD notifies Data Vendors and Data Licensee that Data Licensee is not a member or affiliate member in good standing of the I-95 Corridor Coalition and Data Licensee fails to restore its good standing within thirty (30) days of receipt of notice; or
 - (iii) A Coalition Member or its Subcontractor gives written notice to the Data Vendors and UMD that Subcontractor no longer has a need to access/use Licensed Data in which case this Agreement will terminate only with respect to the Subcontractor; or
 - (iv) Data Licensee gives written notice to Data Vendors and UMD that it wishes to terminate this Agreement.

Notices shall be provided to the addresses listed in Section 8.0 above.

Except for the reasons stated above, this Agreement will remain in effect and will not terminate.

- (c) Termination under section 11.0(b) (i) and (ii) will become effective upon expiration of the 30-day period if the breach has not been cured. Termination under Section 11.0(b) (iii) and (iv) will become effective immediately upon receipt of notice.
- (d) In the event of termination of this Agreement:
 - (i) Data Vendor will cease to provide Licensed Data to Data Licensee; and
 - (ii) Data Licensee will no longer be able to access Licensed Data maintained in archives and analysis tools at UMD; and
 - (iii) Data Licensee must destroy any and all Licensed Data in its possession and certify their destruction to UMD within thirty (30) days of the effective date of termination

12.0 Representations and Warranties

- (a) Data Vendors represent and warrant that all Licensed Data shall be original and unencumbered.
- (b) Data Vendors represent and warrant that they either own the Licensed Data or are authorized by the owner(s) of Licensed Data to grant licenses to Data Licensees under this Agreement or that Licensed Data are in the public domain.

13.0 General

- (a) The validity, interpretation and effect of this Agreement shall be governed by the laws of the state where Data Licensee is located without regard to its conflicts of laws rules when Data Licensee is an agency or instrumentality of state government.
- (b) No Party may assign its rights or obligations under this Agreement, except with the prior written approval of the other Parties. Such approval will not be unreasonably withheld.
- (c) This Agreement may be modified only by written agreement of authorized representatives of all Parties.
- (d) This Agreement supersedes any previously executed agreement between Data Licensee and Data Vendor/s with respect to Licensed Data.
- (e) Nothing herein shall be construed to create a partnership, joint venture, or teaming agreement between or among the Parties and nothing herein shall be construed to imply that any Party's employees are employees of another Party.
- (f) The Parties shall use their best efforts to resolve any disagreement that arises out of this Agreement amicably.
- (g) No provision of this Agreement shall be waived unless in writing and signed by all Parties to this Agreement. The waiver of any provision of this Agreement shall not be deemed to be a continuing waiver or the waiver of any other provision of this Agreement.
- (h) If any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect for any reason, then such invalidity, illegality, or unenforceability shall not affect any other provision hereof or any other application of the affected provision.
- (i) This Agreement, together with Attachment A (if applicable), embodies the entire understanding between and among the Parties. There are no contracts, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein.
- (j) This Agreement may be executed in counterparts, all of which when taken together

will be deemed one original. The Parties agree to accept digital delivery of this executed Agreement.

Signature page follows

By signing below, the Parties certify that they agree to the above terms and are duly authorized to bind their respective entities.

Data Licensee (agency, affiliate, subcontractor)

City of Kingsport/Kingsport MTPO

By: _____
Name: _____

Date _____

Patrick W. Shull, Mayor

Title

225 W Center Street, Kingsport, TN 37660

Address

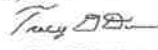
Lesley Phillips, Transportation Planner

Name and Title of Primary Contact:

423-224-2670 / 423-224-2756 / LesleyPhillips@KingsportTN.gov

Telephone/Facsimile/E-mail

INRIX, Inc. Signed by:

By: 
47C01DE5D045418

Date **18 November 2014**

Name: _____

General Counsel

Title

HERE North America, LLC

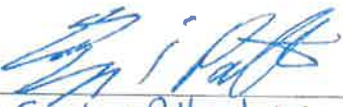
By: 
Name: _____

Date **11/20/14**

**Lori Bellows
Director**

Title

TomTom North America, Inc.

By: 
Name: Eszter Pattantyus
Title: SVP, Maps

Date 21 November 2014

UNIVERSITY OF MARYLAND CERTIFICATION

University of Maryland hereby certifies that as of the date below, Data Licensee is a Coalition Member or affiliate in good standing, or a Subcontractor of a Coalition Member or affiliate in good standing.

By: _____
Denise Markow
VPP Program Manager
I-95 Corridor Coalition

Date _____