



## **AGENDA**

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

**Monday, May 17, 2021, 4:30 p.m.  
City Hall, 415 Broad Street, Boardroom**

#### **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  
Michael Borders, Assistant City Manager  
J. Michael Billingsley, City Attorney  
Scott Boyd, Fire Chief  
George DeCroes, Human Resources Director  
Adrienne Batara, Public Relations Director  
John Rose, Economic Development Director

Ryan McReynolds, Deputy City Manager  
Jessica Harmon, Assistant to City Manager  
Lisa Winkle, Interim CFO/City Recorder  
Dale Phipps, Police Chief  
Ken Weems, Planning Manager  
John Morris, Budget Director

1. Call to Order
2. Roll Call
3. TN College of Applied Technology Update – Dean Blevins
4. Review of Items on May 18, 2021 Business Meeting Agenda
5. Adjourn

**Next Work Session Tuesday, June 1, 4 pm**

## BMA Report, May 18, 2021



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

	01/01/2021 – 04/30/21	05/01/2021 – 05/11/2021
<b>Total Utilization</b>	<b>78.3%</b>	<b>80.3%</b>
City – Active Employees	64.0%	66.0%
City – Dependents	31.5%	26.2%
City – Retirees	0.4%	0.5%
Extended-Patient Services/Other	0.1%	1.6%
Work Comp	0.2%	0.0%
No Show	3.8%	5.7%

\* Extended Patient Services/Other include: patient referral calls, patient follow ups, pharmacy call backs, lab follow up calls, patient record charting and clinic office management

### **Worker's Compensation, John Burkholder**

For the month of April 2021, the City had two and its school system had four recordable worker's compensation claims. Four employees were initially placed on restricted duty. Two returned to work immediately after the initial medical evaluation and treatment. There were no lost time cases during the report period.



# City of Kingsport

May 18, 2021

## Project Status in Pictures

### 1 Lynn View Playground

Crews are currently placing the concrete walkways around the playground.

### 3 Tri-Cities Crossing Paving

Summers-Taylor is milling and paving in the Crossing area.

### 5 Area 31: Airport Paving

Paving near the airport is taking place, with roads near Cracker Barrel and Second Harvet being tackled recently.

### 2 Forest Street Sidewalk Improvements

ADA sidewalk improvements, being completed by city crews, are happening at Forest St.

### 4 Fort Henry Drive Paving

Paving preparation work is happening at the intersection of Memorial Blvd and Fort Henry Dr.





# 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	<b>SR 347 (Rock Springs Road)</b> <b>[State &amp; MTPO funded]</b>	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.
\$10,000,000.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	BMA Approved Additional Services contract with consultant for NEPA
\$5,963,000.00	Niki Ensor	<b>West Kingsport Forcemain and Pump Station Improvements</b>	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	6/14/2021	Satisfactory pressure test completed of the FM from the meter vault to the head works. FM dropped 3psi over 2 hours and the specification was 5 psi over 2 hours
\$3,500,000.00	Michael Thompson	<b>Island Road Improvements from SR-126 to Kingsport City Limits</b>	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig still working to prepare NEPA document.
\$2,500,000.00	Michael Thompson	<b>2021 Main Road Paving (MTPO Funded)</b>	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	Waiting on NEPA approval from TDOT
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2021	Architect is working on plans and having discussions with staff.
\$1,477,741.00	Chad Austin	<b>Phase 5 Water Improvements</b>	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	11/30/2021	Contractor is installing waterline along Amber Street between Patton Street and Greenway Street.
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Phase I Cultural Resources Survey Report submitted to TDOT for reviews 1/7/2021. SHPO review period is 30 days & NAC review period is 45 days.
\$746,785.00		<b>2021 Area 35B Paving</b>	Paving portions of Fordtown Road, Tri-City Crossing, Cox Hollow, Snapps Ferry, and Kendrick Creek roads	6/5/2021	Paving is underway. Started level and paving on Kendrick Creek & Tri Cities Crossing.
\$670,291.15	Michael Thompson	<b>Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to near Pinebrook Drive where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	5/28/2021	Work is underway. Contractor started on Phase 2 end of project.



Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$461,607.00	Michael Thompson	<b>Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Bloomingdale Pike [95% State Funded 5%]	7/2/2021	Current work includes work on the retaining walls and asphalt paving of driveway crossings.
\$415,000.00	Chad Austin	<b>SR 93- Fall Branch section (TDOT)</b>	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021
\$369,338.00		<b>Area 31 Contracted Paving</b>	Milling and paving of selected roadways near Tri-Cities Airport with Kingsport City Limits: Harry Steadman Dr, Wallace Alley St, Millenium Dr, Hospitality Pl, Flagship Dr, Jericho Dr, Cracker Barrel Dr	7/31/2021	Paving is complete. Final markings is only outstanding item.
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$110,000.00	Randy Salyer	<b>Riverfront Park Pedestrian Swinging Bridge Improvements</b>	Structural improvements to the swinging bridge at Riverfront Park.	8/31/2021	Project is expected to be advertised for bids on May 23.
		<b>Area 31 Paving (in house)</b>	Paving of selected roadways near Tri-Cities Airport with Kingsport City Limits: Browder Rd, Lynn Rd, Buttermilk rd, Shipley Ferry Rd, Rocky Branch Rd		Work to be done by City crews beginning Spring 2021

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## **AGENDA**

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

#### **BUSINESS MEETING**

**Tuesday, May 18, 2021, 7:00 p.m.  
City Hall, 415 Broad Street, Boardroom**

#### **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

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Dale Phipps, Police Chief  
Scott Boyd, Fire Chief  
Ken Weems, Planning Manager  
John Morris, Budget Director

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

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

#### **II.B. INVOCATION – Retired Pastor Jack Edwards, served United Methodist Churches**

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

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

1. Keep Kingsport Beautiful Beautification Awards
2. Connect Kingsport Video
3. Proclamation – Public Works Week (Mayor Shull)

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

1. Appointments to the Bays Mountain Park Commission (AF:151-2021) (Mayor Shull)
  - Appointment

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

1. Work Session – May 3, 2021
2. Business Meeting – May 4, 2021

#### **VI. COMMUNITY INTEREST ITEMS**

##### **A. PUBLIC HEARINGS**

1. Public Hearing for 2021 Annual Action Plan w/ Updated Citizen Participation Plan for Community Development Block Grant (AF:123-2021) (Jessica McMurray)
  - Public Hearing
  - 2021 Annual Action Plan
  - Resolution

Revised 5/17/21  
Resolution &  
action plan

#### **COMMENT**

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

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

1. Budget Adjustment Ordinance for Various Funds in FY21 (AF:161-2021) (Chris McCartt)
  - Ordinance – First Reading
2. Apply for and Accept a Section 5307 Capital Grant for the Construction of a Transit Garage and Maintenance Facility (AF:153-2021) (Chris Campbell)
  - Ordinance – First Reading

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

1. Budget Adjustment Ordinance for the Various Funds in FY21 (AF:147-2021) (Chris McCartt)
  - Ordinance - Second Reading & Final Adoption

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

1. Awarding the Bid for the Purchase of One (1) 35 Tone Gooseneck Equipment Trailer (AF-130-2021) (Ryan McReynolds/ Steve Hightower)
  - Resolution

Revised  
5/17/21  
added  
vendor list

2. Ratify the Mayor's Signature Approving the Salvation Army of Kingsport's Consistency with the Consolidated Plan and Ratify Mayor's Signature Authorizing Certification of Local Government Approval for Salvation Army of Kingsport for 2021 Emergency Solutions Grant Application (AF:149-2021) (Jessica McMurray)
  - Resolution
3. Renewing the Award for Janitorial & MRO Supplies/Equipment for FY22 (AF:134-2021) (Ryan McReynolds)
  - Resolution
4. Awarding the Bid for the Purchase of One (1) 72 Passenger Type D School Bus (AF:156-2021) (Steve Hightower)
  - Resolution

All matters listed under the Consent Agenda are considered in the ordinary course of business by the Board of Mayor and Aldermen and will be enacted on one by one motion by a roll call vote. However, if discussion of an item is desired by any member of the board, the item will be removed from the Consent Agenda and considered separately.

## **VII. CONSENT AGENDA**

1. Approve FY21/22 Soccer Agreement with Tri-Cities United (AF-124-2021) (Michael Borders)
  - Resolution
2. Apply for and Receive a DOJ-Office of Justice Programs Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant (AF:148-2021) (Chief Phipps)
  - Resolution
3. Enter into an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection (AF:158-2021) (Ryan McReynolds)
  - Resolution
4. Pipeline Easement Agreements with the Department of the Army for Right-of-Ways Located on Holston Army Ammunition Plant Property (AF:157-2021) (Ryan McReynolds)
  - Resolution
5. Approve the Automatic Renewal of the Current Agreement with the City of Bristol, TN as the Lead Entity for the Northeast TN/Southwest VA HOME Consortium (AF:152-2021) (Jessica McMurray)
  - Resolution
6. Approve Lease of Property to Bays Mountain Park Association (AF:154-2021) (Michael Borders)
  - Resolution



7. Sign a Release from Personal Liability for Costs Associated with Demolition of  
Dilapidated Property at 1110 Dorothy Street (AF:160-2021) (Chris McCartt)
- Revised 5/17/21  
AF & Resolution
- Resolution

## **VIII. COMMUNICATIONS**

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

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

## **IX. ADJOURN**



## AGENDA ACTION FORM

### Appointments to the Bays Mountain Park Commission

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

Action Form No.: AF-151-2021  
 Work Session: May 17, 2021  
 First Reading: N/A

Final Adoption: May 18, 2021  
 Staff Work By: Commission  
 Presentation By: Mayor Shull

### Recommendation:

Approve appointments

### Executive Summary:

It is recommended to appoint Jeremiah Lounds to the Bays Mountain Park Commission and reappoint Mary Steadman and David Fox. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with no term limits. The board is comprised of (7) members, with at least (5) members being residents of Kingsport, (1) at-large and (1) Sullivan County Commission representative.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
David Fox	1/31/21	1	KPT Resident
Mary Steadman	1/31/21	3	At-large
Charles Beggerow	1/31/21	6	KPT Resident
Russ Brogden	7/31/21	2	KPT Resident
Robin Kerkhoff	7/31/21	3	KPT Resident
Woody Reeves	7/31/21	1	KPT Resident
Alicia Starnes	Term of Ofc.	N/A	County Comm. Rep.

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
David Fox	1/31/24	2	KPT Resident
Mary Steadman	1/31/24	4	At-large
Jeremiah Lounds	1/31/24	1	KPT Resident
Russ Brogden	7/31/21	2	KPT Resident
Robin Kerkhoff	7/31/21	3	KPT Resident
Woody Reeves	7/31/21	1	KPT Resident
Alicia Starnes	Term of Ofc.	N/A	County Comm. Rep.

### Attachments:

1. Jeremiah Lounds Bio

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

## **Jeremiah Lounds**

Jeremiah Lounds serves as the Vice President of Operations for Eastman Credit Union, one of the largest credit unions in the country with over \$6 billion in assets and nearly 270,000 members. Jeremiah is responsible for ensuring the credit union's business strategy and commitment to an outstanding service experience are executed within each of ECU's 30+ branch locations and member contact center. During his 15 years with ECU, Jeremiah has served in a variety of leadership capacities within the organization, including Director of Information Technology, IT Project Manager, Marketing Manager, and Manager of the Boones Creek Branch.

Prior to joining ECU, Jeremiah served as the Sports Marketing Director for the Kingsport Convention and Visitors Bureau, a program of the Kingsport Chamber of Commerce, helping develop and implement aggressive short- and long-range sports marketing plans and directing tournament operations for multiple national championships in various sports.

Jeremiah completed his undergraduate and graduate studies in Sport Management at the University of Tennessee and holds a Master of Business Administration from East Tennessee State University.



Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, May 3, 2021, 4:30 PM  
City Hall, Boardroom, 415 Broad Street

PRESENT: Board of Mayor and Aldermen  
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Vice-Mayor Colette George  
Alderman Jennifer Adler  
Alderman Betsy Cooper  
Alderman Darrell Duncan  
Alderman Tommy Olterman  
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Angie Marshall, City Clerk/Deputy City Recorder  
Scott Boyd, Fire Chief  
Dale Phipps, Police Chief  
George DeCroes, Human Resources Manager  
John Morris, Budget Officer  
Ken Weems, Planning Manager  
Jessica Harmon, Assistant to City Manager  
Adrienne Batara, Public Relations Director

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** Deputy City Recorder Marshall.
3. **RIVERBEND PARK UPDATE.** Parks and Recreation Manager Kitty Frazier presented this item and answered questions on the status of this new park. Discussion followed.
4. **FIRE STATION #2 UPDATE.** Fire Chief Scott Boyd gave a presentation on this item and provided staff's recommendation. Discussion ensued.
5. **REVIEW OF AGENDA ITEMS ON THE MAY 5, 2021 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. No items were discussed at greater length or received specific questions or concerns.
6. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:00 p.m.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, May 3, 2021**

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, May 4, 2021, 7:00 PM  
City Hall, 415 Broad Street, Boardroom

PRESENT:

Board of Mayor and Aldermen

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

City Administration

Chris McCartt, City Manager  
J. Michael Billingsley, City Attorney  
Lisa Winkle, Treasurer/Deputy City Recorder  
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:** Led by Girl Scout Troop 1083.
- II.B.   **INVOCATION:** Pastor Adam Love, Mafair United Methodist Church.
- III.A.   **ROLL CALL:** By Deputy City Recorder Winkle. All Present.
- IV.A.   **RECOGNITIONS AND PRESENTATIONS.**
1.      Commendation - Lynn Garden Restaurant - The Kerney Family (Alderman Duncan).
  2.      Proclamation - National Drinking Water Week (Mayor Shull).
- IV.B.   **APPOINTMENTS/REAPPOINTMENTS.**
1.      **Appointment to the Neighborhood Advisory Commission** (AF: 127-2021) (Mayor Shull).

Motion/Second: Adler/George, to approve:

REAPPOINTMENTS OF TREY DARNELL, ANITRA LITTLE AND SHANNON MORELOCK TO SERVE ANOTHER THREE-YEAR TERM ON THE **NEIGHBORHOOD ADVISORY COMMISSION** AND APPOINTMENT OF ALANNA LEONBERG WHO WILL REPLACE AL CRYMBLE. ALL APPOINTMENTS ARE EFFECTIVE IMMEDIATELY AND WILL EXPIRE ON DECEMBER 31, 2023.

Passed: All present voting "aye."



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 4, 2021**

**2. Appointments to the Regional Planning Commission (AF: 126-2021)  
(Mayor Shull).**

Motion/Second: George/Phillips, to approve:

REAPPOINTMENTS OF SHARON DUNCAN, PAT BREEDING AND SAM BOOHER TO  
SERVE ANOTHER FOUR-YEAR TERM ON THE **REGIONAL PLANNING  
COMMISSION** AND APPOINTMENT OF TRAVIS PATTERSON WHO WILL REPLACE  
BEVERLEY PERDUE. ALL APPOINTMENTS/REAPPOINTMENTS ARE EFFECTIVE  
JULY 1, 2021 AND WILL EXPIRE ON JUNE 30, 2025.

Passed: All present voting “aye” except Duncan who abstained.

**V. APPROVAL OF MINUTES.**

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

- A. April 19, 2021 Regular Work Session
- B. April 20, 2021 Regular Business Meeting

Approved: All present voting “aye.”

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.** None.

**PUBLIC COMMENT.** Mayor Shull invited citizens in attendance to speak about any of  
the remaining agenda items. Keira Majeed commented on Item VII.5.

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

**1. Consideration of a Budget Adjustment Ordinance for the  
Various Funds in FY21 (AF: 147-2021) (Chris McCartt).**

Motion/Second: Olterman/Cooper, to pass:

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

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

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

**1. Waterline Easement Abandonment for 2401-2405 South Wilcox  
Drive (AF: 106-2021) (Savannah Garland).**

Motion/Second: George/Olterman, to pass:

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 4, 2021**

**ORDINANCE NO. 6934**, AN ORDINANCE TO ABANDON A SECTION OF A WATER LINE EASEMENT LOCATED OFF OF SOUTH WILCOX DRIVE SITUATED IN THE CITY OF KINGSPORT, THIRTEENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Budget Adjustment for the General Project-Special Revenue Fund and General Project Fund in FY21 (AF: 120-2021) (Chris McCartt).**

Motion/Second: Duncan/George, to pass:

**ORDINANCE NO. 6935**, AN ORDINANCE TO AMEND THE GENERAL PROJECTS-SPECIAL REVENUE FUND AND GENERAL PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Amend the FY21 General Purpose School Fund Budget (AF: 113-2021) (David Frye)**

Motion/Second: Olterman/Adler, to pass:

**ORDINANCE NO. 6936**, AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2021; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**D. OTHER BUSINESS.**

**1. Accept Art Donation Provided by Girl Scout Troop 1083 (AF: 146-2021) (Ryan McReynolds).**

Motion/Second: Adler/Cooper, to pass:

**Resolution No. 2021-208**, A RESOLUTION ACCEPTING AN ART DONATION FROM GIRL SCOUT TROOP 1083 AT ROOSEVELT ELEMENTARY SCHOOL

Passed: All present voting “aye.”

**2. Bid Award for Contracted Truck Haul for FY22 (AF: 131-2021) (Ryan McReynolds)**

Motion/Second: Phillips/George, to pass:

**Resolution No. 2021-209**, A RESOLUTION AWARDED THE BID FOR PURCHASE OF CONTRACTED TRUCK HAULING FOR FY 2022 TO JTB CONSTRUCTION, LLC, WEST STONE INDUSTRIES AND GLASS MACHINERY & EXCAVATION AND AUTHORIZING

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THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

**3. ——— Renew Bid Award for Janitorial & MRO Supplies/Equipment for  
FY22 (AF: 134-2021) (Ryan McReynolds).** This agenda item was withdrawn on 5/4/21.

**4. Bid Award for Purchase of Asphalt for FY22 (AF: 135-2021)  
(Ryan McReynolds).**

Motion/Second: Duncan/Olterman, to pass:

**Resolution No. 2021-210**, A RESOLUTION AWARDED THE BID FOR PURCHASE OF ASPHALT TO FULLER ASPHALT MATERIALS, SUMMERS-TAYLOR, PAVE-WELL PAVING COMPANY, INC., AND W-L CONSTRUCTION AND PAVING COMPANY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME FULLER ASPHALT MATERIALS, SUMMERS-TAYLOR, PAVE-WELL PAVING CO. INC., & W-L CONSTRUCTION AND PAVING CO. INC.

Passed: All present voting “aye.”

**5. Bid Award for Purchase of Crushed Stone for FY22 (AF: 137-2021) (Ryan McReynolds).**

Motion/Second: George/Phillips, to pass:

**Resolution No. 2021-211**, A RESOLUTION AWARDED THE BID FOR PURCHASE OF CRUSHED STONE TO VULCAN CONSTRUCTION MATERIALS, LP AND GLASS MACHINERY & EXCAVATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE BLANKET PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

**6. Bid Award for Purchase of Concrete for FY22 (AF: 136-2021)  
(Ryan McReynolds).**

Motion/Second: George/Duncan, to pass:

**Resolution No. 2021-212**, A RESOLUTION AWARDED THE BID FOR PURCHASE OF CONCRETE TO SMYRNA READY MIX, SUMMERS-TAYLOR, AND READY MIX USA AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

**7. Execute a Contract between the City of Kingsport and the  
Tennessee Department of Transportation for Maintenance Activities Performed on  
Designated State Highways and for Mowing and Litter on John B. Dennis & I-26  
(AF: 129-2021) (Ryan McReynolds).**

Motion/Second: Adler/Cooper, to pass:

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**Resolution No. 2021-213**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FISCAL YEAR 2022 WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF MAINTENANCE ACTIVITIES PERFORMED ON DESIGNATED STATE HIGHWAY ROUTES LOCATED IN THE KINGSFORT CITY LIMITS; EXECUTE A CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MOWING AND LITTER CONTROL ON JOHN B. DENNIS; AND EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

Passed: All present voting “aye.”

**8. Extend Bid Award for Tire Recapping Services for FY22 (AF: 138-2021) (Ryan McReynolds/Steve Hightower).**

Motion/Second: Phillips/Olterman, to pass:

**Resolution No. 2021-214**, A RESOLUTION RENEWING THE CONTRACT FOR PURCHASE OF TIRE RECAPPING SERVICES FOR FLEET MAINTENANCE FOR FISCAL YEAR 2022 TO THE GOODYEAR TIRE AND RUBBER COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

**9. Authorize an Inter-Local Agreement with the Sullivan County Highway Department to Resurface Portions of Childress Ferry Road, Lynn Road and Shipley Ferry Road (AF: 128-2021) (Ryan McReynolds).**

Motion/Second: Duncan/George, to pass:

**Resolution No. 2021-215**, A RESOLUTION APPROVING A WORK ESTIMATE FROM THE SULLIVAN COUNTY HIGHWAY DEPARTMENT FOR THE RESURFACING PORTIONS OF CHILDRESS FERRY ROAD, LYNN ROAD, AND SHIPLEY FERRY ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE WORK ESTIMATE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

**10. Renewal of the Public Library Service Agreement with the Tennessee State Library & Archives for Services via Holston River Regional Library (AF: 141-2021) (Michael Borders).**

Motion/Second: George/Phillips, to pass:

**Resolution No. 2021-216**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES TO RECEIVE FUNDING FOR BOOKS, TRAINING, AND SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2021-2022

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Passed: All present voting “aye.”

**11. Authorize the Mayor to Execute All Documents Necessary to Enter Into a Contractual Agreement, TDOT Project No: 825307-S3-030 in Order to Utilize Remaining Funds for the KATS Garage Project (AF: 145-2021) (Chris McCartt).**

Motion/Second: George/Duncan, to pass:

**Resolution No. 2021-217**, A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR TDOT PROJECT NO. 825307-S3-030 FOR THE KINGSPORT AREA TRANSIT SERVICE GARAGE PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**12. Agreement with Cain Rash West Architects for Architectural Design Services for the John Sevier Middle School Renovation Project and Authorizing the Mayor to Sign All Applicable Documents (AF: 139-2021) (David Frye).**

Motion/Second: Duncan/Cooper, to pass:

**Resolution No. 2021-218**, A RESOLUTION APPROVING AN AGREEMENT WITH CAIN RASH WEST ARCHITECTS FOR ARCHITECTURAL DESIGN SERVICES FOR THE JOHN SEVIER MIDDLE SCHOOL RENOVATION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

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

Motion/Second: George/Olterman, to adopt:

**1. Approve Lease Agreement with Model City Makerspace (AF: 125-2021) (Michael Borders).**

**Resolution No. 2021-219**, A RESOLUTION APPROVING A LEASE AGREEMENT WITH MODEL CITY MAKERSPACE FOR 118 SHELBY STREET; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

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

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**2. Accept Donation of Real Property from Willis Vicars** (AF: 142-2021) (Chris McCartt).

**Resolution No. 2021-220**, A RESOLUTION APPROVING THE DONATION OF REAL PROPERTY FROM WILLIS VICARS AND AUTHORIZING THE MAYOR TO EXECUTE THE WARRANTY DEED OF GIFT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE DONATION OR THIS RESOLUTION

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

**3. Authorize Certification of Local Government Approval for Family Promise of Greater Kingsport's 2021 Emergency Solutions Grant Application** (AF: 133-2021) (Jessica McMurray).

**Resolution No. 2021-221**, A RESOLUTION AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO CERTIFY LOCAL GOVERNMENT APPROVAL FOR THE NON-PROFIT ORGANIZATION OF FAMILY PROMISE OF GREATER KINGSFORT 2021 EMERGENCY SOLUTIONS GRANT

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

**4. Authorize the Mayor to Execute a Subrecipient Agreement for South Central CDC** (AF: 143-2021) (Jessica McMurray).

**Resolution No. 2021-222**, A RESOLUTION APPROVING AN SUBRECIPIENT AGREEMENT WITH SOUTH CENTRAL CDC FOR COMMUNITY DEVELOPMENT BLOCK GRANT FISCAL YEAR 2020/2021 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER 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. Amend FY20/FY21 CDBG Subrecipient Agreement with South Central CDC and the Sons & Daughters of Douglass, Inc.** (AF: 132-2021) (Jessica McMurray).

**Resolution No. 2021-223**, A RESOLUTION APPROVING AN AMENDMENT TO 2020/2021 CDBG SUB-RECIPIENT AGREEMENT WITH SOUTH CENTRAL COMMUNITY DEVELOPMENT CORPORATION AND APPROVING AN AMENDMENT TO THE FY 2020/2021 CDBG SUB-RECIPIENT AGREEMENT WITH SONS AND DAUGHTER OF DOUGLASS, INC.; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENTS; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

**6. Lease Agreement with the Kingsport Convention and Visitors Bureau for Hunter Wright Stadium (AF: 144-2021) (Michael Borders).**

**Resolution No. 2021-224,** A RESOLUTION APPROVING A LEASE WITH THE KINGSFORT CONVENTION AND VISITORS BUREAU FOR HUNTER WRIGHT STADIUM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER 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.”

**VIII. COMMUNICATIONS.**

- A. CITY MANAGER.** Mr. McCartt recognized Budget Officer John Morris for his work, pointing out this will be the 22<sup>nd</sup> year the city has been recognized by the Government Finance Officers Association. He also stated it was Municipal Clerks week and recognized City Clerk Angie Marshall.
- B. MAYOR AND BOARD MEMBERS.** Alderman Adler recognized the Girl Scouts who were present earlier in the meeting. She also pointed out the first Wednesday Farmers Market was tomorrow as well as the iron pour event Saturday at the Inventors Center. Lastly she mentioned it was graduation season and congratulated those students. Alderman Phillips also commented on the Farmers Market and pointed out requests for proposals were being accepted for Brickyard Park. Alderman Olterman noted it was the end of baseball season and encouraged parents to support their local schools. Alderman Duncan stated it was teacher appreciation week as well as International Firefighters Day. He also commented on the Keep Kingsport Beautiful cleanup event. Alderman Cooper thanked teachers and gave details on the summer reading events at the library. Vice-Mayor George stated Thursday morning was the Mayor’s Prayer Breakfast and that evening was the Hop and Shop event downtown. She mentioned Mother’s Day coming up this weekend and also discussed the Bays Mountain anniversary kick off events. Mayor Shull commented that although the votes may seem quick during the meeting, they represent significant actions. He stated the election was May 8 and provided further details on the National Day of Prayer and the Prayer Breakfast. Lastly he mentioned the budget work sessions to be held next week.
- C. VISITORS.** Keltie Kerney thanks the board.



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**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:06 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## AGENDA ACTION FORM

### Public Hearing for 2021 Annual Action Plan w/ Updated Citizen Participation Plan for Community Development Block Grant

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

Action Form No.: AF-123-2021  
 Work Session: May 17, 2021  
 First Reading: N/A

Final Adoption: May 18, 2021  
 Staff Work By: Jessica McMurray  
 Presentation By: Jessica McMurray

#### Recommendation:

- Conduct Public Hearing
- Approve 2021 Annual Action Plan
- Approve Authorizing Resolution

#### Executive Summary:

In order to receive Community Development Block Grant funds, the City of Kingsport must submit an Annual Action Plan which describes the strategies, objectives, projects and activities for funding under the program. For Fiscal Year 2021/22, the City of Kingsport must approve an Action Plan utilizing \$446,397 (2021 Annual Allocation) of CDBG funds and approve the re-allocation of prior year CDBG funds in the amount of \$104,805 to be used in the 2021/2022 Program Year. Attached to this action form is a summary of proposed activities of the 2021 Annual Action Plan, including recommendations for funding under the CDBG program. An updated Citizen Participation is also attached for approval.

The attached plan represents the second year of the 5-year Consolidated Plan for Housing and Community Development (Con Plan) and was developed to provide funding for the various projects outlined in the 2020 Con Plan. The projects and funding recommendations address the goals and priorities of the Con Plan. The projects and activities also comply with the CDBG program requirements outlined in Department of Housing and Urban Development (HUD) regulations. The 2021 Annual Action Plan will be submitted to HUD by June 15, 2021.

The attached resolution approves the Action Plan, the Citizen Participation Plan and authorizes the mayor to execute all necessary documents to apply for and receive CDBG funds.

#### Attachments:

1. Public Hearing Notice
2. Resolution
3. Annual Action Plan Summary w/ 2021 Citizen Participation Plan
4. SF 424 – Application for Federal Assistance w/ certifications

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	—	—	—

## NOTICE

### 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 Kingsport Board of Mayor and Aldermen will conduct a Public Hearing to receive citizen input concerning the City's 2021 Annual Action Plan for Housing and Community Development. The 2021 Annual Action Plan describes proposed activities of the City's Community Development Program for the period of July 1, 2021 through June 30, 2022 utilizing Community Development Block Grant funds.

Activities addressed by the CDBG program must meet at least one of three National Objectives:

1. Provide benefit to low and moderate income families
2. Aid in the prevention or elimination of slum and blight
3. Address community needs having a particular urgency because they pose a serious or immediate threat to the health and safety of the general public where no other financial resources are available

A draft of the 2021 Annual Action Plan will be available on April 19, 2021 at City of Kingsport's Community Development Office located at 201 W. Market Street, Kingsport. The draft will also be posted the City's Community Development website at [www.kingsporttn.gov](http://www.kingsporttn.gov).

Interested parties may comment on the 2021 Annual Action Plan for Kingsport, TN. The 2021 Annual Action Plan will have a 30-day comment period running from April 19 – May 18, 2021.

Public Meetings are held throughout the year and comments are welcome throughout the planning process. The public is invited to offer comments concerning the proposed use of funds. Written or oral comments should be submitted to Jessica McMurray, Community Development Planner, City of Kingsport, 201 W. Market Street, Kingsport, TN 37660 or (423)224-2877 or by emailing [JessicaMcMurray@KingsportTN.gov](mailto:JessicaMcMurray@KingsportTN.gov).

If citizens would like to attend the meeting, located in the Boardroom of City Hall, at 415 Broad Street, Kingsport. The Boardroom has a limited physical capacity 16. Once the room is full, the public is welcome to wait in the lobby until it is their turn to give their public comment.

Citizens that attend are strongly encouraged to practice social distancing and wear their masks during the course of the meeting.

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

CITY OF KINGSFORT  
Angie Marshall, Deputy City Recorder  
PIT: 4/19/2021

RESOLUTION NO. 2021-\_\_\_\_\_

A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2021 – HUD ACTION PLAN, ANNUAL ACTION, AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR FISCAL YEAR 2022, FROM THE UNITED STATES OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, it was publicly advertised for a thirty public comment period ending May 18, 2021, and a public hearing for public input on the Community Development Block Grant 2021 – HUD Action Plan; and

WHEREAS, the public hearing was held on May 18, 2021, prior to the adoption of this resolution; and

WHEREAS, Community Development Block Grant funding, for fiscal year 2022, is available through the U. S. Department of Housing and Urban Development; and

WHEREAS, the City of Kingsport wishes to submit Community Development Block Grant 2021 – HUD Action Plan, along with an updated Citizen Participation Plan to the U. S. Department of Housing and Urban Development for program year 2021/2022 for the CDBG annual allocation of funds in the amount of \$446,397; and

WHEREAS, the City of Kingsport wishes to approve the re-allocation of prior year CBDG funds in the amount of \$104,805; and

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

Now therefore,

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

SECTION I. That the Community Development Block Grant 2021 – HUD Action Plan and the City of Kingsport Citizen Participation Plan found on the city's website at <https://www.kingsporttn.gov/cdbg-program-documents> are 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, all documents necessary and proper to apply for and receive Community Development Block Grant funding for fiscal year 2022, through the U. S. Department of Housing and Urban Development and to execute documents necessary and proper to effectuate the purpose of this resolution.

SECTION III. That the re-allocation of prior year Community Development Block Grant funds in the amount of \$104,805 is approved.

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 18<sup>th</sup> day of May, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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

## **Community Development Action Plan**

### **FY 2021-2022**

#### **Proposed Project Descriptions**

##### **Housing**

- **KAHR Program** – KAHR provides emergency repair of low and moderate income housing city-wide. This program utilizes volunteer labor provided by Carpenter's Helpers (FBSUMC) and general/sub-contractors to offer emergency repair services to low and moderate income households. CDBG funds, as well as City General Funds, are used to purchase materials for repair projects. In FY 2021/2022, Community Development proposes to utilize the following CDBG funds in the KAHR program:

Rehabilitation/Emergency Repair: \$156,807

\$131,914 (101,914 Homeowner Grants + \$30,000 - Rehab Admin) – 2021 Allocation

\$22,893 in \*carryover from 2019

\$2,000 in \*Program Income

Also as part of the KAHR program, CDBG funds could be used to purchase dilapidated, vacant properties identified through the City's Codes Enforcement program. The City of Kingsport will partner with a local community based organization to carry out this project. In FY 2021/2022, Community Development proposes to utilize the following CDBG funds in the KAHR program:

Demolition: \$81,080

\$40,000.00 - 2021 allocation

\$41,080.00 in \*carryover from 2020

**Community Programs** – For 2021/2022, Community Development proposes to fund the Community Programs line item at \$66,500.

The City of Kingsport will provide \$41,500 of CDBG funding to local non-profit organizations which address the educational, advocacy, employment, health, safety and economic opportunity needs of extremely-low, low and moderate income persons and families and subgroups within in the City of Kingsport. The City of Kingsport will advertise funding availability to the public for Community Enrichment Programs. The Community Development Advisory Committee will review proposals and award the highest scoring non-profit organizations to serve the needs of LMI persons in the City.

The City of Kingsport will provide \$25,000 of CDBG funding to continue our partnership with the United Way of Kingsport to support a Homeless Liaison position. The United Way Homeless Liaison provides referral and housing services and well-resourced path to self-sufficiency for individuals experiencing homelessness. These grants are administered through subrecipient agreements prescribed by the U. S. Department of Housing and Urban Development (HUD) and monitored by the Community Development office. Upon approval of the overall funding allocation by the Board of Mayor and Aldermen, the Community Development Advisory Committee will review

\*Carryover funding is CDBG funding that is not utilized in the Prior Year. Carryover funds are often recognized in the next year's Annual Action Plan.

\*Program Income is income generated by CDBG activities, example, CDBG funds repair a home, funding is secured with a lien. Should the owner move or sell the property before the lien expires, the owner may be subject to repaying a portion of those CDBG funds. Funds returned to the CDBG program are considered Program Income.

applications from various agencies and recommend funding agreements to the BMA. These agreements will be presented to the BMA after approval of CDBG funding by HUD.

**Code Enforcement** – The Mayor’s One Kingsport Summit recommended several action plan emphases to improve the Kingsport community in various target themes. Among these themes was the area of housing. The housing study committee has put forward a number of priorities for housing in the city, which spans the spectrum from affordable housing to up-scale market rate housing. One emphasis involved in housing is strengthening the City’s Code Enforcement program. Since a substantial amount of code enforcement effort for the City is relative to lower income housing, the Advisory Committee recommended allocating \$50,000 for the City’s Code Enforcement program. Funds would be used to bolster the City’s code enforcement inspections and review activities.

**HOPE VI** – For Program Year 2021, Community Development proposes to allocate \$70,000 for repayment of a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. In 2007 the City applied for \$856,000 Section 108 Loan to fund acquisition or real property, demolition of existing structures and/or infrastructure improvements in the Riverview Neighborhood as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. Community Development has calculated that the City would need to set aside approximately \$70,000 CDBG funds per year for 20 years to support this proposal.

**Administration** – For Program Year 2021, Community Development proposes an administration budget of \$87,983. These funds provide staffing and necessary office expenses for the overall administration of the CDBG program, including the addition of shared costs of a Grants Accountant in the Finance Department. Administration funds are also utilized for Fair Housing Activities.

**Neighborhood Improvements** – For Program Year 2021, Community Development proposes \$40,831 of CDBG carryover funds be used to revitalize low-moderate income areas of Kingsport, with focus on Lynn Garden Community Area and Community Center. A Neighborhood Improvement Group is to be established, the group will develop and implement plans to improve the community. Activities will include neighborhood cleanup, crime watch, etc. Funding may also be used for other public facility improvements throughout the city in LMI areas. Special preference will be placed on those activities to improve access for individuals with special needs.

\*Carryover funding is CDBG funding that is not utilized in the Prior Year. Carryover funds are often recognized in the next year’s Annual Action Plan.

\*Program Income is income generated by CDBG activities, example, CDBG funds repair a home, funding is secured with a lien. Should the owner move or sell the property before the lien expires, the owner may be subject to repaying a portion of those CDBG funds. Funds returned to the CDBG program are considered Program Income.



# 2021 COMMUNITY DEVELOPMENT BLOCK GRANT

<b>Program:</b>	<b>2021 Allocation:</b>	<b>Program Income:</b>	<b>2020 Carryover:</b>	<b>2019 Carryover:</b>	<b>Prior Year Carryover (2017-2018):</b>	<b>Total:</b>
KAHR – Safe, decent housing	\$131,914	\$2,000	\$0	\$22,893	\$0	<b>\$156,807</b>
Demolition – Safe, decent housing	\$40,000	\$0	\$41,080	\$0	\$0	<b>\$81,080</b>
Community Enrichment	\$66,500	\$0	\$0	\$0	\$0	<b>\$66,500</b>
Neighborhood Improvements – Public Facilities	\$0.00	\$0	\$10,000	\$7,900	\$17,524 \$5,407	<b>\$40,831</b>
Code Enforcement	\$50,000	\$0	\$0	\$0	\$0	<b>\$50,000</b>
Hope VI Project/Section 108 Loan	\$70,000	\$0	\$0	\$0	\$0	<b>\$70,000</b>
Program Administration	\$87,983	\$0	\$0	\$0	\$0	<b>\$87,983</b>
<b>Total:</b>	<b>\$446,397</b>	<b>\$2,000</b>	<b>\$51,080</b>	<b>\$30,793</b>	<b>\$22,931</b>	<b>\$553,202</b>

A full copy of the CDBG 2021 Annual Action Plan is available on the City of Kingsport Community Development Website at <https://www.kingsporttn.gov/cdbg-program-documents/>

\*Carryover funding is CDBG funding that is not utilized in the Prior Year. Carryover funds are often recognized in the next year's Annual Action Plan.

\*Program Income is income generated by CDBG activities, example, CDBG funds repair a home, funding is secured with a lien. Should the owner move or sell the property before the lien expires, the owner may be subject to repaying a portion of those CDBG funds. Funds returned to the CDBG program are considered Program Income.

## Application for Federal Assistance SF-424

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

4/15/2021

**4. Applicant Identifier:**

CDBG

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**

B-21-MC-47-0004

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

City of Kingsport

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

62-6000323

**\* c. Organizational DUNS:**

0790275790000

**d. Address:**

**\* Street1:**

225 W. Center Street

**Street2:**

**\* City:**

Kingsport

**County/Parish:**

Sullivan

**\* State:**

TN: Tennessee

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

37660-4265

**e. Organizational Unit:**

**Department Name:**

Community Development

**Division Name:**

Community Development

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

Mrs.

**\* First Name:**

Jessica

**Middle Name:**

**\* Last Name:**

McMurray

**Suffix:**

**Title:**

Community Development Planner

**Organizational Affiliation:**

City of Kingsport, TN

**\* Telephone Number:**

423-224-2877

**Fax Number:**

**\* Email:**

JessicaMcMurray@kingsporttn.gov

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Department of Housing and Urban Development

### 11. Catalog of Federal Domestic Assistance Number:

14218

CFDA Title:

Community Development Block Grant

### \* 12. Funding Opportunity Number:

N/A - Entitlement

\* Title:

N/A

### 13. Competition Identification Number:

N/A

Title:

N/A

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

CDBG funds used for projects and activities to benefit low and moderate income families

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant

First

\* b. Program/Project

First

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

07/01/2021

\* b. End Date:

06/30/2022

**18. Estimated Funding (\$):**

\* a. Federal

446,397.00

\* b. Applicant

\* c. State

\* d. Local

\* e. Other

\* f. Program Income

\* g. TOTAL

446,397.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐

a. This application was made available to the State under the Executive Order 12372 Process for review on

☐

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:

Mr.

\* First Name:

Patrick

Middle Name:

W.

\* Last Name:

Shull

Suffix:

\* Title:

Mayor, City of Kingsport

\* Telephone Number:

423-229-9400

Fax Number:

\* Email:

patshull@kingsporttn.gov

\* Signature of Authorized Representative:

\* Date Signed:

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor, City of Kingsport

Title

## **Specific Community Development Block Grant Certifications**

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) \_\_\_\_\_ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

**Compliance with Laws** -- It will comply with applicable laws.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor, City of Kingsport

Title



**OPTIONAL Community Development Block Grant Certification**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Mayor, City of Kingsport  
Title

## Specific HOME Certifications

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

**Eligible Activities and Costs** -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

**Subsidy layering** -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor, City of Kingsport

Title

## **Emergency Solutions Grants Certifications**

The Emergency Solutions Grants Program recipient certifies that:

**Major rehabilitation/conversion/renovation** – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

**Matching Funds** – The recipient will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

**Discharge Policy** – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

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Signature of Authorized Official

---

Date

---

Title

## **Housing Opportunities for Persons With AIDS Certifications**

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

---

Signature of Authorized Official

---

Date

---

Title

## **APPENDIX TO CERTIFICATIONS**

### **INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:**

#### **Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



## AGENDA ACTION FORM

### Consideration of a Budget Adjustment Ordinance for Various Funds in FY21

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

Action Form No.: AF-161-2021  
 Work Session: May 17, 2021  
 First Reading: May 18, 2021

Final Adoption: June 1, 2021  
 Staff Work By: Morris  
 Presentation By: McCartt

#### Recommendation:

Approve the ordinance.

#### Executive Summary:

The General Fund budget is being amended by increasing various revenue accounts to adjust to actual. The total amount of the adjustment is \$952,000. It covers FY20 & 21 charges for Police Radio licensing and \$268,000 to Solid Waste Fund to cover Fleet overages. It also increase project fund lines to fund upcoming Bridge Inspections, bulldozer rental, FY22 Police Radio licensing and relocation of the Skate Park.

The General Projects-Special Revenue Fund budget is being amended by appropriating \$48,400 to the Bridge Inspection project (NC2114), \$132,000 to the Police Radio License project (NC2115), and \$150,000 to the Bulldozer Rental project (NC2116).

The Solid Waste Fund is being amended by increasing the General Fund appropriation by \$268,000 to cover Fleet expenditures.

The General Projects Fund is being amended by appropriating \$2,034,514 to the Skate Park project (GP2105).

The CDBG Fund is being increased by accepting another CARES grant in the amount of \$407,522 to the CDBG CARES project (CD2036).

The Transit (KATS) fund is being amended by appropriating state and federal grant funding to the Sect 5339 Capital Grant project (FTA033) for a project total of \$471,482 and the Sect 5339 Capital Grant B (FTA034) project for a project total of \$123,551. The city match for these projects is \$56,455.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *PM*

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

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



ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS 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 Fund budget be amended by increasing various revenue and expense accounts to adjust the General Fund budget to actual. The total amount of the adjustment is \$952,000.

SECTION II. That the General Projects-Special Revenue Fund budget be amended by appropriating \$48,400 from the General Fund to the Bridge Inspection project (NC2114), by appropriating \$132,000 to the Police Radio License project (NC2115), and by appropriating \$150,000 to the Bulldozer Rental project (NC2116).

SECTION III. That the Solid Waste Fund budget be increased by increasing the From General Fund (415-0000-391.01-00) by \$268,000 and increasing the Repair & Maint-Vehicles line (415-4027-462.20-56) by \$192,000, the Fleet Vehicle Rental line (415-4027-462.40-26) by \$75,000, and the Vehicle Ins Chgd by FLM line (415-4027-462.50-26) by \$1,000.

SECTION IV. That the General Projects Fund be amended by appropriating \$2,034,514 to the Skate Park project (GP2105).

SECTION V. That the CDBG Fund be amended by accepting an additional CARES appropriation of \$407,522 to the CDBG CARES project (CD2036).

SECTION VI. That the Urban Mass Transit Capital/Grant Fund budget be amended by appropriating funds received from the Tennessee Department of Transportation to the Sect 5339 Capital Grant project (FTA033) and the Sect 5339 Capital Grant B project (FTA034). The grant is broken into two projects. Both projects reflect a Federal through State grant requiring a local match. The Federal amount received will increase the Sect 5339 Capital Grant project (FTA033) budget by \$359,806 and the Sect 5339 Capital Grant B project (FTA034) budget by \$75,366. The State of Tennessee match will increase the Sect 5339 Capital Grant project (FTA033) budget by \$67,576 and the Sect 5339 Capital Grant B project (FTA034) budget by \$35,830. The local match will increase the Sect 5339 Capital Grant project (FTA033) budget by \$44,100 and the Sect 5339 Capital Grant B project (FTA034) budget by \$12,355.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>General Fund: 110</u></b>			
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
110-0000-311.10-10 Commercial	11,230,249	200,000	11,430,249
110-0000-311.10-15 Industrial	2,835,129	15,000	2,850,129
110-0000-311.10-20 Farm	94,026	12,000	106,026
110-0000-311.10-30 Residential	14,400,000	65,000	14,465,000
110-0000-311.20-10 Tan Commercial	7,710,000	75,000	7,785,000
110-0000-311.30-00 Public Utilities-SA	1,200,000	60,000	1,260,000
110-0000-311.40-00 Prior Years	700,000	125,000	825,000
110-0000-333.10-00 Sales Tax-Sullivan	17,000,000	400,000	17,400,000
<b><i>Totals:</i></b>	<b>55,169,404</b>	<b>952,000</b>	<b>56,121,404</b>

**Expenditures:**

	\$	\$	\$
110-3060-446.20-55 Repairs & Maintenance	0	263,800	263,800
110-4804-481.70-22 To Solid Waste Fund	1,500,000	268,000	1,768,000
110-4804-481.70-35 To Gen Proj-Special Rev	710,980	330,400	1,041,380
110-4804-481.70-36 To General Project Fund	3,425,000	2,034,514	5,459,514
110-4810-481.20-99 Miscellaneous	2,034,514	(2,034,514)	0
110-4874-481.74-30 TIF-The Blake	83,700	73,500	157,200
110-4890-901.60-01 Future Appropriations	25,000	16,300	41,300
<b>Totals:</b>	<b>7,779,194</b>	<b>952,000</b>	<b>8,731,194</b>

**Account Number/Description:****General Projects-Special Revenue Fund: 111****Bridge Inspections (NC2114)****Revenues:**

	\$	\$	\$
111-0000-391.01-00 From General Fund	0	48,400	48,400
<b>Totals:</b>	<b>0</b>	<b>48,400</b>	<b>48,400</b>

**Expenditures:**

111-0000-601.20-20 Professional/Consultant	0	48,400	48,400
<b>Totals:</b>	<b>0</b>	<b>48,400</b>	<b>48,400</b>

**Police Radio License (NC2115)****Revenues:**

	\$	\$	\$
111-0000-391.01-00 From General Fund	0	132,000	132,000
<b>Totals:</b>	<b>0</b>	<b>132,000</b>	<b>132,000</b>

**Expenditures:**

111-0000-601.20-55 Repairs/Maintenance	0	132,000	132,000
<b>Totals:</b>	<b>0</b>	<b>132,000</b>	<b>132,000</b>

**Bulldozer Rental (NC2116)****Revenues:**

	\$	\$	\$
111-0000-391.01-00 From General Fund	0	150,000	150,000
<b>Totals:</b>	<b>0</b>	<b>150,000</b>	<b>150,000</b>

**Expenditures:**

111-0000-601.20-54 Machinery/Equipment Rental	0	150,000	150,000
<b>Totals:</b>	<b>0</b>	<b>150,000</b>	<b>150,000</b>

**Account Number/Description:****Fund 415: Solid Waste Fund****Revenues:**

415-0000-391.01-00 From General Fund

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$	\$	\$
1,500,000	268,000	1,768,000
<b>1,500,000</b>	<b>268,000</b>	<b>1,768,000</b>

**Expenditures:**

415-4027-462.20-56 Repair &amp; Maint-Vehicles

415-4027-462.40-26 Fleet Vehicle Rental Fee

415-4027-462.50-26 Vehicle Ins Chgd by FLM

***Totals:***

\$	\$	\$
0	192,000	192,000
0	75,000	75,000
0	1,000	1,000
<b>0</b>	<b>268,000</b>	<b>268,000</b>

**Account Number/Description:****General Project Fund: 311****Skate Park (GP2105)****Revenues:**

311-0000-391.01-00 From General Fund

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$	\$	\$
150,000	2,034,514	2,184,514
<b>150,000</b>	<b>2,034,514</b>	<b>2,184,514</b>

**Expenditures:**

311-0000-601.90-03 Improvements

***Totals:***

\$	\$	\$
150,000	2,034,514	2,184,514
<b>150,000</b>	<b>2,034,514</b>	<b>2,184,514</b>

**Account Number/Description:****Community Development Grant Fund: 124****CDBG CARES (CD2036)****Revenues:**

124-0000-331.10-00 Community Development

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$	\$	\$
249,332	407,522	656,854
<b>249,332</b>	<b>407,522</b>	<b>656,854</b>

**Expenditures:**

124-0000-603.40-23 Grants

***Totals:***

\$	\$	\$
249,332	407,522	656,854
<b>249,332</b>	<b>407,522</b>	<b>656,854</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>UMTA Capital/Grant Project Fund:123</u></b>			
<b><u>Sect 5339 Capital Grant (FTA033)</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b><u>Revenues:</u></b>			
123-0000-331.20-00 Federal Rev/UMTA Section 9	0	359,806	359,806
123-0000-332.90-00 State Rev/ Dept of Trans	0	67,576	67,576
123-0000-391.01-00 From the General Fund	0	44,100	44,100
<b><i>Totals:</i></b>	<b>0</b>	<b>471,482</b>	<b>471,482</b>
<b><u>Expenditures:</u></b>			
123-5902-602.90-06 Purchases \$5,000 & Over	0	471,482	471,482
<b><i>Totals:</i></b>	<b>0</b>	<b>471,482</b>	<b>471,482</b>
 <b><u>Sect 5339 Capital Grant B (FTA034)</u></b>	 <b>\$</b>	 <b>\$</b>	 <b>\$</b>
<b><u>Revenues:</u></b>			
123-0000-331.20-00 Federal Rev/UMTA Section 9	0	75,366	75,366
123-0000-332.90-00 State Rev/ Dept of Trans	0	35,830	35,830
123-0000-391.01-00 From the General Fund	0	12,355	12,355
<b><i>Totals:</i></b>	<b>0</b>	<b>123,551</b>	<b>123,551</b>
<b><u>Expenditures:</u></b>			
123-5902-602.90-06 Purchases \$5,000 & Over	0	123,551	123,551
<b><i>Totals:</i></b>	<b>0</b>	<b>123,551</b>	<b>123,551</b>

SECTION VII. 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:

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

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:



### AGENDA ACTION FORM

#### Apply for and Accept a Section 5307 Capital Grant for the Construction of a Transit Garage and Maintenance Facility

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

Action Form No.: AF-153-2021  
 Work Session: May 17, 2021  
 First Reading: May 18, 2021

Final Adoption: June 1, 2021  
 Staff Work By: Chris Campbell  
 Presentation By: Chris Campbell

#### Recommendation:

Approve the Resolution  
 Approve the Ordinance

#### Executive Summary:

The Tennessee Department of Transportation (TDOT) previously awarded Kingsport a highly competitive Improve Act grant in the amount of \$2,446,907 to assist with the construction of a transit garage/maintenance facility. Based on the Improve Act grant terms, that amount was the maximum allowed. In order to fully fund the construction phase another funding source is needed. Public Transit projects have traditionally been funded using a mixture of Federal, State, and Local sources. The Improve Act funding will be used to leverage a Federal grant to provide the remaining funding needed to construct the facility. The new grant will be split as shown below. The local match for this grant is already available.

	Federal	State	Local	Total
New FTA Grant for Construction	\$1,680,000	\$210,000	\$210,000	\$2,100,000

#### Attachments:

- Resolution
- Ordinance

Funding source appropriate and funds are available: *CM*

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

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE FEDERAL TRANSIT ADMINISTRATION SECTION 5307 CAPITAL GRANT FUNDS FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE TRANSIT GARAGE AND MAINTENANCE FACILITY

WHEREAS, Federal Transit Administration Section 5307 Grant Funds in the total amount of \$1,680,000.00, including a \$210,000.00 local match, are available for operation of a fixed route bus service and ADA/handicapped transportation service for the construction of the transit garage and maintenance facility; and

WHEREAS, the City of Kingsport must enter into a contract with the Federal Transit Administration to receive the funds under Section 5307 funds; and

WHEREAS, the \$210,000.00 local match is available in account number 110-4804-481.70-13.

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 and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Federal Transit Administration Section 5307 Grant Funds, in the total amount \$1,680,000.00, including a \$210,000.00 local match, including a contract with the Federal Transit Administration available through the Tennessee Department of Transportation for the construction of the transit garage and maintenance facility.

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

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

ADOPTED this the 18th day of May, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE GENERAL FUND AND THE  
GENERAL 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 increased by accepting Federal and State funds through the Tennessee Department of Transportation in the amount of \$1,890,000 along with a local match of \$210,000 to the Transit Garage project (GP1727) to assist in the construction of a public transit garage.

SECTION II. That the General Fund budget be amended by transferring matching funds of \$210,000 from the To UMTA Fund line (110-4804-481.70-13) to the General Project Fund line (110-4804-481.70-36).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>General Project Fund: 311</u></b>			
<b><u>Transit Garage (GP1727)</u></b>			
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-332.90-00 Dept of Transportation	2,446,907	1,890,000	4,336,907
311-0000-368.10-54 Series 2016 GO (Nov 4)	13,530	0	13,530
311-0000-368.10-55 Series 2017 A GO Bonds	588,415	0	588,415
311-0000-368.10-56 GO Bonds Series 2018 A	86,060	0	86,060
311-0000-368.21-01 Premium From Bond Sale	30,332	0	30,332
311-0000-391.01-00 From General Fund	148,121	210,000	358,121
<b>Totals:</b>	<b>3,313,365</b>	<b>2,100,000</b>	<b>5,413,365</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-601.20-22 Construction Contracts	2,446,907	2,100,000	4,546,907
311-0000-601.40-41 Bond Sale Expense	6,787	0	6,787
311-0000-601.90-03 Improvements	859,671	0	859,671
<b>Totals:</b>	<b>3,313,365</b>	<b>2,100,000</b>	<b>5,413,365</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>General Fund: 110</u></b>			
<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
110-4804-481.70-13 To UMTA Fund	374,655	(210,000)	164,655
110-4804-481.70-36 General Project Fund	3,215,000	210,000	3,425,000
<b>Totals:</b>	<b>3,589,655</b>	<b>0</b>	<b>3,589,655</b>

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

ATTEST:

PATRICK W. SHULL, Mayor

APPROVED AS TO FORM:

Angela Marshall, Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:





## AGENDA ACTION FORM

### Budget Adjustment Ordinance for the Various Funds in FY21

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

Action Form No.: AF-147-2021  
 Work Session: May 3, 2021  
 First Reading: May 4, 2021

**Final Adoption: May 18, 2021**  
 Staff Work By: John Morris  
 Presentation By: C. McCartt

### Recommendation:

Approve the Ordinance

### Executive Summary:

The General Projects-Special Revenue Fund is being amended by transferring \$919 from the General Projects project (NC2100) to the US Census Promo project (NC2019), so we can close NC2019.

The Water Project Fund is being amended by decreasing the funds transferred from the Water Fund operating budget for the Gibson Springs PH 2 project (WA2053) by \$868, so we can close WA2053.

The Sewer Project Fund is being amended by decreasing the funds transferred from the Sewer Fund operating budget for the Gibson Springs PH 2 project (SW2053) by \$1,642, so we can close SW2053.

### 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: *zw*

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

## ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS 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 Projects-Special Revenue Fund be amended by transferring \$919 from the General Projects project (NC2100) to the US Census Promo project (NC2019). Close NC2019.

SECTION II. That the Water Project Fund be amended by decreasing the funds transferred from the Water Fund operating budget for the Gibson Springs PH 2 project (WA2053) by \$868. Close WA2053.

SECTION III. That the Sewer Project Fund be amended by decreasing the funds transferred from the Sewer Fund operating budget for the Gibson Springs PH 2 project (SW2053) by \$1,642. Close SW2053.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Gen Projects-Spec Revenue Fund: 111</u></b>			
<b><u>General Projects (NC2100)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-391.01-00 From General Fund	267,147	(919)	266,228
<b><i>Totals:</i></b>	<b>267,147</b>	<b>(919)</b>	<b>266,228</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601.90-03 Improvements	267,147	(919)	266,228
<b><i>Totals:</i></b>	<b>267,147</b>	<b>(919)</b>	<b>266,228</b>
<b><u>US Census Promo (NC2019)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	10,000	0	10,000
111-0000-391.01-00 From General Fund	10,000	919	10,919
<b><i>Totals:</i></b>	<b>20,000</b>	<b>919</b>	<b>20,919</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601.20-10 Advertising & Publication	20,000	919	20,919
<b><i>Totals:</i></b>	<b>20,000</b>	<b>919</b>	<b>20,919</b>

**Water Project Fund:451****Gibson Springs Phase 2 (WA2053)****Revenues:**

451-0000-391-4500 From the Water Fund

***Totals:*****Expenditures:**

451-0000-605-9003 Improvements

***Totals:***

\$	\$	\$
9,994	(868)	9,126
<b>9,994</b>	<b>(868)</b>	<b>9,126</b>
\$	\$	\$
9,994	(868)	9,126
<b>9,994</b>	<b>(868)</b>	<b>9,126</b>

**Sewer Project Fund:452****Gibson Springs Phase 2 (SW2053)****Revenues:**

452-0000-391-4200 From the Sewer Fund

***Totals:*****Expenditures:**

452-0000-606-9003 Improvements

***Totals:***

\$	\$	\$
18,931	(1,642)	17,289
<b>18,931</b>	<b>(1,642)</b>	<b>17,289</b>
\$	\$	\$
18,931	(1,642)	17,289
<b>18,931</b>	<b>(1,642)</b>	<b>17,289</b>

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

---

PATRICK W. SHULL, Mayor

ATTEST:

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ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:

REVISED 5/17/21



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of One (1) 35 Ton Gooseneck Equipment Trailer

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

Action Form No.: AF-130-2021  
 Work Session: May 17, 2021  
 First Reading: NA

Final Adoption: May 18, 2021  
 Staff Work By: Committee  
 Presentation By: R. McReynolds/S. Hightower

#### Recommendation:

Approve the Resolution

#### Executive Summary:

Bids were opened on March 24, 2021 for the purchase of One (1) 35 Ton Gooseneck Equipped Trailer for use by the Public Works Streets Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on March 10, 2021 and placed on our website for 14 calendar days. It is the recommendation of the committee to accept the low, responsible compliant bid Holden Industries for One (1) Holden HPD35 for \$66,713.00.

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: *jw*

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

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF  
ONE 35 TON GOOSENECK EQUIPMENT TRAILER TO HOLDEN  
INDUSTRIES AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened March 24, 2021, for the of one (1) 35 ton gooseneck equipped trailer for use by the Public Works Streets Department; and

WHEREAS, upon review of the bids, the board finds that Holden Industries is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) Holden HPD35 gooseneck equipped trailer from Holden Industries in the total purchase amount of \$66,713.00; and

WHEREAS, funding is identified in account number 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) Holden HPD35 gooseneck equipped trailer in the total purchase amount of \$66,713.00, is awarded to Holden Industries, and the city manager is authorized to execute a purchase order for the 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 public.

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

ADOPTED this the 18th day of May, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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

## MINUTES BID OPENING

March 24, 2021

4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

35 TON GOOSENECK EQUIPPED EQUIPMENT TRAILER					
Vendor:	Qty.:	Unit Cost:	Trade-In # 1141:	Delivery Time:	Model:
Landmark Trucks LLC	1	\$57,000.00	\$1,500.00	126 Days	Rogers Bros Corp CR35GR35 Ton Tandem Front Loader Air Ride Gentle Riser Code 555-D10
Holden Industries	1	\$66,713.00	No Trade In	180 Days	Holden HPD35

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

# Equipment Vendors

E-mail address	Business
chrism@etra.biz	Bobcat of the Mountain Empire
boonescreek@aol.com	Boones Creek Outdoor Equip
rob@ciequipment.com	Carolina Industrial Equipment
cmiequip@bellsouth.net	CMI Equip
jcox1956@yahoo.com	Cox Tractor
dce1@bellsouth.net	Dickson County Equip
dsluder74@yahoo.com	Greenville Turf & Tractor
tip@kubotaofkingsport.com	Kubota
sallie@ciequipment.com	Carolina Industrial Equipment
tina.eldridge@westhillstractor.com	West Hills Tractor
cory@pweasi.com	Public Works Equipment
matt_mcqueen@bramco.com	Power Equipment
jredman@meadetractor.com	Meade Tractor
cbaton@cdjrcolumbia.com	Columbia Chrysler Dodge Jeep Ram
tip@kubotaofkingsport.com	Kubota
dtipton@kubotaofkingsport.com	Dorothy Tipton-Kubota
robert@mtjoyrv.com	Mid State Equipment
mequip@iglou.com	Municipal Equipment
dhigdon@stowerscat.com	Stowers



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

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Tim Elsea, Street and Sanitation Manager  
Steve Hightower, Fleet Manager  
**Date:** April 12, 2021  
**Re:** Low Boy 35-Ton Trailer Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor. The vendor did not offer a "trade in" offering for our current trailer and therefore we are recommending that we dispose of our current unit utilizing the City's current approved disposal methods.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	Holden HPD35	Holden Industries	N/A

**Compliant Bidder**

Holden Industries was compliant in all major aspects of the minimum specification requirements for the 35 Ton capacity construction equipment trailer specified. The lower bid offering of Landmark Trucks was non-compliant to the several specifications as follows;

**Specification 3.0/ - FRAME:**

2.Eight (8") inch, minimum, I-Beam cross member system on 24" centers should be provided.

*29" center cross-members provided indicating fewer cross-members*

4.Front of main deck shall be provided with spring assisted fold over or a sliding ramp system, to aid in the loading/unloading of equipment.

*Manual folding ramps provided indication no spring assist which makes it harder on the operator having to lift the weight of the ramps by hand alone*

**Specification 6.0/ - GOOSENECK HITCH:**

6.An air actuated lock pin for the gooseneck to deck should be provided and include a manual safety lock.

*No air actuated locking pin provided indicating a manual locking pin*

7.Adjustable flow controlled hydraulically cushioned cylinders should be provided to control the operation of the trailer gooseneck connect/disconnect requirements with the controls located on the driver's side.

*Vendor indicates that this is not applicable to their gooseneck design. This specification is required to ease the hitching and unhitching of the gooseneck hitch to the main trailer frame.*

**Specification 13.0/ - STORAGE:**

1.A hitch mounted, heavy duty aluminum tool box, 20" x 42" x 12" approximate size minimum, with lockable lid, shall be provided and include four (4) sets of keys.

*Vendor indicates this is not applicable to their unit.*



**Specification 15.0/ - SAFETY FEATURES:**

8. A rear, full width, impact guard should be provided.

*The specification is the same thing as a rear under rider bumper and required to prevent vehicles from going under the rear of the trailer should people drive into it. The vendor indicates their unit does not have this much needed feature and that their unit doesn't require it since their unit meets FMVSS.*

**Specification 17.0/ - WARRANTY:**

4. Three (3) year warranty shall be provided on paint.

*Vendor states their paint warranty is only one (1) year.*

**This unit will be a Fleet Replacement.**

The bid offerings were also reviewed by Tim Elsea, Streets and Sanitation Department Manager, Adam Williams, Streets Foreman and Jason Starnes, Water Department Construction Foreman, who are in agreement with this recommendation. A confirming email of agreement is attached below.

**Fuel Economy Improvement**

0%

Not Applicable to a trailer.

**Trade Ins:**

Trade in not offered by the recommended vendor

**Origin/ Dealer Information**

1. New Unit(s) Origin of Manufacture:
  - a. Trailer – Southwest City, MO
2. New Unit(s) Purchase Dealer:
  - a. Trailer – Holden Industries, Southwest City, MO

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.  
Photograph was obtained from Holden Industries Website "<http://www.holdentrailers.com/>"

**From:** Elsea, Tim  
**Sent:** Monday, April 12, 2021 8:19 AM  
**To:** Hightower, Steve <[SteveHightower@KingsportTN.gov](mailto:SteveHightower@KingsportTN.gov)>  
**Cc:** Willis, Greg <[GregWillis@KingsportTN.gov](mailto:GregWillis@KingsportTN.gov)>; Williams, Adam <[AWilliams@KingsportTN.gov](mailto:AWilliams@KingsportTN.gov)>; Manis, Chris <[ChrisManis@KingsportTN.gov](mailto:ChrisManis@KingsportTN.gov)>; Page, Harvey <[HarveyPage@KingsportTN.gov](mailto:HarveyPage@KingsportTN.gov)>; Starnes, Jason <[JasonStarnes@KingsportTN.gov](mailto:JasonStarnes@KingsportTN.gov)>  
**Subject:** 35 ton lowboy

Steve,

The low bid for the lowboy by Rogers doesn't meet specifications. Rogers took an exception on section 6.0 -6. in our specs calling for an air actuated safety locking pin. The Rogers Corp. lowboy is basically the same design that we currently have in our Fleet. There has been \$3000 spent since 2019 to make repairs on the detachable neck of our current low boy due to the design. This doesn't account for lost time being down and costs associated with paying a 3<sup>rd</sup> party to move our equipment.

Our recommendation is to proceed with the purchase of the Holden Lowboy that took no exceptions on the bid. We also discussed with water/sewer maintenance. Below is their response:

**This Department is in agreement with the Holden trailer purchase. Thank you for your time,**

**Jason Starnes**  
**Water Construction Foreman**  
**City of Kingsport, TN**

**Tim Elsea**  
**Public Works Manager**  
City of Kingsport  
423-229-9451  
[timelsea@kingsporttn.gov](mailto:timelsea@kingsporttn.gov)



609 W. Industry Drive  
Kingsport, TN 37660  
[www.kingsporttn.gov](http://www.kingsporttn.gov)



## AGENDA ACTION FORM

### **Ratify the Mayor's Signature Approving the Salvation Army of Kingsport's Consistency with the Consolidated Plan and Ratify Mayor's Signature Authorizing Certification of Local Government Approval for Salvation Army of Kingsport for 2021 Emergency Solutions Grant Application**

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

Action Form No.: AF -149-2021  
 Work Session: May 17, 2021  
 First Reading: NA

Final Adoption: May 18, 2021  
 Staff Work By: Jessica McMurray  
 Presentation By: Jessica McMurray

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

The Mayor's signature is required on the Salvation Army of Kingsport's Certification of Consistency with the CDBG Consolidated Plan. This form is created and required by the US Department of Housing and Urban Development. The purpose of this form is to ensure at the 2021 Emergency Solutions Grant applicants are consistent with City of Kingsport's Consolidated Plan as it relates to the Community Development Block Grant Program.

The Salvation Army administers Prevention, Diversion, Emergency Shelter and Rapid Re-housing. Each ESG service element is designed for collective impact with each Continuum of Care (CoC). Each element of the grant request will impact our community and help assist those who are currently experiencing homelessness or at-risk for homelessness. Based on my review of the documentation provided by the Salvation of Army, I have determined activities for the 2021 Emergency Solutions Grant, consistent with the CDBG Consolidated Plan.

The Mayor's signature is required on the Certification of Local Government Approval form which will allow Salvation Army of Kingsport to apply for the 2021 Emergency Solutions Grant. This form is created and required by the Tennessee Housing Development Agency (THDA). THDA is a pass-through agency for the HUD-funded Emergency Solutions Grant. Local government approval of activities is required for applicants providing shelter services in the county of the shelter's physical location.

#### **Attachments:**

1. Resolution
2. Certification of Consistency w/ the Consolidated Plan
3. Certification of Local Government Approval for Non-Profit Organizations
4. Salvation Army letter of explanation for request

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

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

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON THE CONSISTENCY WITH THE CONSOLIDATED PLAN FORM FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, ON THE CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NON PROFIT ORGANIZATION FORM CERTIFICATION FOR THE SALVATION ARMY OF KINGSPORT 2021 EMERGENCY SOLUTIONS GRANT, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER

WHEREAS, the city wants to authorize grant application for the non-profit entity of the Salvation Army of Kingsport's 2021 Emergency Solutions Grant; and

WHEREAS, the city wants to certify consistency with the CDBG Consolidated Plan for the non-profit entity of the Salvation Army of Kingsport's 2021 Emergency Solutions Grant; and

WHEREAS, certain documents were required to be completed and returned on May 11, 2021 to receive the funds.

Now therefore,

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

SECTION I. That the execution by Mayor Patrick W. Shull of the Consistency with the Consolidated Plan Certification form for the Community Development Block Grant and the Certification of Local Government Approval for Non Profit Organization form for the Salvation Army of Kingsport 2021 emergency solutions grant submitted on May 11, 2021, are ratified and approved.

] SECTION II. That the mayor is authorized and directed to , or in his absence, incapacity, or failure to act, the vice mayor, is authorized to approve, in a form approved by the city attorney, all other documents necessary and proper to effectuate the purpose of the certifications 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 citizens of the city.

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

ADOPTED this the 18th day of May, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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

## CONSISTENCY WITH THE CONSOLIDATED PLAN

I certify that the proposed activities included in the 2021 Emergency Solutions Grant application to the Tennessee Housing Development Agency are consistent with the jurisdiction's current, approved Consolidated Plan. (Type or clearly print the following information.)

Applicant Name: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Project Name: \_\_\_\_\_

Name of the Federal Program to which the applicant is applying:

### **2021 Emergency Solutions Grants Program**

Name of Certifying Jurisdiction: \_\_\_\_\_

Certifying Official of the Jurisdiction Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NON-PROFIT ORGANIZATIONS

I, \_\_\_\_\_,  
(Name and Title)

duly authorized to act on behalf of the \_\_\_\_\_  
(Name of Jurisdiction)

hereby approve the following shelter project(s) proposed by \_\_\_\_\_  
(Name of Nonprofit)

which is (are) located in: \_\_\_\_\_  
(Name of Jurisdiction)

BY: _____ (Name and Title)	_____ (Date)
_____ (Signature)	_____ (Date)

**To be signed by local government official for Applicants applying for shelter only**



May 3rd, 2021

Majors Joseph & Jayne May, Kingsport Corps  
505 Dale St  
Kingsport, TN 37660

Letter of Support:  
ESG 2021

Dear Mayor Shull,

The Salvation Army's mission calls forth service to meet human needs without bias or discrimination. Our vision is that each person experiences the fullness of life. The mission and vision, has three goals: meet basic human needs, provide foundations of wellbeing, and create opportunities for fullness in community. Providing help and hope to those experiencing homeless is a consistent role of The Salvation Army across Tennessee. During the Coronavirus pandemic, The Salvation Army has met with every COC from both a state position, and local system negotiations. The Salvation Army has increased safety measures and system alignment for greatest effectiveness.

The Salvation Army of Kingsport strives to continue to serve our community in a greater way which is why we are applying for the federal Emergency Solutions Grant (ESG) 2021 grant.

The Salvation Army administers Prevention, Diversion, Emergency Shelter, and Rapid Re-housing. Each ESG service element is designed for collective impact with the COC. Each element of our grant request will greatly impact our community and help assist those who have been impacted by the Coronavirus Pandemic.

Please express your support of The Salvation Army applying for this ESG CV2 Grant by filling out the paperwork attached. We would be happy to provide any additional information or answer any questions you might have.

Thank you for your consideration and commitment to the City of Kingsport.

Major Joseph May  
(423) 943-4315  
[joe.may@uss.salvationarmy.org](mailto:joe.may@uss.salvationarmy.org)



## AGENDA ACTION FORM

### Renewing the Award for Janitorial & MRO Supplies/Equipment for FY22

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

Action Form No.: AF-134-2021  
 Work Session: May 17, 2021  
 First Reading: NA

Final Adoption: May 18, 2021  
 Staff Work By: Committee  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution

#### Executive Summary:

In June of 2015, following a thorough evaluation of City and Schools janitorial needs, the Janitorial Services Committee recommended and the BMA approved to enter into an agreement with The Home Depot Pro to make them our primary custodial supplies & equipment vendor for FY16. City and Schools staff are recommending to extend the award to purchase janitorial and MRO supplies and equipment from The Home Depot Pro for FY22 as well. The estimated annual cost for janitorial & MRO items is \$250,000. This past year we received a rebate in the amount of \$5,087.71 from the partnership plus agreement.

Products purchased from The Home Depot Pro's catalogs will be consistent with the U.S. Communities Contract for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services – Contract #16154. The City of Kingsport has participated in the U.S. Communities cooperative since 2005. U.S. Communities along with National IPA are now known as Omnia Partners. The BMA approved entering into an agreement with Omnia Partners via action form in April of 2019.

With Omnia Partners, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from Omnia Partners have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Funding is identified in various City and Schools accounts.

#### Attachments:

1. Resolution
2. Recommendation

Funding source appropriate and funds are available: *gm*

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: *gm*

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



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

A RESOLUTION RENEWING AN AGREEMENT WITH THE HOME  
DEPOT PRO FOR VARIOUS JANITORIAL ITEMS; AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE  
ORDERS FOR THE SAME

WHEREAS, the city would like to renew the contract with Home Depot PRO for the janitorial need of both city and schools for the fiscal year 2022; and

WHEREAS, the estimated annual cost for janitorial supplies would be in an amount not to exceed \$250,000.00; and

WHEREAS, the city is a member of Omnia Partners, a cooperative purchasing group network that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1009; and

WHEREAS, The Home Depot Pro has a contract with Omnia Partners; and

WHEREAS, funding is available in various city and school accounts.

Now therefore,

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

SECTION I. That the renewal of the agreement through fiscal year 2022 with The Home Depot PRO for various janitorial supplies, in an amount not to exceed \$250,000.00 for schools and city departments is approved.

SECTION II. That the city manager is authorized to execute purchase orders to The Home Depot Pro for various janitorial supplies in an amount not to exceed \$250,000.00 for schools and city departments.

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

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

ADOPTED this the 4th day of May, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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



# Memo

**To:** Nikisha Eichmann

**From:** Randy Salyer

**Date:** 3/30/2021

**Re:** Janitorial supplies

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Nikisha at this time I am happy with the items we are getting from Home Depot Pro we are able to place orders and track orders online. Everything we order is coming in within a few days and of good quality.

With the service and support we are getting I recommend we stay with Home Depot Pro for FY22.

Randy Salyer

City of Kingsport

Facility Maintenance Supervisor



**David Sewell**  
**Supervisor of Maintenance**  
**& Custodial Services**

1000 Popular Street  
Kingsport, TN 37660

p: (423) 378.2196  
[dsewell@k12k.com](mailto:dsewell@k12k.com)  
[www.k12k.com](http://www.k12k.com)

April 14, 2021

Brent Morelock, Procurement Manager  
City of Kingsport  
Purchasing Department  
265 W. Industry Drive  
Kingsport, TN 37660

RE: Recommendation to Renew Home Depot Pro Agreement

As the Supervisor of Maintenance & Custodial Services, it is my recommendation that the City of Kingsport renew their contract with Home Depot Pro so that Kingsport City Schools Maintenance Department may continue to purchase janitorial supplies and equipment as needed.

I am very happy with their service and pricing and the programs that we have established to make the ordering and delivery process efficient for our schools. The support that we receive is exceptional. With the current ordering set up, we are able to track orders, keep our budget current with each order and view our order history. All of this helps in our planning while controlling cost.

Sincerely,

David Sewell  
Supervisor of Maintenance  
& Custodial Services  
Kingsport City Schools

A handwritten signature in cursive script that reads "David Sewell".

Enclosure(s)

*Inspire. Cultivate. Impact*

Facebook: KptSchools  
Twitter: @KCS\_District

WWW.K12K.COM



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of One (1) 72 Passenger Type D School Bus

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

Action Form No.: AF-156-2021  
 Work Session: May 17, 2021  
 First Reading: N/A

Final Adoption: May 18, 2021  
 Staff Work By: Committee  
 Presentation By: S. Hightower

### Recommendation:

Approve the Resolution

### Executive Summary:

Bids were opened on May 6, 2021 for the purchase of One (1) 72 Passenger Type D School Bus for use by the Kingsport City Schools. The advertisement for the Invitation to Bid was published in the Kingsport Times News on April 21, 2021 and placed on our website for 15 calendar days. It is the recommendation of the committee to accept the apparent low, responsible compliant bid Central State Bus Sales for One (1) Bluebird All American T3FE, Type D School Bus:

	\$110,524.00	Unit Cost
	\$1,500.00	Option A
less	<u>\$750.00</u>	Trade-In Allowance Equipment # 1658
	\$111,274.00	Total Purchase Price

This unit is a fleet replacement.

Funding is identified in Project/Account # 14172508310729

### Attachments:

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

Funding source appropriate and funds are available: *CM*

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

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

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE SEVENTY-TWO PASSENGER TYPE D SCHOOL BUS TO CENTRAL STATE BUS SALES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened May 6, 2021, for the purchase of one (1) 72 passenger Type D school bus for use by the Kingsport City Schools; and

WHEREAS, the city will receive \$750.00 for a trade-in allowance for vehicle #1658; and

WHEREAS, upon review of the bids, the board finds Central State Bus Sales is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) Bluebird All American T3FE, 72 Passenger type D school bus with Option A, from Central State Bus Sales at a total purchase cost of \$111,274.00, which includes the deduction of the \$750.00 trade-in allowance; and

WHEREAS, funding is identified in account #14172508310729.

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) Bluebird All American T3FE, 72 Passenger type D school bus, with Option A, at a total purchase cost of \$111,274.00, which includes the deduction of the \$750.00 trade-in allowance, is awarded to Central State Bus Sales, and the city manager is authorized to execute a purchase order for the 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 18th day of May, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
May 6, 2021  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Michelle Ramey, Assistant Procurement Manager (Schools)

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

The Procurement Manager opened with the following bids:

Vendor:	Qty.:	Trade-In #1658:	Total Cost:	Option A:	Delivery Time:	Comments
Central States Bus Sales, Inc.	1	\$750.00	\$110,524.00	\$1,500.00	120 Bus. Days	Bluebird All American T3FE, Type D School Bus
Mid-South Bus Center, Inc.	1	\$995.00	\$113,040.00	\$2,230.00	210 Bus. Days	Thomas Saf-T-Liner EFX 1318S

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



## FLEET MAINTENANCE DEPARTMENT

### City of Kingsport, Tennessee

**To:** Michelle Ramey, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
Tommy Starnes, Schools Transportation Director  
**Date:** May 7, 2021  
**Re:** 72 Passenger School Bus Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the “Bluebird” 72 passenger bus (\$110,524) from the following vendor and to accept Option A – Additional Items (\$1,500) for the recording system items needed on the bus for the total purchase price of \$112,024. It is further recommended that the trade in offering of \$750 be accepted for unit #1658, which has a burnt main wiring harness.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	72 Passenger School Bus	Central States Bus Sales	7 City/ 8 Hwy

#### **Low Compliant Bidder**

The bid offering of Central States Bus Sales is compliant to all the minimum specification requirements outlined in the bid document for this Schools purchase.

The bid offerings were reviewed with the Schools Transportation Director, Tommy Starnes, who is in agreement with this recommendation. Mr. Starnes’s email confirming agreement is attached.

#### **This unit will be a School’s purchase replacing a “Holdover” unit**

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 120 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

#### **Fuel Economy Improvement**

0%

No fuel economy improvements noted because this unit is an addition to the fleet.

#### **Trade In**

1. Trade in(s): Recommendation: Accept Trade Offering

The Central States Bus Sales offering of \$750 per unit is the expected minimum trade value of market potential for the present age, mileage and condition of the bus.

City #1658 – 2005 THOMAS SAF-T-LINER BUS– 157,182 mileage – 16 years

### **Origin/ Dealer Information**

2. New Unit(s) Origin of Manufacture:
  - a. Bus – Fort Valley, Georgia
    - i. 67 % Domestic/ 33 % Foreign Materials
3. New Unit(s) Purchase Dealer:
  - a. Bus – Central States Bus Sales – Lebanon, TN.

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



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

**From:** Albert Starnes [mailto:tstarnes@k12k.com]  
**Sent:** Friday, May 07, 2021 1:30 PM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Subject:** bus bid

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

Steve, I accept the Central States bid on a new bus.

**Tommy Starnes**  
Kingsport City Schools  
Transportation Director  
423-578-1820  
[tstarnes@k12k.com](mailto:tstarnes@k12k.com)





## AGENDA ACTION FORM

### Approve FY21/22 Soccer Agreement with Tri-Cities United

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

Action Form No.: AF-124-2021  
 Work Session: May 17, 2021  
 First Reading: NA

Final Adoption: May 18, 2021  
 Staff Work By: Matthew Elkins  
 Presentation By: M. Borders

### Recommendation:

Approve the Resolution

### Executive Summary:

For the past several years, the City has worked with Tri-Cities United to organize and operate both competitive and recreational soccer programs at Eastman Park at Horse Creek. City Parks and Recreation staff will continue to work with Tri-Cities United Soccer Club to manage facility use, monitor compliance with Tennessee State Law regarding Youth Sports Concussion regulations and overall league operations. Tri-Cities United Soccer Club has been assigned benchmarks to meet during the term of the agreement to ensure the organization is operating the soccer programs at the high standard that the City expects.

The Agreements allow Tri-Cities United Soccer Club to utilize the Eastman Park at Horse Creek soccer complex during their spring and fall seasons and to operate concessions during their events. By approving these agreements, Tri-Cities United Soccer Club will continue to provide a quality soccer program to the citizens of Kingsport.

### Attachments:

1. Resolution

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

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

A RESOLUTION APPROVING AGREEMENTS WITH HOLSTON VALLEY FUTBOL CLUB, INC., ALSO KNOWN AS TRI-CITIES UNITED SOCCER CLUB, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city, for the parks and recreation department, would like to enter into an agreement with Tri-Cities United Soccer Club, a Tennessee non-profit corporation, a soccer organization, to manage facility use, monitor compliance with the Tennessee State Law regarding Youth Sport Concussion, and league operations at the Eastman Park at Horse Creek soccer complex during their spring and fall seasons; and

WHEREAS, Tri-Cities United Soccer Club has been assigned benchmarks to meet during the term of the agreement to ensure the organization is operating the soccer programs at the standard the city requires; and

WHEREAS, the city would also like to enter into a Concession Lease Agreement with Tri-Cities United Soccer Club for concession sales at the Eastman Park at Horse Creek soccer complex during the spring and fall seasons.

Now therefore,

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

SECTION I. That an agreement with Tri-Cities United Soccer Club to manage facility use, monitor compliance with the Tennessee State Law regarding Youth Sport Concussion, and league operations at the Eastman Park at Horse Creek soccer complex during their spring and fall seasons 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 agreement with Tri-Cities United Soccer Club soccer organization and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**AGREEMENT BETWEEN  
CITY OF KINGSPORT, TENNESSEE  
AND  
TRI-CITIES UNITED**

THIS AGREEMENT made by and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the CITY OF KINGSPORT, hereinafter called "CITY", and TRI-CITIES UNITED, hereinafter called "TRIC".

**WITNESSETH:**

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of CITY; and

WHEREAS, the Eastman Park at Horse Creek is a soccer facility in Northeast Tennessee; and  
WHEREAS, TRIC, is a non-profit organization that is organized to promote youth sports activities through the operation of its youth soccer program; and

WHEREAS, a special Oversight Committee has been created by this Agreement to work with TRIC;  
and

WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, Kingsport, Tennessee, and hereafter referred to as the "Facilities"; and

WHEREAS, TRIC and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by TRIC and the respective obligations contained herein;

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

**I. Term**

1. This Agreement shall begin on the date of the execution hereof and end on June 30, 2022. However, this Agreement may be terminated with or without cause by either party by giving one hundred twenty (120) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

**II. Oversight Committee**

1. Under the direction of the Kingsport Parks and Recreation Advisory Committee, an Oversight Committee will be appointed for the purpose of providing general guidance and overall direction for the soccer program that is conducted at the Facilities. The committee will be composed of the following members:

- a. Parks and Recreation Advisory Committee member
- b. Athletic Advisory Committee member
- c. Recreation Coordinator for TRIC
- d. TRIC President or representative appointed by TRIC Board of Directors
- e. Program Coordinator for Parks and Recreation Department

2. It is preferred that the individuals appointed to fill the positions of (c) and (d) be City of Kingsport residents. These 5 positions must be 5 different persons.

3. The Oversight Committee will continuously review the operations of the soccer program and ensure that the Agreement between CITY and TRIC is followed. Responsibilities of the Oversight Committee will include, and not be limited to the following;

- Review of residency issues;
- Benchmarks set by CITY;
- Review of scheduling and of facility and program operations; and
- Items in Section III.2 pertaining to items that TRIC provides to CITY.

4. Items that CITY receives from TRIC are to be submitted to the Program Coordinator for Parks and Recreation, who will prepare for review by the Oversight Committee. The Oversight Committee will meet on a quarterly basis throughout the year, and on more occasions if necessary.

**III. Option to Renew**

1. This Agreement may be renewed for one additional term of one year at the option but not the obligation of the parties, conditioned upon the following:

a. If not in violation of any obligation hereunder, TRIC, shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If TRIC, should desire to renew this Agreement, it shall do so by giving written notice to CITY prior to May 1 of the year for which the extension is requested. In the event unforeseen circumstances cause a delay in renewal, the Agreement will remain in place until it is renegotiated.

b. That TRIC shall provide the information as outlined on the checklist (See Attachment A of this Agreement). In the event the checklist items are not timely furnished, this Agreement and/or any extension thereof shall be automatically cancelled without further notice.

c. An evaluation shall be performed jointly by the Oversight Committee and members of the Board of Directors of TRIC in order to measure the success of the Agreement. This is to ensure that the service to the citizens of Kingsport and the emphasis of the Recreation Soccer program has remained the primary focus.

**IV. Use of Facilities**

1. TRIC will be the primary youth soccer provider, hereinafter referred to as "Recreational Soccer Program", for CITY. Thus, during the period ending June 30, 2022, TRIC, shall have the primary right to use the Facilities, as assigned by CITY, during TRIC regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Recreational Soccer Program must maintain 51% or more CITY residents each season. The percentage requirement is to be followed on a per season basis. The first priority for field use is for the Recreational Soccer Program. At any time the soccer facilities are not being used by TRIC, CITY may assign such facilities to other associations or parties. To qualify as a CITY resident, a participant

must meet one of the following criteria:

- Lives inside the city limits of Kingsport;
- Parent/Legal Guardian pays city of Kingsport property tax; or
- Participant attends a school operated by the City of Kingsport School System.

2. CITY encourages the formation of a Recreational Soccer Program that takes place during the summer. TRIC should work together with the Oversight Committee to work on the timing of such program, so as to not hinder other youth sports in the area.

3. The second priority for use of the Facilities is by the TRIC Academy programs that have 51% or more CITY residents. These age divisions of play may be scheduled after the Recreational Soccer Program has been given the appropriate amount of play.

4. The third priority for use of the Facilities is the TRIC Academy programs that have less than 51% CITY residents.

5. "Friendlies": The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a TRIC team based at the Facilities. Other games not involving TRIC teams may not be held at Facility without prior approval of CITY.

6. Normal usages outlined include the following for the Recreational Soccer Program and academies:

- 2 practices per week
- 5-7 league days during season
- 1 local festival per season
- 2-3 friendlies per season
- 1-2 level appropriate tournaments per season

7. Additional uses must have the approval of the Oversight Committee and the recommendation for fees shall come from the committee.

8. TRIC may use the conference room located at Facilities for official TRIC use and temporary office space during the term of this Agreement. It is the responsibility of TRIC to keep the room clean and organized during the term of this agreement. CITY is not responsible for the security of any items belonging to TRIC that are in this room.

9. The City will allow minimal storage, for equipment and supplies, inside the designated maintenance area of the Facilities main building.

10. TRIC understands and agrees that CITY is not responsible for the security or maintenance of any TRIC equipment or supplies that are stored at the Facilities.

11. TRIC regular Fall and Spring Recreational Soccer Program seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring TRIC Recreational Soccer Program seasons, CITY may resume the primary right to designate use of the Facilities for up to three consecutive days. This interruption may not occur more than once during each Recreational Soccer Program season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to minimize disruption to TRIC Recreational Soccer Programs. The conditions described in the concession lease with TRIC will continue to apply during these designated periods.

12. CITY reserves the right to utilize the Facilities when TRIC league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.

13. TRIC may not make any additions and/or alterations to the Facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.

14. TRIC understands and agrees that at times weather, scheduled maintenance, and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.

15. CITY shall at all times has the right to inspect the Facilities being used by TRIC and all TRIC sponsored activities related to the use of Facilities.

16. If TRIC should desire to use Facilities for additional tournaments or special events or programs, TRIC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement, but shall require a separate written Agreement between the parties.

8. Obligations of CITY

a. CITY agrees to provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:

- i. Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.

- ii. Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary by CITY staff.
- iii. Maintain all bleachers in a safe and secure condition.
- iv. Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.
- v. Maintain structural integrity of concession stands, restrooms, and storage areas including repair or replacement of damaged roofs, doors, and windows.
- vi. Maintain all building and field lighting systems, including repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings.
- vii. Maintain all scoreboards and control systems.
- viii. Maintain field irrigation system and watering schedules of turf areas.
- ix. Communicate with TRIC field mowing, fertilization and irrigation schedules. Inform TRIC of any other required maintenance on the fields that would alter playing schedules.
- x. Provide TRIC with contact information for after-hour and everyday needs.
- xi. Maintain and repair all parking areas to include gates.
- xii. Maintain all trails within the Facilities.
- xiii. Establish key control and Musco control link access.
- xiv. Provide custodial supplies to be stocked in appropriate areas by TRIC. CITY will provide toilet paper and cleaning supplies to be used. TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms twice per week with TRIC responsible for cleaning as needed all other times.
- xv. Determine all rental fees and rules for usage of facility.
- xvi. Allow nonvoting ex-officio representation by TRIC on the Parks and Recreation Athletics Advisory Board.
- xvii. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
- xviii. Establish policy for field lighting usage and access to computer codes.
- xix. Provide a plan for and approve all capital improvements with input from TRIC.
- xx. Provide for insurance on buildings.
- xxi. Provide white field paint (in an amount not to exceed 100 cases per year) to be used by TRIC at the Facilities.; and
- xxii. Line fields as needed for events and activities assigned to user groups other than TRIC.
- xxiii. Ensure the facility is locked when not in use.
- xxiv. Assist TRIC with distribution of information and refer interested parties to TRIC, when necessary. It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TRIC for any monetary damages.

## **9. Obligations of TRIC**

- a. TRIC agrees to:
  - a. Provide to the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Recreation Soccer program must have the advanced approval of CITY. TRIC must also have the recommendation of the Oversight Committee.
  - b. Provide a scholarship program for the underprivileged.
  - c. Meet the following benchmarks for the Recreation Program:
    - A. Increase overall participation in the Recreation Program annually. The benchmark goal is to increase by a percentage established by the Oversight Committee annually. Participation increases will be assessed by comparing the previous year's recreation program participant numbers to the annual recreation program participation numbers after the completion of the Spring season.
    - B. Perform a Customer Satisfaction survey annually of both Recreation and Academy participants, and analyze and implement changes based on the results of each survey. Questions for the survey will be developed jointly with the Program Coordinator for Parks and Recreation.
    - C. Provide educational and training sessions for coaches throughout each season through multiple training outlets (in person trainings, web based trainings, printed materials, etc.).
    - D. Plan to host two tournaments each year to that include TRIC teams and may also include non-TRIC teams in order to create a positive economic impact on the Kingsport community.
    - E. Submit a marketing and promotion plan to the Program Coordinator prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.
  - b. Perform a Criminal Background Check through Tennessee State Soccer on each volunteer who coaches or has one on one contact with youth. The purpose is to make the program as safe as

possible for the youth participants. Volunteer applicants who have a past history of child abuse or molestation, violent behavior, drug or substance abuse, or other inappropriate behavior should be denied the opportunity to volunteer.

- c. At no expense to CITY, provide the following maintenance and repair:
  - I. Maintain soccer goals, nets, cables, net clips, program supplies and equipment including motorized vehicles and storage buildings owned by TRIC.
  - II. *TRIC shall be responsible for daily game day policing of all litter at Facilities to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.***
  - III. *Line all fields for TRIC recreation league, academy, and tournament play.***
  - IV. Monitor restroom facility and stock supplies to be provided by CITY.
  - V. Adhere to CITY rules that pertain to field usage and provide input on overuse.
- d. Furnish to the CITY Parks and Recreation Department a calendar of events Fall, Spring, and Summer seasons respectively. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the CITY Parks and Recreation Department.
- e. Refer all groups requesting use of the Facilities to the Program Coordinator of Kingsport Parks and Recreation. TRIC is not authorized to schedule the fields for anyone other than TRIC practices and/or games. This includes all school systems in the area.
- f. Schedule and meet with the CITY Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with CITY staff.
- g. Provide CITY with completed accident and incident reports pertaining to TRIC's use of Facilities.
- h. Report any facility maintenance problems to CITY designated personnel.
- i. CITY will provide toilet paper and cleaning supplies to be used. TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms twice per week with TRIC responsible for cleaning as needed all other times.
- j. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and TRIC agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.
- k. Post no advertising or signage at the Facilities. Special request for signage or promotional items must be made to the CITY Parks and Recreation office and may not conflict with existing facility sponsors and/or naming.
- l. A minimum payment of \$4,000 fee is required per season. This fee offsets the field usage by TRIC for non-recreation based programs. As an incentive to increase participation in the Recreational Soccer Program, TRIC will be given a credit of \$10.00 for every City of Kingsport resident that is registered in the recreation soccer league (per season) and/or as enrolled in each fee based instructional clinic. TRIC will be given a credit of \$5.00 for every non City of Kingsport resident that is enrolled in the recreation soccer league (per season). The \$4,000 fee will be reduced based on the cumulative amount of those credits. Fee payment shall be made by cash/check and reconciled per season.
- m. Provide a responsible adult to be on-site at each and every activity scheduled at Facilities.
- n. Ensure the facility is locked each day at the conclusion of TRIC's use each day.
- o. Not make any permanent changes to Facilities or fields without the expressed prior written permission of CITY.
- p. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
- q. Follow all Park rules that have been established by the CITY Parks and Recreation Department.
- r. Pay CITY for the use of sports field lighting directly related to TRIC usage. Payments shall be made by cash/check or in equivalent value of in-kind volunteer labor as mutually agreed upon by CITY and TRIC. These fees must be calculated and reconciled per season.
- s. Assist CITY in moving and relocating soccer goals in the Facilities. TRIC is responsible to ensure goals are properly anchored. As per the City of Kingsport Risk Management recommendations, the goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:
  - i Auger-style anchors that are screwed into the ground;
  - ii. Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or bolts to secure the goal.
- t. Allow ex-officio representation by CITY Parks and Recreation on TRIC Board.

u. Conduct only TRIC sanctioned and organized events and activities under the terms of this Agreement. Personal use of the Facilities by TRIC members is outside the scope of this Agreement.

v. Hold CITY harmless from all damage or loss to TRIC equipment located at the Facilities unless specifically caused by the sole negligence of CITY.

w. Provide CITY Parks and Recreation statistical data pertaining to participation and attendance at Facilities on a monthly basis.

x. Include Photo & Video Policy on all advertisement and registration forms: Please be aware that photos and videos may be taken to promote the services and facilities that our City offers and become the City's sole property. The City of Kingsport and the media may publish these photographs or air these videos in printed publications, cable TV, and online on the CITY's website and social media.

y. Abide by and comply with the requirements of Tenn. Code Ann § 68-55-503 "Sports Concussion Law" and Tenn. Code Ann. § 68-54-100 "Sudden Cardiac Arrest Prevention Act"

z. Maintain a website and social media presence with updated information regarding the Recreational Soccer Program. Assign and monitor a public phone number and email for program questions, responding to messages within an appropriate timeframe.

10. Assignment and Exclusivity

a. This Agreement is a privilege for the benefit of TRIC only and may not be assigned in whole or part by TRIC to any other person or entity. Both parties understand that TRIC use of the Facilities is nonexclusive.

11. Insurance and Indemnification

a. TRIC will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, TRIC will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by TRIC of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of TRIC. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies. TRIC shall, before using transportation services, provide CITY with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide CITY the coverage set out herein and be acceptable to CITY. TRIC also shall provide CITY with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, TRIC shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by CITY, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, TRIC shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

b. TRIC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by TRIC or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of TRIC as set forth in this Agreement.

12. **Miscellaneous Provisions:**

a. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.

b. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of the TRIC and CITY created hereunder are performable in Sullivan County, Tennessee.

c. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

d. In case any one or more of the provisions contained in this Agreement shall for any reason be

held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

e. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals.

[Acknowledgements deleted for inclusion in this Resolution]

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

SECTION IV. That a Concession Lease Agreement with Tri-Cities United Soccer Club is approved.

SECTION V. 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 agreement with Concession Lease Agreement with Tri-Cities United Soccer Club and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

#### **CONCESSION LEASE AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the City of Kingsport, a municipal corporation of the State of Tennessee, hereinafter called LESSOR, AND Tri-cities United, hereinafter called CONCESSIONAIRE.

#### **W-I-T-N-E-S-S-E-T-H**

That for and in consideration of \$50.00 per season, to be paid seasonally by CONCESSIONAIRE TO LESSOR, LESSOR does hereby lease unto CONCESSIONAIRE for the period of July 1, 2021, through June 30, 2022, the concession rights for the sale of food, refreshments, confectionery and beverages at the soccer fields at 2969 Sullivan Gardens Parkway.

CONCESSIONAIRE agrees to and shall abide by the following conditions:

1. CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies or other items offered for sale, and any other incidentals necessary for the operation of the concession. CONCESSIONAIRE shall be responsible for the maintenance of its equipment to insure that it is in a safe and usable condition at all times, and shall provide at its own cost a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager. CONCESSIONAIRE agrees not to sublet or sublease in any form the concession rights or assign this agreement.

2. LESSOR'S Parks and Recreation Manager (hereinafter "Parks and Recreation Manager") shall approve all items offered under this Agreement and shall approve all prices charged to the public.

3. LESSOR retains all pouring rights for beverages and CONCESSIONAIRE agrees to honor such, and will not do anything that would violate such pouring rights, including concessions or advertising.

4. CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.

5. CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly and inviting condition that shall be satisfactory to the Parks and Recreation Manager; and this shall include the area immediately surrounding the concession area. In addition, at the end of each day, CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a dumpster.



6. LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.
7. Any alterations, repairs, or additions to the building area occupied by CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by CONCESSIONAIRE.
8. It shall be the obligation of CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise.
9. CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age or sex.
10. LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this agreement shall work a forfeiture of this agreement, and the City may take possession on a twenty-four (24) hour notice.
11. CONCESSIONAIRE may voluntarily terminate the agreement upon five (5) days written notice to the City.
12. CONCESSIONAIRE will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, CONCESSIONAIRE will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name LESSOR as an additional insured thereunder. All of such insurance shall insure the performance by CONCESSIONAIRE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of the negligence of CONCESSIONAIRE. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies. CONCESSIONAIRE shall, before using transportation services, provide LESSOR with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR.
13. CONCESSIONAIRE also shall provide LESSOR with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to LESSOR (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, CONCESSIONAIRE shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by LESSOR, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, CONCESSIONAIRE shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.
14. CONCESSIONAIRE shall indemnify, defend and hold harmless LESSOR, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by CONCESSIONAIRE or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of CONCESSIONAIRE as set forth in this Agreement.

[Acknowledgements deleted for inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of May, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### **Apply for and Receive a DOJ-Office of Justice Programs Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant**

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

Action Form No.: AF-148-2021  
 Work Session: May 17, 2021  
 First Reading: N/A

Final Adoption: May 18, 2021  
 Staff Work By: Capt. Gore  
 Presentation By: Chief Phipps

#### **Recommendation:**

Approve the resolution

#### **Executive Summary:**

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

The Police Department budgets for and purchases vests each year as they are replaced due to expiration, wear and tear, or as new officers are hired. This grant program provides reimbursement to law enforcement agencies at up to 50% of their total vest expenditures for vest purchases for the next two years. This grant application requests approval of application for \$13,975.00. The actual amount approved may be slightly more or less.

#### **Attachments:**

1. Resolution

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS' BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP (BVP) REIMBURSEMENT GRANT

WHEREAS, the city, through the Kingsport Police Department, would like to apply for a grant through the Department of Justice – Office of Justice Programs' Bureau of Justice Assistance, which will provide funds to assist with the acquisition of bulletproof vests; and

WHEREAS, the funds will assist the city and the Kingsport Police Department in the reimbursement to law enforcement agencies, up to fifty percent (50%) of their total vest expenditures for vest purchases for the next two years; and

WHEREAS, this grant application requests approval of application for \$13, 975.00, although the actual amount approved may be slightly more or less.

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, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Department of Justice – Office of Justice Bureau of Justice Assistance for the Bulletproof Vest Partnership Reimbursement Grant.

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

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

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

ADOPTED this the 18th day of May, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### Enter into an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection

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

Action Form No.: AF-158-2021  
 Work Session: May 17, 2021  
 First Reading: N/A

Final Adoption: May 18, 2021  
 Staff Work By: Staff  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution

#### Executive Summary:

Since 2007, the City of Kingsport has provided garbage collection service to the town of Mt. Carmel. The City of Kingsport proposes to extend that service through a one year contract with Mt. Carmel. This contract brings a monthly revenue of \$13,594.00 and a yearly revenue of \$167,448.00. The contract covers garbage collection service only.

#### Attachments:

1. Resolution

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

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN  
INTER-LOCAL AGREEMENT TO PROVIDE RESIDENTIAL  
AUTOMATED GARBAGE COLLECTION TO SERVE THE TOWN  
OF MOUNT CARMEL, TENNESSEE

WHEREAS, the city would like to enter into an inter-local cooperation agreement with the Town of Mount Carmel to provide residential automated garbage collection for the town: and,

WHEREAS, the contract brings a monthly revenue of \$13,594.00, and a yearly revenue of \$163,128.00 and the contract covers garbage collection service only.

Now therefore,

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

SECTION I. That the Interlocal Agreement between the city and the Town of Mount Carmel for residential automated garbage collection 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, an Inter-Local Agreement for residential automated garbage collection to serve the Town of Mount Carmel, said agreement being substantially in the form as hereinafter set out, along with all other documents necessary and proper to effectuate the purpose of the agreement said agreement being generally as follows:

**INTERLOCAL AGREEMENT**

This Interlocal Agreement is entered into this the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the TOWN OF MOUNT CARMEL, hereinafter referred to as the "Mt. Carmel", and the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", both chartered municipalities of the State of Tennessee.

**WITNESSETH:**

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated §§ 5-1-113; 5-1-114; and 12-9-101 et seq. and to provide for interlocal agreements and cooperation; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an interlocal mutual aid agreement for certain Residential Refuse collection services.

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

1. Kingsport will furnish all personnel, labor, equipment, trucks and all other items necessary to provide Residential Refuse collection as defined herein within the corporate limits of Mt. Carmel at a price of \$13,594.00 dollars, which is \$6.25 per month for 2,175 Carts in the city limits of Mt. Carmel, subject to adjustments provided for herein. Kingsport will provide curbside collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Carts will be placed at curbside by 6:00 a.m. on the designated collection day. Residential Refuse must be placed in the ninety-six (96) gallon Cart provided by Kingsport to be collected by Kingsport.

2. The initial term of this Agreement will commence on \_\_\_\_\_, 2021 and end on \_\_\_\_\_, 2022.

3. Mt. Carmel will pick up or caused to be picked up Bags, Bulky Waste, Bundled Items, Construction Debris, Dead Animals, Rubbish, and any other trash, Garbage or items for disposal that are not Residential Refuse and that are not contained in the Cart provided by Kingsport.

4. The work under this Interlocal Agreement does not include the collection and disposal of any increased volume resulting from a flood, tornado, high winds, electrical storms or other act of God over which Kingsport has no control. In the event of such a flood, tornado, high winds, electrical

storms or other act of God, Kingsport and Mt. Carmel will negotiate the payment to be made to Kingsport. Further, if Mt. Carmel and Kingsport reach such agreement, then Mt. Carmel will grant to Kingsport variances in routes and schedules as deemed necessary by Kingsport.

5. Kingsport has provided 2,175 Carts at 96 gallons at no charge for the collection of Residential Refuse herein. Only the Carts supplied by Kingsport will be used for this collection. These Carts will remain the property of Kingsport, except as otherwise provided in this section. Carts will be assigned to properties by serial number stamped on each Cart.

6. The current site for the disposal of the Residential Refuse collected hereunder is the BFI landfill in the Carter's Valley Community. This site is available pursuant to an agreement between Hawkins County, Tennessee and BFI to which neither Kingsport or Mt. Carmel is a party. In the event the agreement is ever modified such that it is no longer available free of charge, the cost hereunder will be re-negotiated.

7. Each Cart will be placed at curbside for collection. Kingsport may indicate the location for the placement of a Cart. Curbside refers to that portion of right-of-way fronting the residential dwelling and adjacent to paved or traveled streets. Carts will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Cart will be placed as close as practicable to an access point for the collection vehicle. Kingsport may decline to collect any Cart not placed in accordance with this section.

8. Mt. Carmel agrees to impose the same restrictions and requirements on the citizens of Mt. Carmel who are serviced by this Interlocal Agreement as Kingsport imposes on its citizens for Residential Refuse collection, and Mt. Carmel agrees it will take the action necessary to enforce such requirements, including but not limited to the requirements for automated Residential Refuse collection. This includes but is not limited to the requirement that the customer pay for a replacement Cart when the Cart is no longer reasonable usable, damaged beyond reasonable use, stolen or lost or if the customer wants an additional Cart.

9. Collection of garbage will not start before 6:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours will be effected only upon the mutual agreement of the respective public works directors of Mt. Carmel and Kingsport, or when Kingsport reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

10. Collection routes will be established by Kingsport. Kingsport will submit a map designating the collection routes to Mt. Carmel for its approval, which will not be unreasonably withheld. Kingsport may from time to time propose to Mt. Carmel changes in routes or days of collection.

11. Kingsport observes certain holidays that may alter the scheduled pick up days. Kingsport has the right to alter the scheduled pick up days due to the observance of a holiday, but Kingsport will provide collection service at least once per week. The current holidays include: New Year's Day, Martin Luther King's birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and at the discretion of Kingsport board of mayor and aldermen other days. Kingsport may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Kingsport of its obligation to provide collection service at least once per week.

12. The beginning Cart count for this Agreement is 2,175 Carts. A new Cart count will be established for every twenty-five (25) additional Carts provided. The monthly charge set out in paragraph 1 will increase by \$6.25 per Cart per month upon the establishment of a new Cart count, or at the newly established rate determined in accordance with section 20 herein. In no event will the Cart count be reduced.

13. Kingsport will bill Mt. Carmel for services rendered within ten (10) days following the end of the month and Mt. Carmel will pay Kingsport on or before the 25th day following the end of such month. Such billing and payment will be based on the rates set out herein with permitted adjustments. Kingsport will be entitled to payment for services rendered regardless of whether or not Mt. Carmel collects from the customer for such services.

14. Apartment complexes or condominiums with more than six (6) units will not be considered residential units and the owners must make their own arrangements for collection and disposal.

15. All complaints will be made directly to Kingsport Streets Sanitation Division at 229-9451 between 8:00 a.m. and 3:00 p.m. Monday through Friday. In the case of alleged missed scheduled collections, Kingsport will investigate and, if such allegations are verified, will arrange for the collection of the Refuse not collected within 24 hours after the complaint is received. However, in no event will Kingsport be required to collect any item not contained in the Cart.

16. Kingsport will provide an adequate number of vehicles for regular collection services. All vehicles and other equipment will be kept in good repair, appearance, and in a sanitary condition at all times. Only truck bodies specifically constructed by a recognized manufacturer of this type of



specialized equipment for handling of garbage will be acceptable. Each vehicle will have clearly visible on each side a designation showing the vehicle is Kingsport's vehicle.

17. Kingsport will maintain local telephone service where it can be contacted. A person will be available from 8:00 a.m. to 4:30 p.m. on regularly scheduled collection days. Kingsport Streets and Sanitation Division has a present address and phone number as follows:

609 Industry Drive

Kingsport, Tennessee 37660

423-229-9451

18. Mt. Carmel will notify all Producers at Residential Units about complaint procedures, regulations, and day(s) for scheduled refuse collection by posting such notification on the Carts.

19. Kingsport's employees will be the responsibility of Kingsport, although nothing herein will be construed to waive any governmental immunity, including such as set forth in the Governmental Tort Liability Act. Appropriate protective clothing or equipment for Kingsport's employees is Kingsport's responsibility. Kingsport's employees will deal with customers and citizens in a courteous manner and will avoid abusive and obscene language or behavior.

20. In addition to the above, the fees which may be charged by Kingsport will be increased or decreased at any time upon thirty (30) days notice to Mt. Carmel for additional rate and price adjustments due to any changes in responsibility of bearing disposal cost, an increase in the number of Residential Units, such as Mt. Carmel growth or annexation, and changes in the location of disposal sites. Any change in Kingsport's cost of operations such as revised laws, ordinances, or regulations will constitute the right of Kingsport to negotiate with Mt. Carmel an increase to cover these additional operating expenses.

21. For all purposes of this Agreement unless the context shall otherwise require, the terms set forth in this Section whenever capitalized in this Agreement will have the indicated meanings:

Bags – Bags will mean a bag made of plastic approximately two (2) feet in diameter and no more than four (4) feet in length and be of sufficient strength to contain the weight of the contents without breaking open. Such plastic bags must be securely tied and will contain only leaves and yard trimmings.

Bulky Waste – Bulky Waste will mean stoves, refrigerators (if certification is attached that freon has been reclaimed), water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.

Bundled Items – Bundled items will mean tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding ten feet in length or 5" inches in diameter.

Construction Debris – Construction Debris will mean waste building materials resulting from construction, remodeling, repair or demolition operations, specifically excluding dirt and rock.

Cart - A receptacle with a capacity of ninety-six (96) gallons supplied and owned by Kingsport.

Dead Animals – Mt. Carmel will continue to pick up Dead Animals. Dead Animals means animals or portions thereof equal that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, materials recycling facilities and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Garbage - Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bags, Bulky Waste, Bundle, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, Stable Matter, or Special Waste.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State Law.

Producer - An occupant of a Residential Unit who generates Refuse.

Refuse - This term will refer to Residential Refuse generated by a Producer at a Residential Unit.

Residential Refuse - All Garbage generated by a Producer at a Residential Unit.

Residential Unit - A dwelling within the corporate limits of Mt. Carmel occupied by a person or group of persons comprising not more than six dwelling units. A Residential Unit will be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling or an apartment complex whether of single or multi-level construction, consisting of six or

less contiguous or separate single-family dwelling units, will be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit will be billed separately as a Residential Unit.

Rubbish – Rubbish will mean all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Special Waste - Any solid waste which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of or requires approval from any State agency. Examples of Special Waste may include, but are not limited to: oil, gas, paint, paint cans, biohazardous waste, white goods, tires, mining wastes, fly ash, combustion ash, sludges, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup or a spill.

22. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe wind, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

23. No amendment to this Interlocal Agreement will be made except upon the written consent of the parties.

24. In the event that any provision or portion of this Interlocal Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Interlocal Agreement will not affect the validity or enforceability of any other provision or portion of the Interlocal Agreement.

25. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties will deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this paragraph, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 18<sup>th</sup> day of May, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### Pipeline Easement Agreements with the Department of the Army for Right-of-Ways Located on Holston Army Ammunition Plant Property

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

Action Form No.: AF-157-2021  
 Work Session: May 17, 2021  
 First Reading: NA

Final Adoption: May 18, 2021  
 Staff Work By: Chris Alley  
 Presentation By: Ryan McReynolds

### Recommendation:

Approve the Resolution

### Executive Summary:

The City of Kingsport has utilities that cross the Army's railroad right-of-way located within the Holston Army Ammunition Plant property. Easements for these utilities are needed for operation and maintenance of the sanitary sewer lines and water lines located on the premises.

It is requested to enter into three (3) easement agreements with the Department of the Army for utilities that cross the Army's railroad right-of-way. These new agreements are extensions of existing agreements that the City entered into with the Department of the Army between 1968 and 1970. The term for these agreements will be 25 years from the end of the previous agreement's expiration date.

Administrative fees for each agreement is \$5,000.00 for a total of \$15,000.00. Funding for these is available and identified in the Sewer Maintenance operational line item 412 5004 501 2053.

### Attachments:

1. Resolution
2. Location Map

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	—	—	—
Otterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION APPROVING THREE PIPELINE EASEMENTS FOR UTILITIES THAT CROSS THE ARMY'S RAILROAD RIGHT-OF-WAY LOCATED WITHIN THE HOLSTON ARMY AMMUNITION PLANT PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE EASEMENTS

WHEREAS, the city has utilities that cross the Army's railroad right-of-way located within the Holston Army Ammunition Plant property, which are needed for operation and maintenance of the sanitary sewer lines and water lines located on the premises; and

WHEREAS, the city would like to enter into three (3) easement agreements with the Department of the Army for utilities that cross the Army's railroad right-of-way, which will be extensions of existing agreements that the city entered into with the Department of the Army between 1968 and 1970; and

WHEREAS, the term for these agreements will be 25 years from the end of the previous agreement's expiration date; and

WHEREAS, the administrative fees for each agreement is \$5,000.00 for a total of \$15,000.00; and

WHEREAS, funding for these is available and identified in the Sewer Maintenance operational line item 412 5004 501 2053.

Now therefore,

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

SECTION I. That the three pipeline easements that cross the Army's railroad right-of-way located within the Holston Army Ammunition Plant property, which are needed for operation and maintenance of the sanitary sewer lines and water lines located on the premises, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the easement with the Secretary of the Army and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**No. DACA01-2-21-1429**  
**DEPARTMENT OF THE ARMY EASEMENT FOR PIPELINE RIGHT-OF-WAY**  
**LOCATED ON**  
**HOLSTON ARMY AMMUNITION PLANT**  
**Kingsport, Tennessee**

**THE SECRETARY OF THE ARMY**, under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interest of the United States in the property affected, hereby grants to **CITY OF KINGSFORT**, hereinafter referred to as the grantee, an

easement for the operation and maintenance of a sanitary sewer line, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibit "A" and shown on Exhibit "B", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

Said Premises are hereby granted for a term of TWENTY- FIVE (25) years, beginning 3 October, 2018 and ending 02 October, 2043, unless earlier terminated pursuant to the condition on TERMINATION.

**2. CONSIDERATION**

The consideration for this Easement shall be the construction, operation, and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth

**3. ADMINISTRATIVE FEES**

The grantee shall pay in advance to the United States an administrative fee in the amount of FIVE THOUSAND and ZERO/100 Dollars (\$5,000) in full for the term hereof, payable to the order of the Finance and Accounting Officer, USAED, Mobile and delivered to U.S. Army Engineer District, Mobile, Attention RE-M&D, P.O. Box 2288, Mobile, Alabama 2662

**4. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to: City of Kingsport, Water Services, 1113 Konnarock Rd Kingsport, TN 37664; and, if to the United States, to: the District Engineer, U.S. Army Engineer District, Mobile, ATTN: Real Estate Division, P.O. Box 2288, Mobile, Alabama 36628-0001, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

**5. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

**6. SUPERVISION BY THE DISTRICT ENGINEER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Mobile District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

**7. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**8. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

**9. INSPECTION AND REPAIRS**

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

**10. PROTECTION OF GOVERNMENT PROPERTY**

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

**11. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection

with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**12. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

**13. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

**14. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

**15. REQUIRED SERVICES**

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

**16. RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

**17. TERMINATION**

The Grantor may terminate this Easement at any time (i) if the Grantee fails to comply with any term or condition of this Easement, or (ii) at will (i.e. at any time for any reason).

**18. SOIL AND WATER CONSERVATION**

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

**19. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

**20. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the

event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

**21. NON-DISCRIMINATION**

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national, origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

**22. RESTORATION**

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

**23. EXECUTIVE ORDER 13658**

This asement is subject to the provisions of "Exhibit C," attached hereto and made a part hereof.

**24. EXECUTIVE ORDER 13706**

This Easement is subject to the provisions of "Exhibit D," attached hereto and made a part hereof.

**25. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

**THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF** I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION IV. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the easement with the Secretary of the Army and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the easement or this resolution.

**No. DACA01-2-21-1434**

**DEPARTMENT OF THE ARMY EASEMENT FOR PIPELINE RIGHT-OF-WAY  
LOCATED ON**

**HOLSTON ARMY AMMUNITION PLANT**

**Kingsport, Tennessee**

**THE SECRETARY OF THE ARMY**, under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interest of the United States in the property affected, hereby grants to the **CITY OF KINGSFORT**, hereinafter referred to as the grantee, an easement for the operation and maintenance of a water pipeline, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibit "A" and shown



on Exhibit "B", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

Said Premises are hereby granted for a term of TWENTY- FIVE (25) years, beginning February 26, 2020 and ending February 25, 2045, unless earlier terminated pursuant to the condition on TERMINATION.

**2. CONSIDERATION**

The consideration for this Easement shall be the operation, and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth

**3. ADMINISTRATIVE FEES**

The grantee shall pay in advance to the United States an administrative fee in the amount of FIVE THOUSAND and ZERO/100 Dollars (\$5,000) in full for the term hereof, payable to the order of the Finance and Accounting Officer, USAED, Mobile and delivered to U.S. Army Engineer District, Mobile, Attention RE-M&D, P.O. Box 2288, Mobile, Alabama 2662

**4. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to: City of Kingsport, Water Services, 1113 Konnarock Rd Kingsport, TN 37664; and, if to the United States, to: the District Engineer, U.S. Army Engineer District, Mobile, ATTN: Real Estate Division, P.O. Box 2288, Mobile, Alabama 36628-0001, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

**5. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

**6. SUPERVISION BY THE DISTRICT ENGINEER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Mobile District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

**7. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**8. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

**9. INSPECTION AND REPAIRS**

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

**10. PROTECTION OF GOVERNMENT PROPERTY**

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

**11. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**12. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

**13. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

**14. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

**15. REQUIRED SERVICES**

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

**16. RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

**17. TERMINATION**

The Grantor may terminate this Easement at any time (i) if the Grantee fails to comply with any term or condition of this Easement, or (ii) at will (i.e. at any time for any reason).

**18. SOIL AND WATER CONSERVATION**

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

**19. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

**20. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

**21. NON-DISCRIMINATION**

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national, origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600- 7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

**22. RESTORATION**

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

**23. EXECUTIVE ORDER 13658**

This Easement is subject to the provisions of "Exhibit C," attached hereto and made a part hereof.

**24. EXECUTIVE ORDER 13706**

This Easement is subject to the provisions of "Exhibit D," attached hereto and made a part hereof.

**25. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

**THIS EASEMENT** is not subject to Title 10, United States Code, section 2662, as amended.

**IN WITNESS WHEREOF** I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION VI. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Easement with the Secretary of the Army and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

**No. DACA01-2-21-1435  
DEPARTMENT OF THE ARMY EASEMENT FOR PIPELINE RIGHT-OF-WAY  
LOCATED ON  
HOLSTON ARMY AMMUNITION PLANT  
Kingsport, Tennessee**

**THE SECRETARY OF THE ARMY**, under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interest of the United States in the property affected, hereby grants to **CITY OF KINGSFORT**, hereinafter referred to as the grantee, an easement for the operation and maintenance of two sanitary sewer lines and a waterline, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibit "A-1", "Exhibit A-2", and shown on Exhibit "B", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

Said Premises are hereby granted for a term of TWENTY- FIVE (25) years, beginning March 2, 2021 and ending March 1, 2046, unless earlier terminated pursuant to the condition on TERMINATION.

**2. CONSIDERATION**

The consideration for this Easement shall be the construction, operation, and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

**3. ADMINISTRATIVE FEES**

The grantee shall pay in advance to the United States an administrative fee in the amount of FIVE THOUSAND and ZERO/100 Dollars (\$5,000) in full for the term hereof, payable to the order of the Finance and Accounting Officer, USAED, Mobile and delivered to U.S. Army Engineer District, Mobile, Attention RE-M&D, P.O. Box 2288, Mobile, Alabama 2662

**4. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to: City of Kingsport, Water Services, 1113 Konnarock Rd Kingsport, TN 37664; and, if to the United States, to: the District Engineer, U.S. Army Engineer District, Mobile, ATTN: Real Estate Division, P.O. Box 2288, Mobile, Alabama 36628-0001, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

**5. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

**6. SUPERVISION BY THE DISTRICT ENGINEER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Mobile District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

**7. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**8. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

**9. INSPECTION AND REPAIRS**

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

**10. PROTECTION OF GOVERNMENT PROPERTY**

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

**11. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**12. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection

with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

**13. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

**14. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

**15. REQUIRED SERVICES**

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

**16. RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

**17. TERMINATION**

The Grantor may terminate this Easement at any time (i) if the Grantee fails to comply with any term or condition of this Easement, or (ii) at will (i.e. at any time for any reason).

**18. SOIL AND WATER CONSERVATION**

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

**19. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

**20. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

**21. NON-DISCRIMINATION**

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national, origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

**22. RESTORATION**

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

**23. EXECUTIVE ORDER 13658**

This Easement is subject to the provisions of "Exhibit C," attached hereto and made a part hereof.

**24. EXECUTIVE ORDER 13706**

This Easement is subject to the provisions of "Exhibit D," attached hereto and made a part hereof.

**25. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

**THIS EASEMENT** is not subject to Title 10, United States Code, Section 662, as amended.

**IN WITNESS WHEREOF** I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of May, 2021.

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

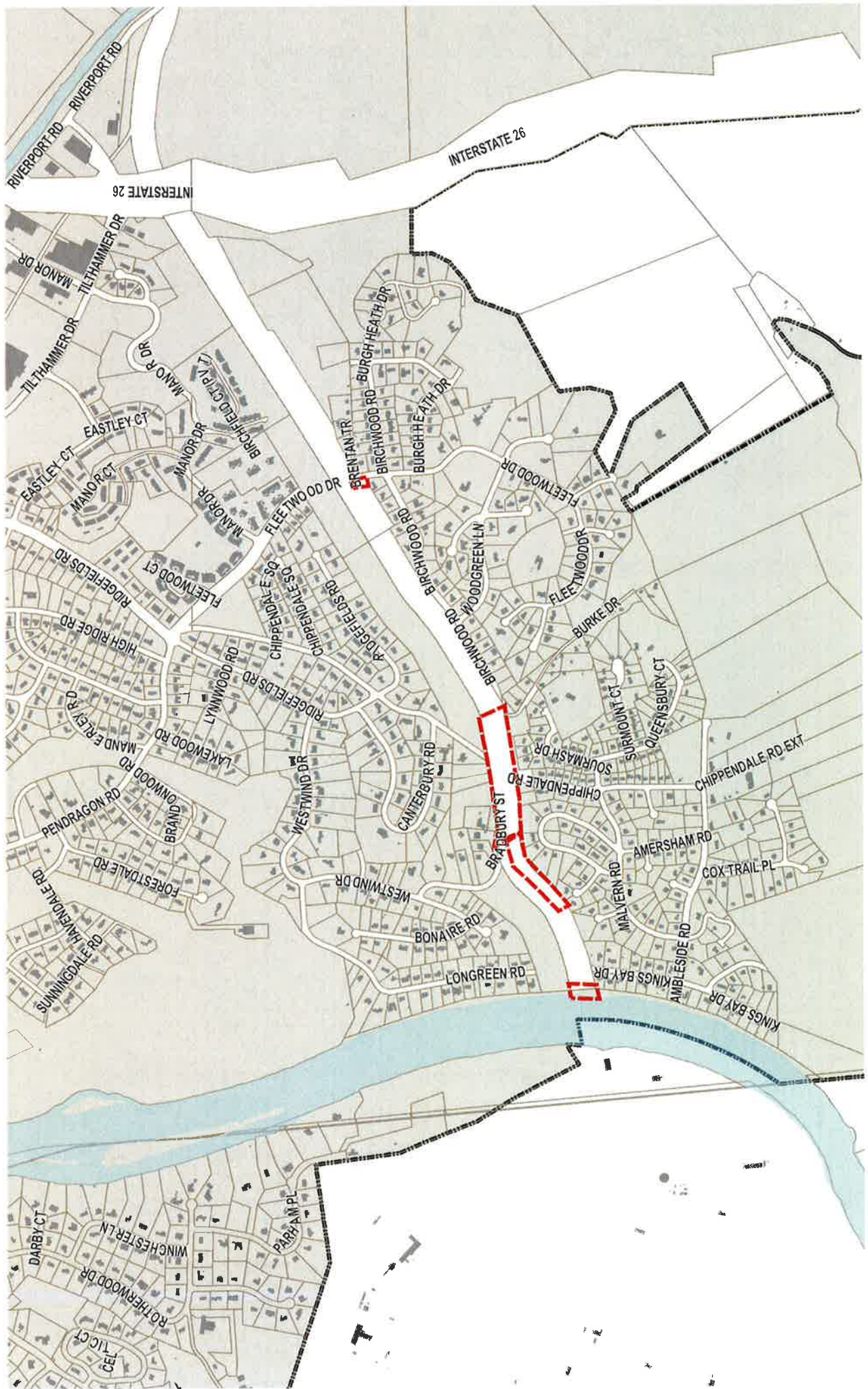
ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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







## AGENDA ACTION FORM

### **Approve the Automatic Renewal of the Current Agreement with the City of Bristol, TN as the Lead Entity for the Northeast TN/Southwest VA HOME Consortium**

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

Action Form No.: AF 152-2021  
 Work Session: May 17, 2021  
 First Reading: N/A

Final Adoption: May 18, 2021  
 Staff Work By: Jessica McMurray  
 Presentation By: Jessica McMurray

#### **Recommendation:**

Approve the resolution

#### **Executive Summary:**

In July 2017, the City of Kingsport entered into an agreement with the City of Bristol, TN as Lead Entity of the Northeast TN/VA HOME Consortium for benefit of annual Home Investment Partnership (HOME) funds received from the U. S. Department of Housing and Urban Development (HUD). These agreements are required by HUD for HOME Participating Jurisdictions. Because the HOME Consortium has been designated automatic renewal status with the US Department of Housing and Urban Development, upon approval by the Consortium Board, this agreement may be renewed for participation in successive qualification periods of three federal fiscal years each. The first such renewal of this agreement occurred July 1, 2018 and will end June 30, 2021.

By June 15, 2021 the City of Kingsport shall notify the Lead Entity of the City's intent to participate. The City of Kingsport shall also provide the Lead Entity with an Authorizing Resolution approving the automatic renewal of the agreement. The Lead Entity is responsible for forwarding all required documentation for Field Office Review.

#### **Attachments:**

1. Resolution
2. NE TN/VA Home Consortium 2021-2024 Qualification Period Document

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



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

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE THE AUTOMATIC RENEWAL OF THE CURRENT AGREEMENT WITH THE CITY OF BRISTOL, TN AS THE LEAD ENTITY FOR THE TN/SOUTHWEST VA HOME CONSORTIUM

WHEREAS, the City of Kingsport desires to continue as a member of the Northeast Tennessee/Southwest Virginia HOME Consortium for an additional three-year period; and

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

Now therefore,

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

SECTION I. That the automatic renewal of the current agreement with the City of Bristol, Tennessee as the Lead Entity for the Northeast TN/Southwest VA HOME Consortium is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to approve, in a form approved by the city attorney, the automatic renewal of the current Agreement with the City of Bristol, Tennessee as the Lead Entity for the Northeast TN/Southwest VA HOME Consortium substantially in the form as hereinafter set out, with such changes therein as shall be approved by the mayor in consultation with the city attorney, along with all other documents necessary and proper to effectuate the purpose of the automatic renewal to continue as a member of the Northeast Tennessee/Virginia HOME Consortium for an additional three-year period, said proposed agreement is as follows:

NORTHEAST TENNESSEE / VIRGINIA HOME CONSORTIUM  
2021-2024 QUALIFICATION PERIOD

\_\_\_\_\_ Yes, we wish to continue as a member of the Northeast Tennessee/Virginia HOME Consortium for an additional three-year period.

\_\_\_\_\_ No, we do not wish to continue as a member of the Northeast Tennessee/Virginia HOME Consortium for an additional three-year period.

Community Name

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Please return by June 1, 2021 to:  
Christina Blevins  
Community Development Specialist  
P.O. Box 1189  
Bristol, TN 37621

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

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

ADOPTED this the 18th day of May, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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

**NORTHEAST TENNESSEE / VIRGINIA HOME CONSORTIUM  
2021-2024 QUALIFICATION PERIOD**

\_\_\_\_\_ Yes, we wish to continue as a member of the Northeast Tennessee/Virginia  
HOME Consortium for an additional three-year period.

\_\_\_\_\_ No, we do not wish to continue as a member of the Northeast Tennessee/Virginia  
HOME Consortium for an additional three-year period.

Community Name

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Please return by June 1, 2021 to:  
Christina Blevins  
Community Development Specialist  
P.O. Box 1189  
Bristol, TN 37621



## AGENDA ACTION FORM

### Approve Lease of Property to Bays Mountain Park Association

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

Action Form No.: AF-154-2021  
 Work Session: May 17, 2021  
 First Reading: N/A

Final Adoption: May 18, 2021  
 Staff Work By: R. Cole/M. Borders  
 Presentation By: Michael Borders

#### Recommendation:

Approve the resolution

#### Executive Summary:

As part of the 50<sup>th</sup> Anniversary Celebration for Bays Mountain Park and Planetarium the Bays Mountain Park Association (BMPA) desires to construct a commemorative trail which will service mountain bikers and hikers.

BMPA has already been in discussions with a professional trail builder and anticipates the trail extending from the current Azalea trail, near its intersection with Bays Mountain Road, in a southwesterly direction and parallel to the top of the ridge ultimately ending at the Indian Pipes trail. The trail will be roughly 3.4 miles in length. An illustration of the proposed trail route is included.

In order to construct the trail, BMPA desires to enter into a lease agreement with the city for the roughly 8.24 acre portion of the park through which the trail will run. The Bays Mountain Park Commission has reviewed the proposed construction of the trail and evaluated BMPA's ability to complete the project. Based on the information reviewed the Park Commission recommends the board approve the lease agreement to facilitate installation of the trail.

Not only will this trail commemorate the 50<sup>th</sup> anniversary of Bays Mountain Park but will also give citizens additional trail to utilize while also reducing traffic on existing trails.

#### Attachments:

1. Resolution
2. Illustration of proposed trail route

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

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

A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE BAYS MOUNTAIN PARK ASSOCIATION FOR PROPERTY LOCATED ALONG THE SOUTHEASTERLY SLOPE OF HOLSTON RIVER MOUNTAIN AND LOCATED WITHIN BAYS MOUNTAIN PARK; AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AND ALL NECESSARY DOCUMENTS TO EFFECTUATE THE PURPOSE OF THE LEASE

WHEREAS, 2021 marks the 50<sup>th</sup> anniversary of the Bays Mountain Park and Planetarium; and

WHEREAS, the Bays Mountain Park Association (BMPA), which exists for the purpose of supporting and maintaining Bays Mountain Park, desires to commemorate the park's 50<sup>th</sup> anniversary by expanding the network of available trails; and

WHEREAS, the BMPA has proposed a new trail within the park which will run a distance of approximately 3.4 miles parallel with the top of Holston River Mountain; and

WHEREAS, the BMPA desires to lease an approximately 8.24 acre area of Holston River Mountain within Bays Mountain Park for the construction and maintenance of this 3.4 mile mountain biking and hiking trail; and

WHEREAS, the Bays Mountain Park Commission has reviewed BMPA's proposal as well as BMPA's ability to create the new trail and recommends the board enter into the lease agreement; and

WHEREAS, the added trail will provide citizens with additional opportunities to explore the park while also reducing traffic on the existing trails.

Now therefore,

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

SECTION I. That the lease agreement with the Bays Mountain Park Association is hereby approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a lease agreement, substantially in the form as hereinafter set out, with such changes therein as shall be approved by the mayor in consultation with the city attorney along with all other documents necessary and proper to effectuate the purpose of the agreement, for the lease of space at Bays Mountain Park, said proposed agreement is as follows:

**LEASE**

This agreement (herein Lease) entered into as of the date of acknowledgement of the LESSOR by and between the City of Kingsport, a Tennessee municipal corporation (herein LESSOR) and Bays Mountain Park Association (LESSEE).

**WITNESSETH:**

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

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

Generally an area located along the southeasterly facing slope of Holston River Mountain and extending from a point beginning near the intersection of the Azalea Trail and Bays Mountain Road, extending in a generally southwesterly direction approximately 3.40 miles to the Indian Pipes Trail encompassing an area 10 feet of off the trail polyline with an approximate total area of 8.24 acres. The area is further depicted in the attached illustration.

**SECTION 2. LEASE TERM.** The term of this Lease shall begin on May 1, 2021 and shall terminate on April 30, 2022, or the completion of construction and acceptance by LESSEE unless sooner terminated as herein provided.

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

**SECTION 4. USE OF PREMISES.** LESSEE shall use the Premises solely for the purpose of constructing a mountain bike/hiking trail, and for no other purpose. Furthermore, LESSEE acknowledges the Premises are contained within the LESSOR'S Bays Mountain Park and therefore LESSEE's access to the premises are subject to any restrictions LESSOR may place upon access to Bays Mountain Park. However, should LESSEE require access at alternate times it may request such alternate access from LESSOR, the approval for which shall be within LESSOR's sole discretion.

**SECTION 5. UTILITIES.** LESSEE hereby acknowledges that no utilities currently service the Premises and none shall be made available to LESSEE. Notwithstanding this fact LESSEE still desires to lease the Premises for the purpose set forth herein.

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

**SECTION 7. MAINTENANCE.** It shall be LESSEE'S sole responsibility to keep and maintain the entire Premises, and every part thereof, in good condition and repair at all times during the term of the Lease. LESSEE shall maintain the Premises in compliance with the laws of the state of Tennessee and in accordance with all directions, rules and regulations of the proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of LESSEE. LESSEE shall comply with all requirements of law, ordinance and otherwise, affecting the Premises. If LESSEE refuses or neglects to commence and to complete repairs promptly and adequately, LESSOR may declare the LESSEE in breach of this Lease. LESSEE shall, upon the expiration or termination of this Lease, surrender the Premises in generally the same or better condition than when possession commenced.

**SECTION 8. COMPLIANCE WITH APPLICABLE LAWS.** Throughout the term of this Lease, LESSEE shall, at its sole cost and expense, comply with all present and future laws, statutes, codes, ordinances, rules and regulations of the federal government, State of Tennessee, or City of Kingsport, restrictive covenants and all orders, decrees and like actions of any court of competent jurisdiction which may be applicable to the Premises.

**SECTION 9. ALTERATIONS.** The LESSEE shall not make alterations to the Premises without LESSOR's consent. LESSOR acknowledges LESSEE'S intent to construct and maintain a mountain biking/hiking trail within the confines of the Premises. LESSEE must first submit plans for this work to LESSOR prior to commencement of work. LESSEE agrees to pay promptly when due the entire cost of any work done by it upon the Premises so that the Premises at all times shall be free of liens for labor and materials. LESSEE further agrees that in doing such work that it shall employ materials of good quality and comply with all governmental requirements, and perform such work in a good

and workmanlike manner. LESSEE agrees that it shall procure all necessary permits, specifically including but not limited to stormwater or environmental permits, for the construction of the trail and for making any repairs, alterations, or other improvements for installations, when applicable.

**SECTION 10. SURRENDER OF PREMISES.** On the expiration or earlier termination of this Lease pursuant to its terms, LESSEE shall peaceably and quietly leave and surrender the Premises to the LESSEE, in good order.

**SECTION 11. CONDITION OF PREMISES.** LESSEE has examined the Premises and accepts the same in its present state and condition without any representations or warranties, express or implied, in fact or in law, by LESSOR as to the nature, condition or usability thereof, or as to the use or uses to which the Premises may be put.

**SECTION 12. FIRE, CASUALTY.** Should a substantial portion of the Premises, be substantially damaged by fire or other casualty, LESSOR may elect to terminate this Lease. When such fire or casualty renders the Premises substantially unsuitable for its intended use, a proportionate abatement of rent shall be made. Notwithstanding the foregoing, in the event of damage by fire or other casualty resulting from the carelessness, negligence, or intentional or other of improper conduct of LESSEE, its agents, employees, contractors or others acting on its behalf, or from the carelessness, negligence, or intentional or other conduct of LESSEE's customers, guest or visitors, LESSEE shall have the full liability and responsibility for repairing from such casualty loss and for other damages and losses incurred by LESSOR.

**SECTION 13. SIGNS.** LESSEE shall not place or permit to be placed, any sign or signboards on the Premises without prior written approval from LESSOR or its Bays Mountain Park Commission. All permitted signs shall be in conformity with all applicable laws. The cost for all signs shall be borne by LESSEE.

**SECTION 14. ASSIGNMENT OR SUBLEASE.** LESSEE may not assign this Lease, sublet the Premises, in whole or in part, or allow another entity or individual to occupy the whole or any part of the Premises. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

**SECTION 15. LESSOR'S ACCESS.** LESSOR, its agents and designates, may examine and inspect the Premises at reasonable times. LESSEE shall permit LESSOR to enter upon the Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. LESSOR, its agents and designates, may at any reasonable time enter to show the Premises to others without creating any obligation or liability for LESSOR. In the event of an emergency, LESSOR, its agents and other representatives, may enter at any time, without notice and without the presence of LESSEE. No compensation shall be asked or claim made by LESSEE by reason of any inconvenience or annoyance arising from anything that may be done in repairing, altering, working on or protecting the Premises or building, however the necessity may arise, but this Section 15 shall not be construed as imposing any duty on LESSOR to make any repairs, alterations or additions.

**SECTION 16. LIABILITY.** LESSEE shall, and does hereby, assume all risk of loss or injury to the property or person of all persons at any time coming upon the Premises during the term of this Lease. LESSEE shall be solely responsible as between LESSOR and LESSEE for deaths or personal injuries to all persons and damage to any property, including damage by fire or other casualty, occurring in or on the Premises and arising out of the use, control, condition or occupancy of the Premises by LESSEE, except for death, personal injuries or property damage directly resulting from the sole negligence of LESSOR. LESSEE agrees to indemnify and hold harmless LESSOR from any and all liability, including but not limited to costs, expenses, damages, causes of action, claims, judgments and attorney's fees caused by or in any way arising out of any of the aforesaid matters. The provisions of this Section 16 are enforceable only to the extent permitted by Tennessee law.

**SECTION 17. INSURANCE.** LESSEE shall, during the entire term of this Lease, keep in full force and effect at its own expense the following insurance:

(a) Comprehensive General Liability Coverage. At all times during the Term of this Lease, LESSEE shall maintain in full force and effect policies of contractual and comprehensive general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$300,000.00. Such policy or policies shall name LESSOR as an additional insured thereunder. All of such insurance shall insure the performance by LESSEE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of the negligence of LESSEE. Such policy shall expressly provide that

such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies.

(b) Fire and Casualty Insurance. LESSEE further agrees that all other policies of insurance on the Premises, including, without in any way limiting the generality of the foregoing, workmen's compensation, general liability and business interruption insurance which shall be obtained by LESSEE, whether required by the provisions of this Lease or not, shall be made expressly subject to the provisions of this Section 17, and shall provide (to the extent such a waiver can be obtained) that LESSEE's insurers thereunder waive any right of subrogation against LESSOR. All such policies shall provide that the same may not be canceled or altered without thirty (30) days prior written notice to the LESSOR. The said "full insurable value" shall be determined at the time the fire and extended coverage insurance is initially taken out.

(c) Certificates of Insurance and Certified Copies of Policies and Endorsements. As of the commencement of this Lease LESSEE shall provide LESSOR with a certificate of insurance for each policy required under this Lease showing that the coverages required hereunder are in force with premiums paid and that such policies are noncancellable and may not be materially modified except upon thirty (30) days prior notice to LESSOR (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). LESSEE shall, before occupying the Premises, provide LESSOR with a certified copy of the policies of insurance required by this Lease and all endorsements thereto, which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR. LESSEE shall provide certified copies of the policies of insurance required by this Lease and all endorsements thereto when requested by LESSOR, but no less than annually during the term of this Lease.

(d) All insurance provided for in this Section 17, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Lease becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, Lessee shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Lease.

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

(f) Use of Proceeds. Any Casualty Insurance Proceeds paid under any insurance policy of the character described in Section 17(b) shall be used to pay for the cost to restore the improvements so damaged or destroyed.

(g) Blanket Insurance. Nothing in this Section 17 shall prevent LESSEE from taking out insurance of the kind and in the amounts provided for under Sections 17(a) and 17(b) under a blanket insurance policy or policies which can cover other improvements on the Premises.

**SECTION 18. DEFAULT AND ACCELERATION OF RENT.** In the event that (a) any assignment for the benefit of creditors, trust mortgage, receivership or other insolvency proceeding shall be made or instituted with respect to LESSEE or LESSEE's property or (b) LESSEE shall default in the observance or performance of any of LESSEE's covenants, agreements or obligations hereunder and such default shall not be corrected within 10 days after written notice thereof, then LESSOR shall have the right thereafter, while such default continues and without demand or further notice, to re-enter and take possession of the Premises, to declare the term of this Lease ended, and/or to remove LESSEE's effects, without being guilty of trespass or conversion, and without prejudice to any remedies which might be otherwise used for arrears of rent or other default or breach of the Lease. If LESSEE defaults in the payment of the rent, or substantial invoice from LESSOR or LESSOR's agent, and such default continues for 10 days after written notice thereof, the parties agree that nonpayment of said sums when due is a substantial breach of the Lease.

**SECTION 19. WASTE OR NUISANCE.** LESSEE shall not commit or suffer to be committed any waste upon the Premises, and LESSEE shall not use or permit the use of any medium that might constitute a nuisance.

**SECTION 20. NOTICE.** Any notice from LESSOR to LESSEE relating to the Premises or this Lease shall be deemed duly served when sent to the last address designated by notice in accordance with this section, by certified or registered mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to LESSEE. Any notice from LESSEE to LESSOR relating to the Premises or this Lease shall be deemed duly served when personally delivered, or delivered to LESSOR by certified or registered mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to LESSOR at 225 West Center Street, Kingsport, Tennessee 37660, Attention City Attorney or at LESSOR's last designated



address. No oral notice or representation shall have any force or effect. Time is of the essence in the service of any notice.

**SECTION 21. OCCUPANCY.** If LESSEE takes possession of the Premises prior to the start of the lease term, LESSEE shall perform and observe all of its covenants under this Lease from the date upon which it takes possession. If LESSEE continues to occupy, control or encumber all or any part of the Premises after the termination of this Lease without the written permission of LESSOR, LESSEE shall be liable to LESSOR for any and all loss, damages or expenses incurred by LESSOR, and all terms of this Lease shall continue to apply.

**SECTION 22. ENVIRONMENTAL MATTERS.** LESSEE hereby agrees to not store, or allow the storage, on the premises any gasoline, oil, diesel fuel or other petroleum products; additionally, LESSEE shall ensure compliance with all federal, state, and local laws, rules, regulations and ordinances which control, limit, regulate, or pertain to earth moving activities should LESSEE engage in the same. LESSEE shall be responsible for obtaining all necessary permits and/or authorizations to engage in any earth moving activities. If at any time during or after of the term of this Lease, the Premises are found to be in violation of any of the covenants set forth in this section due to acts or occurrences during the occupancy of LESSEE, or caused by LESSEE, then LESSEE shall diligently institute proper and thorough remediation procedures at LESSEE's sole cost. LESSEE agrees to indemnify and hold LESSOR harmless from all claims, demands, actions, liabilities, costs, and expenses (including LESSOR's attorney fees), damages and obligations of any nature arising from or as a result of the use of the Premises by LESSEE. The foregoing indemnification and the responsibilities of LESSEE shall survive the termination or expiration of this Lease.

**SECTION 23. SURRENDER.** On or before the termination of this Lease, LESSEE shall remove all of LESSEE's goods and effects and shall deliver to LESSOR actual and exclusive possession of the Premises, and all alterations, additions and improvements made to or upon the Premises, whether completed by LESSEE, LESSOR or others. In no case shall the Premises be deemed surrendered to LESSOR until the termination date provided herein or such other date as may be specified in a written agreement between the parties.

**SECTION 24. HOLDING OVER.** In the event LESSEE occupies the Premises after the expiration or termination of this Lease with the consent of the LESSOR, express or implied, such possession shall be considered to be a tenancy from month to month, terminable on 30 days advance written notice by either party. LESSEE shall continue to pay all charges as provided in this Lease except that the rental shall be monthly and in accordance with the amounts set out in Section 21 herein, and LESSEE shall be bound by all of the other terms and conditions of this Lease as if it was still in full force and effect.

**SECTION 25. SUCCESSORS.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties, except that LESSOR shall only be liable for obligations occurring while the owner of the Premises.

**SECTION 26. GENERAL.** The following shall apply to this Lease:

(a) The invalidity or unenforceability of any clause or provision of this Lease shall not affect or render invalid or unenforceable any other clause or provision hereof;

(b) Any action or proceeding arising out of the subject matter of this Lease shall be brought by LESSEE within one year after the cause of action has occurred and only in a state court in Kingsport, Tennessee;

(c) This Lease is made and delivered in the state of Tennessee, and shall be interpreted, construed, and enforced in accordance with the laws thereof and all legal proceedings relating to the subject matter of this Lease shall be maintained in the state courts for Kingsport, Sullivan County, Tennessee, and the parties agree that jurisdiction and venue for any such legal proceeding shall lie exclusively with such courts;

(d) This Lease is the result of negotiations between parties of equal bargaining strength, and when executed by both parties shall constitute the entire agreement between the parties, superseding all prior oral and written agreements, representations, statements and negotiations relating in any way to the subject matter herein. This Lease may not be extended or amended except by written agreement signed by both parties, or as otherwise provided herein, and no other subsequent oral or written representation shall have any effect hereon;

(e) Notwithstanding any other statements herein, LESSOR makes no warranty, express or implied, concerning the suitability of the Premises for LESSEE's intended use;

(f) LESSEE agrees that if LESSOR does not deliver possession of the Premises as herein provided for any reason, LESSOR shall not be liable for any damages to LESSEE for such failure, but LESSOR agrees to use reasonable efforts to deliver possession to LESSEE at the earliest practical date. A proportionate abatement of rent, excluding the cost of any amortized improvements to the Premises,

for such time as LESSEE may be deprived of possession of the Premises shall be LESSEE's sole remedy, except where a delay in delivery is caused in any way by LESSEE;

(g) Neither the submission of this Lease or any amendment hereof, nor the acceptance of the security deposit and/or rent shall constitute a reservation of or option for the Premises, or an offer to lease, it being expressly understood and agreed that neither this Lease nor any amendment shall bind either party in any manner whatsoever unless and until it has been executed by both parties;

(h) LESSOR nor LESSEE shall be liable for any special, incidental, indirect or consequential damages, including but not limited to lost profits or loss of business, arising out of or in any manner connected with performance or nonperformance under this Lease, even if any party has knowledge of the possibility of such damages;

(i) The headings and captioned in this Lease are for convenience only and shall not be considered part of the terms hereof;

(j) No restriction, condition or other endorsement by LESSEE on any check, nor LESSOR's deposit of any full or partial payment, shall bind LESSOR in any way or limit LESSOR's rights under this Lease;

(k) LESSEE shall conform to all rules and regulations now or hereafter made by LESSOR for parking, for the care, use or alteration of the Premises, and for the administration of this Lease, and shall not permit any employee or visitor to violate this or any other covenant or obligation of LESSEE;

(l) LESSEE's covenants under this Lease shall be independent of LESSOR's covenants, and LESSOR's failure to perform any of its covenants under this Lease, including a covenant constituting a significant inducement to LESSEE to enter into this Lease, shall not excuse the payment of rent or any other charges by LESSEE or allow LESSEE to terminate this Lease; and

(m) LESSOR and LESSEE hereby waive any and all rights to a jury trial in any proceeding in any way arising out of the subject matter of this Lease.

(n) This Lease may be executed in one or more counterparts by LESSOR and LESSEE. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

**SECTION 27. WAIVERS, ETC.** No consent or waiver, express or implied, by LESSOR to or of any breach of any covenant, condition or duty of LESSEE shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. If LESSEE is several persons, corporations, or other legal entities, or a partnership, or some combination thereof, LESSEE's obligations are joint and several. Unless repugnant to the context, "LESSOR" and "LESSEE" mean the person or persons, natural or corporate, named above as LESSOR and as LESSEE respectively, and their respective heirs, executors, administrators, successors and assigns.

**SECTION 28. TIME.** Time is of the essence in this Lease.

**SECTION 29. SURVIVAL OF TERMS.** Wherever in this Lease either LESSEE or LESSOR shall have agreed or promised to perform certain acts or otherwise where the context of this Lease would require such performance to occur after the termination or expiration of the Lease, then those agreements and covenants shall survive the termination or expiration of the Lease and continue to bind LESSEE and LESSOR.

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

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 18th day of May, 2021.

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PATRICK W. SHULL, MAYOR

ATTEST:

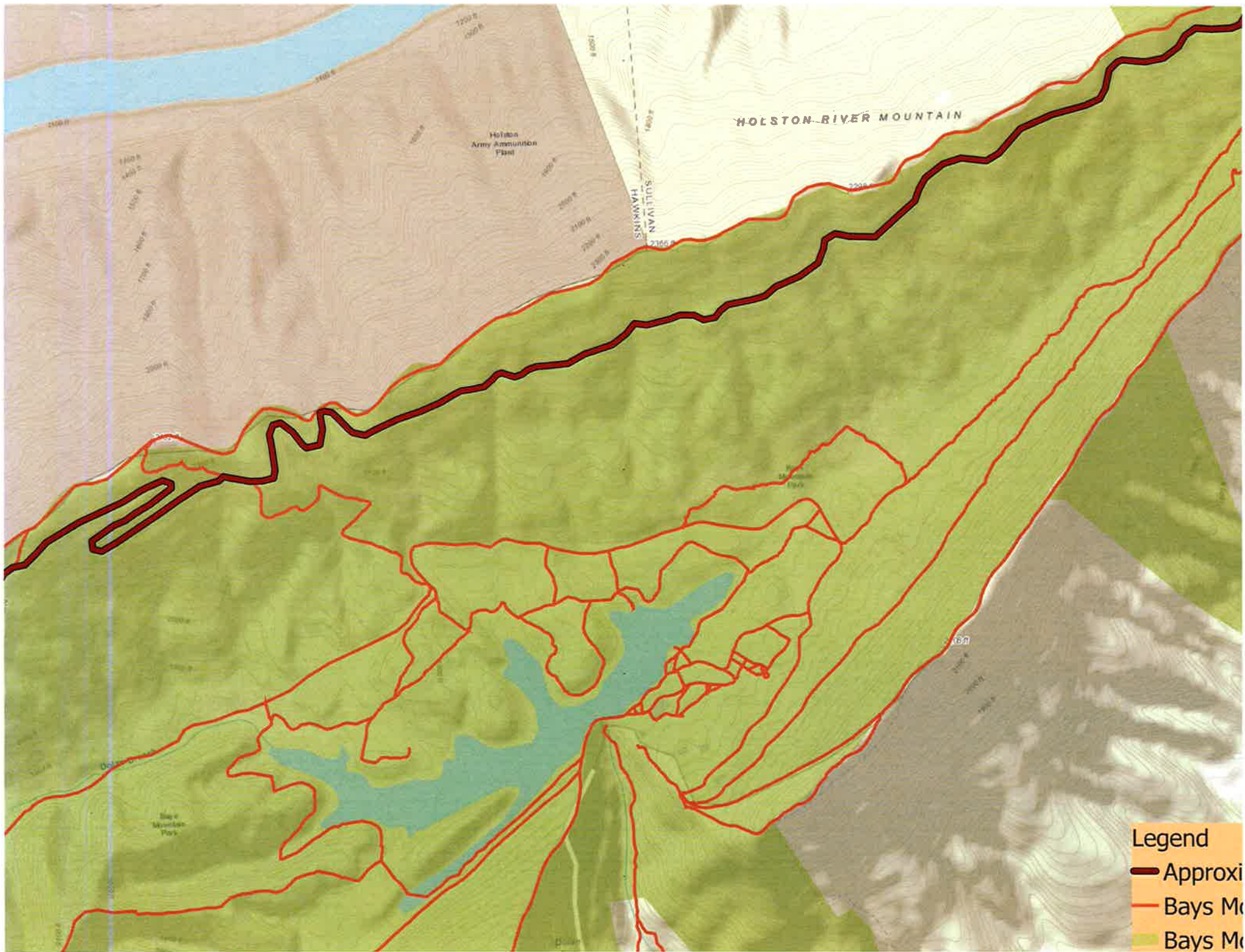
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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY





REVISED 5/17/21



## AGENDA ACTION FORM

### Sign a Release from Personal Liability for Costs Associated with Demolition of Dilapidated Property at 1110 Dorothy Street

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

Action Form No.: AF-160-2021  
 Work Session: May 17, 2021  
 First Reading: N/A

Final Adoption: May 18, 2021  
 Staff Work By: J. Michael Billingsley  
 Presentation By: Chris McCartt

#### Recommendation:

Approve the resolution

#### Executive Summary:

Mr. Robert Stuart, the former owner of 1110 Dorothy Street, has offered to pay the city \$3,137 for a full release from any liability associated with the cost to demolish a dilapidated structure at that address.

In 2017 the city demolished a dilapidated structure located at 1110 Dorothy Street. The property was owned by Robert L. Stuart at that time. Demolition costs in the amount of \$3,780.00 were incurred by the city as a result of the demolition. A lien was recorded against the property on October 18, 2017 to secure these costs. Pursuant to state law and the city code of ordinances interest has accrued since the filing of the lien in the amount of \$2,494.

As a result of tax sales in October of 2017 and March of 2020 Sullivan County acquired the property. Furthermore, these tax sales voided the lien filed by the city. Therefore, the city cannot force a sale of the property to recover the demolition costs and interest.

State law and the city code of ordinances empowers the city to pursue an action in debt against the former property owner. However, in light of the commitment of time, resources, and the costs of litigation it is recommended that the board accept the offer of \$3,137 from Mr. Stuart in exchange for a release from any further liability for the demolition costs.

#### Attachments:

1. Resolution

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

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RELEASE FROM PERSONAL LIABILITY FOR COSTS ASSOCIATED WITH DEMOLITION OF A DILAPIDATED STRUCTURE LOCATED AT 1110 DOROTHY STREET AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city demolished a dilapidated structure situated at 1110 Dorothy Street in Kingsport, the location being more particularly described as Tax Map #046J; Group E; Parcel No. 030.00; and

WHEREAS, on October 18, 2017, a lien was placed against the aforementioned property to secure demolition costs in the amount of \$3,780 and cost to record the lien of \$12.00 which were incurred by the city; and

WHEREAS, the real property was owned by Robert L. Stuart at the time of demolition; and

WHEREAS, due to unpaid property taxes the property at 1110 Dorothy Street was the subject of tax sales in October, 2017, and March, 2020, at which Sullivan County was the highest bidder; and

WHEREAS, as a result of these tax sales Mr. Stuart no longer holds any interest in the property at 110 Dorothy Street and the lien filed by the city was voided; and

WHEREAS, while state law and the city code of ordinances empower the city to pursue an action in debt to recover the demolition costs and accrued interest associated with those costs, this would require the commitment of time and resources towards litigation with no guaranteed outcome; and

WHEREAS, Mr. Stuart has offered to tender \$3,137 in exchange for a full release from any further liability for the demolition costs and interest.

Now therefore,

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

SECTION I. That the board of mayor and alderman accepts the sum of \$3,137 from Robert L. Stuart in exchange for a full release from any further liability for the costs and interest associated with the demolition of the dilapidated structure located at 1110 Dorothy Street in Kingsport.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a full release of Robert L. Stuart from the debt for the demolition of the dilapidated structure located at 1110

Dorothy Street in Kingsport, along with all other documents necessary and proper to effectuate the purpose of 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 18<sup>th</sup> day of May, 2021.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY