



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, September 14, 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. KEDB/NETWORKS Update – Craig Denison, Clay Walker
5. Justice Center Master Plan – Ryan McReynolds
6. Review of Items on September 15, 2020 Business Meeting Agenda
7. Adjourn

Next Work Session October 5

BMA Report, September 14, 2020



Kingsport Employee Wellness, George DeCroes

| | 01/01/2020 – 08/31/2020 | 09/01/2020 – 09/08/2020 |
|---------------------------------|-------------------------|-------------------------|
| Total Utilization | 83.7% | 83.1% |
| City – Active Employees | 62.6% | 56.8% |
| City – Dependents | 32.6% | 36.4% |
| City – Retirees | 0.6% | 0.0% |
| Extended-Patient Services/Other | 0.1% | 2.5% |
| Work Comp | 0.5% | 0.0% |
| No Show | 3.6% | 4.3% |

Worker's Compensation, Mike Billingsley

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

City of Kingsport

September 15, 2020

Project Status in Pictures

1 Riverfront Parking Facility

Stone sub-grade is in place; binder paving to follow within the next week.

3 New City Hall

Site work for the concrete generator pad has started, with the pad already being poured.

2 Eastern Greenbelt Extension

Current work includes sub-grade undercutting/repair and under drain installation.

4 Sustainable Paving: Area 11

Milling is ongoing, with a leveling course being placed in preparation for asphalt paving.



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 | Appraisals for 11 of 12 properties affected were received 9/4/2020. |
| \$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 | Project meeting 8/27/20. Integrator back on site week of 8/31/20 |
| \$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 8/20/20 |
| \$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 | Site work for concrete generator pad has begun. |
| \$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 | CurrentStatus |
|----------------|------------------|--|---|-----------------|---|
| \$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 is still working on NEPA documents. |
| \$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 | Fairview Avenue has been paved. W&L milling additional streets in this area. City crews continue paving in this area. |
| \$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 is currently working in the Fort Robinson area. |
| \$699,000.00 | Niki Ensor | Hillcrest & Allandale Water Storage Tank Rehabilitation | Will be a partial rehabilitaion Allandale tank and a full rehabilitation of Hillcrest Tank. | 9/30/2020 | Work is 95% complete on Hillcrest. Contractor awaiting materials for TideFlex mixing syste. Issues with TideFlex getting materials. They estimate 8 weeks for delivery. Once on site 5-7 days of work to complete tank. |
| \$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. |
| \$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 | Basestone and asphalt binder expected to be completed by 9/14. |
| \$135,715.47 | Kitty Frazier | Preston Forest Park - Trails and Parking Improvements | Construction of parking and trails in Preston Forest Park. | 9/30/2020 | Concrete, paving, and the majority of the equipment infrastructure/furniture is complete. 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, September 15, 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 Randy Frye, First Broad Street United Methodist 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. Proclamation – Big Brothers Big Sisters Month (Mayor Shull)
2. Keep Kingsport Beautiful Beautification Awards (Sharon Hayes)

IV.B. APPOINTMENTS

None

V. APPROVAL OF MINUTES

1. Work Session – August 31, 2020
2. Business Meeting – September 1, 2020

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Amend Zoning Text to Make Various Changes to the PD, Planned Development Zoning District (AF: 246-2020) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Amend Kingsport City Code Sections 98-497, 98-498, and 98-499 Pertaining to Traffic Enforcement Cameras (AF: 250-2020) (Chris McCartt)
 - Ordinance – First Reading
2. Budget Adjustment Ordinance for Various Funds in FY21 (AF: 248-2020) (Chris McCartt)
 - Ordinance – First Reading
3. Enter into a Materials Agreement with The Edinburgh Group, LLC Related to the Gibson Springs Phase 3 Development and Appropriate the Funds (AF: 217-2020) (Ryan McReynolds)
 - Resolution
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Appropriate \$40,000.00 from the Tennessee Highway Safety Office's (THSO) FY 21 Grant (AF: 234-2020) (David Quillin)
 - Ordinance – Second Reading and Final Adoption
2. Appropriate \$19,968.00 from the Tennessee Highway Safety Office's (THSO) FY 21 Coordinator Grant (AF: 236-2020) (David Quillin)
 - Ordinance – Second Reading and Final Adoption
3. Budget Adjustment Ordinance for the Community Development Block Grant Fund in FY21 (AF: 240-2020) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption

AF & Ordinance
Revised 9/10/20

4. Budget Adjustment Ordinance for the General Fund and the General Projects-Special Revenue Fund in **FY20** (AF: 241-2020) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
5. Budget Adjustment Ordinance for the MPO Fund in FY20 (AF: 242-2020) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Awarding the Bid for the Purchase of Three (3) Extended Cab W/ Utility Body Trucks (AF: 245-2020) (Ryan McReynolds, Steve Hightower)
 - Resolution
2. Award the RFP for Customized Benchmark Assessment Program to Certica Solutions, Inc. (AF: 255-2020) (David Frye)
 - Resolution
3. Awarding the Bid for the Purchase of One (1) Combination Jet Rodder Truck (AF: 249-2020) (Ryan McReynolds, Steve Hightower)
 - Resolution
4. Approve Resolution to Terminate the Covenants and Restrictions for Miller Parke (AF: 252-2020) (Chris McCartt)
 - Resolution
5. Accepting a Conveyance of Real Property to the City from the Industrial Development Board of the City of Kingsport, Tennessee (AF: 251-2020) (Chris McCartt)
 - Resolution
6. Renew the Opt-In Agreement with Metro Nashville Public Schools Contract #2-225071-08 and Education Networks of America, Inc. (ENA) for Voice Services for 3 Year Term (AF: 256-2020) (David Frye)
 - Resolution

VII. CONSENT AGENDA

1. Adopting an Updated Safety and Health Program, as required by the Tennessee Occupational Safety and Health Act through the Tennessee Department of Labor and Workforce Development (AF: 253-2020) (Chris McCartt)
 - Resolution
2. Approval of Amendments to Master Documents for the Flexible Spending Account and Section 125 Cafeteria Plan (AF: 244-2020) (George DeCroes)
 - Resolution
3. Amend the Community Agreement with First Tennessee Development District (AF: 243-2020) (Chris McCartt)
 - 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

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, August 31, 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; *joined after roll call*)

Alderman Betsy Cooper

Alderman Tommy Olterman

Alderman Darrell Duncan

Alderman James Phillips

City Administration

Chris McCartt, City Manager

Ryan McReynolds, Deputy City Manager

J Michael Billingsley, City Attorney (via zoom call)

Sid Cox, City Recorder

Angie Marshall, City Clerk/Deputy City Recorder

Ken Weems, Planning Manager

Jessica Harmon, Assistant to the City Manager

Scott Boyd, Fire Chief

John Morris, Budget Officer

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. **BRICKYARD UPDATE.** Jason Hudson presented this item, highlighting the draft Request for Proposals and providing information on the newly formed Steering Committee. Some discussion followed as he answered questions from the board.
5. **HOUSING UPDATE.** Jessica Harmon and Ken Weems presented this item, pointing out proposed changes to the city code and answering questions from the board. There was considerable discussion. Alderman Adler asked for further information on costs, citizen input and the history on previous sidewalk exemptions. Alderman Cooper noted this was not unique and leveled the playing field in relation to other cities. Alderman Phillips asked the board to remember this is not just about sidewalks and there are many other improvements.
6. **REVIEW OF AGENDA ITEMS ON THE SEPTEMBER 1, 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. He also pointed out FY20 sales tax ended on a positive note and finished strong.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, August 31, 2020

VI.D.1 Award of Planetarium Improvement to Seiler-Zeiss (AF: 232-2020). The City Manager explained this was a capital item that had already been approved/

VI.D.5 Authorize Application to TDOT for Transportation Alternatives Program Grant Funds for Development of the Brickyard Park Pedestrian Bridge (AF: 237-2020). Mr. McCartt pointed out these grants have historically been an 80/20 match but this one is 75/25 in an effort to get this project awarded from the State and to show Kingsport is a willing partner.

VIII.C General Obligation Refunding Bonds, Series 2020. City Recorder Cox provided information on this item

Mayor Shull commented on the mission of the city regarding the homeless community.

7. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:05 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, September 1, 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
Sidney H. Cox, City Recorder/Chief Financial Officer
Angie Marshall, City Clerk/Deputy City Recorder

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

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG: Alderman Olterman.

II.B. INVOCATION: Mike Beverly, Indian Springs Christian Church.

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

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

Mayor Shull made this declaration and each alderman verbally affirmed.

IV.A. RECOGNITIONS AND PRESENTATIONS. None.

IV.B. APPOINTMENTS. None.

V. APPROVAL OF MINUTES.

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

- A. August 17, 2020 Regular Work Session
- B. August 18, 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. None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, September 1, 2020**

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. Appropriate \$40,000.00 from the Tennessee Highway Safety Office (THSO) FY21 Grant (AF: 234-2020) (David Quillin).

Motion/Second: Olterman/Adler, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) 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. Appropriate \$19,968.00 from the Tennessee Highway Safety Office (THSO) FY21 Coordinator Grant (AF: 236-2020) (David Quillin).

Motion/Second: George/Phillips, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) 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.”

3. Budget Adjustment for Community Development Block Grant Fund in FY21 (AF: 240-2020) (Chris McCartt).

Motion/Second: Duncan/George, to pass:

AN ORDINANCE TO AMEND THE COMMUNITY DEVELOPMENT BLOCK GRANT 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.”

4. Budget Adjustment for General Fund and General Projects Special Revenue Fund in FY21 (AF: 241-2020) (Chris McCartt).

Motion/Second: George/Adler, to pass:

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, September 1, 2020**

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

5. Budget Adjustment for MPO Fund FY20 (AF: 242-2020)
(Chris McCartt).

Motion/Second: Olterman/Duncan, to pass:

AN ORDINANCE TO AMEND THE MPO PROJECT FUND BUDGET FOR THE YEAR
ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Amend Zoning for Bell Ridge Road Annexation (AF: 203-2020)
(Elizabeth Poczobut).

Motion/Second: Phillips/Olterman, to pass:

ORDINANCE NO. 6886, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, 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; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; 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. Amend Zoning for Cooks Valley Road Annexation
(AF: 204-2020) (Elizabeth Poczobut).

Motion/Second: George/Duncan, to pass:

ORDINANCE NO. 6887, 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

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

D. OTHER BUSINESS.

1. Award of Planetarium Improvement to Seiler-Zeiss
(AF: 232-2020) (Rob Cole).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, September 1, 2020**

Motion/Second: Adler/George, to pass:

Resolution No. 2021-044, A RESOLUTION AWARDDING THE BID FOR THE PLANETARIUM IMPROVEMENT PROJECT TO SEILER-ZEISS AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT
Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

2. Authorize FY20-21 Community Development Partner Agreements (AF: 226-2020) (Ken Weems).

Motion/Second: Duncan/George, to pass:

Resolution No. 2021-045, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING IN FISCAL YEAR 2020-2021
Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

3. Authorize 2019 CDBG CARES Act Community Development Partner Agreements (AF: 227-2020) (Ken Weems).

Motion/Second: George/Cooper, to pass:

Resolution No. 2021-046, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FROM THE CARES ACT IN FISCAL YEAR 2020-2021
Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

4. Bid Award to Still Transfer Company, Inc. for City Hall Relocation Moving Services (AF: 231-2020) (Ryan McReynolds).

Motion/Second: Olterman/Duncan, to pass:

Resolution No. 2021-047, A RESOLUTION AWARDDING THE BID FOR THE CITY HALL RELOCATION MOVING SERVICES TO STILL TRANSFER COMPANY, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT
Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

5. Authorize Application to TDOT for Transportation Alternatives Program Grant Funds for Development of the Brickyard Park Pedestrian Bridge (AF: 237-2020) (Ryan McReynolds).

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of the City of Kingsport, Tennessee, Tuesday, September 1, 2020**

Motion/Second: Phillips/George, to pass:

Resolution No. 2021-048, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR A TRANSPORTATION ALTERNATIVES PROGRAM GRANT THROUGH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE DEVELOPMENT OF THE BRICKYARD PARK PEDESTRIAN BRIDGE

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

6. Amendment to Contract between City of Kingsport and Advanced Disposal Services (AF: 239-2020) (Ryan McReynolds).

Motion/Second: Duncan/George, to pass:

Resolution No. 2021-049, A RESOLUTION APPROVING A FOURTH AMENDMENT TO THE AGREEMENT WITH ADVANCED DISPOSAL SERVICES; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

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

Motion/Second: George/Phillips, to adopt:

1. Right-of-Way Easement with Kingsport Power Company (AF: 228-2020) (Ryan McReynolds).

Pass:

Resolution No. 2021-050, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER COMPANY

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

2. Signature Authority Form Tennessee Highway Safety Office (THSO) for the Tennessee Highway Safety Office FY21 Grant (AF: 233-2020) (David Quillin).

Pass:

Resolution No. 2021-051, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

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

**3. Signature Authority Tennessee Highway Safety Office (THSO)
for the Tennessee Highway Safety Office FY21 Coordinator Grant (AF: 235-2020)
(David Quillin).**

Pass:

Resolution No. 2021-052, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

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

**4. Proposed Stormwater Annual Compliance Report
(AF: 229-2020) (Ryan McReynolds).**

Pass:

Resolution No. 2021-053, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A STORMWATER ANNUAL COMPLIANCE REPORT REQUIRED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

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

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt pointed out 25 years of ETSU pride in Kingsport.

B. MAYOR AND BOARD MEMBERS. Alderman Adler noted it was good neighbor month and the importance of this connection. She also stated Keep Kingsport Beautiful would be having their annual clean sweep on September 26 and provided details on how citizens could participate. Alderman Duncan mentioned the United Way campaign has begun and encouraged donations, noting they supported 31 agencies and 43 programs. He also stated that Move 2 Kingsport has seen 350 families relocate here from more than a 35 mile radius since March. Alderman Olterman encouraged citizens to support fall sports and congratulated Dobyys Bennett and Sullivan South for getting off to a great start. He also said hello to his grandsons watching at home. Alderman Cooper stated the Isaiah 1:17 House was now open in Sullivan County. She also talked about the many opportunities at the library, pointing out this was sign up month for a library card. Alderman Phillips commented on Ernie Rumsby and asked everyone to remember him in their thoughts and prayers. Mr. Phillips also provided statistics on the accomplishments of the city's

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homeless liaison and social worker since January and commended their efforts. Vice-Mayor George mentioned school had resumed and to watch for kids in school zones. She also encouraged citizens to give blood, noting Marsh was in need of donations. Mayor Shull revealed a new Kingsport coin he had commissioned and presented one to Vice-Mayor George for her service and contributions to Kingsport.

C. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020 (SID COX).

D. VISITORS. Ron and Rhonda Dingus, Jackie Wilson, and Bradley Williams spoke on the homeless issue and Hunger First. Rachel Locke also made comments, noting there are issues in other areas of the city as well.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:17 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Amend Zoning Text to Make Various Changes to the PD, Planned Development Zoning District

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

Action Form No.: AF-246-2020
 Work Session: September 14, 2020
 Final Adoption: September 15, 2020

First Reading: October 6, 2020
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning text to make various changes to the PD, Planned Development zoning district.

Executive Summary:

Several changes to the PD, Planned Development zone are proposed as a result of staff's recent housing initiatives meetings. The desired outcome of the proposed changes is to introduce added flexibility, density, and efficiency to the PD zoning district requirements. The proposed changes consist of front yard setback elimination, a 5% decrease for minimum required open space, and adjustments designed to eliminate redundant submittal requirements. These change proposals were last presented to the Board of Mayor and Aldermen during their August 31, 2020 work session as part of an overall housing initiatives briefing. During their August 2020 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a positive recommendation to the Board to approve the changes. The notice of public hearing was published on August 28, 2020.

Attachments:

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

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

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, September 15, 2020 to consider amending the Code of Ordinances to amend the Planned Development (PD) zone to permit changes supportive of increased housing density and design flexibility. 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.

All interested persons are invited to attend this meeting and public hearing. 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) 229-9485 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: 8/28/2020

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 114, ARTICLE III, DIVISION 6 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO VARIOUS CHANGES IN THE PD, PLANNED DEVELOPMENT ZONE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. That Sec 114-304(1) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(1) For the entire development, a minimum yard of at least 25 feet in depth shall be measured from the boundary of the entire development.

SECTION II. That Sec 114-302(4) Code of Ordinances, City of Kingsport, Tennessee is amended by being deleted.

SECTION III. That Sec 114-302(6) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(6) A plan showing acreage of open spaces, locations and sizes of utilities and easements, density, and housing characteristics

SECTION IV. That Sec 114-304(3,4) Code of Ordinances, City of Kingsport, Tennessee is amended by being deleted.

SECTION V. That Sec 114-304(12) Code of Ordinances, City of Kingsport, Tennessee is amended by being deleted.

SECTION VI. That Sec 114-304(5,6) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(5) Not less than 15 percent of the site shall be conveyed as open space.

(6) Density. The number of dwelling units on a site shall be calculated in the following manner:

4 units/acre with 15% open space

5 units/acre with 20% open space

6 units/acre with 25% open space

7 units/acre with 30% open space

8 units/acre with 35% open space

9 units/acre with 40% open space

10 units/acre with 45% open space

SECTION VII. 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 _____

Planned Development Zone Zoning Text Amendment

| | | | |
|---|--------------------|---|---------|
| Property Information | City-wide PD zones | | |
| Address | | | |
| Tax Map, Group, Parcel | | | |
| Civil District | | | |
| Overlay District | | | |
| Land Use Designation | | | |
| Acres | | | |
| Existing Use | | Existing Zoning | |
| Proposed Use | | Proposed Zoning | |
| Owner /Applicant Information | | | |
| Name: Kingsport Regional Planning Commission Address: City: State: Zip Code: Email: Phone Number: | | Intent: To amend Chapter 114, Article III, Division 6 of Kingsport's Zoning Code to make various adjustments to the Planned Development (PD) zone. | |
| Planning Department Recommendation | | | |
| (Approve, Deny, or Defer) The Kingsport Planning Division recommends APPROVAL | | | |
| Planner: | Ken Weems | Date: | 8/3/20 |
| Planning Commission Action | | Meeting Date: | 8/20/20 |
| Approval: | | | |
| Denial: | | Reason for Denial: | |
| Deferred: | | Reason for Deferral: | |

INTENT

To amend Chapter 114, Article III, Division 6 of Kingsport's Zoning Code to make various adjustments to the Planned Development (PD) zone.

Introduction:

Over the last several months, key staff and one alderman have met with local builders, designers, bankers, and developers to best understand how to facilitate single family home construction in the city. Zoning regulations were a focal point during all of the meetings. After compiling comments derived from the meetings, staff is proposing several changes to the popular Planned Development (PD) zone.

Presentation:

1.) The 25 foot minimum yard requirement from public streets is proposed to be eliminated while the 25 foot minimum yard from the boundary of the each PD development is to be kept. Developers cited the increased flexibility this would allow them to during the development process. It is important to note that two subdivisions have been built to date that adhere to the relatively new 25' minimum yard from all public streets. There is another subdivision that has been designed to the 25' minimum yard from all public streets, but is yet to be constructed. All of the meeting participants were supportive of this measure:

Current: (1) For the entire development, a minimum yard of at least 25 feet in depth shall be provided as measured from all public streets and from the side and rear lot lines of the entire development. [HJ1]

Proposed: (1) For the entire development, a minimum yard of at least 25 feet in depth shall be measured from the boundary of the entire development.

2.) To alleviate redundancy, staff proposes to eliminate the zoning requirement that certain construction documents be submitted with preliminary PD plans. These plans are already required for our Engineering review and are most efficiently submitted along with a full set of construction plans as already required:

Current with proposed eliminated wording striked: (4) Landscape drainage calculations and erosion control plans, storm water plans and drainage calculations, grading with topography shown at five foot intervals for existing and proposed contours. These calculations and plans must be stamped by a licensed engineer stating that all calculations and plan meets the city's requirements for public infrastructure.

(6) A plan showing acreage of open spaces, locations and sizes of utilities and easements, density, and housing characteristics. A utility plan must be stamped by a licensed engineer stating that the infrastructure meets or exceeds the standards required by the city for public infrastructure. [HJ2]

Proposed: (4) A plan showing acreage of open spaces, locations and sizes of utilities and easements, density, and housing characteristics.

3.) Staff has determined that some of the language in the PD zoning text is confusing and can sometimes mislead design professionals as they create lot layouts. This determination comes after working with developers after the most recent PD zone text change which occurred in 2014. Specifically, the minimum lot width/depth language and minimum 12 foot lot access criteria are proposed to be eliminated:

Current: (3) *No minimum width or depth of a lot shall apply.*

(4) *Each lot shall have a minimum access of 12 feet from either a private or public street.*

Proposed: *Elimination of both requirements (3 and 4) listed above.*

4. The existing PD zone requirements contain language referencing private streets that staff has deemed unnecessary. Any new street in the city, whether public or private, must adhere to the same standard.

Current: a. *No present or future impediment exists to through traffic movement in the general area.*

b. *The adjoining properties in the general area have or are capable of providing an efficient and safe street system that will in no way depend upon the private street network.*

c. *For private streets, whether they are to be submitted for public dedication at a later date or remain private, additional space will be devoted for the development of street rights-of-way. Construction plans of private streets must contain a licensed engineer's stamp stating that the design and construction of the private streets meets or exceeds the city's standards for street construction. [HJ3]*

Proposed: *Elimination of all requirements (a., b., and c.) listed above.*

5. The minimum open space in a PD zone is proposed to be reduced to 15% from 20%. The reduction to 15% is consistent with Johnson City's comparable planned development zoning. A sequential reduction in the open space density assignment is proposed as well:

Current: (5) *Not less than 20 percent of the site shall be conveyed as open space.*

(6) *Density. The number of dwelling units on a site shall be calculated in the following manner:*

4 units/acre with 20 percent open space

5 units/acre with 25 percent open space

6 units/acre with 30 percent open space

7 units/acre with 35 percent open space
8 units/acre with 40 percent open space
9 units/acre with 45 percent open space
10 units/acre with 50 percent open space

Proposed: (5) Not less than 15 percent of the site shall be conveyed as open space.

(6) Density. The number of dwelling units on a site shall be calculated in the following manner:

4 units/acre with 15 percent open space
5 units/acre with 20 percent open space
6 units/acre with 25 percent open space
7 units/acre with 30 percent open space
8 units/acre with 35 percent open space
9 units/acre with 40 percent open space
10 units/acre with 45 percent open space

The existing PD text with the portions proposed to be changed highlighted in yellow follows:

DIVISION 6. - PLANNED DEVELOPMENT DISTRICT (PD)

Sec. 114-298. - Intent.

The intent of this division is to allow flexibility and provide performance criteria for planned developments. This division permits design innovation, encourages a maximum choice of types of environment and living areas available to the public, provides open space and recreational areas, and optional methods of land development which encourage imaginative solutions to environmental design problems. The goal is a development in which buildings, land use, transportation facilities, utility systems and open spaces are integrated through an overall design. The total parcel, rather than a single lot, is the unit into which the public control is directed. Public regulation through a system of overall site plan review permits flexibility in building siting, a mixture of housing types and uses and the grouping of units to create more usable open spaces for the preservation of significant natural features. The planned development allows for placement of buildings on land without adherence to the conventional lot-by-lot approach common to traditional subdivisions. Such concerns as density are determined on a project basis utilizing the physical characteristics of the location allowing for the clustering of buildings which not only may create more useful open spaces but also reduce public facility cost.

(Code 1981, app. A, art. VIII, § 1; Code 1998, § 114-351; Ord. No. 6387 § III, 4-1-2014)

Sec. 114-299. - Establishment of districts.

Planned development districts may be established, as provided in section 114-358, prior to submission of development plans by a property owner.

(Code 1981, app. A, art. VIII, § 2; Code 1998, § 114-352; Ord. No. 6387 § III, 4-1-2014)

Sec. 114-300. - Qualifying requirements for development.

The following qualifying requirements for a planned development shall be met:

- (1) The planned development shall be consistent with the adopted land use plan.
- (2) The planned development shall include at a minimum two acres of contiguous land.
- (3) The planned development's demand on public facilities and services shall not exceed the capabilities of such facilities and services available.

(Code 1981, app. A, art. VIII, § 3; Code 1998, § 114-353; Ord. No. 6387 § III, 4-1-2014)

Sec. 114-301. - Application for development.

A zoning application for a planned development shall include the following items:

- (1) A statement that the applicant holds title to the entire parcel of land proposed for development or has a legally recognized option to the entire parcel of land proposed for development.
- (2) A pre-application conference held by the planning department to provide for a mutual understanding of the planned development regulations and to discuss the proposed plans of the applicant.
- (3) A written statement outlining the main features of the proposed enterprise, including goals and objectives.
- (4) A survey of the total site requested for approval.

(Code 1981, app. A, art. VIII, § 4; Code 1998, § 114-354; Ord. No. 6387 § III, 4-1-2014)

Sec. 114-302. - Preliminary development plan.

A preliminary development plan for a planned development shall contain the following:

- (1) Location, size and shape of the subject property with distances and bearings of the boundary of the site.
- (2) Pedestrian and vehicular circulation patterns including common parking areas, access to major streets and street layouts, proposed right-of-way, types of streets, and street cross sections.
- (3) Location of structures/units and open spaces for the district and calculations for the permitted number of dwelling units and calculation for the total amount of open space derived from section 114-304.
- (4) ~~Landscape drainage calculations and erosion control plans, storm water plans and drainage calculations, grading with topography shown at five foot intervals for existing and proposed contours. These calculations and plans must be stamped by a licensed engineer stating that all calculations and plan meets the city's requirements for public infrastructure.~~
- (5) A development schedule indicating the sequential order for stages of development within the district.

- (6) A plan showing acreage of open spaces, locations and sizes of utilities and easements, density, and housing characteristics. ~~A utility plan must be stamped by a licensed engineer stating that the infrastructure meets or exceeds the standards required by the city for public infrastructure.~~
- (7) A drawing of the entire planned development area, including materials and techniques utilized such as plantings, screens, fences and walls.
- (8) Legend stating the owner's name, address, and contact information, total acreage of the site and total acreage of the proposed open spaces, density and housing characteristics with a note indicating how and who is expected to maintain the open space.

(Code 1981, app. A, art. VIII, § 5; Code 1998, § 114-355; Ord. No. 6387 § III, 4-1-2014)

Sec. 114-303. - Final development plan.

A final development plan for a planned development shall:

- (1) Be drawn to a scale of not less than one inch equals 50 feet using black ink containing information as described for the preliminary development plan and including all revisions required by the planning commission. Property lines shall carry accurate bearings, distances and other pertinent physical features. Easements shall carry accurate dimensions.
- (2) Be prepared and signed (with seal) by a qualified licensed design professional such as an architect, engineer or land surveyor.
- (3) Meet all the applicable federal, state and city regulations.
- (4) Contain quantitative data for the total amount of open space and a statement indicating perpetual maintenance responsibility.
- (5) Contain the treatment of the periphery of the planned development, including materials and techniques utilized such as screens, fences and walls.

(Code 1981, app. A, art. VIII, § 6; Code 1998, § 114-356; Ord. No. 6387 § III, 4-1-2014)

Sec. 114-304. - Development standards.

These standards apply to all planned developments using the cluster development technique. No planned development shall be approved that does not follow these minimum standards.

- (1) For the entire development, a minimum yard of at least 25 feet in depth shall be measured from the boundary of the entire development. ~~provided as measured from all public streets and from the side and rear lot lines of the entire development.~~
- (2) More than one principal building or structure may be placed on one lot.
- (3) ~~No minimum width or depth of a lot shall apply.~~
- (4) ~~Each lot shall have a minimum access of 12 feet from either a private or public street.~~
- (5) Not less than 15 ~~20~~ percent of the site shall be conveyed as open space.
- (6) Density. The number of dwelling units on a site shall be calculated in the following manner:
 - 4 units/acre with 15 ~~20~~ percent open space
 - 5 units/acre with 20 ~~25~~ percent open space
 - 6 units/acre with 25 ~~30~~ percent open space

7 units/acre with 30 35 percent open space

8 units/acre with 35 40 percent open space

9 units/acre with 40 45 percent open space

10 units/acre with 45 50 percent open space

- (7) Frontage. Every dwelling unit shall adjoin a public or private street or common open space providing access to a public street.
- (8) Parking. Adequate parking spaces shall be provided at a minimum ratio of 2.0 spaces per unit. All required parking shall be off the street and maybe provided via garages or appropriately sized driveways. Parking located within the periphery yard of the development district shall be provided with screening from neighboring districts.
- (9) Open spaces. Open spaces must be designated no less than 25 feet from any and all principal and accessory structures. This does not include amenity structures specific to the development as designated on the plan.
- (10) Commercial uses within residential planned development. In a planned residential district of 20 acres or more, commercial uses may be permitted. Such commercial uses shall be governed by the following:
 - a. Commercial facilities may be permitted in developments of 200 dwelling units or more.
 - b. A ratio of one acre of commercial use, including parking, drive and landscaping, is allowed for each 200 residential units.
 - c. All access to commercial facilities shall be from internal streets or drives.
 - d. Construction of such facilities may begin after 25 percent of the residential units have been constructed.
 - e. Commercial areas shall have architectural designs compatible with surrounding residential development as determined by the planning commission.
- (11) Screening. Screening (fencing, walls, or vegetation) shall be provided as required by the planning commission.
- (12) ~~Street development. The planning commission may approve private streets as follows:~~
 - ~~a. No present or future impediment exists to through traffic movement in the general area.~~
 - ~~b. The adjoining properties in the general area have or are capable of providing an efficient and safe street system that will in no way depend upon the private street network.~~
 - ~~c. For private streets, whether they are to be submitted for public dedication at a later date or remain private, additional space will be devoted for the development of street rights-of-way. Construction plans of private streets must contain a licensed engineer's stamp stating that the design and construction of the private streets meets or exceeds the city's standards for street construction.~~
- (13) Responsibilities for private streets, utility access, open space. The following certificate shall be signed, dated and placed on the final development plan:
 - a. Private street responsibilities of owners. The owners of this property agree to assume full liability and responsibility for maintenance, reconstruction, drainage, and other needs relative to the private streets so designated on this plan, and hereby relieve the local government from any such responsibility. Should the private streets be dedicated for public use at a later date, the owners will bear full expense of reconstruction or other action necessary to make the streets and drainage facilities fully conform to the current public street standards. The owners also agree that the streets shall be dedicated to public use without compensation. (Signed and dated by owners.)

- b. Government and utility access. The owners of this property hereby agree to grant full rights of access to this property over the designated street utilities, and other easements for governmental and utility agencies to perform their normal responsibilities. (Signed and dated by owners.)
 - c. Maintenance of common open space. The owners of this property agree to assume full liability and responsibility for maintenance, reconstruction, drainage, and other needs relative to the common open space so designated on this plan, and hereby relieve the local government from any such responsibility. Should the common open space be dedicated for public use at a later date, the owners will bear full expense of reconstruction or other action necessary to make the common open space and drainage facilities fully conform to the current standards adopted by the city's. The owners also agree that the common open space shall be dedicated to public use without compensation. (Signed and dated by owners.)
- (14) Amenities. Any amenities shown on the master plan for a planned development shall be built within the first phase of the development. The planning commission will not accept any bonding instruments as a guarantee for said amenities. However the planning commission may grant a variance to the time line of this requirement if constructing said amenity in the first phase creates a substantial hardship, other than financial, to the developer due to the location of an amenity in a master plan.

(Code 1981, app. A, art. VIII, § 7; Code 1998, § 114-357; Ord. No. 6387 § III, 4-1-2014)

Sec. 114-305. - Vested rights.

Vesting rights shall be in accordance with T.C.A. § 13-3-413 or § 13-4-310, whichever is applicable, and as amended from time to time.

(Code 1981, app. A, art. VIII, § 8; Code 1998, § 114-358; Ord. No. 6387 § III, 4-1-2014; Ord. No. 6456 § III, 12-16-2014)

Editor's note— Ord. No. 6456, § II, adopted Dec. 16, 2014, changed the title of § 114-305 from "Procedure for development plans" to read as herein set out.

Sec. 114-306. - Development control following the approval of final development plan.

- (a) No permit shall be issued until the director of planning or designee has reviewed/approved the permit application and received a stamped house location plan from a qualified design professional stating that the location plan coincides with the approved development plan.
- (b) No certificate of occupancy (CO) will be issued and no sale of property will take place prior to final development plan approval.
- (c) The building official shall periodically inspect the site and review all building permits issued to ensure that the development schedule and approved plan are followed.
- (d) The provision and construction of the open space shown on the final development plan must proceed at the same rate as the construction of the dwelling units. If the building official finds that the development schedule has not been followed, no additional permits shall be issued until the owner or developer complies with the development schedule or plan or unless a performance bond or other similar instrument has been accepted by the planning commission to guarantee that such open space will be provided at a specific date.

- (e) The planning commission may require a bond, corporate surety, irrevocable letter of credit or other acceptable financial guarantee in a form and amount sufficient to complete the development of open space.

(Code 1981, app. A, art. VIII, § 9; Code 1998, § 114-359; Ord. No. 6387 § III, 4-1-2014)

Sec. 114-307. - Amendments to development plans.

- (a) Under this division, amendments may be made to a development plan only by official action of the planning commission, except those amendments which fully meet the requirements set forth in this section may be approved when signed by the director of planning without further action by the commission. If any question arises as to compliance with this section, the director shall refer the plan to the commission for action.
- (b) Action by the director of planning is intended to expedite approval in those situations where amendments are of minor significance and generally related to the shifting of previously approved spaces. Such amendments shall not:
 - (1) Decrease the overall land area in yards, parking or other open spaces;
 - (2) Increase building ground area coverage, floor area or height;
 - (3) Increase the number or change the location of street access points; and
 - (4) Increase the density of the district.
- (c) Such amended plans shall also have written on them the exact change made and the director's signature, signifying his approval under this section for the amendments as noted. Any plans approved by the director shall be fully described to the commission at its next meeting and properly entered into the minutes of the meeting.

(Code 1981, app. A, art. VIII, § 10; Code 1998, § 114-360; Ord. No. 6387 § III, 4-1-2014)

Secs. 114-308—114-315. - Reserved.



AGENDA ACTION FORM

Amend Kingsport City Code Sections 98-497, 98-498, and 98-499 Pertaining to Traffic Enforcement Cameras

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

Action Form No.: AF-250-2020
 Work Session: September 14, 2020
 First Reading: September 15, 2020

Final Adoption: October 6, 2020
 Staff Work By: Bart Rowlett
 Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

Kingsport City Code Chapter 98, Article VIII, Division 2 governs the issuance of citations that allege a red light violation captured by a traffic enforcement camera. A recent comparison of Division 2 of Article VIII, Chapter 98 of the Code of Ordinances found that certain provisions in Division 2 may appear to conflict. The amendment eliminates the potential inconsistencies in Division 2 and further clarifies consistency with Tennessee Code Annotated section 55-8-198.

Attachments:

1. Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 98-497, 98-498, AND 98-499 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO TRAFFIC ENFORCEMENT CAMERAS; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 98-497 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Citations, which include documents entitled "notice of violation," may include:

- (1) The name and address of the registered owner of the vehicle;
- (2) The registration plate number of the motor vehicle involved in the violation;
- (3) The violation charged;
- (4) The location of the violation;
- (5) The date and time of the violation;
- (6) A copy of the recorded image;
- (7) The amount of the fine imposed and the date by which the fine should be paid;
- (8) A personal or electronically signed statement by a P.O.S.T. certified or state commissioned law enforcement officer who is a member of the city police department that, based on inspection of recorded images, the motor vehicle was being operated in violation of this division;
- (9) Information advising the person alleged to be liable under this division of the manner and time in which liability alleged in the citation occurred and that the citation may be contested in the city court and that failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon; and
- (10) Other information required by T.C.A. § 55-8-198.

In operation means operating in good working condition.

Owner or vehicle owner means the person identified as the registered owner of the vehicle.

Recorded images means images recorded by a traffic enforcement camera system on a photograph, microphotograph, electronic image, videotape or any other medium or means including digital or digitally stored and a least one image, identifying the registration plate number of the motor vehicle.

System location means the approach to an intersection toward which a photographic, video or electronic camera is directed and is in operation.

Traffic enforcement camera system includes an unmanned traffic enforcement camera and is an electronic system consisting of a photographic, video or electronic camera and a vehicle sensor installed to work in conjunction with an official traffic control sign, signal or device to automatically produce photographs, video or digital images of each vehicle violating a standard traffic control sign, signal or device.

SECTION II. That Section 98-498 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Any violation of this division shall subject the responsible person or entity to a fine of \$50.00, and as may be permitted by T.C.A. § 55-8-198, court costs, for each violation. Except as required by state law the fine, and court costs shall not be suspended, reduced, or altered for a violation of this division. Such fine and court costs shall be imposed even if the responsible person is granted defensive driving school, driver education or improvement course or any diversion by the court. Such fine and court costs shall be in addition to any cost required for the school. The imposition of a fine under the provisions of this division shall not prevent the revocation of any permit or license or the taking of other punitive or immediate remedial action as called for or permitted under the provisions of this Code or other applicable law.

If the person or entity receiving the summons or citation is in violation of this division solely upon evidence obtained from an unmanned traffic enforcement camera that has been installed to enforce or monitor traffic violations, the violation shall be considered a nonmoving traffic violation.

SECTION III. That Section 98-499 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

(a) The city police department or an agent of the police department shall administer the traffic enforcement camera systems and shall maintain a list of system locations where traffic control photographic systems are installed.

(b) Only P.O.S.T. certified or state commissioned law enforcement officers employed by the city police department shall determine whether a violation of this division has occurred based upon a review of evidence collected by a traffic enforcement camera system.

(c) A citation or warning alleging that the violation of this division occurred, signed personally or electronically by a P.O.S.T. certified or state commissioned, based on inspection of recorded images produced by a traffic control photographic system, shall be admissible in any proceeding alleging a violation under this section. The citation or warning shall be forwarded by first-class mail to the owner's address as given on the motor vehicle registration. Personal service of process on the owner shall not be required.

(d) If a determination is made that a violation has occurred, a notice of violation or a citation shall be sent by first class mail to the registered owner of the vehicle that was captured by the traffic light signal monitoring system. A notice of violation or a citation shall be sent within twenty (20) business days after the occurrence of the violation, absent exigent circumstances arising from registration irregularities. All notices of violation or citations shall have a Tennessee return address and all responses and payments shall be made to an address in this state. A notice of violation or citation shall allow for payment of the traffic violation or citation within thirty (30) days of the mailing of the notice. No additional fine or other costs shall be assessed for nonpayment of a traffic violation or citation that is based solely on evidence obtained from unmanned traffic enforcement cameras installed to enforce or monitor traffic violations, unless a second notice is sent by first class mail to the registered owner of the motor vehicle and the second notice provides for an additional thirty (30) days for payment of the violation or citation.

(e) The notice of violation or citation shall state the amount of the fine that is being assessed for the alleged violation. The notice of violation or citation shall state separately any additional fees or court costs that may be assessed if the fine is not paid timely or if the violation or citation is contested and the person is convicted or found guilty of the offense.

(f) The person cited may elect not to contest the charge and may, in lieu of appearance in court, submit a fine of fifty dollars (\$50.00) to the address provided on notice of violation or citation. If the person cited does not pay the traffic citation within thirty (30) days of the mailing of the notice of violation or citation, then additional fees or court costs may be assessed. If the person cited does not pay the traffic citation as provided in this section and the person cited appears in court at the time specified, or such later date as may be fixed by the court, and the person is convicted or found guilty of, or enters a plea of nolo contendere to the offense, then additional fees or court costs may be assessed.

(g) Signs to indicate the use of traffic enforcement camera systems shall be posted as set out in T.C.A. § 55-8-198.

SECTION IV. That all ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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



AGENDA ACTION FORM

Budget Adjustment Ordinance for Various Funds in FY21

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

Action Form No.: AF-248-2020
 Work Session: September 14, 2020
 First Reading: September 15, 2020

Final Adoption: October 6, 2020
 Staff Work By: Morris
 Presentation By: McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance amends the General Project Fund by accepting a payment in lieu of sidewalk in the amount of \$3,407 and transfers \$25,000 from General Projects project (GP1750) to the AEP Sidewalk Improvements project (GP2015) to increase the budget by \$28,407 to cover sidewalk improvements through the remainder of FY 2021.

This ordinance also transfers \$95 from the General Projects project (NC2100) to close the Creative Placemaking project (NC2010). This project was used by the Cultural Arts Department to pay for the alleyway murals.

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: *SM*

| | Y | N | O |
|----------|---|---|---|
| Adler | — | — | — |
| Cooper | — | — | — |
| Duncan | — | — | — |
| George | — | — | — |
| Otterman | — | — | — |
| Phillips | — | — | — |
| Shull | — | — | — |

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS PROJECT 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 General Project Fund budget be amended by accepting a payment in lieu of sidewalk in the amount of \$3,407 to the AEP Sidewalk Improvements project (GP2015) and by transferring \$25,000 from the General Projects project (GP1750) to the AEP Sidewalk Improvements project (GP2015).

SECTION II. That the General Project-Special Revenue Fund budget be amended by transferring \$95 from the General Projects project (NC2100) to the Creative Placemaking project (NC2010). Close NC2010.

| <u>Account Number/Description:</u> | <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|--|----------------|--------------------------|-------------------|
| General Project Fund: 311 | | | |
| General Projects (GP1750) | | | |
| Revenues: | \$ | \$ | \$ |
| 311-0000-368.10-55 Series 2017 A GO Bonds | 25,000 | 0 | 25,000 |
| 311-0000-368.10-66 Series 2019 GO Improvment | 386,437 | 0 | 386,437 |
| 311-0000-368.21-01 Premium From Bond Sale | 4,158 | 0 | 4,158 |
| 311-0000-391.01-00 From General Fund | 67,354 | (25,000) | 42,354 |
| Totals: | 482,949 | (25,000) | 457,949 |

| | | | |
|--|----------------|-----------------|----------------|
| Expenditures: | \$ | \$ | \$ |
| 311-0000-601.20-20 Professional/Consultant | 26,400 | 0 | 26,400 |
| 311-0000-601.20-22 Construction Contracts | 19,437 | 0 | 19,437 |
| 311-0000-601.20-23 Arch/Eng/Landscaping Serv | 28,700 | 0 | 28,700 |
| 311-0000-601.30-20 Operating Supplies & Tool | 5,039 | 0 | 5,039 |
| 311-0000-601.90-03 Improvements | 403,373 | (25,000) | 378,373 |
| Totals: | 482,949 | (25,000) | 457,949 |

| | | | |
|--|----------------|---------------|----------------|
| AEP Sidewalk Improvements (GP2015) | | | |
| Revenues: | \$ | \$ | \$ |
| 311-0000-364.20-00 From Corporations | 35,098 | 3,407 | 38,505 |
| 311-0000-368.10-66 Series 2019 GO Improvment | 30,382 | 0 | 30,382 |
| 311-0000-368.21-01 Premium From Bond Sale | 2,382 | 0 | 2,382 |
| 311-0000-391.01-00 From General Fund | 407,236 | 25,000 | 432,236 |
| Totals: | 475,098 | 28,407 | 503,505 |

| | | | |
|---|----------------|---------------|----------------|
| Expenditures: | \$ | \$ | \$ |
| 311-0000-601.90-03 Improvements | 124,118 | 28,407 | 152,525 |
| 311-0000-601.90-06 Purchases \$5,000 & Over | 350,980 | 0 | 350,980 |
| Totals: | 475,098 | 28,407 | 503,505 |

Account Number/Description:**General Projects-Special Revenue Fund: 111****Creative Placemaking (NC2010)****Revenues:**

| | <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|---|---------------|--------------------------|-------------------|
| | \$ | \$ | \$ |
| 111-0000-332.32-00 TN Arts Commission | 5,035 | 0 | 5,035 |
| 111-0000-364.30-00 From Non-Profit Groups | 1,259 | 0 | 1,259 |
| 111-0000-391.01-00 From General Fund | 0 | 95 | 95 |
| Totals: | 6,294 | 95 | 6,389 |

Expenditures:

| | | | |
|--|--------------|-----------|--------------|
| | \$ | \$ | \$ |
| 111-0000-601.20-20 Professional/Consultant | 3,319 | (341) | 2,978 |
| 111-0000-601.30-10 Office Supplies | 2,975 | 436 | 3,411 |
| Totals: | 6,294 | 95 | 6,389 |

General Projects (NC2100)**Revenues:**

| | | | |
|--------------------------------------|----------------|-------------|----------------|
| | \$ | \$ | \$ |
| 111-0000-391.01-00 From General Fund | 174,270 | (95) | 174,175 |
| Totals: | 174,270 | (95) | 174,175 |

Expenditures:

| | | | |
|---------------------------------|----------------|-------------|----------------|
| | \$ | \$ | \$ |
| 111-0000-601.90-03 Improvements | 174,270 | (95) | 174,175 |
| Totals: | 174,270 | (95) | 174,175 |

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

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Enter into a Materials Agreement with The Edinburgh Group, LLC Related to the Gibson Springs Phase 3 Development and Appropriate the Funds

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

Action Form No.: AF-217-2020
Work Session: September 14, 2020
First Reading: September 15, 2020

Final Adoption: October 6, 2020
Staff Work By: David Harris
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, The Edinburgh Group, LLC has requested that the proposed Gibson Springs Phase 3 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$16,261.95 for a new eighteen (18) lot development.

To date, including this development, the program has supported 921 new/proposed lots within the City of Kingsport. Of those lots, 558 Building Permits and 507 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Ordinance
3. Agreement
4. Cost Table
5. Location Maps
6. Development Chart

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 | — | — | — |

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH THE EDINBURGH GROUP, LLC RELATED TO GIBSON SPRINGS PHASE 3 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, The Edinburgh Group, LLC would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Gibson Springs Phase 3, an 18 lot development in the city; and

WHEREAS, the total amount of the agreement as proposed is \$16,261.95;

Now, therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a Materials Agreement with The Edinburgh Group, LLC to provide certain water and sewer materials by the city for Gibson Springs Phase 3, in the amount of \$16,261.95, and the mayor is further authorized and directed to execute all documents necessary and proper to effectuate the purpose of the agreement.

SECTION II. That the board finds that the public interest will be served by ensuring the use of high-quality materials in the construction of certain water and sewer lines in new residential development that will be part of the city owned water and sewer system as publicly owned lines, that such will reduce future maintenance costs for the water and sewer system, and 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 is resolution shall take effect from and after it adoption, the public welfare requiring it.

ADOPTED this the 15th day of September, 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 AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE GIBSON SPRINGS PHASE 3 MATERIALS AGREEMENT PROJECTS (WA2150 AND SW2150); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget by \$8,148 and by decreasing the funds transferred from the Sewer Fund operating budget by \$8,115 to the Gibson Springs Phase 3 projects (WA2150 and SW2150) to fund the materials agreement.

Account Number/Description:

Water Project Fund:451
Gibson Springs Phase 3 (WA2150)
Revenues

451-0000-391-4500 From the Water Fund
Totals:

Expenditures:

451-0000-605-9003 Improvements
Totals:

| <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|---------------|--------------------------|-------------------|
| 0 | 8,148 | 8,148 |
| 0 | 8,148 | 8,148 |
| 0 | 8,148 | 8,148 |
| 0 | 8,148 | 8,148 |

Account Number/Description:

Sewer Project Fund:452
Gibson Springs Phase 3 (SW2150)
Revenues

452-0000-391-4200 From the Sewer Fund
Totals:

Expenditures:

452-0000-606-9003 Improvements
Totals:

| | | |
|---|-------|-------|
| 0 | 8,115 | 8,115 |
| 0 | 8,115 | 8,115 |
| 0 | 8,115 | 8,115 |
| 0 | 8,115 | 8,115 |

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

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 15th day of September, 2020, by and between the Edinburgh Group, LLC hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City"

WITNESSETH

1. The Developer has subdivided a tract of land known as Gibson Springs Phase 3, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 230 LFT of Waterline and 610 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$16,261.95. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.
10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.
11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.
12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written


Developer

Patrick W. Shull, Mayor

Attest:

Approved as to form:

Sidney H. Cox, City Recorder

J. Michael Billingsley, City Attorney

Materials Agreement

Project: Gibson Springs Phase 3
 Date: September 4, 2020
 Developer: The Edinburgh Group, LLC

File No : 2020-D7

| Water Line | | Anticipated | | Estimated | |
|---------------|-----------------------------|-------------|--------|-------------|------------|
| Item # | Item Description | Units | U/M | Price | Total |
| 41864 | 8" x 18' D.I. Pipe | 15.00 | Joints | \$337.14 | \$5,057.10 |
| 42120 | 4' Bury Hydrant | 1.00 | each | \$1,639.17 | \$1,639.17 |
| 42325 | 6" MJ Gate Valve | 1.00 | each | \$495.17 | \$495.17 |
| 43031 | 8x8x6 Anchor Tee | 1.00 | each | \$105.31 | \$105.31 |
| 42845 | 6" x 18" MJ Anchor Coupling | 1.00 | each | \$92.00 | \$92.00 |
| 41794 | 8" Plug w/ 2" Tap | 1.00 | each | \$51.95 | \$51.95 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Building Code | | | | | |
| | | | | | |
| | Receipt To: | | | | |
| Subtotal | 451-0000-208-1250 | | | | \$7,440.70 |
| Sales Tax: | 451-0000-207-0201 | | | 9.50% | \$706.87 |
| Project # | WA2150 | | | Water Total | \$8,147.57 |
| | Expense To: | | | | |
| Water Acct. # | 451-0000-605-9003 | | | | |



Materials Agreement

Project: Gibson Springs Phase 3
 Date: September 4, 2020
 Developer: The Edinburgh Group, LLC

File No.: 2020-D7

| Sanitary Sewer | | Anticipated | | Estimated | |
|----------------|------------------------------------|-------------|--------|-------------|-------------|
| Item # | Item Description | Units | U/M | Price | Total |
| 45003 | 8" x 14' SDR-35 gsktd Sewer Pipe | 44.00 | Joints | \$46.62 | \$2,051.28 |
| 45057 | 8" x 6" Tee Wye gsktd Sewer | 18.00 | each | \$38.90 | \$700.20 |
| 45112 | Manhole Frame & Covers V-1312-44 | 4.00 | each | \$237.23 | \$948.92 |
| 45226 | Manhole Base (24") w/ Invert | 4.00 | each | \$550.00 | \$2,200.00 |
| 45223 | Manhole Concrete 16" Riser (48") | 1.00 | each | \$135.00 | \$135.00 |
| 45232 | Manhole Concrete 24" Riser | 1.00 | each | \$187.00 | \$187.00 |
| 45224 | Manhole Concrete 32" Riser (48") | 1.00 | each | \$240.00 | \$240.00 |
| 45219 | Manhole Concrete 16" Concrete Cone | 4.00 | each | \$170.00 | \$680.00 |
| 45230 | Manhole Concrete 4" Grade Ring | 1.00 | each | \$41.00 | \$41.00 |
| 45231 | Manhole Concrete 6" Grade Ring | 3.00 | each | \$57.00 | \$171.00 |
| 45203 | Extra Boot Charge | 1.00 | each | \$56.00 | \$56.00 |
| Building Code | | | | | |
| Receipt To: | | | | | |
| Subtotal | 452-0000-208-1250 | | | | \$7,410.40 |
| Sales Tax | 452-0000-207-0201 | | | 9.50% | \$703.99 |
| Project # | SW2150 | | | Sewer Total | \$8,114.39 |
| Expense To: | | | | | |
| Sewer Acct # | 452-0000-606-9003 | | | | |
| | | | | Grand Total | \$16,261.96 |



The Edinburgh Group, LLC

Gibson Springs

Phases II and III

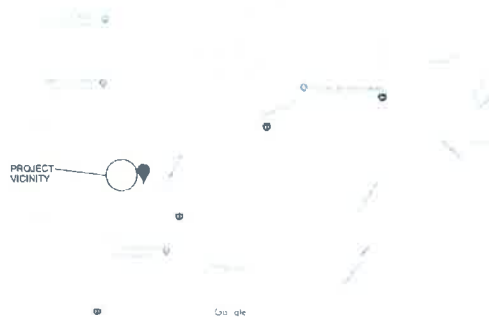
Resubmitted March 10, 2020
SITE / CIVIL PACKAGE
 Civil Services Project # 19204

INDEX OF DRAWINGS

SITE / CIVIL

| | |
|-------------|--------------------------------------|
| C-00 | SITE/CIVIL PACKAGE COVER SHEET |
| C-01 | OVERALL SITE PLAN |
| C-02 | ROADWAY PLAN & PROFILE - PH 1 |
| REV 2 C-03 | ROADWAY PLAN & PROFILE - PH 2 |
| C-04 | ROADWAY DETAILS |
| REV 3 C-05 | GRADING AND DRAINAGE PLAN |
| C-06 | DRAINAGE PATH - EXISTING |
| C-07 | URAINAGE PATH - PROPOSED |
| REV 2 C-08 | DRAINAGE / STORMWATER DETAILS |
| REV 3 C-09 | SANITARY SEWER PLAN |
| C-10 | SANITARY SEWER PROFILES |
| C-11 | SANITARY SEWER DETAILS |
| REV 2 C-11A | LIFT STATION & MOBILITY PATH DETAILS |
| REV 3 C-12 | WATERLINE LAYOUT / PLAN |
| REV 3 C-13 | WATERLINE DETAILS |
| C-14 | EROSION CONTROL PLAN - EXISTING |
| C-15 | EROSION CONTROL PLAN - INTERMEDIATE |
| C-16 | EROSION CONTROL PLAN - FINAL |
| C-17 | EROSION CONTROL DETAILS |
| C-18 | EROSION CONTROL DETAILS |

VICINITY MAP



LOCATION MAP



CIVIL ENGINEER

**Cain
Rash
West**

Architects

Phn (423) 349-7760
 Fax (423) 349-7413
www.grcinc.com



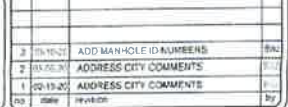
The Edinburgh Group, LLC

Gibson Springs Phases II & III

Kingsport, Tennessee



C-00



PROPERTY LINE (THIS PROJECT)
SEWERAGE LAYOUT
PROPOSED SEWER
EXISTING SEWER
STREET CENTER LINE
PROPOSED STREET CENTER LINE
PROPOSED LOT CENTER
EXISTING SANITARY SEWER
PROPOSED SANITARY SEWER
EXISTING WATER LINE
PROPOSED WATER LINE

NOTE
PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY
LAYOUT AND SITE SURVEY INFORMATION INCLUDING
EXISTING TOPOGRAPHY PROVIDED BY ALLEY & ASSOCIATES



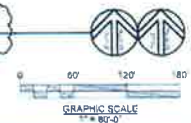
CURRENT
PHASE 2
± 11.02 AC

FUTURE
PHASE 3
± 10.57 AC.

PREVIOUS
PHASE 1

WATER LINE UTILITIES LAYOUT

SCALE: 1" = 87'-0"



| NO | DATE | THRESH | ADDRESS CITY COMMENTS | BY |
|----|----------|--------|-----------------------|----|
| 1 | 10-16-22 | | ADDRESS CITY COMMENTS | |
| 2 | 10-26-22 | | ADDRESS CITY COMMENTS | |
| 3 | 10-10-23 | | ADDRESS CITY COMMENTS | |

The Edinburgh Group, LLC
on Springs Phases II & III
Kingsport, Tennessee

Architectural
Services

**Cain
Rash
West**

130 Regional Park Dr
Kingsport, TN 37660
Phn (423) 349-7760
Fax (423) 349-7413
www.grcinc.com



| | |
|--------------|-------------------|
| issued | 01-10-2020 |
| checked | BWJ |
| approved | BWJ |
| drawn | BWJ |
| project no. | 19204 |
| drawing name | WATER LINE LAYOUT |

C-12

City of Kingsport
MATERIALS AGREEMENT

| Developer | Development | Proposed Lots/Development | Agreement Amt. | Date | Bldg. Permits | CO's | Reim to Dev | Status |
|------------------------------|---|---------------------------|-----------------------|------------|---------------|------------|-----------------------|--------|
| Butch Rose | Hillcrest Heights | 6 | \$5,140.09 | 06/19/07 | 3 | 3 | \$4,636.74 | Closed |
| | Windridge Phase IV | 40 | \$92,202.29 | 04/15/08 | 16 | 15 | \$85,648.47 | Closed |
| Jeff McKee | Settler's Ridge Phase I | 41 | \$45,344.29 | 03/20/07 | Total of 7 | 7 | \$41,214.30 | Closed |
| | Settler's Ridge Phase II | 7 | \$18,822.89 | 11/06/07 | | | \$17,439.89 | Closed |
| Edinburgh Group LLC | Edinburgh Phase IA, Section 1 | 32 | \$42,867.62 | 02/19/07 | Total of 221 | 191 | \$39,474.82 | Closed |
| | Edinburgh Phase IA, Section 2 | 15 | \$25,205.92 | 04/17/07 | | | \$23,273.53 | Closed |
| | Edinburgh Phase 2, Section 1A | 6 | \$2,852.48 | 02/02/10 | | | \$2,659.62 | Closed |
| | Edinburgh Phase 2, Section 2 | 6 | \$11,976.02 | 11/16/10 | | | \$11,116.69 | Closed |
| | Edinburgh Phase 2, Section 2B | 11 | \$9,472.85 | 10/18/11 | | | \$8,770.02 | Closed |
| | Edinburgh Phase 2, Section 2C | 14 | \$20,128.29 | 04/03/12 | | | \$18,549.10 | Closed |
| | Edinburgh Phase 2, Section 2E | 8 | \$25,177.34 | 10/02/12 | | | \$23,403.87 | Closed |
| | Edinburgh Phase 2, Section 2F | 9 | \$19,382.60 | 05/07/13 | | | \$17,792.14 | Closed |
| | Edinburgh Phase 4 | 17 | \$65,033.97 | 07/24/13 | | | \$60,735.18 | Closed |
| | Edinburgh Phase V | 12 | \$51,965.42 | 10/7/2014 | | | \$48,501.91 | Closed |
| | Edinburgh Phase VII | 20 | \$27,552.51 | 6/2/2015 | | | \$25,162.11 | Closed |
| | Edinburgh Phase 9 | 6 | \$5,917.93 | 5/5/2016 | | | \$5,386.74 | Closed |
| | Edinburgh Phase 10 | 10 | \$38,265.22 | 3/1/2017 | | | \$34,953.21 | Closed |
| | Edinburgh South Phase 1 | 23 | \$36,694.42 | 11/1/2016 | | | \$33,722.81 | Closed |
| | Edinburgh Phase 11 | 14 | \$26,250.40 | 6/19/2018 | | | \$23,984.14 | Closed |
| | Edinburgh S Phase 2 Gibson Spr | 24 | \$28,924.56 | 5/5/2020 | | | | Open |
| | Edinburgh S Phase 3 Gibson Spr | 19 | \$38,378.10 | 10/15/2019 | | | \$35,631.30 | Closed |
| | Edinburgh Phase 12 | 13 | \$12,752.16 | 7/23/2019 | | | | Open |
| Jerry Petzoldt | Old Island Phase II | 59 | \$118,027.86 | 05/06/08 | 43 | 41 | \$111,538.58 | Closed |
| Jim Nottingham | Riverwatch | 29 | \$47,605.13 | 04/15/08 | 20 | 20 | \$44,680.99 | Closed |
| Harold Siemp & Jack McMurray | Villas at Andover - Polo Fields | 104 | \$76,522.72 | 08/07/07 | 46 | 45 | \$70,722.51 | Closed |
| George Hunt | Hunts Crossing Phase II | 22 | \$18,375.20 | 04/15/08 | 6 | 6 | \$16,883.63 | Closed |
| Rob McLean | Anchor Point | 80 | \$72,552.51 | 07/15/08 | 42 | 41 | \$66,603.46 | Closed |
| | Anchor Point - Topsail Court | Included in Anchor Point | \$3,816.08 | 08/05/08 | | 0 | | Closed |
| | Stapleton Dr Phase I | 7 | \$8,757.81 | 08/19/08 | 4 | 4 | \$8,203.18 | Closed |
| Ken Bates | Chase Meadows Phase I (reim for 1) | 15 | \$39,418.91 | 07/15/08 | Total of 60 | 55 | \$31,518.06 | Closed |
| | Chase Meadows Phase II (amt not paid) | 87 | (\$68,096.96) | 08/19/08 | | | | Closed |
| Terry Orth | Autumn Woods Phase I | 19 | \$30,628.25 | 10/07/08 | 19 | 19 | \$28,588.47 | Closed |
| | Autumn Woods Phase II | 51 | \$97,091.46 | 09/01/09 | 42 | 42 | \$91,166.09 | Closed |
| Gary Alexander | Riverbend Phase I | 15 | \$32,767.17 | 02/03/09 | 10 | 0 | \$26,351.32 | Closed |
| | Riverbend - Epcon Phase II (tabled 1/10/11) | 9 | (\$33,171.54) | 02/01/11 | | | | Closed |
| Leonard & Cynthia Gerber | St Andrew's Garth Phase I | 40 | \$34,049.03 | 03/16/10 | 8 | 8 | \$30,938.04 | Closed |
| Jane Karst | Jane Karst Subdivision | 4 | \$4,100.78 | 09/20/11 | | | \$3,799.14 | Closed |
| M & M Builders | Brookton Park Subdivision | 7 | \$2,145.88 | 09/20/11 | 7 | 7 | \$1,959.94 | Closed |
| Vic Davis | The Summitt at Preston Park Ph 3 | 20 | \$79,327.82 | 12/03/13 | 4 | 3 | \$70,967.77 | Closed |
| | TOTAL | 921 | \$1,214,225.48 | | 558 | 507 | \$1,165,977.77 | |

Revised 08/04/20



AGENDA ACTION FORM

Appropriate \$40,000.00 from the Tennessee Highway Safety Office's (THSO) FY 21 Grant

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

Action Form No.: AF-234-2020
Work Session: August 31, 2020
First Reading: September 1, 2020

Final Adoption: September 15, 2020
Staff Work By: Capt. Randall Gore
Presentation By: Chief David Quillin

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

On March 24, 2020 via AF-65-2020, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Tennessee Highway Safety Office (THSO) Grant. We have been notified that we were approved for \$40,000.00 in grant funds for the upcoming fiscal year. The grant will be utilized for traffic safety enforcement overtime and technology improvements (in-car video cameras).

There are no matching fund requirements.

Attachments:

1. Budget Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) 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/Special Revenue Fund budget be amended by appropriating funds received from the Tennessee Highway Safety Office in the amount of \$40,000 to the TN Highway Safety Office Grant project (NC2104) to enforce traffic safety. No matching funds are required.

| <u>Account Number/Description:</u> | <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|---|---------------|--------------------------|-----------------------|
| <u>Fund 111: General Project/Special Rev</u> | | | |
| <u>Fund</u> | | | |
| <u>TN Highway Safety Office Grant (NC2104)</u> | | | |
| <u>Revenues:</u> | \$ | \$ | \$ |
| 111-0000-337-6010 Safety/Homeland Security | 0 | 40,000 | 40,000 |
| <i>Totals:</i> | 0 | 40,000 | 40,000 |
| <u>Expenditures:</u> | \$ | \$ | \$ |
| 111-0000-601-1011 Overtime | 0 | 26,450 | 26,450 |
| 111-0000-601-1020 Social Security | 0 | 3,070 | 3,070 |
| 111-0000-601-1030 Health Insurance | 0 | 535 | 535 |
| 111-0000-601-1041 TCRS Retirement | 0 | 7,200 | 7,200 |
| 111-0000-601-1043 ICMA/Retirement | 0 | 2,135 | 2,135 |
| 111-0000-601-1050 Life Insurance | 0 | 130 | 130 |
| 111-0000-601-1052 Long Term Disability | 0 | 80 | 80 |
| 111-0000-601-1060 Workmen's Comp | 0 | 270 | 270 |
| 111-0000-601-1061 Unemployment Ins. | 0 | 130 | 130 |
| <i>Totals:</i> | 0 | 40,000 | 40,000 |

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

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

Appropriate \$19,968.00 from the Tennessee Highway Safety Office's (THSO) FY 21 Coordinator Grant

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

Action Form No.: AF-236-2020
 Work Session: August 31, 2020
 First Reading: September 1, 2020

Final Adoption: September 15, 2020
Staff Work By: Capt. Randall Gore
Presentation By: Chief David Quillin

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

On March 24, 2020 via AF-71-2020, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Tennessee Highway Safety Office (THSO) Coordinator grant. We have been notified that we were approved for \$19,968.00 in grant funds for the upcoming fiscal year. The grant will be utilized to pay for Officer Matt McGuire's travel/training to various traffic related workshops and conferences. Additional funds will be used for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities.

There are no matching fund requirements.

Attachments:

1. Budget Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) 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/Special Revenue Fund budget be amended by appropriating funds received from the Tennessee Highway Safety Office in the amount of \$19,968 to the THSO Coordinator Grant project (NC2105) to enforce traffic safety. No matching funds are required.

| <u>Account Number/Description:</u> | <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|---|---------------|--------------------------|-----------------------|
| <u>Fund 111: General Project/Special Rev</u> | | | |
| <u>Fund</u> | | | |
| <u>THSO Coordinator Grant (NC2105)</u> | | | |
| <u>Revenues:</u> | \$ | \$ | \$ |
| 111-0000-337-6010 Safety/Homeland Security | 0 | 19,968 | 19,968 |
| <i>Totals:</i> | 0 | 19,968 | 19,968 |
| <u>Expenditures:</u> | \$ | \$ | \$ |
| 111-0000-601-1011 Overtime | 0 | 450 | 450 |
| 111-0000-601-1020 Social Security | 0 | 40 | 40 |
| 111-0000-601-1030 Health Insurance | 0 | 50 | 50 |
| 111-0000-601-1041 TCRS Retirement | 0 | 120 | 120 |
| 111-0000-601-1050 Life Insurance | 0 | 31 | 31 |
| 111-0000-601-1052 Long Term Disability | 0 | 20 | 20 |
| 111-0000-601-1060 Workmen's Comp | 0 | 50 | 50 |
| 111-0000-601-1061 Unemployment Ins. | 0 | 40 | 40 |
| 111-0000-601.2040 Travel Expense | 0 | 1,500 | 1,500 |
| 111-0000-601.2041 Registration Fees/Tuition | 0 | 1,500 | 1,500 |
| 111-0000-601.3020 Operating Supplies & Tool | 0 | 16,167 | 16,167 |
| <i>Totals:</i> | 0 | 19,968 | 19,968 |

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

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Budget Adjustment Ordinance for the Community Development Block Grant Fund in FY21

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

Action Form No.: AF-240-2020
 Work Session: August 31, 2020
 First Reading: September 1, 2020

Final Adoption: September 15, 2020
 Staff Work By: Morris
 Presentation By: McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance amends the Community Development Block Grant budget by transferring \$1,080 from the CDBG Administration project (CD2101) to the Code Enforcement project (CD2125) and by transferring \$9,373 from the CDBG Administration project (CD2101) and \$8,150 from the KAHK Program project (CD2104) to the Community Enrichment project (CD2105).

Attachments:

1. Ordinance

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

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

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE COMMUNITY
DEVELOPMENT BLOCK GRANT 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 Community Development Block Grant budget be amended by transferring \$1,080 from the CDBG Administration project (CD2101) to the Code Enforcement project (CD2125) and by transferring \$9,373 from the CDBG Administration project (CD2101) and \$8,150 from the KAHN Program project (CD2104) to the Community Enrichment project (CD2105).

| <u>Account Number/Description:</u> | <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|--|---------------|--------------------------|-----------------------|
| <u>Fund 124: Community Development Fund</u> | | | |
| <u>CDBG Administration (CD2101)</u> | | | |
| <u>Revenues:</u> | \$ | \$ | \$ |
| 124-0000-331-1000 Community Development | 78,272 | (10,453) | 67,819 |
| <i>Totals:</i> | 78,272 | (10,453) | 67,819 |
| <u>Expenditures:</u> | \$ | \$ | \$ |
| 124-0000-603-1010 Salaries & Wages | 35,895 | (5,953) | 29,942 |
| 124-0000-603-1020 Social Security | 5,292 | 0 | 5,292 |
| 124-0000-603-1030 Group Health | 14,418 | 0 | 14,418 |
| 124-0000-603-1040 Retirement | 12,811 | 0 | 12,811 |
| 124-0000-603-1050 Life Ins. | 130 | 0 | 130 |
| 124-0000-603-1052 Long Term Disability | 125 | 0 | 125 |
| 124-0000-603-1060 Workmen's Comp | 111 | 0 | 111 |
| 124-0000-603-1061 Unemployment | 40 | 0 | 40 |
| 124-0000-603-2010 Advertising & Publication | 500 | 1,000 | 1,500 |
| 124-0000-603.2021 Accounting & Auditing | 1,200 | 0 | 1,200 |
| 124-0000-603-2034 Telephone | 1,000 | 0 | 1,000 |
| 124-0000-603-2040 Travel | 5,000 | (5,000) | 0 |
| 124-0000-603-2043 Dues and Membership | 1,000 | (500) | 500 |
| 124-0000-603-3010 Office Supplies | 500 | 0 | 500 |
| 124-0000-603-3011 Postage | 250 | 0 | 250 |
| <i>Totals:</i> | 78,272 | (10,453) | 67,819 |

KAHR Program (CD2104)**Revenues:**

| | | | |
|---|----------------|----------------|----------------|
| | \$ | \$ | \$ |
| 124-0000-331-1000 Community Development | 138,092 | (8,150) | 129,942 |
| Totals: | 138,092 | (8,150) | 129,942 |

Expenditures:

| | | | |
|------------------------------------|----------------|----------------|----------------|
| | \$ | \$ | \$ |
| 124-0000-603-1010 Salaries & Wages | 33,284 | (3,342) | 29,942 |
| 124-0000-603-4023 Grants | 104,808 | (4,808) | 100,000 |
| Totals: | 138,092 | (8,150) | 129,942 |

Community Enrichment (CD2105)**Revenues:**

| | | | |
|---|---------------|---------------|---------------|
| | \$ | \$ | \$ |
| 124-0000-331-1000 Community Development | 47,477 | 17,523 | 65,000 |
| Totals: | 47,477 | 17,523 | 65,000 |

Expenditures:

| | | | |
|--------------------------|---------------|---------------|---------------|
| | \$ | \$ | \$ |
| 124-0000-603-4023 Grants | 47,477 | 17,523 | 65,000 |
| Totals: | 47,477 | 17,523 | 65,000 |

Code Enforcement (CD2125)**Revenues:**

| | | | |
|---|---------------|--------------|---------------|
| | \$ | \$ | \$ |
| 124-0000-331-1000 Community Development | 90,000 | 1,080 | 91,080 |
| Totals: | 90,000 | 1,080 | 91,080 |

Expenditures:

| | | | |
|------------------------------------|---------------|--------------|---------------|
| | \$ | \$ | \$ |
| 124-0000-603-1010 Salaries & Wages | 50,000 | 0 | 50,000 |
| 124-0000-603-4023 Grants | 40,000 | 1,080 | 41,080 |
| Totals: | 90,000 | 1,080 | 91,080 |

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

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Budget Adjustment Ordinance for the General Fund and the General Projects-Special Revenue Fund in **FY20**

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

Action Form No.: AF-241-2020
Work Session: August 31, 2020
First Reading: September 1, 2020

Final Adoption: September 15, 2020
Staff Work By: Morris
Presentation By: McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance amends the General Fund by transferring funds to cover adjusted payment to the First Tennessee Development District and it amends the General Projects-Special Revenue Fund budget by accepting \$811,140 from the State of Tennessee to the TNCARES Act project (NC2024) and by accepting \$2,895 from the State of Tennessee to the Library CARES project (NC2025)

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: *SAC*

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

ORDINANCE NO.

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

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

SECTION I. That the General Fund budget be amended by transferring \$379 from 110-1008-408.20-11 Printing & Binding to 110-1005-405.80-16 First TN Dev District.

SECTION II. That the General Projects-Special Revenue Fund budget be amended by accepting \$811,140 from the State of Tennessee to the TNCARES Act project (NC2024) and by accepting \$2,895 from the State of Tennessee to the Library CARES project (NC2025).

| <u>Account Number/Description:</u> | <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|--|---------------|--------------------------|-------------------|
| <u>General Fund: 110</u> | | | |
| <u>Expenditures:</u> | \$ | \$ | \$ |
| 110-1005-405.80-16 First TN Dev District | 5,941 | 379 | 6,320 |
| 110-1008-408.20-11 Printing & Binding | 5,000 | (379) | 4,621 |
| <u>Totals:</u> | 10,941 | 0 | 10,941 |

| <u>Account Number/Description:</u> | <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|--|---------------|--------------------------|-------------------|
| <u>General Projects Special Revenue Fund: 111</u> | | | |
| <u>TNCARES Act (NC2024)</u> | | | |
| <u>Revenues:</u> | \$ | \$ | \$ |
| 111-0000-337.19-00 Coronavirus Relief Fund | 0 | 811,140 | 811,140 |
| <u>Totals:</u> | 0 | 811,140 | 811,140 |
| <u>Expenditures:</u> | \$ | \$ | \$ |
| 111-4810-481.20-68 Covid-19 | 0 | 500,000 | 500,000 |
| 111-4810-481.30-68 Covid-19 | 0 | 200,000 | 200,000 |
| 111-4810-481.40-68 Covid-19 | 0 | 111,140 | 111,140 |
| <u>Totals:</u> | 0 | 811,140 | 811,140 |

| | | | |
|--|----------|--------------|--------------|
| <u>Library CARES Act (NC2025)</u> | | | |
| <u>Revenues:</u> | \$ | \$ | \$ |
| 111-0000-337.19-00 Coronavirus Relief Fund | 0 | 2,895 | 2,895 |
| <u>Totals:</u> | 0 | 2,895 | 2,895 |
| <u>Expenditures:</u> | \$ | \$ | \$ |
| 111-4810-481.20-68 Covid-19 | 0 | 1,450 | 1,450 |
| 111-4810-481.30-68 Covid-19 | 0 | 1,445 | 1,445 |
| <u>Totals:</u> | 0 | 2,895 | 2,895 |

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

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Budget Adjustment Ordinance for the MPO Fund in FY20

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

Action Form No.: AF-242-2020
 Work Session: August 31, 2020
 First Reading: September 1, 2020

Final Adoption: September 15, 2020
 Staff Work By: Morris
 Presentation By: McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance amends the MPO Fund by transferring \$8,310 from the General Fund to the Wilcox Sidewalk Phase 5 project (MPO15D). This will allow us to close this project.

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: *SKD*

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE MPO PROJECT FUND
BUDGET FOR THE YEAR ENDING JUNE 30, 2020; AND
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund be amended by transferring \$8,310 from 110-3030-443.10-40 Retirement to 110-4804-481.70-52 To MPO Fund.

SECTION II. That the MPO Fund be amended by transferring \$8,310 from the General Fund to the Wilcox Sidewalk Phase 5 project (MPO15D). Close project MPO15D.

| <u>Account Number/Description:</u> | <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|------------------------------------|---------------|--------------------------|-------------------|
| Fund 110: General Fund | | | |
| <u>Expenditures:</u> | \$ | \$ | \$ |
| 110-3030-443.10-40 Retirement | 31,726 | (8,310) | 23,416 |
| 110-4804-481.70-52 To MPO Fund | 67,632 | 8,310 | 75,942 |
| Totals: | 99,358 | 0 | 99,358 |

| <u>Account Number/Description:</u> | <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|--|------------------|--------------------------|-------------------|
| Fund 122: MPO Fund | | | |
| <u>Wilcox Sidewalk Phase 5 (MPO15D)</u> | | | |
| <u>Revenues:</u> | \$ | \$ | \$ |
| 122-0000-337-9000 Dept of Transportation | 222,400 | 0 | 222,400 |
| 122-0000-391-0100 FHWA/TN FHWA 80% | 889,600 | 0 | 889,600 |
| 122-0000-391-0100 From General Fund | 0 | 8,310 | 8,310 |
| Totals: | 1,112,000 | 8,310 | 1,120,310 |

| <u>Expenditures:</u> | \$ | \$ | \$ |
|---|------------------|--------------|------------------|
| 122-0000-609-2010 Advertising & Publication | 2,900 | 0 | 2,900 |
| 122-0000-609-2023 Arch/Eng/Landscaping | 77,045 | 0 | 77,045 |
| 122-0000-609-9003 Improvements | 1,032,055 | 8,310 | 1,040,365 |
| Totals: | 1,112,000 | 8,310 | 1,120,310 |

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

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Three (3) Extended Cab W/ Utility Body Trucks

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

Action Form No.: AF-245-2020
 Work Session: September 14, 2020
 First Reading: N/A

Final Adoption: September 15, 2020
 Staff Work By: Committee
 Presentation By: R. McReynolds, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on August 13, 2020 for the purchase of Three (3) Extended Cab W/ Utility Body Trucks for use by the Water & Waste Water Maintenance Departments. The advertisement for the Invitation to Bid was published in the Kingsport Times News on July 29, 2020 and placed on our website for 15 calendar days. It is the recommendation of the committee to accept the apparent low, responsible compliant bid from Auto World of Big Stone Gap for Three (3) 2020 Dodge F5500 Extended Cab 4x2 as follows:

| | | |
|------|--------------------|---------------------------|
| | \$51,800.00 | Unit Cost |
| | \$1,000.00 | Option A (1 vehicle) |
| | \$500.00 | Option B (2 vehicles) |
| Less | \$11,300.00 | Trade In Allowance # 1994 |
| Less | <u>\$11,500.00</u> | Trade In Allowance # 2065 |
| | \$134,600.00 | Total Purchase Price |

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010 & 45200006069003.

Attachments:

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

Funding source appropriate and funds are available: *JM*

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF THREE EXTENDED CAB WITH UTILITY BODY TRUCKS TO AUTO WORLD OF BIG STONE GAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened August 13, 2020 for the purchase of three (3) extended cab with utility body trucks for the use at the water and waste water maintenance departments; and

WHEREAS, the city will receive \$11,300.00 for a trade-in allowance for vehicle #1994 and a trade-in allowance of \$11,500.00 for vehicle #2065; and

WHEREAS, upon review of the bids, the board finds Auto World of Big Stone Gap is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase three (3) 2020 Dodge F5500 Extended Cab 4x2 utility body trucks with Options A and B, from Auto World of Big Stone Gap, at a total purchase cost of \$134,600.00 which includes the deduction of the \$22,800.00 trade-in allowance; and

WHEREAS, funding is identified in Project/Accounts #51150085019070 and #45200006069003.

Now therefore,

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

SECTION I. That the bid for the purchase of three (3) 2020 Dodge F5500 Extended Cab 4x2 utility body trucks with Options A and B at a total purchase cost of \$134,600.00, which includes the deduction of the \$22,800.00 trade-in allowance, is awarded to Auto World of Big Stone Gap, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 15th day of September, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
August 13, 2020
4:00 P.M.

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

The Bid Opening was held in the Procurement Department.

The Procurement Manager opened with the following bids:

| RE-BID EXTENDED CAB WITH UTILITY BODY | | | | | | | | |
|---------------------------------------|-------|-------------|------------|-----------|-------------------|-------------------|-------------------|--------------------------------|
| Vendor: | Qty.: | Unit Cost: | Option A: | Option B: | Trade-In #1994 | Trade-In #2065 | Delivery Time: | Make/Model: |
| Friendship Ford of Bristol | 3 | \$53,557.00 | \$975.00 | \$475.00 | \$5,000.00 | \$5,000.00 | 30-60 Days | Ford F550 |
| Auto World of Big Stone Gap | 3 | \$51,800.00 | \$1,000.00 | \$500.00 | \$11,300.00 | \$11,500.00 | 230 Days | 2020 5500 Crew Cab Chassis 4x2 |

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

Vehicle Vendors

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



FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Jason Starnes, Water Construction Foreman
Steve Hightower, Fleet Manager
Date: September 1, 2020
Re: Cab Chassis w/Utility Bed /Dual Rear Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor for use by the Water and Wastewater Departments and accept the trade in offerings for #1994 and #2065. We would also like to add Option A; Ladder Rack on one unit and Option B: Pipe Rack on two units.

| Item | Quantity | Description | Award to Vendor | Fuel Economy |
|------|----------|------------------------------|-------------------------|----------------|
| 1 | 3 | 2020 Dodge F5500 Ext Cab 4x2 | Auto World of Big Stone | 8 City/ 12 Hwy |

Low Compliant Bidder

The bidder was the compliant in all major aspects of the minimum specification requirements for the Cab Chassis w/Utility Bed Dual Rear units specified.

Two of these units will be Fleet Replacements for the Water Maintenance Department

One unit is an addition to the fleet in the Wastewater Department

Delivery and Compliance

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 200 Days with 15 days to correct inspection deficiencies and a \$50 dollar a day penalty assessed.

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

Fuel Economy Improvement

00%

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

Trade In(s)

1. Trade in(s):
 - a. 1994 - 2012 FORD F450 4X2 XL – Age: 7 Years – 118,208 Mileage – 6.80 MPG
 - b. Trade Offering: \$11,300
2. Trade in(s):
 - a. 2065 - 2012 FORD F450 DRW UTILITY BED TRUCK– Age: 7 Years – 96,316 Mileage – 5.74 MPG
 - b. Trade Offering: \$11,500

Origin/ Dealer Information

3. New Unit(s) Origin of Chassis Manufacture:
 - a. Vehicle – Saltillo, Mexico
 - i. Content Information Not Provided
4. New Unit(s) Purchase Dealer:
 - a. Vehicle – Auto World of Big Stone – Big Stone Gap, VA.
5. New Unit(s) Origin of Body Manufacture: Not Specified
6. New Unit(s) Body Dealer: Kingsport Iron and Metal – Kingsport, TN

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



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

From: Starnes, Jason
Sent: Monday, August 24, 2020 9:57 AM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Cc: Austin, Chad <ChadAustin@KingsportTN.gov>; Alley, Chris <ChrisAlley@KingsportTN.gov>
Subject: Extended Cab with Utility Body Bid Acceptance

Good morning,

This Department accepts Auto World's bid of three Extended Cab Utility Body Trucks at Unit Cost of \$51,800.00 and two trade-ins at \$11,300.00 and \$11,500.00. These trucks are bid as 2020 5500 Crew Cab Chassis 4x2. Thank you for your time,

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



225 W. Center Street
Kingsport, TN 37660
www.kingsporttn.gov



AGENDA ACTION FORM

Award the RFP for Customized Benchmark Assessment Program to Certica Solutions, Inc.

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

Action Form No.: AF-255-2020
Work Session: September 14, 2020
First Reading: N/A

Final Adoption: September 15, 2020
Staff Work By: Committee
Presentation By: David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

Kingsport City Schools expressed a need to replace the current Benchmark Assessment programs with a customized assessment platform. Results from benchmark assessments drive the district, school and classroom instruction. The current programs do not allow assessments to be customized to align with Kingsport City Schools' curriculum maps and State blueprints. A Customized Benchmark Assessment Platform will provide the development, administration analysis and reporting services under one vendor platform and eliminate the two separate service programs currently used.

The City of Kingsport for its Kingsport City Schools recently issued a Request for Proposals for a Customized Benchmark Assessment Program on August 12, 2020. On August 27, 2020, the City Procurement Manager accepted two proposals for consideration submitted by Certica Solutions, Inc., and Illuminate Education.

A formal evaluation of both proposals was performed based on the criteria included in the RFP specifications. Based on the evaluation results, the vendor that best meets the needs of the school system as specified is Certica Solutions, Inc. The total cost for the Certica Solutions, Inc. Customized Benchmark Assessment program is \$85,975.00.

The Board of Education approved the recommendation to award the contract to Certica Solutions, Inc. on September 8, 2020. Kingsport City Schools is now requesting Board of Mayor and Aldermen approval to award and enter into an agreement with Certica Solutions, Inc. and authorizing the execution of all applicable documents by the Mayor.

Attachments:

1. Resolution
2. Bid Tab
3. Recommendation

Funding source appropriate and funds are available: *AM*

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDED THE REQUEST FOR PROPOSALS FOR CUSTOMIZED BENCHMARK ASSESSMENT PROGRAM TO CERTICA SOLUTIONS, INC. AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on August 12, 2020, a Request for Proposals for a Customized Benchmark Assessment Program was issued by the city for the city school system; and

WHEREAS, on September 8, 2020, the board of education approved the recommendation to award the contract to Certica Solutions, Inc.; and

WHEREAS, upon review of the proposals, the board finds Certica Solutions, Inc. is the lowest responsible compliant proposal meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase Customized Benchmark Assessment Program from Certica Solutions, Inc. at a total purchase cost of \$83,975.00; and

WHEREAS, funding is identified in account number 141-7250-773.03-22.

Now therefore,

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

SECTION I. That the proposal by Certica Solutions, Inc. for a Customized Benchmark Assessment Program for the Kingsport City Schools is accepted.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Certica Solutions, Inc. for a Customized Benchmark Assessment Program for the Kingsport City Schools and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution.

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

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

ADOPTED this the 15th day of September, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

BID OPENING MINUTES

August 27, 2020

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Michelle Ramey, Assistant Procurement Manager for Kingsport City Schools

The Bid Opening was held in the Purchasing Department.

The Procurement Manager opened with the following bids:

| RFP - Customized Benchmark Assessment Program for Kingsport | |
|---|---|
| Vendor: | Comments: |
| Certica Solutions, Inc. | |
| Illuminate Education | Proposal was at City Hall but had not been forwarded to Purchasing. |

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

MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: David Frye, KCS Chief Finance Officer

DATE: September 15, 2020

SUBJECT: RFP for Customized Benchmark Assessment Program

The City of Kingsport for its Kingsport City Schools issued a request for proposals for a Customized Benchmark Assessment Program for Kingsport City Schools on August 12, 2020. On August 27, 2020, the City of Kingsport accepted two proposals submitted by Certica Solutions, Inc. and Illuminate Education for consideration. A formal evaluation was performed on both proposals based on the criteria included in the RFP Specifications. Based on the evaluation results, the vendor that best meets the needs of the school system as specified is Certica Solutions, Inc.

On September 8, 2020, the Board of Education approved the award of the contract for a Customized Benchmark Assessment program for Kingsport City Schools to Certica Solutions, Inc., for the not to exceed contract amount of \$85,975.00. It is now recommended that the Board of Mayor and Aldermen approve the resolution for the same. Funding for this purchase is included in the FY21 Budget.



AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) Combination Jet Rodder Truck

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

Action Form No.: AF-249-2020
 Work Session: September 14, 2020
 First Reading: N/A

Final Adoption: September 15, 2020
 Staff Work By: Committee
 Presentation By: R. McReynolds, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on August 18, 2020 for the purchase of One (1) Combination Jet Rodder Truck for use by the Waste Water Maintenance Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on July 19, 2020 and placed on our website for 30 calendar days. It is the recommendation of the committee to accept the low, responsible compliant bid from Southern Vac for One (1) Vac-Con V312HE/1500 as follows:

| | |
|------------------|--------------------------|
| \$408,850.00 | Unit Cost |
| Less \$40,000.00 | Trade-in Allowance #1861 |
| \$368,850.00 | Total Purchase Price |

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010.

Attachments:

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

Funding source appropriate and funds are available: *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: *SK*

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF
ONE COMBINATION JET RODDER TRUCK TO SOUTHERN VAC
AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened August 18, 2020, for the purchase of one (1) combination jet rodder truck stake bed trucks for the use at the waste water maintenance department; and

WHEREAS, the city will receive \$40,000.00 for a trade-in allowance for vehicle #1861 and

WHEREAS, upon review of the bids, the board finds Southern Vac is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase for one (1) Vac-Con V312HE/1500 combination jet rodder truck from Southern Vac, at a total purchase cost of \$368,850.00, which includes the deduction of the \$40,000.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) Vac-Con V312HE/1500 combination jet rodder truck at a total purchase cost of \$368,850.00, which includes the deduction of the \$40,000.00 trade-in allowance, is awarded to Southern Vac, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 15th day of September, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES BID OPENING

August 18, 2020

4:00 P.M.

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

The Bid Opening was held in the Procurement Department

The Procurement Manager opened with the following bids:

| Combination Jet Rodder Truck | | | | | | |
|------------------------------|-------|--------------|-----------------|----------------|---|--|
| Vendor: | Qty.: | Unit Cost: | Trade-In #1861: | Delivery Time: | Make/Model: | Comments: |
| CMI Equipment Sales | 1 | \$407,905.60 | \$40,000.00 | 220 Bus. Days | Aquatech B10 Mounted on 2021 HV607 | |
| Public Works Equipment | 1 | \$431,733.12 | \$32,000.00 | 180 Bus. Days | Navistar HV607 w/vactor 2100i | If Cummins & Allison diagnostic software & cables are not required - deduct \$3,700.00 from bid price. |
| Jet Vac Equipment Co. LLC | 1 | \$420,788.00 | \$50,000.00 | 180 Bus. Days | Sewer Equip Co of America 900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner | |
| Stringfellow Inc. | 1 | \$419,592.11 | \$16,000.00 | 180-200 Days | Super Products 12 Yard Camel Mounted on Intl. Chassis | If diagnostics cables are not needed for chassis- deduct \$3,700.00 |
| Southern Vac (Standard) | 1 | \$427,500.00 | \$40,000.00 | 60 Bus. Days | Vac-Con VPD 3612 HEN/1500 | |
| Southern Vac (Alt.) | 1 | \$408,850.00 | \$40,000.00 | 60 Bus. Days | Vac-Con V312HE/1500 | |

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

Vehicle Vendors

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



FLEET MAINTENANCE DEPARTMENT
City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Truck Evaluation Team:
Harvey Page, Wastewater/Stormwater Maintenance Superintendent
Jason R. Starnes, Water Construction Foreman
Billy Sturgill, Collections Systems Specialist
Steve Hightower, Fleet Manager
Date: May 23, 2016
Re: Jet Rodder Purchase Recommendation

This will confirm Staff's review and recommendation to purchase the compliant bid of the following vendor and accept the trade in offerings of \$40,000 for unit #1861.

| <u>Item</u> | <u>Quantity</u> | <u>Description</u> | <u>Award to Vendor</u> | <u>Fuel Economy</u> |
|-------------|-----------------|---------------------|------------------------|---------------------|
| 1 | 1 | Vac-Con V312HE/1500 | Southern Vac | 6 MPG |

Compliant Bidder

This is Fleet Replacement of #1861

Summary

It is the Truck Evaluation Team's recommendation to accept the Vac-Con V312HE/1500 offering of Southern Vac because they were most compliant with the Waste Water Department's equipment needs and specifications. The low bid offering of CMI Equipment, providing an Aquatech body, was a less desirable options with exceptions noted that would hamper the successful operation of the unit within the Department's operations. A summary of issues with CMI Equipment's lower offering and bid exceptions are included with this recommendation.

Delivery and Compliance

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time vendor has allotted for delivery is within 60 business days from date of award notification. Vendor will have 15 days to correct inspection deficiencies. There is a \$50 dollar a day penalty assessed for non-performance.

Fuel Economy Improvement

33%

- a. The unit recommended will have an improved fuel economy rating of 33% over the unit #1861, which is being replaced.

Trade In

1. Trade in:

a. 1861 - 2007 Sterling Chassis w/ Vacall Body - Age: 13 Years – 4.50 MPG – 140, 436 miles
Trade Offering: \$40,000

Origin Information

1. New Unit Origin of Manufacture:
 - a. Cab/ Chassis Mfg.– Cleveland, NC, Illinois
 - i. 70% Domestic/ 30% Foreign Materials
 - b. Body Manufacture – Green Cove Springs, Florida
 - i. 60% Domestic/ 40% Foreign Materials
2. New Unit Purchase Dealer:
 - c. Body – Represented by Vac-Con – Green Cove Springs, Florida

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

Thank you



Picture for demonstration purposes only and is not the exact product being purchased

Steve,

Based on the conversations that we have had, the demo of the equipment, the information provided in this email below to include the attached, that is correct.

Harvey Page

Wastewater/Stormwater

Maintenance Superintendent

City of Kingsport

P: 423-224-2581

HarveyPage@kingsporttn.gov



1113 Konnarock Rd.

Kingsport, TN 37664

www.kingsporttn.gov

From: Hightower, Steve

Sent: Thursday, September 03, 2020 4:41 PM

To: Page, Harvey <HarveyPage@KingsportTN.gov>

Cc: Edwards, David <DavidEdwards@KingsportTN.gov>; Starnes, Jason <JasonStarnes@KingsportTN.gov>

Subject: RE: Bid Minutes - Jet Rodder

Gentlemen,

So based on this email, am I to assume that we are all in agreement to recommend accepting the bid for the Vac-Con V312HE/1500 in the amount of \$368,850 which would be the price with acceptance of the trade in of #1861 at \$40,000?

Steve

From: Page, Harvey

Sent: Thursday, September 03, 2020 2:47 PM

To: Hightower, Steve <SteveHightower@KingsportTN.gov>

Cc: Edwards, David <DavidEdwards@KingsportTN.gov>; Starnes, Jason <JasonStarnes@KingsportTN.gov>

Subject: Bid Minutes - Jet Rodder

Steve,

We have completed as much due diligence as possible in comparing performance (by field demo), safety (visual considerations) and field operating experience and advice/expertise. I feel we have looked at this from all angles, as best we can anyway. Ultimately we want to do the right thing for such a major 8 to 10 year investment and also considering the experience we have gained from the lack of performance from the two of the three vacuum trucks we currently utilize in our fleet.

Considering the bids, see attached, we see this to be a consideration between accepting VacCon vs AuqaTech. In doing so we have placed emphasis on the following aspects:

- Sound of operations: As laid out in a previous email dated 4/26/2019, we were looking at the water pump configuration to meet a lower operating sound volume. The configuration in our specs were lifted from the Vactor. As field demonstrated by the VacCon, this goal is met by the auxiliary

engine configuration. This goal is also met by the AuqaTech equipment with the rear mount configuration as well, which moves the operator away from the sound of the operating engine.

- **Safety:** Along with the lower sound volume, we placed a considerable amount of weight on the operation of the “up down” boom extendibility of the vacuum system. I understand this to be proprietary to Vactor and have no problem taking this consideration off the table. Placement of the from jetting reel operation was considered with the “front mount vs rear mount” configurations. There are pros and cons to each but considering the rear mount reel configuration, in my view, places the operator in a position of either backing up to or driving over a manhole access requiring a spotter to do either to position the truck properly. In the case of positioning the truck for operating in “traffic flow”, if the access point is driven over to access the manhole, there is no buffer between the operator and oncoming traffic. If the truck is backed into place, the truck is positioned headed into oncoming traffic. Neither is a situation we prefer over the front mounted configuration. Having considered this, we stand firm on not accepting a rear mount reel configuration.
- **Performance:** As also stated in our specs, we requested a pump configuration lifted from Vactor which provides for a pulsation surge affect. This allows for the performance of cleaning to “provide a forward-acting nozzle surge when required to assist the nozzle in breaking through obstructions”. In theory, this also assist the nozzle in climbing steep grades which we experience in our system. Our “apples to apples” demonstrations with all the trucks allowed us to evaluate that performance. VacCon performed meeting and even exceeding expectations. The AuqaTech truck did not meet expectations and failed to be able to jet the line segment we used in the demo before running out of water. The truck is equipped with a Triplex pump without this pulsating action capability.
- **Customer assistance:** VacCon has agreed, see attached, to providing assistance to keep a truck in operation in the event of failure. I inquired about this with AquaTech and they said this would have to be discussed. This lends great confidence in the VacCon product and support in my opinion.

If there is any more clarification needed in accepting the VacCon’s bid, please feel free to contact me and we can set up a meeting. Also, thank you so much for all your help with this process.

Harvey Page

Wastewater/Stormwater

Maintenance Superintendent

City of Kingsport

P: 423-224-2581

HarveyPage@kingsporttn.gov



1113 Konnarock Rd.

Kingsport, TN 37664

www.kingsporttn.gov

| Exceptions | Aquatech | Specifications | Vac Con |
|------------|----------------|---|---|
| 18.7 | Single Port | Separate Ports | |
| 18.8 | 36000 | Tank 50K Yield/70K Tensile | |
| 18.9 | One Float Ball | Body shall have a float type automatic shut-off system protecting the Positive Displacement Blower with two 10" Stainless Steel Shut-Off balls located in the debris body. | Exceeds - One Stainless steel float and no cages. Exceeds due to positive seal vacuum breaker |
| 18.16 | | The debris body shall be equipped with a rear door drain to drain off excess liquids while retaining solids and shall include a manually operated six inch butterfly valve with 10' of lay flat fabric drain hose | 6" Knife Gate Valve |
| 18.17 | Dome Door | Flat Rear Door | |
| 18.18 | NA | Body Drain capable of Pneumatic Back Flushing | |
| 18.19 | NA | 6" Valve, Actuated, air operated vacuum relief system shall be located in the inlet of the vacuum system to allow the venting of the tank and relieve vacuum at the debris intake hose. | 3 Stage Fan |
| 18.2 | | Three Kunkel relief valves shall be included | NA |
| 19.1 | 1450 gal | 1500gal | |
| 19.4 | Poly Tanks | Aluminum | Poly Tanks |
| 19.5 | 285 | 150 | |
| 19.7 | Does Not Meet | Lower of Body Mounted Tanks | |
| 19.8 | Does Not Meet | Water Tanks Shall Not Elevate | |
| 19.12 | 4" | 6" | 4" |

| | | | |
|-------|---------------|--|---|
| 19.15 | | A 3" in-line Y Trap Monel stainless steel strainer shall be located between the water cells and water pump | NA |
| 19.21 | Chassis Tanks | The Air purge system shall utilize the truck chassis air compressor to fill a thirteen gallon aux air storage chamber with pressure gauge and pressure protection valves to isolate the holding tank from the chassis compressor | No |
| 20.1 | T Case Belt | 2 variable displacement PTO Pumps | |
| 20.2 | | The high pressure water pump shall be rated capable of continuous delivery of a minimum of 100gpm at 2500psi | 80gpm |
| 20.4 | NA | Digital Flow Water Meter | |
| 20.5 | NA | Flow Meter displays all Pump Operation Modes | |
| 20.9 | NA | Pulsation Mode | |
| 20.1 | NA | Pulsation Surge | |
| 20.11 | NA | No Air Induction | |
| 20.14 | NA | Nitrogen Charged accumulator Jackhammer system | NA |
| 20.15 | NA | 2.5 gallon capacity 1000-2500PSI | |
| 20.16 | | Two 1/2" high pressure ball valves shall be provided for draining the water pump and flushing sediment from the bottom of the pump. | NA |
| 20.19 | NA | Nozzle Storage Rack | |
| 21.1 | | Vacuum shall be provided by a positive displacement rotary lobe type blower driven via chassis engine and heavy duty split transfer case direct to the blower | Vacuum provided by 3 Stage Fan via hydrostatic pump driven via auxiliary engine |
| 21.2 | | The Blower shall be driven by the chassis engine and shall produce inlet volume of 4500CFM @ 0" hg @2500RPM, and 3650CFM @ 18" hg @ 2250RPM | 3 Stage Fan |

| | | | |
|-------|----------|--|---|
| 21.3 | | The chassis drive engine shall not have to exceed 1760RPM to obtain the above vacuum system specifications. | Auxiliary Engine |
| 21.5 | Vertical | Horizontal Silencer | |
| 21.6 | NA | Blower Tach/hour meter provided on front control screen | |
| 21.7 | | Full vacuum and/or combination shall be approx. 1750RPM of chassis drive engine to provide the most efficient use of Horsepower and fuel consumption. | Auxiliary Engine reduces overall fuel consumption |
| 21.8 | | The vacuum system shall have 3 relief valves, set at 18" hg, heavy duty horizontal mounted noise muffler, removable and cleanable stainless steel filter screen, and shall be enclosed with a steel cage guard for the safety of the operator. | 2 relief valves |
| 21.9 | NA | Transfer Case air activated 'One Touch' | |
| 21.1 | NA | Hot Shift Blower drive, including Transfer Case, Air Shift Control, Vacuum Relief, and Front control for Blower engagement. | |
| 21.11 | NA | Blower Shall be driven from the chassis engine utilizing transmission drive shafts and split shaft transfer case direct to blower. One Touch Control on the front control panel. | |
| 21.12 | | The blower drive mechanism shall be engaged and disengaged by an electrical switch located at the operator's station mounted on the front mounted hose reel | Shift Console ILO Switch |
| 21.14 | Single | Blower shall draw air from two separate ports | |
| 23.1 | 23.1 2 | Multi-View for up to four camera inputs | |
| 23.2 | NA | Manual selection of camera, except in reverse | |
| 23.3 | NA | Front hose reel color camera with 130° Viewing Angle | |

| | | | |
|--------------|---------------------------------|---|---|
| 23.5 | NA | Left and right side mounted color cameras with 130 ^ Viewing Angle | |
| 23.8 | NA | Automatic activation of side cameras when turn signal is activated. | |
| 24.6 | 10GPM | Hydraulic Pump Capacity no less than 40 GPM | |
| 24.8 | 25 Gal | Minimum 100 Gallon Capacity baffled Hydraulic Tank | 55 Gal |
| 24.11 | 10 | Hydraulic Tank shall incorporate a suction filter/screen with a flow capacity of 100 GPM | |
| 24.13 | NA | Hydraulic Pump shall be capable of 55GPM for each mounted in tandem pump | |
| 24.15 | NA | An oil to water heat exchanger shall be provided in the water system to cool all hydraulic fluids | |
| 24.21 | 1 year | Three year warranty on hoses | |
| 25.2 | Forward | Body dump controls, acc controls, e-stop control shall be provided at a central curb side location directly behind the cab of the truck | Omnibus Control System on Front Hose Reel |
| 25.3-25.5(F) | Not Available | Refer to specs | |
| 25.1 | NA | Electrical System to Self-Check | |
| 25.11 | NA | System Must lock out all controls when not in the Home Position | |
| 25.13 | NA | The joystick shall offer reel speed control that increases the further the joystick is moved in either direction | |
| 26.1 | 180 ^ Articulating Rear Mounted | Hydraulic Telescoping Rotating 800' Capacity hose reel | |
| 26.2 | Articulating Rear Mounted | Reel assembly shall be front direct frame mounted and shall telescope 15" forward down the centerline of the truck | Articulating Hose reel ILO Rotating |

| | | | |
|-------|---------------|---|-----|
| 26.3 | 180 | The entire reel assembly shall rotate 270 ^ | |
| 26.9 | NA | Hose reel shall rotate about the reel assembly centerline sho the reel shall never extend beyond the truck width | |
| 26.1 | NA | Operator Controls shall be accessible on both sides of the hose reel via a mounting station for the belly pack wireless remote control | NA |
| 26.11 | No Pinch | An automatic hose level wind scroll device shall be supplied to include an air-cylinder actuated pinch roller exerting downward pressure across full width of reel | |
| 26.12 | NA | The pinch roller must be activated via a one-touch backlit button with lighted feedback on the control panel | |
| 27.2 | 42" | Dump height minimum of 60" | 48" |
| 27.3 | 42" | Dump height of 60" must be achieved without scissor lift mechanism | 48" |
| 27.5 | 45 ^ | Body shall be dumped at a 50 ^ Angle | |
| 27.8 | 1 | Four dual vertical centrifugal seperators shall be installed in-line between the debris body and the air mover at a minimum of (2) per side | |
| 27.1 | Single Filter | A stainless Steel 30 micron filter shall be provided prior to the blower inlet and have a minimum of three removable cartridge style screens with bottom drain port | NA |
| 27.11 | NA | A debris inlet deflector shall be provided to evenly distribute the incoming debris within the debris body | |
| 27.14 | Dome | Industrial style, flat surfaced, tailgate door shall be hinged utilizing heavy duty steel pins | |

| | | | |
|-------|------------|---|----|
| 27.23 | NA | A combined visual and audible alarm shall be provided that shall alert operator or ground crew whenever debris body is being raised or lowered or the tailgate is being opened or closed | |
| 28.2 | Extendable | RDB Boom (Proprietary) | NO |
| 28.5 | Tank | The boom pedestal shall be directly mounted to the module sub-frame | |
| 28.7 | NA | The hose shall allow for vehicle transport with a five foot catch basin tube | |
| 28.1 | NA | Vacuum hose shall not rise with debris body when dumping the debris body | |
| 28.11 | NA | A sub-frame mounted cab guard shall be mounted behind cab with boom rest cradle | |
| 28.14 | 8" | The vacuum boom shall have a heavy-duty flexible hose assembly joining the transition pipe to the debris body and a 7" heavy duty hose at the suction end of the boom | |
| 28.15 | Extends | The moving boom hose shall be a minimum of 7"x 279" with yellow liner for durability. | |
| 28.16 | 4'6" | The boom hose shall hydraulically telescope a minimum of 10' forward from the operator's station storage position and shall have the ability to extend the hose downward 15' vertically without activating the hydraulic up/down function | |
| 28.2 | NA | A removable 4" diameter storage post to stabilize the lower boom hose during transport shall be provided and shall not interfere with raising the chassis hood. | |
| 29.4 | NA | A minimum of five vacuum tubes shall be stored utilizing curb side storage racks | |
| 29.5 | Clamps | All storage racks shall include quick release retainer handles, no bungees or clamps | |
| 29.6 | Bumper | A curb side, hydraulically operated, folding 3-pipe rack shall be provided,..... | |
| 29.1 | NA | A front bumper mounted toolbox toolbox 18x16x12 with 2 LED lights shall be provided | |

| | | | |
|---------|-----------------|---|----|
| 29.12 | Bumper curbside | Vacuum tube storage racks shall be provided: Curbside (2) Pipe, Rear Door (2) Pipe | |
| 29.22 | NA | A permanent laminated weatherproof data plate shall be installed on interior of the driver's door which shall specify the quantity and type of lubrication/coolant fluids used in the following chassis or body components: | |
| | | The following type and quantity of vacuum tools and accessories shall be provided | |
| 29.24 A | 8" | 7" x 3' aluminum pipe | 8" |
| 29.24 B | 6' x 8" | 7" x 5' Aluminum pipe | 8" |
| 29.24 C | 8" | 7" x 6'6" Aluminum Pipe | 8" |
| 29.25 | NA | A permanent laminated or engraved weatherproof lubrication plate shall be installed on the interior of the driver's door which shall specify the quantity and specific type of all hydraulic lubrication and cooling fluids used in the required operation of the chassis and/or body components to include the following: | |



AGENDA ACTION FORM

Approve Resolution to Terminate the Covenants and Restrictions for Miller Parke

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

Action Form No.: AF-252-2020
 Work Session: September 14, 2020
 First Reading: N/A

Final Adoption: September 15, 2020
 Staff Work By: Jessica Harmon
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The City of Kingsport is being asked to vote in favor of the termination of covenants and restrictions for Miller Parke in Sullivan County. Those covenants and restrictions were recorded in the Register of Deeds office in 1986 and apply to all the land embraced in Miller Parke. These restrictions were created by the original property owner who owned the majority of the land in the Eastern Star vicinity.

The City of Kingsport owns a lot at the intersection of Fordtown Road and Eastern Star Road where a pump station sits. One of the new property owners is seeking to terminate the covenants and restrictions by obtaining signatures from the 8 property owners who are encumbered by the restrictions. The restrictions state that a two-thirds majority of those encumbered must sign off on the termination. The City of Kingsport is one of those owners and the Mayor would need to sign the termination document if approved. Termination of the restrictions would not interfere with the City of Kingsport's use of its lot and furthermore, the City prefers that its zoning ordinances control the development and use of the property.

Attachments:

1. Resolution
2. Original Covenants & Restrictions Document
3. Termination Document

Funding source appropriate and funds are available: *my*

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

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

RESOLUTION NO. _____

A RESOLUTION TO VOTE IN FAVOR OF THE TERMINATION OF COVENANTS AND RESTRICTIONS AS A LOT OWNER IN THE MILLER PARKE DEVELOPMENT IN KINGSPORT, SULLIVAN COUNTY, TENNESSEE; AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPERTY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on May 5, 1998, the city acquired via warranty deed a lot measuring approximately 5,047.93 square feet from William P. Bailey and Elizabeth D. Bailey located in Miller Parke and being more particularly described in a warranty deed recorded in Deed Book 1311C, Page 350 in the Sullivan County Register of Deeds office; and

WHEREAS, the city acquired above said lot to install a pump station thereon; and

WHEREAS, the lot acquired was encumbered by covenants and restrictions which control the development, aesthetics, and maintenance of all the real property embraced in Miller Parke and which covenants and restrictions are recorded in Deed Book 491C Page 693 in the Sullivan County Register of Deeds office; and

WHEREAS, the covenants and restrictions may be terminated by a vote of two-thirds of the lot owners in Miller Parke; and

WHEREAS, a certain portion of real property within Miller Parke has already been released from the covenants and restrictions as evidenced by a release recorded in Book 1148C Page 552 in the Sullivan County Register of Deed's office; and

WHEREAS, certain lot owners desire to terminate the remaining restrictions; and

WHEREAS, the termination will not inhibit the use of the city's property and will eliminate additional land use requirements; and

WHEREAS, termination of the restrictions will not interfere with the use of the lot as a pump station site and furthermore the zoning ordinances enacted by the city sufficiently govern the development and use of the land situated in Miller Parke and are the preferable controls for land use and development.

Now therefore,

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

SECTION I. That the city votes in the affirmative to revoke the covenants and restrictions for Miller Parke as recorded in Deed Book 491C, Page 693 in the Sullivan County Register of Deed's office.

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 document entitled "Termination of Covenants and Restrictions Miller Parke – Sullivan County, Tennessee"

and all other documents necessary and proper to effectuate the purpose of said termination or this resolution, the form of said Termination of Covenants and Restrictions Miller Parke – Sullivan County, Tennessee being generally as follows:

This instrument prepared by: Young, Williams & Ward, PC 300 Montvue Road Knoxville, TN 37919 (865) 637-1440

Prior Recording References: Book 491C, Page 693, and Book 1148C, Page 552, Sullivan County, Tennessee

**TERMINATION OF COVENANTS AND RESTRICTIONS MILLER PARKE – SULLIVAN
COUNTY, TENNESSEE**

This Termination of Covenants and Restrictions: Miller Parke – Sullivan County, Tennessee (this "Termination") is made and declared as of _____, 2020, by the signatories hereto (collectively, the "Consenting Lot Owners").

RECITALS

WHEREAS, William P. Bailey, Jr. and Elizabeth D. Bailey (collectively, the "Baileys") previously recorded those certain Covenants and Restrictions: Miller Parke – Sullivan County, Tennessee, of record in Book 491C, Page 693, in the Register's Office of Sullivan County, Tennessee (the "Restrictions"), encumbering certain real property located in Sullivan County, Tennessee (the "Property");

WHEREAS, the Baileys and Miller Parke Development Association, Inc. previously executed and recorded that certain Release of record in Book 1148C, Page 552, in the Register's Office of Sullivan County, Tennessee, releasing a portion of the Property from the Restrictions;

WHEREAS, the Restrictions provide that they may be changed, in whole or in part, by vote of a two-thirds (2/3) majority of the owners of lots comprising that portion of the Property that is currently encumbered by the Restrictions;

WHEREAS, the Consenting Lot Owners comprise a two-thirds (2/3) majority of the owners of lots comprising that portion of the Property that is currently encumbered by the Restrictions; and

WHEREAS, the Consenting Lot Owners wish to terminate the Restrictions;

NOW, THEREFORE, the Consenting Lot Owners hereby terminate the Restrictions in their entirety so that said Restrictions henceforth have no further force or effect.

IN WITNESS WHEREOF, the undersigned Consenting Lot Owners have executed this Termination as of the date first set forth above.

The below Consenting Lot Owner owns the following lot: Tax Map 120, Parcel 003.40 CITY OF KINGSPORT, a municipal corporation of the State of Tennessee

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, safety, and welfare 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 15th day of September, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

49429

BOOK 491C 693

COVENANTS AND RESTRICTIONS

MILLER PARKE - SULLIVAN COUNTY, TENNESSEE

We, the undersigned, hereinafter called Developer, the owners of all the land embraced in MILLER PARKE, a tract of property located in the 14th Civil District of Sullivan County, Tennessee, more particularly described as set forth on Exhibit A attached hereto, do hereby declare that the Covenants and Restrictions hereinafter set out shall be and the same are made applicable to said property within Miller Parke, and shall be binding upon the undersigned, their heirs and assigns, as follows:

Effective Date: These Covenants and Restrictions are to take effect immediately upon all parties and persons claiming under them until January 1, 2000. At such time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years each unless by vote of two-thirds majority of the then owners of the lots therein, it is agreed to change said Covenants and Restrictions in whole or in part. Such changes shall be made by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the Register's Office for Sullivan County, Tennessee, after January 1, 2000.

ARTICLE I - DEVELOPMENT ASSOCIATION

Approval authority for all land use, construction, alteration or modification of structures within the boundaries of Miller Parke shall be vested to Miller Parke Development Association, Inc., whose address is 403 East Market Street, Johnson City, Tennessee 37601. Miller Parke Development Association, Inc. is a non-profit Tennessee corporation that has been established by William P. Bailey, Jr., and said corporation shall act by and through its Design Review Committee (the Committee).

The term of Miller Parke Development Association, Inc. shall be perpetual or until terminated by a 2/3 majority vote of the property owners, provided such termination does not occur prior to January 1, 2000.

The Design Review Committee shall consist of the following: (1) Two representatives designated by the developer, (2) An architect appointed by the Developer, and (3) A representative elected yearly by the property owners to serve a one year term.

ARTICLE II - DESIGN CONTROL

In order to afford maximum protection to all property owners in Miller Parke, and to assure conformity to the aesthetic and environmental standards, approval of the Design Review Committee shall be granted for all land use and construction activities in at least two phases, preliminary and final, and at such additional times in a project development schedule as the Committee may deem appropriate. No construction shall commence prior to receiving the final approval of the Committee.

ARTICLE III - DESIGN REVIEW COMMITTEE AND PROCEDURES

Miller Parke Development Association, Inc. shall establish a Design Review Committee empowered to enforce, alter, modify and administer all provisions of the Covenants and

300491C 694

Restrictions. The Committee shall perform all specified functions through the period the Covenants and Restrictions run with the land.

The Design Review Committee, and/or their designated representatives, shall be available for consultation with property owners, for review of proposed construction and land use within a reasonable time following request for such meeting(s).

Any construction, alteration, or modification of any building, improvement, appurtenance, or landscaping must have the approval of the Design Review Committee. Preliminary project approval may be granted only after a pre-design conference.

Interim project approval may be extended immediately following the pre-design conference, or at such times as the Design Review Committee and/or its representatives may deem appropriate.

The Committee may grant Final Approval only after a review of all project plans and specifications, landscape plans, site plans, and architectural renderings. No actual construction may begin by or on behalf of any owner prior to receipt of Final Approval by the Committee.

The Committee shall within thirty (30) days following the submission of final plans, specifications, and renderings advise the owner, or prospective owner, of their approval or disapproval of all such items. In the event of disapproval, the Committee shall stipulate those changes or alterations which shall be requisite for Final Approval. Such approval or statement of stipulations shall be forwarded in writing to the owner, or prospective owner, at the last known address of record, or shall be hand delivered to appropriate representative parties. In the event of failure by the Design Review Committee to advise the appropriate parties within the specified period of time of disapproval or objection to any feature(s) of the plans, specifications, or renderings submitted for review, the Implied Approval of the Committee shall be conclusively presumed to have been granted. Notice by the committee of approval or disapproval shall be deemed to have been given at the time a sealed envelope properly addressed, with postage prepaid, is posted in the United States mail, registered or certified. Personal delivery of such notice to appropriate parties shall be deemed to have been given at the time of such delivery.

ARTICLE IV - MAINTENANCE

Each owner shall be responsible for safe, clean and attractive maintenance of all lands, buildings, improvements, appurtenances and landscaped areas on properties to which title is held. This includes the provision of the maintenance required to preserve the integrity of all lawns and plantings shown on the landscape plan. Any plant shown on the landscape plan shall be maintained in a vigorous growing condition with any dead or dying plant material being promptly replaced with comparable specimens. The Design Review Committee shall reserve the right to perform, or cause to be performed, such maintenance which any owner may fail to perform pursuant to appropriate notice. All such expenses incurred by the Design Review Committee under these provisions shall be promptly reimbursed by the owner.

MAINTENANCE PERFORMANCE: If, in the judgment of the Design Review Committee, any owner(s) of property within the boundaries of Miller Parke shall fail to maintain all land, buildings, appurtenances, and/or landscape development to which such owner holds title, in accordance with the Guidelines for Development, the Design Review Committee shall give prompt

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notice of such failure. Such notice may be deemed to have been given by certified or registered mail, properly addressed to the last address of record of such owner, postage prepaid, and delivered in the United States mail. In the event that such owner(s) shall continue to fail to commence such maintenance within fifteen (15) days following notice, or shall refuse to perform such maintenance, the Committee expressly reserves the right to perform, or cause to be performed, the maintenance required. All such maintenance performed, or caused to be performed by the Design Review Committee shall be at the expense of the owner(s). All billings for reimbursement of the Design Review Committee for maintenance performed shall be payable within thirty (30) days from the date of billing. All billing for reimbursement may be delivered to the owner(s) in the identical manner specified above for delivery of notices. If such billings are not paid in full within thirty (30) days following appropriate billing, the Design Review Committee may institute appropriate action to enforce the collection of such amounts, together with interest from the billing date at the highest then permissible rate under the laws of the State of Tennessee. If suit is brought for the collection of such indebtedness, the owner(s) shall be liable for reasonable attorney's fees, and all costs of suit. All sums to become owing by the owner(s) under this paragraph may be secured by a lien upon the subject properties, which lien may be foreclosed in any legal manner. Such lien, shall, however, be inferior to any vendor's lien, mortgage or Deed of Trust of record at the time foreclosure proceedings are instituted. Developer shall not be under any duty, responsibility or obligation to do or perform any act in connection with the maintenance and upkeep of the Subject Tract or any part thereof, buildings, improvements and appurtenances and landscaping thereon, and shall not be liable to any persons whomsoever in connection therewith. All rights of the Committee under this paragraph are optional and not obligatory, and shall not impose any duty or obligation on the Committee or Developer.

ARTICLE V - ENFORCEMENT, VALIDITY AND MODIFICATIONS

No delay in enforcing the Covenants and Restrictions herein contained as to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same, to obtain relief against or recovery for continuation or repetition of such breach or violation or of any similar breach or violation thereof at any later time or times.

Upon purchase of a parcel of property in Miller Parke the purchaser must submit to the Committee within one year from date of purchase, a plan showing the proposed building and layout. The purchaser then has one additional year upon the receipt of approved plans to secure a building permit and begin construction on the parcel. If the purchaser does not meet the above time schedule, William P. Bailey, Jr., his heirs and assigns, may upon written notice claim title to the property by purchasing the tract at no more than its original purchase price from William P. Bailey, Jr.

All questions of interpretation of the Covenants and Restrictions shall be resolved by the Committee. Invalidity or unenforceability of any one or more of the Covenants and Restrictions or any part or parts of any situation shall in no way affect or invalidate the other Covenants and Restrictions or other parts of such Covenants and Restrictions or the application thereof to other circumstances but, to the contrary, all Covenants and Restrictions herein contained shall remain in full force and effect during the term herein specified to the

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full extent and to all circumstances which may be legally enforceable.

The Committee expressly reserves the right to inspect, during normal business hours, all premises within Miller Parke during the period of construction, alteration, or modification, to determine that all such activity is being conducted in accordance with plans and specifications submitted at the time of Final Approval. No deviation from such approved plans and specifications may be allowed without the express approval of the Committee. In the absence of bad faith on the part of the Committee, its judgments and decisions shall in all instances be final and conclusive. Neither the Committee, nor any member thereof, shall be liable to any person under any theory or circumstance in connection with its approval or disapproval of any drawings, plans, or specifications including, without limitation, any liability based on the soundness of construction, adequacy of drawings and specifications, or otherwise.

The Committee may make recommendations to the Developer for modifications in these Covenants and Restrictions and Developer hereby retains the right to make such modifications as they deem in the best interests of the Miller Parke Development. No party shall be charged with notice or injury in connection with any amendment or modification of these Covenants and Restrictions until and unless the instrument embodying the same shall be actually filed for record in the office of the Register of Sullivan County, Tennessee.

ARTICLE VI - GUIDELINES FOR DEVELOPMENT

Section 6.1 shall not impose any duty or obligation on the
A. PRE-DESIGN CONFERENCE

Before development of any parcel(s) of property located within the boundaries of Miller Parke, there shall be held a pre-design conference to review the following:

1. Site Development : including rights of ways, building setbacks, utility and drainage easements.
2. Densities and Open Space: site coverage and utilization by land use applications.
3. Site Plans: showing building orientation, location of drives, sidewalks, service areas, storage areas, and loading docks, location and number of parking spaces and other site improvements. Plans shall be at a scale of at least 1" = 50'.
4. Architectural Controls: including facade treatments, material samples and preliminary building plans.
5. Parking: to meet at least minimum requirements, with tentative site plans.
6. Grading and Drainage: including grading plans with drainage structures and provisions for stormwater detention (as required by county regulations), erosion and sedimentation control.
7. Service: location and extent of service areas such as loading docks, storage yards, etc. along with methods of screening and access.
8. Nuisance Controls: provisions for waste disposal, noise abatement and dust, smoke and odor control.

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9. Landscaping: location and extent of landscape plantings and grassing with plans for maintaining the landscape development.

10. Lighting: general outdoor lighting plans, surface parking lighting and exterior illumination plan.

11. Signs and Graphics: including temporary and permanent company identification, informational and directional sign plans.

A plan for final presentation to the Committee will be outlined by the Committee at the pre-design conference. The final plans, specifications and submittals may also include other information as deemed necessary by the Committee to communicate design intent.

Following discussions and presentations based upon the materials indicated above, the Committee may extend Preliminary Approval to cover the concepts presented or may indicate a requirement for further refinement and revision of such concepts prior to granting of Preliminary Approval.

B. SITE DEVELOPMENT

These requirements are in addition to the Southern Building Code, the National Electric Code, and any other local, state or federal agency requirements. In the event of a conflict, the most restrictive requirement will govern. In particular, refer to the City of Kingsport zoning text, current edition for requirements of the different zoning classifications present in Miller Parke.

The building setbacks shown should be considered as minimums. Property owners are encouraged to vary the setbacks of structures where site conditions permit to provide for visual variety and interest along the roadways. As a general rule, the front building setback should be 50' or at least equal to the height of the building, whichever is greater.

Setbacks for parking lots shall be a minimum of 15' on the front and 8' minimum on the side except for corner lots where a 10' minimum parking setback will apply.

Setbacks: No building shall be located within 50' of the front property line, and 25' from the side and rear property line for any individual parcel.

Accessory Buildings: Accessory buildings shall be located at least 25 feet from a principal building.

Minimum Lot Width: The minimum width of lots for all uses, except residential, shall be 150' measured along the front street setback line.

C. SITE COVERAGE

DENSITY

The percentages shown are the maximum building areas at ground level (except no area occupied by a separate structure used entirely for parking shall be included in the calculation as a part of the building).

OPEN SPACE

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The percentage shown for open space shall be the minimum acceptable open space exclusive of drives, streets or paved parking areas.

| USER | DENSITY | OPEN SPACE |
|---------------------------|---------|------------|
| Office | 40% | 25% |
| Commercial | 40% | 20% |
| Distribution and Assembly | 50% | 25% |
| Residential | 60% | 20% |

D. ARCHITECTURAL CONTROLS

It is not the intent of these architectural controls to limit architectural styles and the creativity of the designer, but rather to provide for a minimum standard of appearance. All buildings shall conform to the standards required by the National Electric Code or their successors; or by Sullivan County, the State of Tennessee, and by the health department regulations of Sullivan County or the State of Tennessee.

Front walls and one-third of the side walls divided vertically nearest the front wall shall be finished in brick, pre-cast or cast in place concrete textured panels, wood, stone, or other materials which are acceptable to the Design Review Committee. When walls other than the front walls, as described above, are constructed of lightweight aggregate or concrete blocks, unless such walls are finished in stucco, gunite or equivalent, the joints shall be rubbed down and covered sufficiently with standard waterproofing paint.

The use of metal sided buildings is acceptable provided the facade and side walls are constructed as specified above. Adequate structural components must be furnished to impede the view of HVAC or other equipment located on the roof of any building.

All utilities shall be placed underground.

E. PARKING

Drives: Driveways shall be extended to the existing or projected streets even though part of this construction is on the street right of way. Joint use drives are desirable wherever possible in order to minimize the number of curb cuts. These drives will be located on property lines wherever possible with each adjoining owner sharing in the construction cost.

Graphics: Approved graphics will be used to help orientate vehicular as well as pedestrian traffic.

Lighting: Vehicular lighting (surface parking lot), pedestrian lighting, walkways and landscape accent lights will be part of the landscaping plan submitted. Lights should be located and arranged so as to reflect the light away from any street and any adjacent premises. The wiring for all lighting will be underground.

Paving: All driveways and parking lots will be surfaced with asphalt, concrete or equivalent coatings acceptable to the Design Review Committee.

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Front Setbacks: Only visitor parking and drop-off lanes will be allowed in the immediate front of the building. A minimum of 15' parking setback will be required on all building fronts and 8' parking setback on side yards. No parking area shall be located within 15' of any building or structure. See section on SITE DEVELOPMENT.

Landscaping: Careful attention should be paid to the landscaping within the parking areas. A minimum of one tree is required in parking lot islands for each ten parking spaces. (see LANDSCAPING Section). A minimum of 50 spaces is permitted in a row without an aisle being provided.

MINIMUM PARKING REQUIREMENTS

| Number of Car Spaces | Per |
|-------------------------|-----------------------------------|
| 1.00 | 200 Sq. Ft. - Gross Area - Office |
| 1.50 | Hotel Room |
| 1.00 | Motel Room |
| .50 | Theater Seat |
| 1.00 | 200 Sq. Ft. - Gross Retail |
| .66 | Restaurant/Cafeteria Seat |
| .66 | Employee in Warehouse |
| 1.00 | Per Employee |
| 2.00 | Multi Family Unit |
| 2.00 | Single Family Unit |

The parking requirements are for guideline use only. Because of the varying types of use, specific requirements will be set by the Design Review Committee.

F. GRADING AND DRAINAGE

Owing to the rolling character of Miller Parke, some uses may require significant site grading. The owner should limit the disruption of the natural topography and drainage systems to a minimum. The use of varying buildings finish floor elevations, terraced parking lots, and other creative site design solutions are encouraged.

Stormwater detention and erosion and sedimentation control are required for each parcel. Site stormwater systems shall be designed so that after development, stormwater runoff does not exceed the undeveloped runoff. The Soil Conservation Service method of calculation for runoff shall be acceptable. Creative solutions to stormwater detention such as parking lot and underground storage are encouraged.

Traditional detention basins should be designed as broad swales with side slopes not exceeding 3:1. The sides and bottoms of such basins shall be maintained under a cover of grass, and the inclusion of trees and subordinating plantings necessary to provide a natural appearance is required.

The owner shall provide such means as necessary to insure that sediment does not leave the parcel during construction operations. In the event that sediment does accidentally encroach on the roadways or adjacent property, the owner shall, at his own expense, promptly remove and clean up such sediment, leaving the area clean and in its original condition.

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The maximum grade of cut or fill slopes shall not exceed 2.5:1 (horizontal:vertical). All such slopes shall be stabilized immediately after grading is complete by seeding with grass or other cover acceptable to the Design Review Committee. Such slopes shall be mowed or otherwise maintained to provide a neat appearance.

Consult the City Engineer of the City of Kingsport for additional requirements not herein contained.

G. SERVICE AREAS

Service areas, such as loading docks, storage areas, etc., will not be permitted to face any street. All refuse, trash and garbage shall be kept in screened areas in the rear of the building and enclosed in such a manner as not to be visible from the street or the adjoining tract at ground level.

All service areas must be screened from public view by means of landscaping, earth depression berms or solid free standing walls, compatible with building exterior materials.

Structures and Equipment: Water towers, storage tanks, processing equipment, stand fans, communication towers, vents, and any other structure or equipment shall be architecturally concealed or effectively shielded from public view by an architecturally sound method.

H. NUISANCE CONTROLS

The purpose of these nuisance controls is to insure that each member of the Miller Parke Development strives to design a facility which will in no way disturb or interfere with neighboring properties and to insure that the tranquil environment is maintained.

Fire and Explosion Hazards: All activities shall be carried on only in structures which conform to the standards of the National Board of Fire Underwriters concerning the plant operation and storage of explosive raw materials, fuels, liquids and finished products.

Radioactivity: All activities located within this zone shall comply with Title 10, Chapter 2, Part 20, Code of Federal Regulations, "Standards for Protection Against Radiation."

Smoke, Fumes, Gases, Dust, Odors: There shall be no excessive emission of any smoke, fumes, gas, dust, or odors. These and any other atmospheric pollutant which is detectable to the human senses at the boundaries of the lot occupied by such use is prohibited. In any case, the limit of such emission of air pollutants shall be subject to the approval or acceptance by Sullivan County and/or the State of Tennessee.

Vibration: There shall be no vibration which is discernible to the human sense of feeling beyond the immediate site on which such use is conducted.

Noise: There shall be no operational industrial noise measured from any point on the property line of the lot on which the industrial operation is located which shall exceed the values given in the following table in any octave band of frequency. The sound pressure level shall be measured with a Sound Level Analyzer that conforms to the specifications published by the "American Standard Sound Level Meters for

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Measurements of Noise and Other Sounds" Z24.3-1944, American Standards Association, Inc., New York, New York, and "American Standard Specifications for an Octave Band Filter S for the Analysis of Noise and Other Sounds" Z24-10-1953, American Standards Association, Inc., New York, New York.

| Frequency Band in Cycles per Second | Sound Pressure Level Decibels |
|--|----------------------------------|
| 0-75 | 65 |
| 75-150 | 50 |
| 150-300 | 44 |
| 300-600 | 38 |
| 600-1200 | 35 |
| 1200-2400 | 32 |
| 2400-4800 | 29 |
| Above 4800 | 26 |

Liquid or solid wastes: the discharge of untreated industrial wastes into a stream or open or closed drain is prohibited. All methods of sewage and industrial waste treatment and disposal shall be approved by the Sullivan County and Tennessee State Health Departments. More specifically, all sanitary and process liquid waste must be discharged into the sanitary sewage system. The volume, quality and strength of all liquid waste discharged into the sewer shall be in strict accordance with the regulations of the City of Kingsport.

I. LANDSCAPING

Projects within the boundaries of Miller Parke will be expected to appropriate a reasonable amount of their budget to insure a high quality landscaped project. The landscape plan for the building should complement both the building structure itself and Miller Parke as a whole. A landscape plan prepared by an architect, acceptable to the Design Review Committee, shall be submitted to the Design Review Committee for approval. Requirements for landscape development shall be as follows:

1. Any surface area, not covered by building, driveway, or parking will be landscaped.
2. The saving of existing vegetation, particularly trees, is of prime importance. Credit will be given toward the required number of trees to be included in the landscape for saving existing trees on the site.
3. Street Trees: Each owner shall provide a street tree at fifty (50) feet minimum on center or fraction thereof above twenty-five (25) feet along the front property line of any parcel. These trees shall be a minimum of 2 1/2" in caliper of large deciduous species to be designated by the Design Review Committee. The intent of this requirement is to provide a unified, boulevard effect along all roadways.
4. Parking Area Perimeter: Parking areas are required to have a perimeter planting strip of at least 8 feet abutting public rights of way or lot lines. The planting strip shall include at least one (1) deciduous tree for each fifty (50) linear feet or fraction thereof above twenty-five (25) feet.
5. Parking Area Interior: The owner shall provide one tree (2 1/2" caliper or larger) in parking lot islands or center strips for each ten (10) parking spaces. As a general guide, 5% of the total paved area should be dedicated as landscaped area within the parking lot.

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The design of plantings should respond not only to physical site characteristics and environmental conditions, but also to the creation of an exterior living environment which fosters productivity and pride in the workplace. The inclusion of large deciduous and evergreen trees and broad masses of shrubs and groundcovers is preferred over wide varieties of shrubs and small trees.

The screening of parking lots through the use of earth berms and plantings is encouraged. All service and storage areas must be screened with a 6' opaque fence or dense evergreen shrubs which will have a mature height of 6'.

All unimproved land shall be seeded with grass and maintained according to maintenance standards acceptable to the Design Review Committee. The use of landscape lighting is encouraged and is to conform to the section of LIGHTING.

J. LIGHTING

Due to the infinite variety of fixtures involved and in order to maintain enough flexibility in the layout design to accommodate different uses and conditions, the Design Review Committee of Miller Parke will require that a plan be submitted at the time of Preliminary Plan submittal. This Lighting Plan should describe exterior illumination layout and tentative fixture selection.

Surface Parking Illumination: A surface Lighting plan must meet the following minimum design criteria:

1. Good visibility with a minimum of glare. Especially avoid spill light on adjacent property and fronting streets.
2. Uniform illumination intensity is desirable throughout large areas.
3. Accent illumination at key points such as entrances, exits, loading zones and collector lanes.

Exterior Illumination: Exterior Building Illumination will meet the following minimum design criteria:

1. Conceal sources of illumination.
2. Aim sources of illumination so as not to disturb adjacent Properties and street traffic safety.
3. No colored lights will be allowed without the permission of the Design Review Committee.
4. The use of landscape lighting, especially tree uplighting is encouraged.

K. SIGNS AND GRAPHICS

All signs and graphics must be approved in writing in advance by the Design Review Committee and conform to the sign ordinance for the City of Kingsport, Tennessee. Any signs or graphics which are erected without prior approval by the Design Review Committee may be removed by the said Committee at the expense of the Owner and/or Lessee.

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IN WITNESS WHEREOF, the Developers hereunto set their
signatures on this 1st day of May, 1986.

William P. Bailey, Jr.
WILLIAM P. BAILEY, JR.

Elizabeth D. Bailey
ELIZABETH D. BAILEY

STATE OF TENNESSEE

COUNTY OF WASHINGTON

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, WILLIAM P. BAILEY, JR. and wife, ELIZABETH D. BAILEY, the within named bargainors, with whom I am personally acquainted (or proved to me upon the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in the State and County aforesaid this 1st day of May, 1986.

William A. Miller
Notary Public

My Commission Expires:

10-25-88



EXHIBIT "A"

14th Civil District, Sullivan County, Tennessee:

PARCEL NO. I:

0491C 704

BEGINNING at a point at the intersection of the northerly line of Fordtown Road with the easterly line of U. S. Highway 23; thence with the easterly line of said Highway 23, on a curve to the left having a radius of 4,242.56 feet, an arc distance of 489.06 feet to a concrete highway monument; thence N. 08-02-21 E., 217.22 feet to a concrete highway monument; thence on a curve to the left having a radius of 4,302.56 feet, an arc distance of 525.65 feet to a concrete highway monument; thence on a new line through the Bailey property, N. 62-41-51 E., 847.30 feet to an iron pin; thence N. 49-05-44 W., 2,275.30 feet to an iron pin; thence with the westerly line of a 100 foot T.V.A. Power Line Easement, N. 17-50-31 W., 598.83 feet to an iron pin; thence with the line of McAmis and Bell, four courses and distances as follows: N. 87-01-40 E., 648.51 feet to a fence corner; thence S. 63-31-54 E., 61.40 feet to a fence corner; thence N. 89-11-49 E., 437.75 feet to a planted stone; thence S. 51-25-44 E., 790.90 feet to a fence post; thence with the line of Barker, four courses and distances as follows: S. 44-40-43 W., 701.76 feet to a fence post; thence S. 33-11-49 W., 438.16 feet to a fence post; thence S. 34-57-06 W., 500.53 feet to a fence post; thence S. 17-08-17 E., 395.45 feet to a point in the northerly line of Fordtown Road; thence with the northerly line of Fordtown Road, the following courses and distances as follows: on a curve to the left having a radius of 488.02 feet, an arc distance of 89.24 feet to a point; thence S. 62-17-54 W., 1,631.91 feet to a point; thence S. 61-44-03 W., 1,527.64 feet to the point of the BEGINNING, and containing 126.3438 acres, more or less, all according to a survey by Clark and Associates, dated March 12, 1985.

PARCEL NO. II:

BEGINNING at a point in the westerly line of a 100 foot T.V.A. Power Line Easement, corner to property of Calvary Freewill Baptist Church, said point lying in the southerly line of Fordtown Road; thence with the line of said Church, S. 17-50-31 E., 366.78 feet to an iron pin; thence with the line of Agner, S. 41-13-55 W., 321.47 feet to a fence corner; thence with the lines of Zimmerman, Needham, Applegate and Fields, S. 42-21-05 W., 1,561.46 feet to a planted stone; thence with the line of Peters, S. 41-37-51 W., 831.64 feet to a fence corner; thence S. 31-37 W., 204.22 feet to a planted stone; thence on a new line through the W. P. Bailey land, N. 63-32-40 W., 490.69 feet to a fence corner; thence with the line of Armstrong Construction Company, N. 51-51-47 W., 213.54 feet to a fence corner; thence N. 29-16-26 W., 166.35 feet to an iron pin; thence N. 41-53-45 W., 79.19 feet to an iron pin; thence N. 83-44-47 W., 214.32 feet to a point; thence with the easterly right of way line of U. S. Highway 23, N. 20-25-52 E., 45.81 feet to a point; thence N. 26-57-51 E., 139.49 feet to a concrete monument; thence N. 18-38-05 E., 53.58 feet to a concrete monument; thence N. 02-57-25 E., 127.77 feet to a concrete monument; thence N.

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14-05-34 W., 113.09 feet to a concrete monument; thence N. 28-15-57 W., 76.91 feet to a point; thence with the southerly line of Fordtown Road, three courses and distances as follows: N. 61-44-03 E., 1,376.05 feet to a point; thence N. 62-17-54 E., 1,631.66 feet to a point; thence on a curve to the right having a radius of 438.02 feet, an arc distance of 75.87 feet to the point of the BEGINNING, containing 64.7178 acres, more or less, all according to a survey by Clark and Associates, dated March 12, 1985.

PARCEL NO. III:

To find the point of beginning, BEGIN at a point at the intersection of the northerly line of Fordtown Road with the westerly line of U. S. Highway 23; thence with the northerly line of Fordtown Road, on a curve to the right having a radius of 707.35 feet, an arc distance of 35.28 feet to a point; thence on a curve to the right having a radius of 25 feet, an arc distance of 44.84 feet to a point; thence with the northeasterly line of a proposed 80 foot right of way, N. 37-51-39 W., 519.34 feet to a point; thence on a curve to the right having a radius of 2,655.40 feet, an arc distance of 241.54 feet to an iron pin; the POINT OF THE BEGINNING; thence on a curve to the right having a radius of 2,655.40 feet, an arc distance of 350.82 feet to a point; thence S. 64-55-14 W., 80 feet to a point; thence with the southwesterly line of the proposed 80 foot right of way, on a curve to the left having a radius of 2,735.40 feet, an arc distance of 610.21 feet to a point; thence S. 37-51-39 E., 240.70 feet to an iron pin; thence leaving said southwesterly line of said 80 foot right of way, S. 63-40-22 W., 108.72 feet to an iron pin; thence S. 57-27-17 E., 1,018.96 feet to an iron pin; thence with the northerly line of Fordtown Road, S. 89-25-43 W., 97.72 feet to a point; thence on a curve to the right having a radius of 1,080.60 feet, an arc distance of 118.33 feet to a point; thence leaving said northerly line of Fordtown Road, N. 11-32-09 E., 380.66 feet to an iron pin; thence with the line of Childress, four courses and distances as follows: N. 45-28-37 E., 420.05 feet to a planted stone; thence N. 26-56 W., 633.12 feet to a fence corner; thence N. 30-53-05 E., 420.60 feet to a fence corner; thence N. 51-12-56 W., 306.58 feet to a utility pole; thence with the southerly line of Interstate Highway 81, N. 53-59-52 E., 425.33 feet to a concrete monument; thence N. 80-08-12 E., 294.04 feet to a concrete monument; thence S. 76-23-15 E., 393.29 feet to a concrete monument; thence with the westerly line of U. S. Highway 23, S. 41-55-23 E., 255.30 feet to a concrete monument; thence on a curve to the right having a radius of 3,892.56 feet, an arc distance of 428.01 feet to a concrete monument; thence S. 18-33-46 E., 178.86 feet to an iron pin; thence S. 67-45-52 W., 501.30 feet to the point of the BEGINNING, containing 39.5983 acres, more or less, all according to a survey by Clark and Associates, dated March 12, 1985.

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PARCEL NO. IV:

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BEGINNING at a point in the southerly line of Fordtown Road, corner to property of East Tennessee Natural Gas Company; thence with the line of said gas company, S. 29-42-30 W., 506.87 feet to an iron pin; thence S. 04-45-21 W., 563.95 feet to a planted stone; thence N. 83-12-24 W., 778.81 feet to a fence post; thence with the line of Childress, N. 82-43-48 W., 840.29 feet to a planted stone; thence N. 44-15-03 E., 1,337.93 feet to a point; thence with the southerly line of Fordtown Road, five courses and distances as follows: on a curve to the left having a radius of 1,130.60 feet, an arc distance of 348.90 feet to a point; thence N. 89-25-43 E., 225.45 feet to a point; thence on a curve to the right having a radius of 543.67 feet, an arc distance of 196.53 feet to a point; thence S. 69-51-32 E., 100.76 feet to a point; thence on a curve to the left having a radius of 2,479.38 feet, an arc distance of 121.09 feet to the point of the BEGINNING, all according to a survey by Clark and Associates, dated March 12, 1985.

Sullivan County, Tenn. Register of Deeds: Received for record on the 9 day of
May, 1986 at 8:30 M. Noted in Note Book 70 Page 174
Mary Duncan
Register

This instrument prepared by:
Young, Williams & Ward, PC
300 Montvue Road
Knoxville, TN 37919
(865) 637-1440

Prior Recording References:
Book 491C, Page 693, and
Book 1148C, Page 552,
Sullivan County, Tennessee

**TERMINATION OF COVENANTS AND RESTRICTIONS
MILLER PARKE – SULLIVAN COUNTY, TENNESSEE**

This Termination of Covenants and Restrictions: Miller Parke – Sullivan County, Tennessee (this “Termination”) is made and declared as of _____, 2020, by the signatories hereto (collectively, the “Consenting Lot Owners”).

RECITALS

WHEREAS, William P. Bailey, Jr. and Elizabeth D. Bailey (collectively, the “Baileys”) previously recorded those certain Covenants and Restrictions: Miller Parke – Sullivan County, Tennessee, of record in Book 491C, Page 693, in the Register’s Office of Sullivan County, Tennessee (the “Restrictions”), encumbering certain real property located in Sullivan County, Tennessee (the “Property”);

WHEREAS, the Baileys and Miller Parke Development Association, Inc. previously executed and recorded that certain Release of record in Book 1148C, Page 552, in the Register’s Office of Sullivan County, Tennessee, releasing a portion of the Property from the Restrictions;

WHEREAS, the Restrictions provide that they may be changed, in whole or in part, by vote of a two-thirds (2/3) majority of the owners of lots comprising that portion of the Property that is currently encumbered by the Restrictions;

WHEREAS, the Consenting Lot Owners comprise a two-thirds (2/3) majority of the owners of lots comprising that portion of the Property that is currently encumbered by the Restrictions; and

WHEREAS, the Consenting Lot Owners wish to terminate the Restrictions;

NOW, THEREFORE, the Consenting Lot Owners hereby terminate the Restrictions in their entirety so that said Restrictions henceforth have no further force or effect.

[SIGNATURE PAGES FOLLOW]

The below Consenting Lot Owner owns the following lots:
(1) Tax Map 106, Parcel 025.10, and (2) Tax Map 106, Parcel 025.20

TVS PROPERTIES, a Tennessee general
partnership

By: _____
Michael R. Duncan, General Partner

By: _____
Timothy W. Simounet, General Partner

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public, of the state and county aforesaid, personally appeared Michael R. Duncan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a General Partner of TVS PROPERTIES, the within named bargainor, a Tennessee general partnership, and that he, as such General Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as General Partner.

Witness my hand and seal at office this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public, of the state and county aforesaid, personally appeared Timothy W. Simounet, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a General Partner of TVS PROPERTIES, the within named bargainor, a Tennessee general partnership, and that he, as such General Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as General Partner.

Witness my hand and seal at office this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

Termination of Covenants and Restrictions

The below Consenting Lot Owner owns the following lot:
Tax Map 120, Parcel 003.40

CITY OF KINGSPORT, a municipal corporation of
the State of Tennessee

By: _____

Print Name: _____

Title: _____

STATE OF _____)
)
COUNTY OF _____)

Before me, the undersigned, a Notary Public, of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the _____ of CITY OF KINGSPORT, the within named bargainor, a municipal corporation of the State of Tennessee, and that he/she, as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the municipal corporation by him/herself as _____.

Witness my hand and seal at office this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

Termination of Covenants and Restrictions

The below Consenting Lot Owner owns the following lot:
Tax Map 120, Parcel 003.50

FURROW REALTY FUND, L.P., a Delaware
limited partnership

By: Furrow Realty Partners, LLC, a Delaware
limited liability company
Its: General Partner

By: Samuel J. Furrow, Chief Manager

STATE OF _____)
)
COUNTY OF _____)

Before me, the undersigned, a Notary Public, of the state and county aforesaid, personally appeared Samuel J. Furrow, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of Furrow Realty Partners, LLC, a Delaware limited liability company which is the General Partner of FURROW REALTY FUND, L.P., the within named bargainor, a Delaware limited partnership, and that he, as such Chief Manager of the General Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as Chief Manager of the General Partner.

Witness my hand and seal at office this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

Termination of Covenants and Restrictions

The below Consenting Lot Owner owns the following lot:
Tax Map 120, Parcel 003.65

DFA DAIRY BRANDS FLUID, LLC f/k/a Dean Dairy Fluid, LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public, of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the _____ of DFA DAIRY BRANDS FLUID, LLC f/k/a Dean Dairy Fluid, LLC, the within named bargainor, a Delaware limited liability company, and that he/she, as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by him/herself as _____.

Witness my hand and seal at office this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

The below Consenting Lot Owner owns the following lots:
(1) Tax Map 120, Parcel 003.70, and (2) Tax Map 120, Parcel 003.80

TAYLOR PROPERTIES #2, L.P., a Tennessee
limited partnership

By: _____
Stewart Taylor, General Partner

STATE OF _____)
)
COUNTY OF _____)

Before me, the undersigned, a Notary Public, of the state and county aforesaid, personally appeared Stewart Taylor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the General Partner of TAYLOR PROPERTIES #2, L.P., the within named bargainor, a Tennessee limited partnership, and that he, as such General Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as General Partner.

Witness my hand and seal at office this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

The below Consenting Lot Owner owns the following lot:
Tax Map 120, Parcel 001.00

TAYLOR PROPERTIES #3, L.P., a Tennessee
limited partnership

By: _____
Stewart Taylor, General Partner

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public, of the state and county aforesaid, personally appeared Stewart Taylor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the General Partner of TAYLOR PROPERTIES #3, L.P., the within named bargainor, a Tennessee limited partnership, and that he, as such General Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as General Partner.

Witness my hand and seal at office this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

The below Consenting Lot Owner owns the following lot:
Tax Map 120, Parcel 003.75

FREE SERVICE ENTERPRISES GENERAL
PARTNERSHIP, a Tennessee general partnership

By: _____
Harrison Hayes Wexler, Managing General Partner

By: _____
Lewis Wexler, Jr., Managing General Partner

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public, of the state and county aforesaid, personally appeared Harrison Hayes Wexler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Managing General Partner of FREE SERVICE ENTERPRISES GENERAL PARTNERSHIP, the within named bargainor, a Tennessee general partnership, and that he, as such Managing General Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as Managing General Partner.

Witness my hand and seal at office this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public, of the state and county aforesaid, personally appeared Lewis Wexler, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Managing General Partner of FREE SERVICE ENTERPRISES GENERAL PARTNERSHIP, the within named bargainor, a Tennessee general partnership, and that he, as such Managing General Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as Managing General Partner.

Witness my hand and seal at office this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

Termination of Covenants and Restrictions



AGENDA ACTION FORM

Accepting a Conveyance of Real Property to the City from the Industrial Development Board of the City of Kingsport, Tennessee

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

Action Form No.: AF-251-2020
 Work Session: September 14, 2020
 First Reading: N/A

Final Adoption: September 15, 2020
 Staff Work By: Chris McCartt
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

On February 24, 2017, by deed recorded in book 3234, page 1353 of the Register of Deeds for Sullivan County, at Blountville, the Industrial Development Board of the City of Kingsport, Tennessee (KEDB) acquired the property lying on the southern side of Center Street, the easterly side of Clinchfield Street and the northern side of Market Street. KEDB subdivided the property into 2 lots and sold one of the lots for the new location of Regions Bank at the corner of Center Street and Clinchfield Street.

The remaining lot is being conveyed to the city for a nominal consideration. The lot, which is a paved parking area, will, at this time, be used for public parking, including parking for the academic village, although in the future it can be used for other purposes.

The attached resolution authorizes the mayor to execute any documents needed to accept the conveyance of the property to the city.

Attachments:

1. Resolution
2. Copy of Plat at Plat Book 56, page 319

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING CONVEYANCE OF REAL PROPERTY LAYING AT THE CORNER OF CLINCHFIELD STREET AND MARKET STREET IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY BY A SPECIAL WARRANTY DEED FROM THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE; AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO SIGNIFY ACCEPTANCE BY THE CITY OF THE CONVEYANCE

WHEREAS, on February 24, 2017, by deed recorded in book 3234, page 1353 of the Register of Deeds for Sullivan County, at Blountville, the Industrial Development Board of the City of Kingsport, Tennessee (KEDB) acquired the property lying on the southern side of Center Street, the easterly side of Clinchfield Street and the northern side of Market Street; and

WHEREAS, KEDB subdivided the property into 2 lots and sold one of the lots for the new location of Regions Bank at the corner of Center Street and Clinchfield Street; and

WHEREAS, the remaining property has been used for public parking, and KEDB and the city would like for the property to be conveyed to the city for a nominal consideration; and

WHEREAS, the property will, at this time, continue to be used for public parking, including parking for the academic village; although in the future it can be used for other purposes; and

WHEREAS, the city hereby acknowledges acceptance of the property.

Now therefore,

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

SECTION I. That the City of Kingsport hereby accepts a special warranty deed from the Industrial Development Board of the City of Kingsport, Tennessee for a tract of land laying at the corner of Clinchfield Street and Market Street in the 11th Civil District of Sullivan County said special warranty deed being generally as follows:

THIS INSTRUMENT PREPARED BY:
Wilson Worley PC
2021 Meadowview Lane, 2nd Floor
Eastman Credit Union Building
P.O. Box 88
Kingsport, TN 37662

THIS SPECIAL WARRANTY DEED, made and entered into on this ____ day of February, 2020, by and between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, party of the first part; and CITY OF KINGSPORT, TENNESSEE, a municipal corporation of the State of Tennessee, party of the second part;

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part has bargained and sold and does hereby grant, transfer and convey unto the party of

the second part, its successors and assigns, a certain lot or parcel of land located in the 11th Civil District of Sullivan County, Tennessee, to-wit:

BEING all of Lot 2 of the Andrew M. Brooks Property as shown on plat of record in the Sullivan County Register of Deeds Office in Plat Book 56, page 319.

BEING part of the same property conveyed to party of the first part by deed dated February 24, 2017, of record in the Sullivan County Register's Office in Deed Book 3234, page 1353, to which reference is hereby made.
ADDRESS OF PROPERTY: 225 Clinchfield Street, Kingsport, Tennessee
TAX MAP 046I, GROUP B, PARCEL 011.05

TO HAVE AND TO HOLD unto the party of the second part, its successors and assigns, in fee simple. The above-described property is hereafter collectively referred to as the "Property".

The party of the first part covenants with the party of the second part, its successors and assigns, that it is lawfully seized and possessed of said Property; that it has a good and lawful right to convey the same; that the same is free, clear and unencumbered, except as herein set out; and that it will forever warrant and defend the title to the Property against the good and lawful claims of all persons claiming by, under or through party of the first part, but not otherwise..

The conveyance of the Property is made expressly subject to all covenants, conditions, restrictions and reservations contained in former deeds and other instruments of record applicable to the Property, insofar as same are presently binding thereto, and to any easements apparent from an inspection of the Property.

The legal description herein has been taken from prior deeds without a title examination or survey. The preparer of this deed makes no representation as to the status of the title or the accuracy of the description and assumes no liability therefore.

WITNESS the signature of the party of the first part on this the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. That the mayor, or in his absence, incapacity or failure to act, the vice-mayor, is hereby authorized and directed to execute, in a form approved by the city attorney, all documents necessary and proper, and to take such acts as necessary, to effectuate the acceptance of the real property for the city or the purpose of the resolution.

SECTION III. That the description contained herein may be modified in the special warranty deed for the purpose of filling in the blanks, correcting typographical errors due to an omission or mistake in part of the description, or other change that does not materially affect the property intended to be conveyed.

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 15th day of September, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MIKE BILLINGSLEY, CITY ATTORNEY



LOCATION MAP
N.T.S.

| CURVE DATA | CHORD |
|------------|---------|
| 1. 118.51' | 118.51' |
| 2. 118.51' | 118.51' |
| 3. 118.51' | 118.51' |
| 4. 118.51' | 118.51' |

| STATION | CHORD |
|------------|---------|
| 1. 118.51' | 118.51' |
| 2. 118.51' | 118.51' |
| 3. 118.51' | 118.51' |
| 4. 118.51' | 118.51' |

Slide A-1284

08/22/2018 - 11:18:51 AM
18015263

| PLAT BOOK: P56 | PAGE: 319-319 |
|----------------|---------------|
| 1. 118.51' | 118.51' |
| 2. 118.51' | 118.51' |
| 3. 118.51' | 118.51' |
| 4. 118.51' | 118.51' |

NOTES:

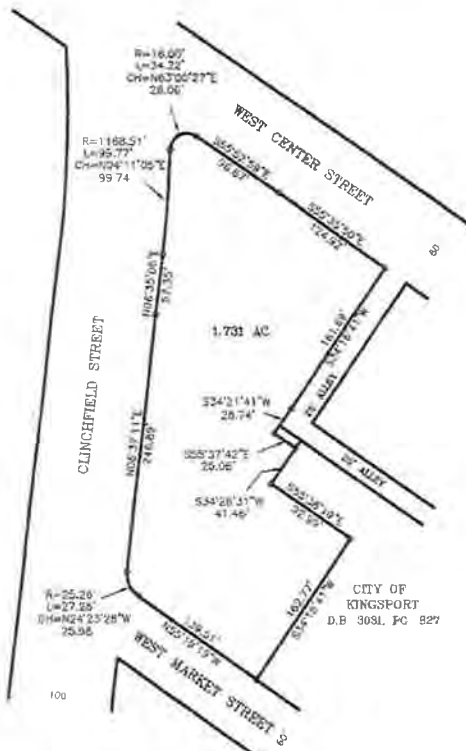
- 1) NORTH BASED ON N05°37'11"E AS SHOWN ON RECORDED PLAT.
- 2) PROPERTY IS ZONED B-2 & B-2E.
- 3) SETBACKS TO CONFORM TO CURRENT ZONING DESIGNATION.
- 4) THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47183C00400 EFFECTIVE DATE SEPTEMBER 28, 2008 AND FOUND THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
- 5) JOB NO 18-11181
- 6) ACAD FILE: 18-11181 KEDB.DWG
- 7) FIELD INFORMATION ELECTRONICALLY DATA COLLECTED
- 8) TAX MAP 481 "G" PARCEL 11
- 9) PLAT REFERENCE: P.B. 52 PAGE 563
- 10) DEED REFERENCE: D.B. 3254, PG. 1353
- 11) 5/8" IRON RODS SET ON ALL CORNERS UNLESS OTHERWISE NOTED.
- 12) I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION IS GREATER THAN 1:10,000
- 13) THIS SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE

RESUBDIVISION OF LOT 1,
DE-SUBDIVISION OF PART OF CITY BLOCK 28

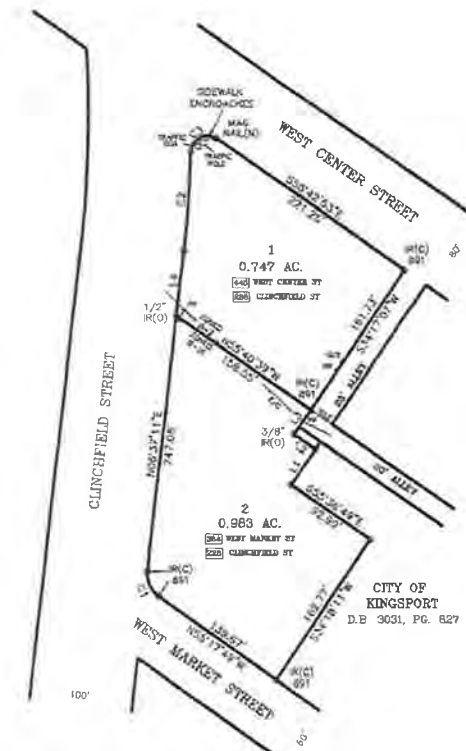
THE ANDREW M. BROOKS PROPERTY

KINGSPORT REGIONAL PLANNING COMMISSION

| | | | |
|----------------|--------------------------------------|----------------|------------|
| TOTAL ACRES | 1.230 | TOTAL LOTS | 2 |
| ACRES NEW ROAD | 0 | MILES NEW ROAD | 0 |
| OWNER | KINGSPORT ECONOMIC DEVELOPMENT BOARD | CIVIL DISTRICT | 11TH |
| SURVEYOR | ALLEY & ASSOCIATES, INC. | PLANNING BOARD | 11/10/2018 |
| SCALE 1"=80' | 50 | 40 | 0 |



BEFORE



AFTER

NOTES:

- 1) NORTH BASED ON KINGSPORT GEODETIC REFERENCE NETWORK



ALLEY & ASSOCIATES, INC.

• SURVEYORS •

243 E MARKET STREET
KINGSPORT, TENNESSEE 37680
TELEPHONE (423) 346-8896
FAX: (423) 342-8889
E-MAIL: matt@alleyassociates.com

| | | |
|---|--|--|
| <p>CERTIFICATE OF OWNERSHIP AND REDACTION</p> <p>I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADMIT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISHING THE BOUNDARY RESTRICTION LINES, AND DESIGNATE ALL STREETS, ALLEYS, EASEMENTS, AND OTHER OPEN SPACE TO PUBLIC OR PRIVATE USE AS NOTED.</p> <p><i>Clayton A. V. Ch...</i> 8-15-18</p> <p>DATE</p> | <p>CERTIFICATE OF ACCURACY</p> <p>I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE PROPERTY, TENNESSEE RECORDS PLANNING, CONDOMINIUM AND TRAILER HOMES ACT HAVE BEEN PLACED AS SHOWN HEREON.</p> <p>8-15-18</p> <p>DATE</p> | <p>CERTIFICATE OF APPROVAL OF STREET LIGHTING SYSTEM</p> <p>I HEREBY CERTIFY THAT THE STREET LIGHT SYSTEM DESIGNED FOR THIS SUBDIVISION COMPLETES WITH THE CITY OF KINGSPORT'S POLICE ON ROADWAY LIGHTING WITHIN THE CITY OF KINGSPORT, AND ANY REQUIRED CHANGES FOR THE PURCHASE AND INSTALLATION HAVE BEEN MET.</p> <p>DATE</p> |
| <p>CERTIFICATION OF THE APPROVAL FOR THE ADDRESSING ASSIGNMENT</p> <p>I HEREBY CERTIFY THAT THE ADDRESSES AS NOTED ON THE FINAL PLAN ARE APPROVED AS ASSIGNED.</p> <p>August 21, 2018</p> <p><i>Caroline Campbell</i></p> <p>CITY ENGINEER</p> | <p>CERTIFICATE OF THE APPROVAL OF PUBLIC ROAD SYSTEM</p> <p>I HEREBY CERTIFY THAT THE PUBLIC ROAD SYSTEM, SYSTEM OR SYSTEM INSTALLER, OR PROVIDED FOR INSTALLATION, FULLY MEET THE REQUIREMENTS OF THE KINGSPORT WATER UTILITY SYSTEM AND IS HEREBY APPROVED AS SHOWN.</p> <p>8-15-18</p> <p>DATE</p> | <p>CERTIFICATE OF APPROVAL OF STREETS</p> <p>I HEREBY CERTIFY (1) THAT THE STREETS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS OR (2) ADDITIONAL RIGHTS-OF-WAY DESIGNATION UPON AN EXISTING PUBLIC ROAD SHALL SERVE THESE LOTS AS PROPOSED.</p> <p>8-15-18</p> <p>DATE</p> |
| <p>CERTIFICATION OF THE APPROVAL OF SEWERAGE SYSTEM</p> <p>I HEREBY CERTIFY THAT THE SEWERAGE SYSTEM DESIGNED FOR THIS SUBDIVISION COMPLETES WITH THE CITY OF KINGSPORT'S POLICE ON ROADWAY LIGHTING WITHIN THE CITY OF KINGSPORT, AND ANY REQUIRED CHANGES FOR THE PURCHASE AND INSTALLATION HAVE BEEN MET.</p> <p>8-15-18</p> <p>DATE</p> | <p>CERTIFICATE OF APPROVAL FOR RECORDING</p> <p>I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN REVIEWED TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KINGSPORT, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES AS MAY BE NOTED IN THE MARGINS OF THIS PLAN.</p> <p>8-22-18</p> <p>DATE</p> | |



AGENDA ACTION FORM

Renew the Opt-In Agreement with Metro Nashville Public Schools Contract #2-225071-08 and Education Networks of America, Inc. (ENA) for Voice Services for 3 Year Term

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

Action Form No.: AF-256-2020
Work Session: September 14, 2020
First Reading: N/A

Final Adoption: September 15, 2020
Staff Work By: Committee
Presentation By: David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

Kingsport City Schools is requesting approval to renew the Opt-in Agreement with Metro Nashville Public Schools Contract (2-225071-08) and Education Networks of America, Inc. (ENA) for Voice Communication Services. The original service agreement that Kingsport City Schools had with ENA was for 12 months. The service agreement was renewed in May 2018 for a 3-year term.

ENA Services is currently offering discount pricing to its' existing customers that are willing to commit to renewing their Voice Communications Services Agreement with ENA for 3-year term utilizing the Metro Nashville contract. In addition to the discounted pricing on Voice Communication Services. ENA is also offering the ENA Go App, which enables voice service connection to mobile devices.

On September 8, 2020, The Board of Education approved the recommendation to renew the Opt-In agreement with Metro Nashville and ENA for the 3-year term. It is now our recommendation that the Board of Mayor and Aldermen approve the resolution for Kingsport City Schools to renew the Opt-In Agreement with Metro Nashville Public Schools and ENA for the 3-year renewal term.

Attachments:

1. Resolution
2. Contract
3. Recommendation

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 | — | — | — |

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RENEWAL OF AN OPT-IN AGREEMENT WITH METRO NASHVILLE PUBLIC SCHOOLS CONTRACT#2-225071-08 AND EDUCATION NETWORKS OF AMERICA, INC. FOR VOICE SERVICES; AND AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL

WHEREAS, the Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education has a contract with Education Networks of America, Inc. (ENA) for ENA SmartVoice Services; and

WHEREAS, in December, 2017 the city through the Kingsport City Schools Opted-in to that agreement with Metro Nashville Public Schools Contract and Education Networks of America, Inc. (ENA) for ENA SmartVoice Services for one year term;

WHEREAS, in May, 2018, the city approved the resolution to renew the agreement for a three (3) year term; and

WHEREAS, ENA is now offering a discount to pricing to its customers willing to sign the renewal of the three year Metro Nashville Public Schools Contract (2-225071-08) and Education Networks of America, Inc Opt-in agreement; and

WHEREAS, this early renewal will offer a monthly savings and provide additional ENA Go App for voice service connectivity on mobile devices; and

WHEREAS, pursuant to T.C.A. §12-3-1203, Kingsport City Schools would like to Opt-in to that agreement with Metro Nashville Public Schools Contract and Education Networks of America, Inc. (ENA) for ENA SmartVoice Services; and

WHEREAS, funding for this agreement is available in schools budget, account number 141-7250-792.03-07.

Now therefore,

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

SECTION I. That the three year renewal of the Opt-In Agreement to Metro Nashville Public Schools Contract Number 2-225071-08 ENA Voice Services, 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 Schedule of Services to Opt-In Agreement with Metro Nashville Public Schools Contract Number 2-225071-08 ENA Voice Services, 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 15th day of September, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Opt-In Agreement to Metro Nashville Public Schools Contract 2-225071-08

ENA Voice Services

This Opt-In Agreement for ENA Voice Services is entered into by City of Kingsport for its Kingsport City Schools ("Client") as of _____ ("Effective Date") in conjunction with Metro Nashville Public Schools Contract 2-225071-08 ("MSA") between Education Networks of America, Inc. ("Contractor" or "ENA") and The Metropolitan Government of Nashville and Davidson County by and through The Metropolitan Board of Public Education.

Client agrees that the following terms of service ("Terms of Service") shall govern Client and its Users use of ENA voice services (the "Services"). In these Terms of Service, "User" shall mean any individual or legal entity that uses or accesses the Services directly or indirectly from Client. These Terms of Service supplement the terms of the MSA, in the event of a conflict between these Terms of Service and the MSA, these Terms of Service shall control.

Services are provided by ENA Services, LLC or one or more ENA affiliates or underlying service providers. Any data supplied by Client such as data necessary for conversions from other carriers and/or Letter(s) of Authorization and Agency ("LOA") may be used by any of these Parties for purposes of delivering the Services contracted herein.

1. Pricing. Pricing is indicated in the relevant Schedule(s) attached to this Opt-In Agreement.

While most of the charges associated with ENA's service are included in the available product configurations at a flat rate, certain services have a per usage charge or may be restricted/blocked as indicated below and in more complete detail in ENA's published price lists.

- 900/976 numbers – Client acknowledges by signing this agreement that ENA has informed Client that the Services do not permit calls to 900/976 numbers or other pay-per-call services.
- Directory Assistance – Client acknowledges that ENA have informed Client that calls to Directory Assistance (411, 1-XXX-555-1212 or similar) will incur a per usage charge of \$1.00 per call or as otherwise indicated in ENA's tariffs, as updated. Client may request that this feature be blocked.
- International calls – Client acknowledges that ENA has informed Client that international calls and calls outside the continental United States are not included in the Services and will incur a per call charge based on ENA's then applicable per country rates. This feature is blocked by default. Client may request that this feature be enabled on a per extension basis.
- Operator-Assisted calls – Client acknowledges that ENA have informed Client that Operator-Assisted calls, such as Operator-Assisted Person-to-Person calls, Operator-Assisted Collect calls, Third Party Billed Calls, and Operator-Assisted Dialing, are not supported on ENA's Voice services.

2. Invoicing. Client's first invoice from ENA may include a partial month of Service. Client's first invoice may contain charges for only a portion of the Services requested. It may take up to three (3) billing cycles until charges for all Services requested appear on the invoice, as is industry standard. After the initial billing cycles, Client's invoice will include charges for one month of Service for all requested Services, including any usage charges. Client should receive a final invoice from its existing local, long distance, and/or data service provider(s) that ENA is replacing and Client will be responsible for paying any charges resulting from the early termination of a service contract with existing provider(s), if applicable.

3. Transition from Prior Service Provider. ENA will handle communication with Client's existing provider(s) regarding the porting of some or all of your existing numbers, to ENA, based on the scope of services ENA is to deliver; however, Client is responsible for requesting existing services be disconnected from your current provider once live service has been migrated to ENA. ENA can provide sample disconnect language, upon request.

4. Disconnection. Upon disconnection of Service, ENA may, in its sole and absolute discretion, release to Client's new service provider the telephone number that Client ported (transferred or moved over) to ENA from Client's previous service provider and used in connection with Client's Service if:

- a) Such new service provider is able to accept such number;
- b) Client's account has been properly disconnected;
- c) Client's account is completely current, including payment for all charges and any applicable disconnection fees; and
- d) Client requests the transfer upon disconnecting Client's account.

5. Voice Recording. ENA may provide Client with the ability to record voice calls placed via the Services. Client is solely responsible for notifying those using the Services that the calls may be recorded, and will comply with all applicable laws and regulations regarding (i) such notification and (ii) the recording of any voice conversations. To the extent permitted by Tennessee law, Client will indemnify, defend, and hold harmless ENA for any claims, damages, liabilities or costs (including reasonable attorneys' fees) arising from a claim resulting from the recording by Client of any voice conversations on the Services.

6. 9-1-1 Dialing Feature; Compliance with 47 CFR § 9.5 et. seq. Included in the Services provided to Client by ENA is a 9-1-1 Dialing Feature that has certain limitations as compared to a traditional telephonic 9-1-1 dialing. A copy of the specifications of the 9-1-1 Dialing Feature is described herein. Client acknowledges that the Client has certain obligations in connection with the provision of the 9-1-1 Dialing Feature pursuant to 47 C.F.R. §§ 9.5(d) and (e). Client acknowledges and agrees that it is Client's responsibility and obligation, prior to initiating any of the Services, to comply with the following:

- a) **Registered Location.** Client is required to provide to ENA, prior to initiation of the service, the physical location at which the service will be utilized ("Registered Location").

Client is required to notify ENA via phone (1-888-612-2880) or email (support@ena.com) if Client needs to update one or more Registered Locations.

- b) **Notification to End Users.** Client is required to provide a copy of the 9-1-1 Dialing Feature specifications, provided by ENA in the form of labels to be adhered to phones, to each end user of the service and to post a copy of the 9-1-1 Dialing Feature specifications included described herein.

Client agrees that, upon request by ENA, Client shall permit ENA to review the notice being provided by Client to its end users. If Client fails to provide the necessary records or refuses to produce such records, ENA may immediately disable Service until such records are provided. Client hereby forever releases and forgives ENA from any and all liability, losses or damages which may arise from ENA's disabling or disconnection of any of Client's Services due to the failure of Client to provide the necessary proof of compliance to the 9-1-1 Dialing Feature requirements detailed herein. ENA reserves the right to terminate Schedule(s) attached to the MSA related to this 9-1-1 Dialing Feature for a breach by Client of the obligations in this section, in addition to any other remedies ENA may have in law or equity.

- c) **Acknowledgement of 9-1-1 Dialing Feature.** By signing this Addendum, Client acknowledges that it understands the 9-1-1 Dialing Feature provided as part of the Services.

General Indemnification. In the event that the Federal Communications Commission ("FCC") conducts an audit or inquiry of ENA's compliance with 47 C.F.R. §§ 9.5(d) and (e), Client agrees to cooperate fully with ENA and the FCC and produce all records requested by either ENA or the FCC. Should ENA be found in violation of any provision of the 47 C.F.R §§ 9.5(d) or (e) based upon the Client's breach of any of its obligations under this section, Client agrees, to the extent permitted by Tennessee law, to indemnify and hold ENA harmless for any and all monetary penalties assessed by the FCC on ENA as a result of Client's failure to comply with this Section.

IN THE EVENT CLIENT DOES NOT UTILIZE ENA'S AVAILABLE 9-1-1 DIALING FEATURE, CLIENT HEREBY REPRESENTS AND WARRANTS THAT IT DOES NOT RELY ON ENA IN ANYWAY TO PROVIDE 911, E911 OR ANY OTHER EMERGENCY SERVICES (COLLECTIVELY "911"). CLIENT REPRESENTS AND WARRANTS THAT IT ASSUMES ALL LIABILITY ASSOCIATED TO 911 OR ANY OTHER EMERGENCY SERVICES ASSOCIATED DIRECTLY OR INDIRECTLY WITH A TELEPHONE NUMBER ISSUED BY ENA PURSUANT TO THIS MSA.

IMPORTANT NOTIFICATION IN CONNECTION WITH 9-1-1 DIALING SERVICES USING ENA VOICE SERVICES

ENA provides Client (hereinafter referred to as "you") with local, regional and long distance phone services. There is one important difference between the ENA service and the phone service provided over a traditional phone service -- namely that the 9-1-1 dialing feature with ENA has important differences and limitations that you should be aware of and that you should advise others that may use the ENA voice service at all of your locations.

ENA recommends that you always have an alternative means of accessing emergency services.

YOU ARE RESPONSIBLE FOR ACTIVATING THE 9-1-1 DIALING FEATURE BY TAKING AFFIRMATIVE STEPS WITH ENA TO REGISTER THE ADDRESS WHERE YOU WILL USE THE SERVICE. This is accomplished by registering the address where the phone/handset will be used.

IF YOU MOVE THE LOCATION OF WHERE YOU USE THE ENA SERVICE, YOU MUST AFFIRMATIVELY ACTIVATE THE 9-1-1 DIALING FEATURE AT THAT LOCATION BY REGISTERING THE ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION. ADDITIONALLY, IF 9-1-1 IS DIALED AT AN UNREGISTERED ADDRESS, YOU MAY BE ASSESSED A FEE OF \$75.00.

Specifically, if you move a phone to another physical address, such as to a different building, you must reregister that phone's location to receive accurate 9-1-1 service. The phone and its phone number are portable and ENA must know where they are physically located to properly provide 9-1-1 service. You may move a phone within a building without notifying ENA, but moving a phone to another location requires notifying ENA to make the appropriate 9-1-1 address adjustments for that phone and its phone number.

ENA is available to assist its customers to make sure that 9-1-1 remains accurate and available and customers should contact ENA with any questions about moves, adds, or changes related to phone equipment and phone numbers.

When placing a 9-1-1 emergency call, always state the phone number and location that you are calling from because the phone number that is transmitted to the 9-1-1 operator may be the main number for your service location (especially for ENA SmartVoice Prime service) and if your 9-1-1 call is disconnected, the 9-1-1 operator will call that main number back, which may not ring to the specific telephone you are calling from. Additionally, the address that is transmitted to the 9-1-1 operator is the main address for your service location; therefore, you should tell the operator your specific location (for example – the classroom number and floor) within the main address so emergency personnel can more easily locate you.

Additional limitations are as follows:

- If you lose power or there is a disruption to power at the location where the ENA voice service is used, neither the ENA voice service nor the 9-1-1 dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the end user

phone device prior to utilizing the service, including the 9-1-1 dialing feature. ENA and your local phone service coordinator can assist if needed.

- If the ENA provided router and/or gateway has been damaged or otherwise impacted by unauthorized personnel including configuration changes, 9-1-1 service could be impacted or unavailable. ENA recommends that central router and gateway equipment be maintained in an appropriate secure location at the service location.
- You cannot use the ENA provided 9-1-1 service with equipment other than ENA-approved equipment
- If your ENA connection is lost, suspended, terminated or disrupted, neither ENA's voice service nor the 9-1-1 dial feature will function until the ENA connection is restored.
- If your ENA voice account is suspended or terminated, the ENA voice service outage will prevent the 9-1-1 dialing feature from functioning.
- There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed calls utilizing ENA voice service as compared to traditional 9-1-1 dialing over traditional public telephone networks.

Labels will be provided upon written request that must be placed on or near all equipment that is used to make calls using the ENA voice service so that you or others using the equipment are reminded or advised of the limitations of the 9-1-1 dialing feature.

You are responsible for the accuracy and the completeness of the address that you submit to ENA for the location at which ENA voice services including phone handsets and phone numbers will be used and to which emergency service will be sent in the event that you use the ENA 9-1-1 dialing service. You are responsible for updating and advising ENA of any and all changes to the address or location at which ENA connected phone handsets and phone numbers will be used. ENA uses third parties to route the 9-1-1 dialed calls to the applicable local emergency response center or to the national emergency calling centers. ENA makes no warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. ENA disclaims any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents may be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to ENA 9-1-1 dialing service unless such claims or causes of action arise from ENA's gross negligence, recklessness or willful misconduct. To the extent permitted by Tennessee Law, you agree to release, indemnify, defend and hold harmless ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or inability of a person to use, ENA 9-1-1 dialing feature or service or access emergency service personnel.

If you have any questions about this notification, please call ENA at 1-866-615-1101 for further information.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

ENA:

ENA Services LLC

CLIENT:

City of Kingsport for its
Kingsport City Schools

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE OF SERVICES TO OPT-IN AGREEMENT

No. _____

In accordance with all terms and conditions of the Opt-In Agreement executed between ENA and Kingsport City Schools ("Client") on _____ (Date) (the "Agreement"), Client desires to purchase some or all of the Services described in this Schedule of Services (the "Schedule"). Client's Purchases of Services from this Schedule will be memorialized in a form agreeable to both Parties during the Term of this Schedule.

| Service Ordered (Check All Applicable Below) | | | |
|---|---------------------------------------|---|--|
| <input type="checkbox"/> | Broadband | <input type="checkbox"/> | Wi-Fi/LAN |
| <input checked="" type="checkbox"/> | Communication | <input type="checkbox"/> | Cloud |
| <input type="checkbox"/> | Other | <input type="checkbox"/> | |
| Description and Price of Services | | | |
| Check one: | | | |
| <input type="checkbox"/> | Described below | | |
| <input checked="" type="checkbox"/> | Described in the attached document(s) | | |
| Attached cost proposal for Voice Services based on MNPS Contract Number: 2-225071-08 | | | |
| Term (construed in conjunction with any documents attached to this Schedule) | | | |
| Initial Term | <input type="text" value="36"/> | months | |
| Renewal Term(s) | <input type="text" value="0"/> | Number of Renewal Terms <i>enter '0' if none permitted</i> | <input type="text" value="36"/> Length of each Renewal Term (in months) |
| Maximum Contract Length (if all renewal terms exercised) | <input type="text" value="36"/> | Months | |
| Schedule of Service Term Start Date (at install unless specified herein) | <input type="text"/> | | |
| Billing Address and Billing Contact Information | | | |
| City of Kingsport Attn: Accounts Payable Department 225 W. Center Street Kingsport, TN 37664 | | | |

(begin modifications)

In entering into this Schedule, the Parties hereby modify the terms and conditions of the Agreement as follows solely related to Service(s) delivered under this Schedule:

(add) 6.3 Subject to Available Funding. This Schedule shall terminate immediately and absolutely if Client is determined to no longer have funds available to pay for the Services described herein, either through ENA or any other vendor. Termination through this provision is final, Client may not purchase substitute Services from any other vendor upon termination for lack of funds for the unexpired term of this Agreement prior to the termination for lack of funding and

SCHEDULE OF SERVICES TO OPT-IN AGREEMENT

Client shall not be liable for any additional charges or fees pursuant to Section 6.2 to ENA beyond the charges incurred for Service up to the date of the termination.

(end modifications)

Other than the modifications indicated above, nothing in this Schedule is intended to replace, supersede or modify the terms of the Agreement. Client facility must be ready to support the Service. Any building or customer environment make-ready cost is the responsibility of the Customer. If this Service includes a data circuit, Client must have a suitable entrance facility into the building/demark room by conduit or aerial means.

ENA:

By: _____
Name: _____
Title: _____
Date: _____

CLIENT: City of Kingsport for its
Kingsport City Schools

By: _____
Name: _____
Title: _____
Date: _____



Voice Services Order

Service Attachment 1

Date Prepared: Wednesday, July 29, 2020
Organization: Kingsport

Form Number: 3
Organization Type: Education

Installation Site
Site Name: Kingsport City School District Bldg LEA
Site Address: 400 Clinchfield Street, Ste 200
Kingsport, TN 37660
Contact:

Ship To Site
Site Name: Kingsport City School District Bldg LEA
Site Address: 400 Clinchfield Street, Ste 200
Kingsport, TN 37660
ATTN: Aaron Long

Term of Service Requested: Three (3) Years

| Description | One-time | Monthly | Quantity | Total | |
|--|----------|---------|----------|--------|------------|
| ENA SmartLink Services - Includes 1,000 minutes of local and domestic LD ³ usage per channel or port per month | | | | | |
| Additional Telephone Numbers ² | | \$0.25 | 656 | | \$164.00 |
| ENA SmartFax Services - Includes unlimited local and domestic LD ³ and either a new ENA-assigned fax number or LNP of your existing fax number | | | | | |
| ENA SmartFax ^{2,3} (Includes one optional ENA SmartFax-to-Email account and installation of an ENA-provided ATA - One email address per fax number) | | \$25.00 | | | \$0.00 |
| ENA SmartVoice Services - All ENA SmartVoice services include LNP and on-line management interfaces, both Administrator's and individual User Portals | | | | | |
| Interconnected VoIP Extension Types | | | | | |
| Essential with ENA SmartVoice Go App, Mobile-ONLY Enhancement (includes unlimited minutes) | | \$10.00 | 856 | | \$8,560.00 |
| Enhanced (includes unlimited minutes) | | \$15.00 | 117 | | \$1,755.00 |
| Executive (includes unlimited minutes) | | \$18.00 | 14 | | \$252.00 |
| Auto Attendant | | \$15.00 | 12 | | \$180.00 |
| Configuration of ENA SmartVoice Services (required per site) includes Basic Site Assessment ² , Site Turn-up and Project Management | \$250.00 | | WAIVED | \$0.00 | |
| Add-on Services | | | | | |
| Voice Mail Only | | \$4.00 | 2 | | \$8.00 |
| Configuration and Engineering Consulting | | | | | |
| Integration with Customer Firewall (ICB based on Customer's network) | | ICB | | | \$0.00 |
| LAN/WAN/PBX integration with Customer premises systems (hourly rate) | \$175.00 | | | \$0.00 | |
| Extend Service Demarcation Point (hourly rate) | \$175.00 | | | \$0.00 | |
| Basic Extension Configuration or Change (available via Administrator's portal) | \$10.00 | | | \$0.00 | |
| Virtual Extension Configuration (*NOT* available via Administrator's portal) | Included | | | \$0.00 | |
| 911 Configuration and changes | Included | | | \$0.00 | |
| Analog Telephone Connection ² (Includes on-site installation) | | \$5.00 | 19 | | \$95.00 |
| ENA SmartVoice Call Handling Services | | | | | |
| Multi Line Hunt Group | | \$20.00 | 1 | | \$20.00 |
| ENA SmartVoice Notification Services | | | | | |
| SIP Loud Ringer - requires purchase of an ENA Algo SIP alerter device | | \$8.00 | 6 | | \$48.00 |
| Notification Controllers | | | | | |
| Analog Integration Extension - for Customer-provided Intercom/Paging/Door Locks ² may require adapter purchase | | \$15.00 | 13 | | \$195.00 |

| | | |
|---|-----------------------|-------------|
| Subtotal Ordered Services | \$0.00 | \$11,277.00 |
| Subtotal Ordered Equipment | \$0.00 | |
| Estimated 911/E-911 Local Government Fees - based on location ¹ | location rate: \$1.16 | \$78.88 |
| Estimated USF and Government Fees - based on monthly voice service ¹ | 6.00% | \$676.62 |
| Total Ground-service Shipping Charges ⁸ | \$0.00 | |
| Total Ordered | \$0.00 | \$12,032.50 |

Service Order Acknowledged:

Customer Signature _____ Date _____

Customer Printed Name _____

ENA Signature _____ Date _____

ENA Printed Name _____

¹ All fees, surcharges, taxes, 411 (Directory Assisted) Calls, International and non-Continental US LD calls are billed in addition to the flat monthly rate. Additional required taxes, if applicable, will be charged according to the province or territory to which the service is delivered. See Master Service Agreement for the per-call and per-minute charges that are not included.

² Availability of additional telephone numbers vary per LATA. Please see your ENA Account Manager for more details. Additional numbers are available with ENA SmartLink service.

³ By default, service comes with International LD and 900/976 Calls disabled. International LD can be re-enabled upon customer request. 411 Calls can be disabled upon customer request.

⁴ May not be available in all markets

⁵ Customer must provide the end device; i.e. fax machine, paging adapter, analog handset, headset, etc. ENA does not provide, sell, install nor service these devices unless the paging adapter is an ENA Algo SIP device

⁶ The Basic Site Assessment will include an essential review of each site's network infrastructure including the network switching environment, Ethernet switch configurations and requirements to enable 802.1Q, P802.1p and 802.1af (VLAN, QoS and PoE) capabilities. ENA Field Services may also perform basic tests on the fiber and copper uplinks between the MDF and each of the IDF's and may place a test VoIP call from each LAN segment. ENA SmartVoice service requires the customer's LAN environment to meet certain specifications. All service delivery prices are based on expected site readiness to receive the services. In the event that Basic Site Assessments determine a need for site make-ready work, service may not be available until such work is completed by customer.

⁷ Enhanced PinPoint 911 requires that each extension across the entire site participate and have its own telephone number. Customer must provide and actively maintain the PinPoint E911 database information

⁸ ENA end user devices are shipped directly to the customer requested location. A line item for shipping charges is included in the pricing proposal.

⁹ ENA end user device models are subject to change. ENA may replace certain phone models over the course of the contract, as needed, based on availability and technology changes. ENA will work with each customer to discuss available phone models at time of any phone order.

¹⁰ Handset installation includes unboxing phones, putting phones together, assigning extension to phone, placing phone on desk, connecting to the network (patch cable), and removing empty boxes. Handset installation does not include cabling. Customer is responsible for having the cable run to the location where you want phone placed. Network jack needs to be easily accessible.

¹¹ Notification device installation includes unboxing devices, putting devices together (if applicable), configuring device, mounting device on wall, connecting to the network (patch cable), and removing empty boxes. Device installation does not include cabling. Customer is responsible for having the cable run to the location where they want device mounted. Network jack needs to be easily accessible.

¹² The pricing above is the gross monthly price for service. Any changes will be approved by the customer's designated personnel before implementation

¹³ There are no traditional "line" restrictions imposed other than the physical limits of your hardware. All voice calls will have access to your entire Internet bandwidth, not just a segregated voice-only channel.

MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: David J. Frye, Chief Finance Officer
Tony Robinson, Chief Technology Officer

DATE: September 15, 2020

SUBJECT: ENA Service LLC, 3 year MSA Opt-In Agreement Renewal for Voice Communication Services

Effective December 19, 2017, KCS executed an Opt-In Agreement with ENA Services LLC. in conjunction with Metro Nashville Public Schools Contract 2-225071-08 for Voice Communication Services. The original term of the agreement was for one year. In 2018, KCS renewed the agreement with ENA for Voice Services for a three-year term.

ENA Services is currently offering a monthly savings to districts willing to renew their service for another three-year term with the MSA opt in agreement. Included in the renewal offer is the ENA Smart Voice Go App. The ENA Voice is offering the discount pricing to its' customers that are committing to renew for an additional three years utilizing the metro Nashville contract.

It is recommended that the Board of Education approve a motion to renew the Opt-In Agreement with ENA Services for the three-year term to take advantage of the Voices Services offer.



AGENDA ACTION FORM

Adopting an Updated Safety and Health Program, as required by the Tennessee Occupational Safety and Health Act through the Tennessee Department of Labor and Workforce Development

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

Action Form No.: AF-253-2020
 Work Session: September 14, 2020
 First Reading: N/A

Final Adoption: September 15, 2020
 Staff Work By: Tommy Hughes
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The State of Tennessee Department of Labor and Workforce Development, Occupational Safety and Health Division is requiring all governmental entities throughout the state to update the mandatory Safety and Health Program. Kingsport has had such a program in place, and this update includes changes to the Tennessee Occupational Safety and Health Act as required by the state.

Attachments:

1. Resolution
2. Updated Safety and Health Program

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN UPDATED OCCUPATIONAL
SAFETY AND HEALTH PROGRAM PLAN

WHEREAS, in accordance with the Tennessee Occupational Safety and Health Act of 1972 in Tennessee Code Annotated Title 50, Chapter 3, the City of Kingsport needs to update the Occupational Safety and Health Program Plan for all employees, including the school department, whether part-time or full-time, seasonal or ongoing; and

WHEREAS, due to certain changes to the law and regulations governing the content of such plan it is necessary to amend the plan to reflect those changes; and

WHEREAS, once approved the updated plan must be submitted to the Tennessee Department of Labor and Workforce Development.

Now therefore,

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

SECTION I The board approves the Occupational Safety and Health Program Plan which is attached hereto as Appendix A, and authorizes its implementation.

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, the Occupational Safety and Health Program Plan in substantially the form as attached, along with all other documents necessary and proper to effectuate the purpose of the plan, said plan being attached hereto as Appendix A.

SECTION III. That the mayor is further authorized to make such changes to the Plan, as attached, that are approved by the mayor and the city attorney and that do not, in their opinion, substantially alter the material provisions of the Plan, 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 15th day of September, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

APPENDIX A

Revised _____ 2020

OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN FOR THE EMPLOYEES OF CITY OF KINGSPORT

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I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of the city of Kingsport, Tennessee.

This plan is applicable to all employees of all departments, including the school department, whether part-time or full-time, seasonal or ongoing.

The city of Kingsport, in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. COMMISSIONER OF LABOR and Workforce Development means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. EMPLOYER means the city of Kingsport, Tennessee, and includes each administrative department, board, commission, division, or other agency of the city of Kingsport,

Tennessee.

- c. **RISK MANAGER, SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH** or **SAFETY DIRECTOR** means the person designated by the establishing resolution, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of the city of Kingsport. For the city of Kingsport, this is the Risk Manager.
- d. **INSPECTOR(S)** means the individual(s) appointed or designated by the Risk Manager to conduct inspections provided for herein. Within this designation are Risk Management Representatives, or other department members assigned with specific duties under this plan. If no such Risk Management Representative(s) is appointed, inspections shall be conducted by the Risk Manager.
- e. **APPOINTING AUTHORITY** means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department, board, commission, division, or other agency of this employer.
- f. **EMPLOYEE** means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or ongoing. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
- g. **PERSON** means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
- h. **STANDARD** means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
- i. **IMMINENT DANGER** means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
- j. **ESTABLISHMENT** or **WORKSITE** means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
- k. **SERIOUS INJURY** or **HARM** means that type of harm that would cause permanent or prolonged impairment of the body in that:
 - 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
 - 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. ACT or TOSH Act shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. GOVERNING BODY means the Board of Aldermen of the city of Kingsport, Tennessee.
- n. CHIEF EXECUTIVE OFFICER means the City Manager of the city of Kingsport, Tennessee.

III. EMPLOYERS RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from and unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employers place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.
- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to insure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

IV. EMPLOYEES RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order

granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.

- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with Information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Risk Manager or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Risk Manager any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Risk Manager. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing In this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety of others or when a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Risk Manager within twenty-four (24) hours after the occurrence.

V. ADMINISTRATION

- a. The Risk Manager is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
 - 1. The Risk Manager may designate person or persons as he/she deems necessary to carry out his/her powers, duties, and responsibilities under this Program Plan.
 - 2. The Risk Manager may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Risk Manager.

3. The Risk Manager shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
 4. The Risk Manager may request qualified technical personnel from any department or section of government to assist him/her in making compliance inspections, accident investigations, or as he/she may otherwise deem necessary and appropriate in order to carry out his/her duties under this Program Plan.
 5. The Risk Manager shall prepare the report to the Commissioner of labor and Workforce Development required by subsection (g) of Section 1 of this plan.
 6. The Risk Manager shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He/she shall make recommendations to correct any hazards or exposures observed. He/she shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
 7. The Risk Manager shall make or cause to be made the investigation of occupational accidents or illnesses.
 8. The Risk Manager shall maintain or cause to be maintained records required under Section VIII of this plan.
 9. The Risk Manager shall, in the eventuality there is an employee fatality will insure the Commissioner of labor and Workforce Development receives notification of the occurrence within eight (8) hours.
 10. The Risk Manager shall, in the eventuality there is accident resulting in an inpatient hospitalization of one or more employees, amputations, and losses of an eye, insure the Commissioner of Labor and Workforce Development receives notification of the occurrence within twenty four (24) hours.”
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.
1. The administrative or operational head shall follow the directions of the Risk Manager on all issues involving occupational safety and health of employees as set forth in this plan.
 2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Risk Manager within the abatement period.
 3. The administrative or operational head should make periodic safety surveys of the establishment under his/her jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
 4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him/her. He/she shall report such accidents, injuries, or illnesses to the Risk Manager along with his/her findings and/or recommendations in accordance with APPENDIX IV of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

VII. VARIANCE PROCEDURE

The Risk Manager may apply for a variance as a result of a complaint from an employee or of his/her knowledge of certain hazards or exposures. The Risk Manager should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
 1. A specification of the standard or portion thereof from which the variance is sought.
 2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
 3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
 4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
 5. A certification that the employer has Informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to Include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or Issue an order granting the variance. An order granting a variance shall be Issued only If it has been established that:
 1. The employer
 - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
 - ii. Has taken all available steps to safeguard employees against the hazard(s) covered

by the standard.

- iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.
- 2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section}.

VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to www.osha.gov and click on Recordkeeping Forms located on the home page.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan.

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORDKEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he/she is assigned to work in conditions which might affect his/her health, safety, or general welfare at the present time or at any time in the future, he/she should report the condition to the Risk Manager.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his/her health, safety, or general welfare. The employee should sign the letter but need not do so if he/she wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Risk Manager will evaluate the condition (s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Risk Manager will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be

posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.

- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he/she may forward a letter to the City Manager or to the governing body explaining the condition(s) cited in his original complaint and why he/she believes the answer to be inappropriate or insufficient.
- d. The City Manager or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he/she may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Risk Manager and the City Manager or the representative of the governing body.
- f. Copies of all complaint and answers thereto will be filed by the Risk Manager who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

X. EDUCATION AND TRAINING

- a. Risk Manager and/or Risk Management Representative(s):
 - 1. Arrangements will be made for the Risk Manager and/or Risk Management Representative(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
 - 2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.
- b. All Employees {including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, at a minimum:

 - 1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employees work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or Injury.
 - 2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful

substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, personal hygiene, etc., which may be required.

3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocution; Struck by/Caught In; Trench Cave In; Heat Stress and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
 - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
 - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
 - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will insure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this Resolution, the Risk Manager and/or Risk Management Representative(s), if appointed, is authorized:
 1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
 2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor,

- operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Risk Manager or Inspector during a routine inspection, he/she shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
 - c. An administrative representative of the employer and a reasonable number of interested employees, if any, shall be given an opportunity to consult with and/or to accompany the Risk Manager or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
 - d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
 - e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
 - f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
 - g. Advance Notice of Inspections.
 - 1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
 - 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees will also be given notice of the inspection.
 - h. The Risk Manager need not personally make an inspection of each and every worksite once every thirty (30) days. He/she may delegate the responsibility for such Inspections to supervisors or other personnel provided:
 - 1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Risk Manager.
 - 2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Risk Manager.
 - i. The Risk Manager shall maintain records of Inspections to include identification of worksite inspected, date of Inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. A copy of these records must also be maintained by the worksite representative performing the inspection if it was not performed by the Risk Manager. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

XII. IMMINENT DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
 - 1. The Risk Manager shall immediately be informed of the alleged imminent danger situation and he/she shall immediately ascertain whether there is a reasonable basis for the allegation.
 - 2. If the alleged imminent danger situation is determined to have merit by the Risk

Manager, he/she shall make or cause to be made an immediate Inspection of the alleged imminent danger location.

3. As soon as it is concluded from such Inspection that conditions or practices exist which constitutes an imminent danger, the Risk Manager or Risk Management Representative shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
 4. The administrative or operational head of the workplace in which the imminent danger exists, or his/her authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Risk Manager or Risk Management Representative and to the mutual satisfaction of all parties involved.
 5. The imminent danger shall be deemed abated if:
 - i. The Imminence of the danger has been eliminated by removal of employees from the area of danger.
 - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
 6. A written report shall be made by or to the Risk Manager describing in detail the imminent danger and its abatement. This report will be maintained by the Risk Manager in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
1. Any refusal to abate an imminent danger situation shall be reported to the Risk Manager and City Manager immediately.
 2. The Risk Manager and/or City Manager shall take whatever action may be necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

- a. Whenever, as a result of an inspection or Investigation, the Risk Manager or Risk Management Representative(s) finds that a worksite Is not In compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Risk Manager shall:
 1. Issue an abatement order to the head of the worksite.
 2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
 1. The standard, rule, or regulation which was found to violated.
 2. A description of the nature and location of the violation.
 3. A description of what is required to abate or correct the violation.
 4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Risk Manager in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Risk Manager shall act

promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Risk Manager shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

XIV. PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action as outlined in the city of Kingsport and/or Kingsport City Schools Personnel Policies and Procedures.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All Information obtained by or reported to the Risk Manager pursuant to this plan of operation or the legislation (resolution, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann§ 50- 3-409 can file a complaint with their agency Risk Manager within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

- a. Compliance with any other law, statute, resolution, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, resolution, or executive order,

as applicable, regulating and promoting safety and health unless such law, statute, resolution, or executive order, as applicable, is specifically repealed.

Signature: Risk Manager/Safety Director, Occupational Safety and Health and Date

APPENDIX - I WORK LOCATIONS
(ORGANIZATIONAL CHART)

Number of Employees by Location - AU Kingsport, Tennessee

| Work Location – Name | Address | Contact Person | Employee | |
|---|-----------------------------------|----------------|--------------|-------------|
| | | | Phone # | # Employees |
| | | | | |
| City Hall | 225 West Center Street,37660 | Risk Manager | 423-343-9710 | 40 |
| Fleet Maintenance | 625 West Industry Drive,37660 | Risk Manager | 423-343-9710 | 27 |
| Transportation/Traffic | 1155 Konnarock Road,37664 | Risk Manager | 423-343-9710 | 15 |
| Water/Sewer Maintenance | 1213 Konnarock Road,37660 | Risk Manager | 423-343-9710 | 93 |
| Justice Center | 200 Shelby Street,37660 | Risk Manager | 423-343-9710 | 162 |
| Improvement Building | 201 West Market Street,37660 | Risk Manager | 423-343-9710 | 24 |
| Library | 400 Broad Street,37660 | Risk Manager | 423-343-9710 | 24 |
| Bays Mountain Park and Planetarium | 853 Bays Mountain Park Road,37660 | Risk Manager | 423-343-9710 | 16 |
| Central Fire Station (#1) | 130 Island Street,37660 | Risk Manager | 423-343-9710 | 52 |
| Fire Station #2 | 1804 Crescent Drive. 37664 | Risk Manager | 423-343-9710 | 12 |
| Fire Station #3 | 3828 Memorial Blvd.,37664 | Risk Manager | 423-343-9710 | 12 |
| Fire Station #4 | 2105 West Stone Drive,37660 | Risk Manager | 423-343-9710 | 9 |
| Fire Station #5 | 1517 Lynn Garden Drive,37665 | Risk Manager | 423-343-9710 | 9 |
| Fire Station#6 | 4598 Fort Henry Drive,37663 | Risk Manager | 423-343-9710 | 9 |

| | | | | |
|--------------------------------------|---------------------------------|--------------|--------------|-----|
| Fire Station #7 | 1440 Rock Springs Road,37664 | Risk Manager | 423-343-9710 | 9 |
| Fire Station #8 | 1205 New Beason Well Road,37660 | Risk Manager | 423-343-9710 | 9 |
| Transit Station | 900 E. Main Street,37660 | Risk Manager | 423-343-9710 | 27 |
| Transit Garage | 629 Industry Drive,37660 | Risk Manager | 423-343-9710 | 1 |
| Streets and Sanitation | 609 Industry Drive,37660 | Risk Manager | 423-343-9710 | 117 |
| Landfill | 1921 1/2 Brookside Lane,37660 | Risk Manager | 423-343-9710 | 6 |
| Renaissance Center | 1200 E. Center Street,37660 | Risk Manager | 423-343-9710 | 11 |
| Adams Elementary School | 2727 Edinburgh Channel Rd,37664 | Risk Manager | 423-343-9710 | 79 |
| Jackson Elementary School | 600 Jackson Street,37660 | Risk Manager | 423-343-9710 | 84 |
| Jefferson Elementary School | 2216 Westmoreland Avenue,37664 | Risk Manager | 423-343-9710 | 59 |
| Johnson Elementary | 1001 Ormond Drive,37664 | Risk Manager | 423-343-9710 | 58 |
| Lincoln Elementary | 1000 Summer Street,37664 | Risk Manager | 423-343-9710 | 67 |
| Roosevelt Elementary | 1051 Lake Street,37660 | Risk Manager | 423-343-9710 | 66 |
| Washington Elementary | 1100 Bellingham Drive,37660 | Risk Manager | 423-343-9710 | 91 |
| Palmer Center | 1690 Ft. Henry Drive,37664 | Risk Manager | 423-343-9710 | 31 |
| Robinson Middle School | 1517 Jesse Street,37664 | Risk Manager | 423-343-9710 | 105 |
| Sevier Middle School | 1200 Wateree Street,37660 | Risk Manager | 423-343-9710 | 99 |
| Administrative Support Center | 400 Clinchfield St., Ste.200 | Risk Manager | 423-343-9710 | 49 |
| Education Transportation | 635 Industry Drive,37660 | Risk Manager | 423-343-9710 | 40 |

[illegible]

APPENDIX - II NOTICE TO ALL EMPLOYEES

NOTICE TO ALL EMPLOYEES OF THE CITY OF KINGSPORT, TENNESSEE

The Tennessee Occupational Safety and Health Act of 1972 provide job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to insure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Risk Manager.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be Instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before Risk Manager for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of the City of Kingsport, Tennessee is available for inspection by any employee at the Risk Management Office during regular office hours.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

APPENDIX • III. PROGRAM PLAN BUDGET

STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that the city of Kingsport, Tennessee has sufficient financial resources available or will make sufficient financial resources available as may be required In order to administer and staff Its Occupational Safety and Health Program Plan to comply with standards.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

APPENDIX - IV ACCIDENT REPORTING PROCEDURES

Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after their occurrence. The supervisor will provide the administrative head of the department and the Risk Management department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves loss of consciousness, a fatality, broken bones, severed body member, or third degree burns, the Risk Manager or other member of the Risk Management department will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor or the administrative head of the department will make a written report of the accident within seventy-two (72) hours after the accident occurred or four (4) hours in the event of accidents involving a fatality or the hospitalization of three (3) or more employees.

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to the Risk Management department shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the Injured or Ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.



AGENDA ACTION FORM

Approval of Amendments to Master Documents for the Flexible Spending Account and Section 125 Cafeteria Plan

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

Action Form No.: AF-244-2020
 Work Session: September 14, 2020
 First Reading: N/A

Final Adoption: September 15, 2020
 Staff Work By: S. Baumgartner
 Presentation By: G. DeCroes

Recommendation:

Approve the Resolution.

Executive Summary:

Effective January 1, 2006, the city adopted and restated the amended Section 125 Cafeteria Plan, which is an employee benefit insurance plan. The plan document is a formal, written, legal statement listing the provisions of the insurance plan. It is the master description of benefits under which the employer's health and welfare plan is administered. There are two Master Documents; a Section 125 Cafeteria Plan, which will be updated to add vision insurance; and a Master Document for the Flexible Spending Account (Medical Reimbursement & Dependent Care Reimbursement).

We recommend change to the city's insurance plan, involving the flexible spending account (FAS). The current annual limit set by the city for the FAS for calendar year 2020 is \$2650. Current limit for amount that could be carried over in to calendar year 2021 is a maximum of \$500. Due to pandemic the IRS has increased this amount of carryover up to 20% of the annual limit which would allow participants to carryover a maximum of \$530 from 2020 to calendar year 2021. It is further recommended that the city's plan increase the annual limit to be \$2750 for calendar year 2021 (which is the current limit set by the IRS).

Finally, while making these changes we recommend that for the 2020 calendar year only, any eligible Employee or Participant may make the following changes on a prospective basis only:

- Revoke an existing election to contribute to a Medical Reimbursement Account
- Revoke an existing election to contribute to a dependent Care account.

Approval is requested for mayor to sign both documents.

Attachments:

1. Resolution
2. Master Plan

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

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF KINGSPORT MASTER DOCUMENT FOR THE SECTION 125 CAFETERIA PLAN AND AMENDING A CITY OF KINGSPORT MASTER DOCUMENT FOR THE CITY OF KINGSPORT FLEXIBLE SPENDING ACCOUNT FOR THE MEDICAL REIMBURSEMENT AND DEPENDENT CARE REIMBURSEMENT AND AUTHORIZING THE MAYOR TO SIGN BOTH DOCUMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ADOPTION

WHEREAS, Effective January 1, 2006, the city adopted and restated the amended Section 125 Cafeteria Plan, which is an employee benefit insurance plan, which is the master description of benefits under which the employer's health and welfare plan is administered.

WHEREAS, since that time, there have been changes to the city's insurance plan, including the flexible spending account, changes to the reimbursement limits and needs to be updated to include vision insurance.

WHEREAS, staff recommends amending the Master Document for the Section 125 Cafeteria Plan, which will be updated to add vision; and

WHEREAS, staff also recommends amending the Master Document for the Flexible Spending Account (Medical Reimbursement & Dependent Care Reimbursement) insurance and allowing for a 20% carry over amount maximum of \$530.00 for the 2020 calendar year, and that the city's plan increase the annual limit to be \$2,750.00 for calendar year 2021.

WHEREAS, an additional change to the Master Document for the Flexible Spending Account (Medical Reimbursement & Dependent Care Reimbursement), is that any eligible employee or participant may revoke the existing election to contribute to a Medical Reimbursement Account and/or a dependent care account on a prospective basis only

Now therefore,

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

SECTION I. That the amendment to the Master Document for the Section 125 Cafeteria Plan, a copy of which is attached hereto as Exhibit A, 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, the Master Document for the Section 125 Cafeteria Plan and any and all documents necessary and proper to effectuate the purpose of the Plan.

SECTION III. That amending the Master Document for the Flexible Spending Account (Medical Reimbursement & Dependent Care Reimbursement), a copy of which is attached hereto as Exhibit B, is amended.

SECTION IV. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Master Document for the Flexible Spending Account (Medical Reimbursement & Dependent Care Reimbursement) and any and all documents necessary and proper to effectuate the purpose of the Plan.

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

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

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

ADOPTED this the 15th day of September, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MASTER DOCUMENT

City of Kingsport

FLEXIBLE SPENDING ACCOUNT PLAN

Medical Reimbursement Account: Carryover

Dependent Care Reimbursement Account: Standard

Effective as Amended and Restated January 1, 2021

City of Kingsport

FLEXIBLE SPENDING ACCOUNT PLAN

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INTRODUCTION

Effective Jan 1, 2019, City of Kingsport (the "Company"), adopted the City of Kingsport Flexible Spending Account Plan (hereinafter referred to as the "Plan"). Effective as of January 1, 2021, the City of Kingsport hereby adopts the amended and restated Plan.

The purpose of this Plan is to offer the eligible Employees of the Employer the ability to receive certain reimbursement of medical expenses not reimbursed through other sources and to receive reimbursement of certain dependent care expenses. This Plan shall operate in conjunction with the Section 125 Cafeteria Plan so that such reimbursement is provided in part or in whole through pre-tax reduction of the Employee's compensation. The Plan is intended to comply with the requirements of Section 105, 106, and 129 of the Internal Revenue Code of 1986, where applicable, as amended from time to time.

ARTICLE I

DEFINITIONS

The following terms when used herein shall have the following meanings, unless a different meaning is plainly required by the context. Capitalized terms are used throughout the Plan text for terms defined by this and other sections.

- 1.01 Change in Status means any of the events described under Code Section 125 and the regulations issued thereunder, as well as any subsequent changes to the Code or such regulations and interpretations thereof, that the Plan Administrator, in its sole discretion, recognizes on a uniform and consistent basis, and as set forth in the accompanying Section 125 Cafeteria Plan.
- 1.02 Code means the Internal Revenue Code of 1986, as amended from time to time. Any reference to any section of the Code shall be deemed to include any applicable regulations and rulings pertaining to such section and shall also be deemed a reference to comparable provisions of future laws.
- 1.03 Committee means the individual or individuals appointed by the Company to carry out the administration of the Plan. In the event the Committee has not been appointed, or resigns from a prior appointment, the Company shall be deemed to be the Committee.
- 1.04 Company means City of Kingsport and/or any successor thereto. The Company is the plan sponsor, the plan administrator for purposes of ERISA, and the named Fiduciary.
- 1.05 Compensation means the total cash remuneration received by the Participant by the Employer during a Coverage Period prior to any reductions pursuant to an Enrollment Form authorized hereunder and prior to any Salary Reduction pursuant to Code Section 401(k), 403(b), 408(k), 457(b), 132(f), or 125, as applicable.

- 1.06 Coverage Period means the Plan Year during which a Participant elects to receive benefits under the Plan, provided that, for any Employee who becomes a Participant after the start of a Plan Year, the initial Coverage Period shall mean the period commencing on the effective date of such Participant's participation and extending through the remainder of the Plan Year.
- 1.07 Dependent means a Participant's Spouse, a Participant's child(ren) who meet the definition of dependent at Internal Revenue Code ("IRC") Section 152, or any other person meeting the definition of dependent at IRC Section 152, who is eligible to receive benefits hereunder in accordance with the Enrollment Form for purposes of receiving reimbursements. Notwithstanding the above, effective as of January 1, 2005, and as allowed by IRC Section 105, as amended by the Working Families Tax Relief Act of 2004, for purposes of the Medical Reimbursement Account, Dependent is determined without regard to Section 152(b)(1) (generally having to do with the inability of a person claimed as a dependent, to claim others as the person's dependent; i.e., dependent cannot have dependents), Section 152(b)(2) (generally having to do with joint returns by spouses), and Section 152(d)(1)(B) (generally having to do with gross income limitations for a qualifying relative). Further, any child to whom IRC Section 152(e) applies (having to do with special rules for divorced parents) shall be treated as a Dependent of both parents for purposes of the Medical Reimbursement Account. For dependent care expenses, Dependents shall have the meaning as defined in Code Section 152, except that in the case of such a Dependent who is a qualifying relative, or in the case of a Spouse, such Dependent or Spouse must be physically or mentally incapable of caring for himself or herself, and such Dependent or Spouse must have the same principal place of abode as the taxpayer for more than one-half of the taxable year. In the case of a Participant who has been divorced, the Dependent child shall be defined as provided in Code Section 21(e)(5). Further, in the event that the IRC is amended, such as a technical correction to address a potentially unintended impact of the Working Families Tax Relief Act of 2004 on the definition of "dependent" for purposes of IRC Section 129 for Dependent Care Assistance Programs, including IRC Section 21, or for any other purpose, the definition of Dependent herein shall automatically change along with such IRC amendment, without additional action to this Plan, to conform with such IRC amendment. Effective March 30, 2010 and in addition to the foregoing, the term Dependent shall include a Participant's children who are adult children until the individual child attains 26 years of age, as required by Section 2714 of the Public Health Services Act.

Under the Medical Reimbursement Account, benefits will be provided in accordance with the applicable requirements of any qualified medical child support order, as defined in ERISA Section 609. Further, under the Medical Reimbursement Account, the term "child" may include, in connection with any adoption, or placement for adoption, of the child, an individual who has not attained age 18 as of the date of such adoption or placement for adoption, provided that other requirements of IRC Section 152 are satisfied with respect to the child. The term "placement for adoption" means the assumption and retention by such person of a legal obligation for total or partial support of such child in anticipation of

adoption of such child. The child's placement with such person terminates upon the termination of such legal obligation.

- 1.08 Dependent Care Account means the bookkeeping account established for each Participant to reflect the transactions of the Plan in providing Dependent Care Account benefits to Participants in accordance with Article VI and the Company election in Appendix I.
- 1.09 Effective Date of this amended and restated plan means January 1, 2020, or such later date as of which an adopting Employer adopts the Plan for its Employees.
- 1.10 Election Period means the period designated by the Company, and communicated to Employees in advance, preceding each Coverage Period, during which Participants may make elections to participate in the Plan pursuant to the terms of the Section 125 Cafeteria Plan. For any Employee who first becomes eligible to become a Participant during a Coverage Period, his or her Election Period shall begin following employment. Such Election Period shall be for a period of not less than two weeks.
- 1.11 Employee means any person employed by the Employer as a common-law employee of the Employer. The term shall specifically exclude self-employed individuals as described in Code Section 401(c) or Employees who are members of a collective bargaining unit for which benefits under this Plan have not been provided pursuant to a collective bargaining agreement with the Employer.
- 1.12 Employer means the Company and any other Employer that adopts this Plan pursuant to Section 8.01 and consented to by the Company from time to time, and included in Appendix II to this Plan.
- 1.13 Employer Credit Contribution means any amount which the Employer, in its sole discretion, may contribute on behalf of Participants toward benefits, as provided under Section 125 Cafeteria Plan. The amount of the Employer Credit Contribution, if any, will be disclosed in Participant enrollment materials. The Employer Credit Contribution will be limited as designated in the enrollment materials. Except as otherwise provided in the enrollment materials, no Employer Credit Contribution will be disbursed to a Participant in cash, and any unused contributions shall be returned to the Employer.
- 1.14 Enrollment Form means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego increases in such Compensation and to have an equivalent amount contributed by the Employer to the Plan on the Participant's behalf. The Enrollment Form shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the Enrollment Form (after taking this Plan into account) and subsequently does not become currently available to the Participant.
- 1.15 Fiduciary means the Company, Employer, Committee, any Insurance Company, and any other individual, Company, firm or other entity, to the extent that any of the above exercises

discretionary authority or control over Plan management, disposition of any plan assets, or administration of the Plan.

- 1.16 Flexible Spending Account means the bookkeeping account established for each Participant to reflect the transactions of the Plan in accordance with Section 3.03. The Flexible Spending Account may consist of either or both a Medical Reimbursement Account and a Dependent Care Account maintained pursuant to this Plan in accordance with Appendix I.
- 1.17 Flexible Spending Account Expenses means the Participant's cost for the benefit(s) described in Section 4.01, plus any Employer Credit Contribution that may be made toward the benefit(s) pursuant to the terms of the Section 125 Cafeteria Plan.
- 1.18 Grace Period means, with respect to any Plan Year, two months and fifteen days after the end of such Plan Year, during which Dependent Care Expenses may be incurred pursuant to Section 6.03 of the Plan, and be attributed to benefits or contributions remaining unused in the Participant's Dependent Care Reimbursement Account at the end of the Plan Year that immediately precedes the Grace Period.
- 1.19 Health Care Plan means the group health care plan maintained by an Employer to provide health and welfare benefits to its employees.
- 1.19 Medical Expense means expenses for medical care (except for qualified long-term care services and eligible long-term care insurance premiums) as defined in Code Section 213(d).

Notwithstanding the foregoing, effective for expenses incurred on and after January 1, 2011 for a medicine or a drug, such expenses shall be treated as eligible for tax-free reimbursement under this Plan as a Medical Expense only if the individual obtains a prescription with the meaning of IRS Notice 2010-59, as amended or superseded from time to time, for such medicine or drug (determined without regard to whether such drug is available without a prescription) or is Insulin. Thus, Medical Expenses incurred on or after January 1, 2011 for medicines or drugs may be reimbursed by this Plan only if (1) the medicine or drug requires a prescription, (2) is available without a prescription (an over-the-counter medicine or drug) and the individual obtains a prescription, or (3) is Insulin.

- 1.20 Medical Reimbursement Account means the bookkeeping account established for each Participant to reflect the transactions of the Plan in providing Medical Reimbursement Account benefits to Participants in accordance with Article V and the Company election in Appendix I.
- 1.21 Participant means, in accordance with Article II, any Employee who is eligible to participate in this Plan, elects and receives Medical Reimbursement Account or Dependent Care Account benefits, and whose participation in the Plan is not terminated.

- 1.22 Plan means the City of Kingsport Flexible Spending Account Plan, including any successor plan.
- 1.23 Plan Administrator means City of Kingsport.
- 1.24 Plan Year means the twelve (12) month period commencing January 1 and ending December 31
- 1.25 Salary Reduction means the amount by which a Participant's Compensation shall be reduced on a pre-tax basis pursuant to the terms of the Section 125 Cafeteria Plan to cover all or a portion of the Flexible Spending Account Expenses attributable to the benefit(s) elected pursuant to Article IV.
- 1.26 Spouse means the legally married husband or wife of a Participant. The terms "husband" and "wife" shall be interpreted in accordance with Code Section 7701(a)(17) and Revenue Ruling 2013-17, 2013-38 I.R.B. 201, and shall be subject to such retroactive application as may be determined by the Internal Revenue Service through subsequent guidance.

ARTICLE II
PARTICIPATION

2.01 Eligibility

Each Employee who normally performs services for the Employer of at least 30 hours per week may elect to participate in the Plan as of the beginning of the next following Coverage Period. Any Employee whose employment begins after the beginning of a Coverage Period may begin participation on the First day after the end of waiting period after completing 0 months of service with the Employer.

2.02 Enrollment

Each eligible Employee shall, during the applicable Election Period, complete an Enrollment Form approved by the Employer. An election made on the Enrollment Form to participate in the Plan shall be irrevocable until the end of the applicable Coverage Period unless the eligible Employee is entitled to change his election pursuant to Section 4.04 hereof. The Enrollment Form is hereby made a part of and incorporated by reference into this Plan.

A Participant shall be required to execute a new Enrollment Form during the Election Period preceding each Coverage Period during which he wishes to participate in this Plan. A Participant shall have the right to revoke any prior Enrollment Form during an Election Period effective the first day of the next Coverage Period.

In the event an eligible Employee or a Participant shall not complete an Enrollment Form, such shall be deemed to be an election of cash as may be represented by the Participant's ongoing Compensation.

2.03 Termination of Participation

- (a) Participation in this Plan shall terminate on (a) the date on which a Participant is no longer eligible for benefits hereunder, or (b) the termination of this Plan. When a Participant ceases to be a Participant under this Plan, the Participant's Salary Reductions will cease, as will the Participant's election to receive reimbursements under the Plan. The Participant will not be able to receive reimbursements for expenses incurred after participation terminates. However, the Participant (or the Participant's estate as applicable) may file a claim for reimbursement for any expenses incurred during the Coverage Period prior to termination in accordance with the appropriate procedures for submitting a claim.

- (b) If the Company is subject to the requirements of COBRA, and if termination of participation in the Plan is a COBRA qualifying event, then COBRA continuation coverage will be offered from the Medical Reimbursement Account through the end of the Plan Year in which the qualifying event occurred. However, COBRA will be offered only to qualified beneficiaries who can become entitled to receive, during the remainder of the Plan Year following the qualifying event, a benefit that exceeds the maximum amount that the law permits as payment for COBRA continuation coverage for the remainder of the Plan Year. Specifically, such Participants will be eligible for COBRA continuation coverage only if they have a positive Medical Reimbursement Account balance at the time of a COBRA qualifying event, taking into account all claims submitted before the date of the qualifying event. The intent of this section is that COBRA will not be offered to participants who have “overspent” their Medical Reimbursement Account. If a Participant elects COBRA, coverage will be available on a self-pay basis for the same coverage that the Participant had under the Medical Reimbursement Account on the day before the qualifying event and only for the remainder of the Plan Year in which the qualifying event occurs. Such COBRA coverage for the Medical Reimbursement Account will cease at the end of the Plan Year and cannot be continued for the next Plan Year. This section will be interpreted according to regulations that have been issued under COBRA.

ARTICLE III
CONTRIBUTIONS

3.01 **Salary Reduction**

If an eligible Employee elects one or more of the benefits described in Section 4.01, pursuant to the applicable election procedure in Article IV, his Compensation shall be reduced through Salary Reduction in an amount equal to his Flexible Spending Account election. However, the amount of the Salary Reduction shall not include any Employer Credit Contribution that may be provided for the elected benefit pursuant to the terms of the Section 125 Cafeteria Plan. The Salary Reduction amount shall be deducted ratably during the Plan Year from the Participant's Compensation.

3.02 **Employer Credit Contributions**

The Employer may make a nonelective Employer Credit Contribution toward benefits, as allowed by the Section 125 Cafeteria Plan. The amount of the Employer Credit Contribution, if any, will be disclosed in Participant enrollment materials and will be limited as designated in the enrollment materials. Any unused Employer Credit Contribution will not be disbursed to a Participant in cash and shall be returned to the Employer, unless otherwise provided in the enrollment materials.

3.03 **Application of Contributions**

An account shall be maintained for each Participant electing to participate in this Plan in an amount equal to aggregate Salary Reduction elected by the affected Participant plus any applicable Employer Credit Contribution. In the event that a Participant elects to participate in both the Medical Reimbursement Account and the Dependent Care Account, if permitted in accordance with Appendix I, a separate account will be maintained for each benefit.

ARTICLE IV

ELECTION OF BENEFITS

4.01 Benefits

Each eligible Employee may elect to enroll in a Flexible Spending Account as set forth in Appendix I. Such election(s) shall be evidenced on forms provided by the Employer.

The Employer in no way guarantees, pursuant to this Plan, a Participant's eligibility for any benefit provided under this Section.

4.02 Annual Elections

During the Election Period, each eligible Employee shall be given the opportunity to elect, on an Enrollment Form provided by the Employer, benefits as set forth in Section 4.01. Any such election shall be effective for expenses incurred during the Coverage Period beginning on the date following the end of the Election Period.

4.03 Elections by New Employees

An Employee whose employment begins after the beginning of a Coverage Period may not receive benefits under the Plan until after the period during which the Employee becomes a Participant in the Plan in accordance with Article II.

4.04 Change of Elections

Any Participant may change a previous election made pursuant to the Plan after the Coverage Period (to which such election relates) has commenced and make a new election with respect to the remainder of such Coverage Period if the change is provided for in the corresponding Section 125 Cafeteria Plan. An authorized change must be made in a timely manner as provided in the Section 125 Cafeteria Plan.

4.05 Failure to Elect

Any eligible Employee or Participant failing to complete an Enrollment Form pursuant to Section 4.02 by the end of an applicable Election Period shall not be allowed to participate in the Plan for the Coverage Period to which the Election Period applies.

ARTICLE V

MEDICAL REIMBURSEMENT ACCOUNTS

5.01 Medical Reimbursement Accounts

- (a) Medical Reimbursement Account benefits, if any, shall be provided to the extent permitted in Appendix I.
- (b) The Medical Reimbursement Account shall be used to reimburse eligible Participants for all Medical Expenses at convenient intervals, up to the maximum amount of such account elected on the Participant's Enrollment Form, which maximum amount shall include any available Employer Credit Contribution. Such expense reimbursement must be attributable to the Employee, paid for himself or herself, or for his or her Spouse, or his or her Dependents, in excess of any payments or other reimbursements under any health plan which may be sponsored by the Employer, any governmental agency on behalf of said eligible Participants and their Spouses and Dependents or carried personally by said eligible Participants and covering themselves and/or their Dependents.

In order to be reimbursed under this account, a Participant shall provide a reimbursement claim form, along with a copy of the invoice stating that the Medical Expense has been incurred and the amount of such expense. An expense is incurred when the Participant is provided with the care that gives rise to the medical expenses, and not when the participant is formally billed or charged for, or pays for the medical care. Further, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage.

Benefits provided hereunder shall be used to pay claims directly to the Participant. The general classes of covered expenses under the account will be:

- Nursing care,
- Hospital bills,
- Doctors' and dentists' bills,
- Psychiatric care,
- Drugs and prescriptions, and
- Medical-related transportation.

Included in the foregoing, but not by way of limitation, will be all medical and dental expenses, including hospital expenses, both room and board and special hospital services; surgical expenses; diagnostic x-rays; prenatal and maternity expenses; infant care in hospital; services of physicians, surgeons and specialists, in or out of hospital; rental of iron lung or other equipment for therapeutic appliances; diagnostic laboratory procedures; drugs and medicine requiring prescriptions; oxygen; anesthesia; blood and plasma; x-ray and radium treatments;

local professional ambulance services; psychiatric treatment; dental care; surgery and appliances; eye glasses; hearing aids and examination thereof. However, expenses for qualified long-term care benefits shall not be considered covered expenses under the Plan.

Effective January 1, 2011 expenses incurred for a medicine or a drug shall be treated as eligible for tax-free reimbursement under this Plan as a Medical Expense only if such medicine or drug is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is Insulin. Thus on or after January 1, 2011, Medical Expenses incurred for medicines or drugs may be reimbursed by this Plan only if (1) the medicine or drug requires a prescription, (2) is available without a prescription (an over-the-counter medicine or drug) and the individual obtains a prescription, or (3) is Insulin.

In addition to the requirements above, effective for expenses incurred on and after January 1, 2011 for over-the-counter drugs or medicine, the Participant must submit the prescription or a copy of the prescription or other documentation that a prescription has been issued. If the above required documentation is not provided for over-the counter drugs or products, such expenses will not be reimbursed under the Plan.

Notwithstanding anything herein to the contrary, all elections of coverage hereunder and the Employee's commitment to provide Medical Reimbursement Account expenses shall be made by an annual election and shall be based on the annual Coverage Period determined pursuant to the Enrollment Form.

Further, the amount of any Salary Reduction Medical Reimbursement Account expenses agreed to by the Participant shall be collected by the Employer per pay period pursuant to the Enrollment Form.

The maximum benefit payable to or on behalf of a Participant from the Medical Reimbursement Account for the Coverage Period shall not exceed the amount elected on the Enrollment Form which is attributable to the Medical Reimbursement Account, including any applicable Employer Credit Contribution. The Participant has other coverage available under a Health Care Plan of the Employer for the Coverage Period, and such other coverage is not limited to benefits that are excepted benefits under the Health Insurance Portability and Accountability Act.

5.02 Amount of Benefits

The maximum amount that may be elected to a Medical Reimbursement Account shall be the maximum amount identified in Appendix I. In addition, any amounts contributed to the Participant's Medical Reimbursement Account shall be subject to the following requirements:

- (a) no interest shall be credited to such accounts;
- (b) reimbursements shall be paid to the Participant following the submission of eligible expenses;
- (c) funds may not be transferred between this and any other account;
- (d) a Participant may submit eligible expenses incurred during the Coverage Period up to February 28 following the end of the Coverage Period; and
- (e) any balance in the Participant's account as of the last day of the Coverage Period which is not used to provide reimbursement for Medical Expenses incurred during the Coverage Period shall be forfeited by the Participant and used by the Company to offset any losses of the Company under the Medical Reimbursement Account program, or to reduce costs of administration. Any further excess shall be used in any manner authorized by relevant law.

However, effective January 1, 2014, and subject to the conditions contained in this paragraph, Participants may carry over to the subsequent Coverage Period an amount, up to \$500, in Participant's Medical Reimbursement Account remaining unreimbursed as of the end of the period for submitting eligible expenses (February 28). The amount carried over may be used only to pay or reimburse Medical Expenses incurred during the entire Coverage Period to which the amount is carried over. For purposes of this Section, the amount remaining unused shall be calculated after all Medical Expenses have been reimbursed as soon as administratively feasible after the end of the period for submitting eligible expenses. Notwithstanding the foregoing, this paragraph shall not apply for a given Coverage Period, and thus no carryover will be available, if the Plan also provides for a Grace Period as of the last day of the Plan Year from which amounts would be carried over, during which benefits or contributions remaining in a Participant's Medical Reimbursement Account as of the end of a Plan Year are available to pay or reimburse the Participant for Medical Expenses incurred after that Plan Year.

With respect to the carryover allowance described above, the amount that may be carried over to the following Coverage Period is equal to the lesser of (1) any unused amounts from the immediately preceding Coverage Period or (2) \$500. Any unused amount in excess of \$500 that remains unused as of the end of period

for submitting eligible expenses is forfeited. For ease of administration, reimbursements of all claims for expenses that are incurred in the current Coverage Period shall be treated as reimbursed first from unused amounts credited for the current Coverage Period and, only after exhausting these current Coverage Period amounts, as then reimbursed from unused amounts carried over from the preceding Coverage Period. Any unused amounts from the prior Coverage Period that are used to reimburse a current Coverage Period expense (a) reduce the amounts available to pay prior Coverage Period expenses during the period for submitting eligible expenses, (b) must be counted against the permitted carryover of up to \$500, and (c) cannot exceed the permitted carryover.

5.03 Qualified Reservist Distributions (Optional)

Effective June 17, 2008, a Participant may request a Qualified Reservist Distribution of any unused balance in the Participant's Medical Reimbursement Account. For purposes of this provision a "Qualified Reservist Distribution" means any distribution to a Participant of all or a portion of the balance in the Participant's Medical Reimbursement Account if:

- (a) such Participant was (by reason of being a member of a reserve component (as defined in Section 101 of Title 37, United States Code)) ordered or called to active duty for a period in excess of 179 days or for an indefinite period; and
- (b) such distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under such an arrangement for the plan year which includes the date of such order or call.

5.04 Qualified HSA Distributions

Qualified HSA Distributions, as defined by Code Section 106, are allowed, as provided in subsection (a), (b), and (c) below.

- (a) Plan-Year-End Rollovers from Medical Reimbursement Account to HSA. A Participant with a balance in a Medical Reimbursement Account with a grace period at the end of the Medical Reimbursement Account Plan Year is treated as an eligible individual for HSA purposes as of the first day of the first month in the immediately following Plan Year that the individual has high deductible health plan (HDHP) coverage on the first day of the month if:
 - (i) A Qualified HSA Distribution from the Medical Reimbursement Account has not been previously made on behalf of the Participant with respect to that particular Medical Reimbursement Account,
 - (ii) The Participant has HDHP coverage as of the first day of the month during which the Qualified HSA Distribution occurs, and is otherwise an eligible individual,

- (iii) The Participant elects by the last day of the Plan Year to have the employer make a Qualified HSA Distribution from the Medical Reimbursement Account to the HSA of the Participant,
 - (iv) The Medical Reimbursement Account makes no reimbursements to the Participant after the last day of the Plan Year,
 - (v) The employer makes the Qualified HSA Distribution directly to the HSA trustee by the fifteenth day of the third calendar month following the end of the immediately preceding Plan Year, but after the Participant becomes HSA eligible,
 - (vi) The Qualified HSA Distribution from the Medical Reimbursement Account does not exceed the lesser of the balance of the Medical Reimbursement Account on (a) September 21, 2006, or (b) the date of such Distribution, and
 - (vii) Either (a) after the Qualified HSA Distribution there is a zero balance in the Medical Reimbursement Account, and the Participant is no longer a participant in any non-HSA compatible health plan or (b) effective on or before the date of the first Qualified HSA Distribution the Medical Reimbursement Account is converted to an HSA-compatible health FSA, as described in Rev. Rul. 2004-45, for all participants.
- (b) Other HSA Rules. This Plan is amended (i) to eliminate any provision that ties the allowable HSA contribution amount to the HDHP deductible, so that the maximum HSA contribution becomes tied solely to the statutory maximum, (ii) to eliminate any contribution restriction applicable to an individual who enrolls in a HDHP mid-year, so that the individual may be HSA-eligible for the entire year, provided that certain limitations (which limitations do not apply to situations involving disability and death) are met with respect to the applicable 12-month testing, and (iii) to eliminate any negative impact of a Medical Reimbursement Account grace period on HSA eligibility for a Medical Reimbursement Account participant who has a zero balance as of the end of the Plan Year to which the grace period applies.
- (c) December 31, 2011 Sunset. As required by Code Section 106(e)(2)(B), any and all Qualified HSA Distributions must be contributed by the Employer directly to a Participant's HSA before January 1, 2012.

ARTICLE VI

DEPENDENT CARE ACCOUNTS

6.01 Dependent Care Accounts

- (a) Dependent Care Account benefits, if any, shall be provided to the extent permitted in Appendix I.
- (b) The Dependent Care Accounts shall be used to reimburse each eligible Participant for dependent care expenses, as defined in Code Section 129, up to the maximum amount of such Dependent Care Account expenses elected on the Participant's Enrollment Form (which maximum amount shall include any available Employer Credit Contribution) and credited to the Participant's Dependent Care Account. A Participant may not be reimbursed for the amount of any dependent care expenses that have not yet been credited to the Participant's Dependent Care Account through Salary Reduction or through any Employer Credit Contribution.
- (c) The amount contributed to this account shall be used to pay employment-related dependent care expenses for a Dependent child or children under the age of thirteen (13) or for the expenses of any other Dependent, which are necessary to enable the Participant to remain gainfully employed. Employment-related dependent care expenses shall include the amounts paid for expenses of a Participant for household services or for the care of an eligible Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more eligible Dependents with respect to such Participant, provided that:
 - (i) if such amounts are incurred outside the Participant's home at a facility that provides care for a fee, payment or grant for more than six individuals who do not usually reside at the facility, the facility must comply with all applicable state and local laws and regulations including licensing requirements, if any;
 - (ii) if such amounts are incurred outside the Participant's home for a Dependent who is not a Dependent child, such expenses must be incurred for the care of a Dependent who regularly spends at least 8 hours each day in the Participant's household; and
 - (iii) employment-related dependent care expenses of a Participant shall not include amounts paid to or incurred by a child of such Participant who is under the age of nineteen (19), or to an individual for whom the Participant or the Participant's Spouse is allowed a personal exemption under IRC Section 151(c).

In order to be reimbursed under this account, a Participant shall complete a reimbursement form and submit a statement of the amount of the expenses that have been incurred. An expense shall be considered as incurred when the Participant is provided with the care that gives rise to the expense, and not when the Participant is formally billed or charged for, or pays for the care.

6.02 Amount of Benefits

The maximum amount that may be elected to a Dependent Care Account shall be the amount identified in Appendix I, but in no event shall a Participant's election exceed the lesser of:

- (a) five thousand dollars (\$5,000.00) (or twenty-five hundred dollars (\$2,500.00) in the case of a separate return filed by a married Participant);
- (b) in the case of an Employee who is not married at the close of the Employee's taxable year, the earned income of such Employee for such taxable year; or
- (c) in the case of an Employee who is married at the close of such taxable year, the lesser of:
 - (i) the earned income [as defined in Code Section 32(c)(2)] of such Employee for such taxable year, or
 - (ii) the earned income of the Spouse of such Employee for such taxable year.

Amounts contributed to the Participant's Dependent Care Account shall be subject to the following requirements:

- (a) no interest shall be credited to such accounts;
- (b) reimbursements shall be paid to the Participant following the submission of eligible expenses;
- (c) funds may not be transferred between this and any other accounts;
- (d) a Participant may submit eligible expenses incurred during the Coverage Period up to February 28 following the end of the Coverage Period; and
- (e) any balance in the Participant's account as of the last day of the Coverage Period which is not used to provide reimbursement for dependent care expenses incurred during the Coverage Period shall be forfeited by the Participant and used by the Company to reduce costs of administration. Any excess shall be used in any manner authorized by relevant law.

ARTICLE VII
ADMINISTRATION

7.01 Plan Administration

The operation of the Plan shall be under the supervision and control of the Committee. It shall be a principal duty of the Committee to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Participants in the Plan. The Committee shall have full power and discretion to administer the Plan in all of its details; subject, however, to the pertinent provisions of the Code and other controlling law. The Committee's discretionary powers, in addition to all other powers, provided by this Plan, shall include, but shall not be limited to, the following authority:

- (a) to make and enforce such rules and regulations as the Committee deems necessary or proper for the efficient administration of the Plan;
- (b) to interpret the Plan; the Committee's interpretations thereof rendered in good faith shall be final and conclusive on all persons claiming benefits under the Plan;
- (c) to decide all questions of fact and/or law concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan; and
- (d) to appoint such agents, counsel, accountants, consultants and actuaries as may be required to assist in administering the Plan.

Further, the Committee is empowered to limit or modify the elections of highly compensated employees, highly compensated individuals or key employees to the extent necessary to comply with any applicable non-discrimination requirements of the Code, however, any such limitation or modification shall be made in a uniform and consistent manner and shall not have the effect of circumventing any provision of the Code or other applicable law.

The Committee shall have the authority to allocate among its members or employees any of its duties and responsibilities under the Plan or may designate persons other than members or employees to carry out any of its duties and responsibilities. Any such designation shall carry with it the discretionary power of the Committee as set forth above, as to those duties and responsibilities that are so designated.

7.02 Fiduciaries

Each Fiduciary who is allocated specific duties or responsibilities under this Plan, or any Fiduciary who assumes such a position with this Plan shall discharge his duties for the exclusive benefit of the Participants and Dependents and for the exclusive purpose of providing such benefits as stipulated in such Plan to such Participants and Dependents or

defraying reasonable expenses of administering the Plan. Each Fiduciary, in carrying out such duties and responsibilities, shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in exercising such authority or duties.

A Fiduciary may serve in more than one Fiduciary capacity and may employ one or more persons to render advice with regard to his Fiduciary responsibilities. If the Fiduciary is serving as such without compensation, all expenses reasonably incurred by such Fiduciary shall be reimbursed by the Company or by another Employer.

7.03 Insurance and Plans of Benefits

This Plan shall not affect the benefits provided through any contract of insurance nor shall it affect the terms of any insurance contract. An insurance company shall continue to have exclusive authority and discretion to interpret its contract and to manage and control any funds held by it to the extent permitted under the terms of any insurance contract with the Employer. Further, this Plan shall not affect the terms of any other programs of benefits, whether insured or self-funded.

7.04 Examination of Records

The Committee shall make available to each Participant such records as they pertain to the Participant, for examination at reasonable times during normal business hours.

7.05 Claims for Benefits and Appeal Process

Claims for Benefits

Any claim for benefits under this Plan is to be submitted to the entity that has been retained to provide claims administration, hereafter the Claims Administrator. Within 30 days after receipt by the Claims Administrator of a claim for reimbursement, the Plan will make reimbursement for Medical Care Expenses that are payable by the Plan. If the expense submitted is not reimbursable by the Plan, the Participant will be notified within 30 days that his or her claim has been denied.

The 30-day period described above may be extended for up to 15 days if necessary due to matters beyond the control of the Plan, including situations where a reimbursement claim is incomplete. A written notice of any 15-day extension will be provided prior to the expiration of the initial 30-day period. An extension notice will describe the reasons for the extension and the date a decision on the claim is expected to be made. If the extension is necessary due to failure of the claimant to submit information necessary to decide the claim, the notice of extension will describe the required information and will allow the Participant 45 days from receipt of the notice in which to provide the required information. In the meantime, any decision on the claim will be suspended.

If a claim is denied, the Participant will be provided with a written or electronic notification identifying (1) the specific reason or reasons for the denial, (2) reference to the specific plan provisions on which the denial is based, (3) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, (4) a description of the plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following a denial on review; and (5) if an internal rule, guideline, protocol, or similar criteria was relied on in making the determination, you will be provided either the specific rule, guideline, protocol, or other similar criteria, or you will be given a statement that such a rule, guideline, etc., was relied on and that a copy of the rule, guideline, etc., will be provided free of charge upon request. If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge on request.

Appeal Process

In the event a claim for benefits is denied, the claimant or his or her duly authorized representative, may appeal the denial to the Committee within 180 days after receipt of written notice of the denial. If the claimant has had no response to the initial filed claim within 30 days (including a notice indicating that an extension to decide the claim is necessary), then the claim shall be deemed denied, and an appeal should be filed within 180 days of the deemed denial, in accordance with this paragraph. The appeal process described here must be followed, or the Participant will lose the right to appeal the denial and the right to file a civil action in court as provided by ERISA. In pursuing an appeal, the claimant or the duly authorized representative:

- a. must request in writing that the Committee review the denial;
- b. may review (on request and free of charge) all documents, records, and other information relevant to the claim; and
- c. may submit written issues and comments, documents, records, and other information regarding the claim.

The appeal will be reviewed by the Committee, and written comments, documents, records, and other information submitted by the Participant will be taken into account. The review will not defer to the initial adverse determination, will not be conducted by the individual(s) who made the initial adverse determination, and will not be conducted by a subordinate of that individual(s). In deciding an appeal that is based in whole or in part on a medical judgment, the Committee shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. This professional will be someone who was not involved with the initial denial, nor the subordinate of anyone who was involved with the initial denial. On request, the

identification of the medical expert whose advice was obtained will be provided, without regard to whether the advice was relied upon.

The decision on review shall be made in writing within 60 days after receipt of the appeal. If the decision on review is adverse to the claimant, the written decision will be written in a manner calculated to be understood by the claimant, and will include (1) the specific reason or reasons for the adverse determination; (2) references to the specific plan provisions on which the denial is based; and (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim. If an internal rule, guideline, protocol, or other similar criteria was relied upon in making the decision, the claimant will be provided either the specific rule, guideline, protocol, or other similar criterion, or will be given a statement that such rule, guideline, etc., was relied upon and that a copy of the rule, guideline, etc. will be provided free of charge upon request. If the adverse decision is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

If the decision on review is not furnished within the time specified above, the claim shall be deemed denied on review, and the Participant will have the right to pursue his or her claim under ERISA, including the right to file a lawsuit.

The claim and appeal procedures explained above will be interpreted consistent with regulations issued by the U.S. Department of Labor.

Notwithstanding the foregoing, any claim which arises under any insurance contract(s) or Health Care Plan or other employee benefit plan that is not a Flexible Spending Account covered by this Plan shall not be subject to review under this Plan.

ARTICLE VIII

PARTICIPATION BY OTHER EMPLOYERS

8.01 Adoption of Plan

With the consent of the Company, any Employer which is treated as a single employer with the Company under subsections (b), (c) or (m) of Section 414 of the Code, or a successor company thereto, may become a participating Employer under the Plan by

- (a) taking such action as shall be necessary to adopt the Plan,
- (b) filing with the Committee a copy of an executed adoption agreement in a form specified by the Company and attached to this Plan in Appendix II, and
- (c) taking such other action as may be necessary or desirable to put the Plan into effect with respect to such Employer.

8.02 Withdrawal from Participation

Any Employer may withdraw from participating in the Plan at any time by filing with the Committee a copy of a resolution of its board of directors to that effect and giving notice of its intended withdrawal to the Company prior to the effective date of withdrawal. Notwithstanding the above, the Company may prohibit the withdrawal of an Employer if such withdrawal would cause the Plan satisfy any applicable requirement under the Code.

8.03 Company Authorized to Act for Employers

Each Employer which shall become a participating Employer pursuant to Section 8.01 shall be deemed to have appointed the Company to exercise on its behalf all of the powers and authorities hereby conferred upon the Company by the terms of the Plan, including, but not by way of limitation, the power to amend and terminate the Plan. The authority of the Company to act as such shall continue until such Employer shall withdraw from the Plan. Notwithstanding the foregoing, the Company shall not have the authority to amend the Adoption Agreement executed by another Employer.

ARTICLE IX

AMENDMENT OR TERMINATION OF PLAN

9.01 Amendment or Termination

The Company reserves the right to amend, modify, revoke or terminate the Plan at any time, in whole or in part, without the consent of any Participant or Dependent. The authority to make any such changes to the Plan rests with the Committee or the appropriate authorized officers or other representatives of the Company. An amendment shall be in writing. If terminated, so further Salary Reductions shall be made.

ARTICLE X

MISCELLANEOUS

10.01 Non-Alienation of Benefits

No benefit, right or interest of any person hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, seizure, attachment or legal, equitable or other process or be liable for, or subject to, the debts, liabilities or other obligations of such person, except as otherwise required by law.

10.02 Limitation on Participant Rights

Nothing appearing in or done pursuant to the Plan shall be held or construed:

- (a) to give any person any legal or equitable right against any Employer or the Committee, except as expressly provided herein or provided by law; or
- (b) to create a contract of employment with any Participant, to obligate the Employer to continue the service of any participating Employee or to affect or modify his or her terms of employment in any way.

10.03 Governing Law

This Plan is governed by the Internal Revenue Code and the regulations issued thereunder, to the extent that the Code addresses a provision provided in the Plan. In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. Portions of this Plan are also governed by the Employee Retirement Income Security Act. To the extent not addressed by the Code or otherwise preempted by federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Tennessee.

10.04 Severability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

10.05 Captions

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan or in any way shall affect the Plan or the construction of any provision thereof.

10.06 Non-Gender Clause

Whenever used in this Plan, the masculine gender shall include the feminine and the plural form shall include the singular.

ARTICLE XI

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

11.01 Governing Law

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations restrict the Plan Sponsor's ability to use and disclose individually identifiable health information that is protected by HIPAA (hereafter "protected health information" or "PHI"). The following HIPAA definition of PHI applies to this Plan.

11.02 Protected Health Information

Protected health information means information that is created or received by the Plan and relates to the past, present, or future physical or mental health or condition of an individual; the provisions of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual. Protected health information includes information of persons living or deceased. The Plan Sponsor shall have access to PHI from the Plan only as permitted herein or as otherwise required or permitted by HIPAA.

11.03 Provision of Protected Health Information to Plan Sponsor

(1) Permitted Disclosure of Enrollment/Disenrollment Information. The Plan (or a health insurance issuer or HMO with respect to the Plan) may disclose to the Plan Sponsor information on whether the individual is participating in the Plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Plan.

(2) Permitted Uses and Disclosure of Summary Health Information. The Plan (or a health insurance issuer or HMO with respect to the Plan) may disclose Summary Health Information to the Plan Sponsor, provided the Plan Sponsor requests the Summary Health Information for the purpose of (i) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (ii) modifying, amending, or terminating the Plan. "Summary Health Information" means: information that: summarizes the claims history, claims expenses or type of claims experienced by individuals for whom a plan sponsor had provided health benefits under a group health plan; and from which the information described at 42 CFR § 164.514(b)(2)(i) has been deleted, except that the geographic information described in 42 CFR § 164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit zip code.

(3) Permitted and Required Uses and Disclosure of Protected Health Information for Plan Administration Purposes. Unless otherwise permitted by law, and subject to the conditions of disclosure described in Section 11.03(5) below and obtaining written certification as further described below in Section 11.04 below, the Plan (or a health insurance issuer or HMO on behalf of the Plan) may disclose PHI to the Plan Sponsor,

provided the Plan Sponsor uses or discloses such PHI only for Plan administration purposes. "Plan administration purposes" means administration functions performed by the Plan Sponsor on behalf of the Plan and having to do with payment and health care operations, including but not limited to activities such as quality assurance, claims processing, auditing, and monitoring. Plan administration functions do not include functions performed by the Plan Sponsor in connection with any other benefit or benefit plan of the Plan Sponsor, and they do not include any employment-related functions.

(4) Notwithstanding the provisions of this Plan to the contrary, in no event shall the Plan Sponsor be permitted to use or disclose PHI in a manner that is inconsistent with 45 CFR § 164.504(f).

(5) Conditions of Disclosure for Plan Administration Purposes. Plan Sponsor agrees that with respect to any PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) disclosed to it by the Plan (or a health insurance issuer or HMO on behalf of the Plan) Plan Sponsor shall:

- (a) Not use or further disclose the PHI other than as permitted or required by the Plan or as required by law.
- (b) Ensure that any agent, including a subcontractor, to whom it provides PHI received from the Plan agrees to the same restrictions and conditions that apply to the Plan Sponsor with respect to PHI.
- (c) Not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
- (d) Report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware.
- (e) Make available PHI to comply with HIPAA's right to access in accordance with 45 CFR § 164.524.
- (f) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
- (g) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- (h) Make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with HIPAA's privacy requirements.
- (i) If feasible, return or destroy all PHI received from the Plan that the Plan

Sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- (j) Ensure that the adequate separation between Plan and Plan Sponsor (i.e., the “firewall”), required in 45 CFR § 504(f)(2)(iii), is satisfied.

Further, as of the date that the HIPAA Security Rules apply to this Plan, Plan Sponsor further agrees that if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) on behalf of the covered entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. Plan Sponsor will report to the Plan any security incident of which it becomes aware. For this purpose, security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

- (6) Adequate Separation Between Plan and Plan Sponsor. The Plan Sponsor shall allow the following to access PHI: _____ . No other persons shall have access to PHI. These specified employees (or classes of employees) shall only have access to and use PHI to the extent necessary to perform the Plan administration functions that the Plan Sponsor performs for the Plan. In the event that any of these specified employees do not comply with the provisions of this Section, that employee shall be subject to disciplinary action by the Plan Sponsor for non-compliance pursuant to the Plan Sponsor’s employee discipline and termination procedures or other special discipline procedure that may be created by the Privacy Officer.

Further, as of the date that the HIPAA Security Rules apply to this Plan, Plan Sponsor will ensure that the above provisions related to Adequate Separation are supported by reasonable and appropriate security measures to the extent that the designees above have access to electronic PHI.

11.04 Certification of Plan Sponsor

The Plan (or a health insurance issuer or HMO with respect to the Plan) shall disclose PHI to the Plan Sponsor only upon the receipt of a certification from the Plan Sponsor that the Plan has been amended to incorporate the provisions of 45 CFR § 164.504(f)(2)(ii), and that the Plan Sponsor agrees to the conditions of disclosure set forth in Section 11.03(5) above, “Conditions of Disclosure for Plan Administration Purposes.”

ARTICLE XII

ADOPTION OF THE PLAN

IN WITNESS WHEREOF, the following authorized representative of the Company has executed this Plan on this the _____ day of _____, _____, to be effective the _____ day of _____, _____.

ATTEST: (SEAL)

City of Kingsport

By:

By:

Title:

Statement Regarding Optional Provision – Plan Section 5.03

The Company _____ does _____ does not adopt the optional provisions of Plan Section 5.03 regarding Qualified Reservist Distribution.

APPENDIX I

Maximum Amount of Medical Reimbursement Account Elective Contributions

| <u>Effective Date</u> | <u>Maximum Amount of Elective Contributions per Plan Year</u> |
|------------------------------|--|
| <u>01/01/2021</u> | <u>\$2,750</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

Maximum Amount of Dependent Care Account Elective Contributions

| <u>Effective Date</u> | <u>Maximum Amount of Elective Contributions per Plan Year</u> |
|------------------------------|--|
| <u>01/01/2021</u> | <u>\$5,000</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

APPENDIX II

**ADOPTION AGREEMENT FOR THE
City of Kingsport
FLEXIBLE SPENDING ACCOUNT PLAN**

The authorized representative of City of Kingsport whose name appears below hereby adopts the City of Kingsport Flexible Spending Account Plan (the Plan) in accordance with Section 8.01 of the Plan as an adopting Employer this _____ day of _____, _____, to be effective the _____ day of _____, _____.

ATTEST: (SEAL)

City of Kingsport

By:

By:

Title:



AGENDA ACTION FORM

Amend the Community Agreement with First Tennessee Development District

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

Action Form No.: AF-243-2020
 Work Session: September 14, 2020
 First Reading: N/A

Final Adoption: September 15, 2020
 Staff Work By: Morris
 Presentation By: McCart

Recommendation:

Approve the Resolution.

Executive Summary:

This resolution amends the agreement between the City of Kingsport and the First Tennessee Development District.

The city does an annual community services agreement to provide financial assistance to non-profit organizations and not-for-profit corporations. The annual agreements for FY 2020-2021 were approved at the June 2, 2020 business meeting.

FTDD's need is based on assessment and should not have been subject to the 6% cut to special programs. The difference is \$379 dollars and funds have been transferred to cover this amount.

Attachments:

1. Resolution
2. Amended Agreement

Funding source appropriate and funds are available: *JM*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH FIRST TENNESSEE DEVELOPMENT DISTRICT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE FO THE AMENDMENT

WHEREAS, on June 2, 2020, the board approved a resolution authorizing the mayor to sign an annual agreement with First Tennessee Development District to provide for financial assistance to the agency; and

WHEREAS, First Tennessee Development District has requested an amendment to the agreement changing the payment amount from \$5,941.00 to \$6,320.00 based on local assessment; and

WHEREAS, funds are available in 110-1005-405.80-16.

Now therefore,

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

SECTION I. That an amendment to the agreement with First Tennessee Development District amending Sections 3 and 10 reflecting the new amount of \$6,320.00, is approved.

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

AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF KINGSFORT, TENNESSEE
AND
FIRST TENNESSEE DEVELOPMENT DISTRICT

THIS AMENDMENT to the AGREEMENT formerly made and entered into as of the 1st day of July, 2020, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Development District, hereinafter called "FTDD".

WITNESSETH:

3. MAXIMUM PAYMENT. It is expressly understood and agreed that the total amount to be paid by CITY to FTDD under this Agreement will not exceed SIX THOUSAND THREE HUNDRED TWENTY DOLLARS (\$6,320.00).

10. TERMINATION. This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FTDD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SIX THOUSAND THREE HUNDRED TWENTY DOLLARS (\$6,320.00).

All other provisions of the Agreement shall remain in full force and effect during the term of the agreement effective July 1, 2020.

WHEREAS IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment 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 15th day of September, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AMENDMENT TO AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

FIRST TENNESSEE DEVELOPMENT DISTRICT

THIS AMENDMENT to the AGREEMENT formerly made and entered into as of the 1st day of July, 2020, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Development District, hereinafter called "FTDD".

WITNESSETH:

- 3. MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FTDD under this Agreement will not exceed SIX THOUSAND THREE HUNDRED TWENTY DOLLARS (\$6,320.00).
- 10. TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FTDD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SIX THOUSAND THREE HUNDRED TWENTY DOLLARS (\$6,320.00).

All other provisions of the Agreement shall remain in full force and effect during the term of the agreement effective July 1, 2020.

WHEREAS IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**FIRST TENNESSEE DEVELOPMENT
DISTRICT**

Executive Director

CITY OF KINGSPORT

PATRICK W. SHULL, Mayor

Attest:

SIDNEY H. COX, City Recorder

Approved as to form:

J. MICHAEL BILLINGSLEY, City Attorney