



## **AGENDA**

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

**Monday, November 1, 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 Betsy Cooper  
Alderman Darrell Duncan

Alderman Paul W. Montgomery  
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, City Recorder/CFO  
Dale Phipps, Police Chief  
Ken Weems, Planning Manager  
John Morris, Budget Director

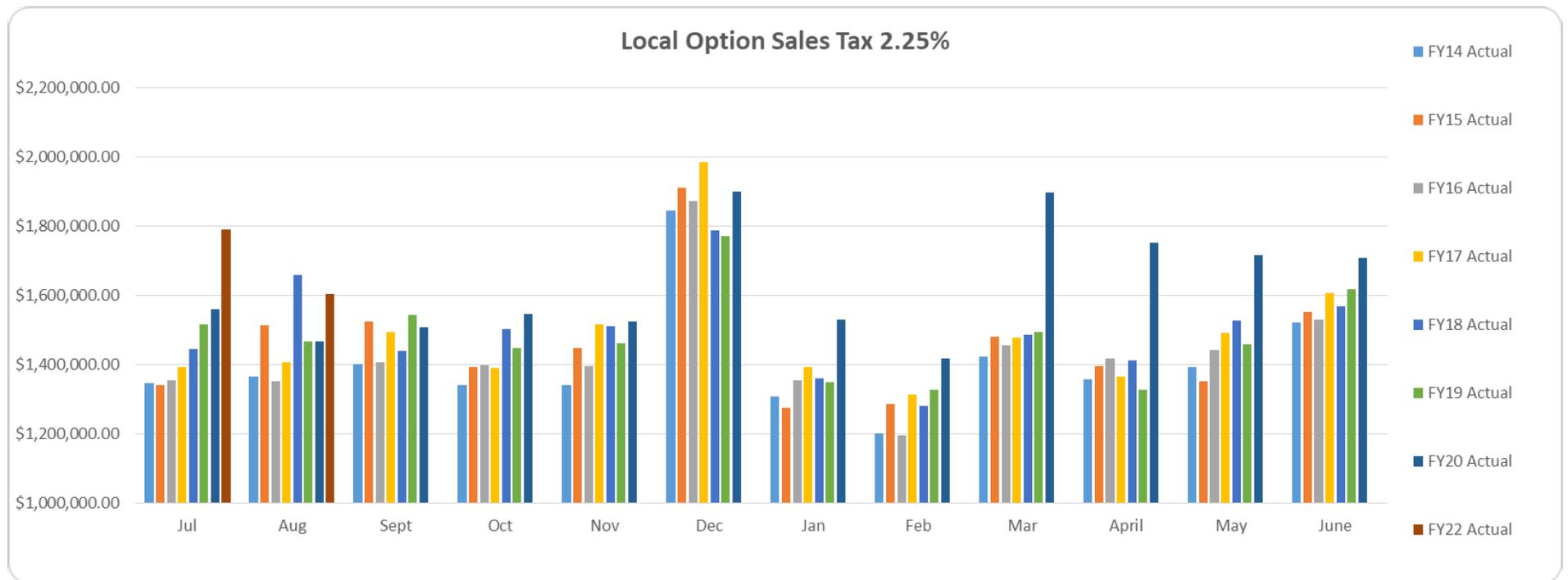
1. Call to Order
2. Roll Call
3. Census Presentation – Susan Licate and Ronald Williams
4. Neighborhood Commission Quarterly Report – Jamie Jackson
5. Review of items on November 2, 2021 Business Meeting Agenda
6. Adjourn

**Next Work Session, Monday, November 15, 2021**

## Local Option Sales Tax 2.25%

### August 2021

	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY22 Original Budget	Over/Under FY22 Budget	% Over/Under FY22 Budget	Over/Under FY21 Actual	% Over/Under FY21 Actual
<b>Jul</b>	\$1,341,027.00	\$1,354,948.00	\$1,392,147.27	\$1,444,727.00	\$1,517,710.01	\$1,560,032.54	\$1,791,460.48	\$1,570,000.00	\$221,460.48	14.11%	\$231,428	14.83%
<b>Aug</b>	\$1,513,366.00	\$1,351,703.00	\$1,408,119.00	\$1,660,189.01	\$1,466,245.00	\$1,466,134.09	\$1,605,188.64	\$1,470,000.00	\$135,188.64	9.20%	\$139,055	9.48%
<b>Sept</b>	\$1,523,474.00	\$1,407,707.00	\$1,493,952.13	\$1,440,056.00	\$1,544,461.94	\$1,508,122.79		\$1,510,000.00				
<b>Oct</b>	\$1,392,699.41	\$1,397,511.00	\$1,389,451.00	\$1,503,032.00	\$1,447,066.95	\$1,546,557.57		\$1,550,000.00				
<b>Nov</b>	\$1,446,687.00	\$1,396,643.00	\$1,515,210.00	\$1,510,894.40	\$1,462,498.00	\$1,524,485.85		\$1,530,000.00				
<b>Dec</b>	\$1,911,650.00	\$1,873,531.00	\$1,985,601.00	\$1,788,766.43	\$1,772,437.00	\$1,898,886.33		\$1,900,000.00				
<b>Jan</b>	\$1,274,292.00	\$1,353,575.00	\$1,392,917.00	\$1,358,902.17	\$1,348,872.00	\$1,530,774.86		\$1,420,000.00				
<b>Feb</b>	\$1,287,536.00	\$1,194,890.00	\$1,312,713.00	\$1,280,154.07	\$1,326,133.00	\$1,416,746.27		\$1,380,000.00				
<b>Mar</b>	\$1,481,645.00	\$1,457,518.00	\$1,477,699.00	\$1,484,980.00	\$1,493,996.00	\$1,898,355.80		\$1,590,000.00				
<b>April</b>	\$1,396,651.00	\$1,416,452.12	\$1,366,099.00	\$1,412,517.03	\$1,327,489.66	\$1,750,965.28		\$1,530,000.00				
<b>May</b>	\$1,353,162.00	\$1,442,889.68	\$1,492,028.00	\$1,527,469.00	\$1,460,028.68	\$1,715,204.91		\$1,590,000.00				
<b>June</b>	\$1,552,713.00	\$1,529,681.13	\$1,608,149.00	\$1,571,086.24	\$1,617,153.10	\$1,707,660.22		\$1,660,000.00				
<b>Total</b>	<b>\$17,474,902.41</b>	<b>\$17,177,048.93</b>	<b>\$17,834,085.40</b>	<b>\$17,982,773.35</b>	<b>\$17,784,091.34</b>	<b>\$19,523,926.50</b>		<b>\$18,700,000.00</b>	<b>\$356,649.12</b>	<b>11.65%</b>	<b>\$370,482</b>	<b>12.16%</b>



# City of Kingsport

November 2, 2021

## Project Status in Pictures

### 1 Legacy Trail

Trail work continues, mostly grading, in the vicinity of the Fire Tower trail.

### 3 Cement Hill

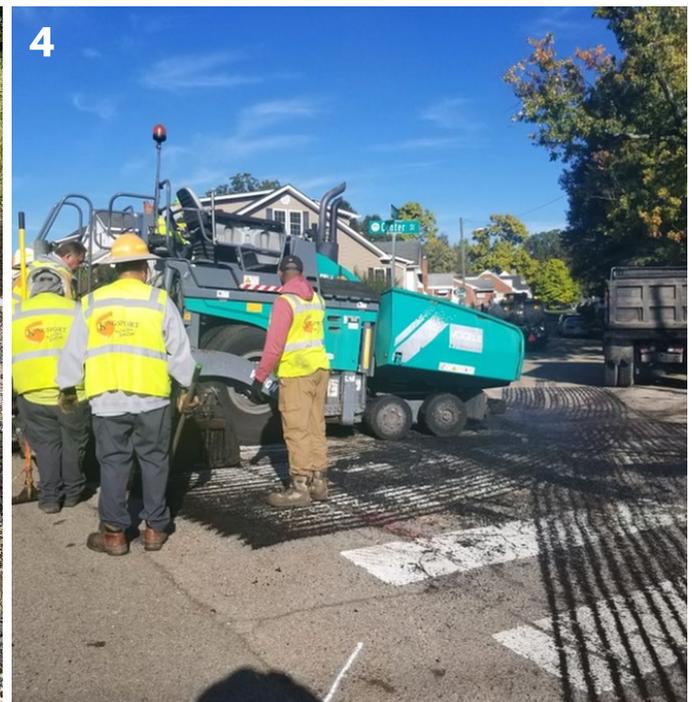
The herd of goats on Cement Hill has been doing a great job clearing the hillside so far!

### 2 New Skate Park

Grading is complete and the features are starting to take shape, with the specialty park designers coming in soon.

### 4 In-House Paving

City paving crew is wrapping up their paving season, with the pictured work occurring on Valley Street.



# 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) [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	Consultant is working on Final Construction Plans comments received from TDOT.
\$4,000,000.00	Michael Thompson	<b>Brickyard Park Bicycle-Pedestrian Bridge</b>	Bicycle-Pedestrian bridge over the CSX Railroad at Centennial Park connecting downtown Kingsport to the Brickyard Park Development. Design funded 80% Fed./ 20% Local via STB Grant and Construction is funded 75% Fed./ 25% Local via TA Grant.	12/31/2024	TDOT has issued work order to design consultant and the NEPA phase has begun.
\$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	Received comments back from TDOT regarding NEPA document submittal. Consultant will begin making revisions and providing additional information for resubmittal.
\$3,000,000.00	Chad Austin	<b>Water Meter Replacement</b>	Replacement and upgrade of water meters. Meters were installed around 2009 and the batteries are now beginning to fail. The new meters will allow us to take readings over the air, upgrading our drive by reading system.	3/31/2022	Proposals for installation by a contractor were recently opened. They will soon be under contract to install up to 12,000 meters.
\$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	11/1/2022	NTP for Design received 9/21/21.
\$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.
\$1,866,441.00	Kitty Frazier	<b>Scott Adams Memorial Skatepark</b>	Construction of new skatepark at Brickyard Park.	3/31/2022	The mass grading is nearly complete. Current work includes utility installation.
\$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	TDOT has approved the CE document.
\$1,041,845.18	Ryan McReynolds	<b>2021 Area 35A Paving</b>	Paving a portion of the Eastern Star Area to the east of I-26. This work is paving roadways that have been impacted by water and sewer work due to Border Regions Annexation plan of service requirements.	10/30/2021	Contractor started milling Alpine Trail and Breckenridge Trace on 10/12. Be moving to Eastern Star Road (industrial park) next.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$850,000.00	Chad Austin	<b>ETSU @ Valleybrook Farm sewer extension</b>	Approximately 5,000 ft extension of sewer to Valleybrook Farm facility owned by ETSU. Project is funded through grant from Appalachian Regional Commission and Washington County.	12/31/2022	Plans have been produced. Engineering is working with Legal to purchase easements for extension.
\$800,000.00	Chad Austin	<b>Washington Co Water Task Force - waterline extension</b>	Washington County is funding waterline extensions throughout their county. This project will provide upgraded or new service to residents along Double Springs Rd, Deakins Rd, and Hunt Rd, all in the Fall Branch area.	8/31/2022	Survey is underway for all areas.
\$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
\$210,000.00	Randy Salyer	<b>Riverfront Park Pedestrian Swinging Bridge Improvements</b>	Structural improvements to the swinging bridge at Riverfront Park.	1/31/2022	Additional funding has been secured. Project will be readvertised for bids in early November.
\$60,000.00		<b>Traffic Signal Shed</b>	Shed for signal materials	4/30/2022	Currently working on project quotes.
	Chris Campbell	<b>KATS Maintenance Facility Phase 2</b>	Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded)		Architect finalizing plans and specs.
	Kitty Frazier	<b>Riverview Park/VOD - Pickleball Courts: Phase 2</b>	This phase will include the addition of two new courts, fencing improvements and ADA accessibility.		Bid opening scheduled for October 27.
	Kitty Frazier	<b>Bike Park at Brickyard</b>	New Bike Park in the vicinity of the new Skate Park.		General schematics for site layout are being discussed in relation to the skatepark. Next step is to hire professional design services for final design, permits and construction document developments
	Kitty Frazier	<b>Project Diabetes - Phase 3</b>	Phase 3 of the Diabetes grant will provide a pickleball court and a half-court basketball court at the Lynn View Community Center.		Phase 3 of the Diabetes grant will provide a pickleball court and a half-court basketball court at the Lynn View Community Center. This grant project is at 80% design phase.
	Kitty Frazier	<b>Riverbend Park - Phase 1</b>	New park at the Riverbend area.		Riverbend Park Phase 1 design development and environmental review is in progress. Environmental permitting is anticipated to take place through the rest of 2021, with final design and construction drawings to occur afterwards.
	Michael Borders	<b>Bays Mountain Park Amphitheater</b>	Construction of new amphitheater at Bays Mountain		Designs are complete. Project is estimated to bid Winter 2022. BMP staff are working on alterations to animal habitats.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
	Michael Borders	<b>MeadowView Roof Replacement</b>	Partial Re-Roofing of the MeadowView Conference Resort & Convention Center		Preparing bid and coordinating with Eastman. Will bid project once bond money is available and coordination completed.
	Rob Cole	<b>Bays Mountain Heritage/Legacy Trail (50th Anniversary)</b>	Construction of new mountain bike/hiking trail at Bays Mountain Park.	11/30/2021	About 1 mile of the trail has now been created. Project construction continues to move forward depending on the weather. So far, no impact has been noted from weather.

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## **AGENDA**

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

#### **BUSINESS MEETING**

**Tuesday, November 2, 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 Betsy Cooper  
Alderman Darrell Duncan

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

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Jessica Harmon, Assistant to City Manager  
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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 – Pastor Amy Sumrall, Kingsley United Methodist Church**

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

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

1. Greenbelt Award – Alderman Duncan

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

None

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

1. Work Session – October 18, 2021
2. Business Meeting – October 19, 2021

## VI. COMMUNITY INTEREST ITEMS

### A. PUBLIC HEARINGS

None

### COMMENT

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

### B. BUSINESS MATTERS REQUIRING FIRST READING

1. Appropriate \$25,907.00 from the Department of Justice, Office of Justice Program's FY '21 Edward Byrne Memorial Justice Assistance Grant Program (AF:302-2021) (Dale Phipps)
  - Ordinance – First Reading
2. Appropriate \$8,450.00 from the USDOJ/Office of Justice Programs, FY '21 Bulletproof Vest Partnership Funding (AF303-2021) (Dale Phipps)
  - Ordinance – First Reading
3. ~~Changing the Date of Municipal Elections to Coincide with the August General Election and Extending the Terms of Office (AF:312-2021) (Mayor Shull)~~
  - ~~• Ordinance – First Reading~~
4. Amending Code Section 98-530 Relating to Impounding Vehicles (AF:311-2021) (Chris McCartt)
  - Ordinance – First Reading
5. Budget Adjustment Ordinance for the General Project Fund and General Projects-Special Revenue Fund in FY22 (AF:314-2021) (Chris McCartt)
  - Ordinance – First Reading

Removed  
11/2/2021

### C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Budget Ordinance and Agreement with TDOT for SR-36 Multi-Modal from Green Hills Drive to Lebanon Road (AF:299-2021) (Ryan McReynolds)
  - Ordinance – Second Reading and Final Adoption
2. Budget Adjustment Ordinance for General Project Fund and General Projects-Special Revenue Fund in FY22 (AF:298-2021) (Chris McCartt)
  - Ordinance – Second Reading and Final Adoption
3. Budget Adjustment Ordinance for Various Project Funds in FY22 (AF:300-2021) (Chris McCartt)
  - Ordinance – Second Reading and Final Adoption

4. Enter into a Materials Agreement with The Edinburgh Group, LLC, Related to the Evarts Valley Development and an Ordinance to Appropriate the Funds (AF:301-2021) (Michael Thompson)
  - Ordinance – Second Reading and Final Adoption

**D. OTHER BUSINESS**

1. Award Shelving Purchase for New Archives Utilizing Sourcewell Purchasing Agreement (AF:306-2021) (Michael Borders)
  - Resolution
2. Accept a Donation of Ereaders for the Library (AF:307-2021) (Michael Borders)
  - Resolution
3. Award Furniture Purchase for New Fire Training Ground Facility Utilizing Sourcewell Cooperative Purchasing Agreement (AF:308-2021) (Scott Boyd)
  - Resolution
4. Authorize the Mayor to Execute Various Subrecipient Agreements (AF:305-2021) (Jessica McMurray)
  - Resolution
5. Request to Purchase Permanent Easement from Tennessee Valley Authority for Sewer Lift Station Replacement (AF:313-2021) (Ryan McReynolds)
  - Resolution
6. Enter Into a Contract for the Purchase of Software from CivicPlus Pursuant to the U.S. General Services Administration Cooperative Purchasing Program (AF:304-2021) (Michael Borders)
  - 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 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**

None

**VIII. COMMUNICATIONS**

- A. City Manager
  - Materials Agreement for West Gate Phase 3
- B. Mayor and Board Members
- C. Visitors

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

**IX. ADJOURN**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, October 18, 2021, 4:30 PM  
City Hall, Boardroom, 415 Broad Street

PRESENT: Board of Mayor and Aldermen  
Mayor Patrick W. Shull, Presiding  
Vice-Mayor Colette George  
Alderman Betsy Cooper  
Alderman Darrell Duncan  
Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

City Administration

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Michael Borders, Assistant City Manager  
Mike Billingsley, City Attorney  
Bart Rowlett, Assistant City Attorney  
Lisa Winkle, City Recorder/Treasurer  
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  
John Burkholder, Risk 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:** City Recorder Winkle.
3. **LIBRARY UPDATE.** Library Manager Chris Markley gave a presentation on this item, highlighting programs, services and the move of archives to the new city hall building. She discussed a new software being utilized that can track library card usage across the city to allow for better marketing purposes. She confirmed for Vice-Mayor George that the majority of cardholders were city residents but they do serve a 50 mile radius with many Sullivan County users. She also stated 44% of their checkout materials is digital, with the remainder being traditional books. She answered questions and there was some discussion.
4. **REVIEW OF AGENDA ITEMS ON THE OCTOBER 19, 2021 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday October 18, 2021**

**VI.B.2 Budget Adjustment Ordinance for General Project Fund and General Projects-Special Revenue Fund in FY22 (AF: 298-2021).** City Manager McCartt presented this item and provided details on the budget process for the past fiscal year and where the city is currently. City Recorder/Treasurer Winkle discussed the American Rescue Plan Act and the impact this has had on funding. Deputy City Manager McReynolds provided further details on utilities. Mr. McCartt talked about how the current project list was decided upon and hopeful for picking up other projects in the future that had to be sidelined. Alderman Phillips requested more exposure for the greenbelt and possible usage for road races. There was considerable discussion on this item.

**5. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:02 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, October 19, 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 Betsy Cooper  
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City Administration

Chris McCartt, City Manager  
J. Michael Billingsley, City Attorney  
Lisa Winkle, Treasurer/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:** Budget Director John Morris.
- II.B. INVOCATION:** Ron Randolph, Youth Pastor, Colonial Heights Christian Church.
- III.A. ROLL CALL:** By City Recorder Winkle. All Present.
- IV.A. RECOGNITIONS AND PRESENTATIONS.**
1. Domestic Violence Awareness Proclamation – Alderman Duncan
  2. Community Planning Month Proclamation – Mayor Shull
- IV.B. APPOINTMENTS/REAPPOINTMENTS.** None.
- V. APPROVAL OF MINUTES.**

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

- A. September 27, 2021 Regular Work Session
- B. September 28, 2021 Regular Business Meeting

Approved: All present voting “aye.”

**VI. COMMUNITY INTEREST ITEMS.**

- A. PUBLIC HEARINGS.** None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, October 19, 2021**

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

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

**1. Budget Ordinance and Agreement with TDOT for SR-36 Multi-Modal from Green Hills Drive to Lebanon Road (AF: 299-2021) (Ryan McReynolds).**

Motion/Second: George/Phillips, to pass:

**Resolution No. 2022-076**, A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE BICYCLES AND PEDESTRIAN FACILITIES: MULTI-MODAL ON SR-36 FROM GREEN HILLS DRIVE TO LEBANON ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

Motion/Second: George/Duncan, to pass:

AN ORDINANCE TO AMEND GENERAL PROJECT FUND, GENERAL PROJECTS-SPECIAL REVENUE FUND, AND GENERAL FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Budget Adjustment Ordinance for General Project Fund and General Projects-Special Revenue Fund in FY22 (AF: 298-2021) (Chris McCartt).**

Motion/Second: Montgomery/Olterman, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND AND GENERAL PROJECTS-SPECIAL REVENUE FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Budget Adjustment Ordinance for Various Project Funds in FY22 (AF: 300-2021) (Chris McCartt).**

Motion/Second: George/Montgomery, to pass:

AN ORDINANCE TO AMEND VARIOUS PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**4. Materials Agreement with The Edinburgh Group, LLC, Related to the Evarts Valley Development and an Ordinance to Appropriate the Funds (AF: 301-2021) (Michael Thompson).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 19, 2021**

Motion/Second: Olterman/Phillips, to pass:

**Resolution No. 2022-077**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH THE EDINBURGH GROUP, LLC RELATED TO THE EVARTS VALLEY DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye” except for Alderman Cooper who abstained.

Motion/Second: Duncan/Montgomery, to pass:

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE EVARTS VALLEY MATERIALS AGREEMENT PROJECTS (WA2253 AND SW2253); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye” except for Alderman Cooper who abstained.

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

**1. Addition of Secretarial Position for the Building Division** (AF: 289-2021) (Ryan McReynolds).

Motion/Second: Phillips/George, to pass:

**ORDINANCE NO. 6970**, AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY ADDING A SECRETARY POSITION IN THE BUILDING DIVISION FOR THE FISCAL YEAR ENDING JUNE 30, 2022; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**D. OTHER BUSINESS.**

**1. Approve Change Order No. 1 for DBHS Cooling Tower Replacement Project** (AF: 231-2021) (David Frye).

Motion/Second: Duncan/Cooper, to pass:

**Resolution No. 2022-078**, A RESOLUTION APPROVING CHANGE ORDER #1 TO THE AGREEMENT WITH S.B. WHITE CO, INC. FOR THE DOBYNS-BENNETT HIGH SCHOOL COOLING TOWER REPLACEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting “aye.”

**2. Agreement with Sevier County Schools for Cooperative Purchasing** (AF: 292-2021) (David Frye)

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 19, 2021**

Motion/Second: George/Cooper, to pass:

**Resolution No. 2022-079**, A RESOLUTION APPROVING AN AGREEMENT WITH SEVIER COUNTY SCHOOLS FOR COOPERATIVE PURCHASING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT  
Passed: All present voting “aye.”

**3. Purchase of 110 Boxlights from Central Technologies, Inc.**  
(AF: 293-2021) (David Frye).

Motion/Second: Montgomery/Olterman, to pass:

**Resolution No. 2022-080**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR 110 BOXLIGHTS FROM CENTRAL TECHNOLOGIES, INC., FOR THE KINGSPORT CITY SCHOOL SYSTEM  
Passed: All present voting “aye.”

**4. Award Purchase for Two (2) Kubota Tractors Utilizing Sourcewell Cooperative Purchasing Agreement** (AF: 295-2021) (Ryan McReynolds/Steven Leonard).

Motion/Second: George/Cooper, to pass:

**Resolution No. 2022-081**, RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO SOURCEWELL COOPERATIVE PURCHASING FOR TWO KUBOTA TRACTORS  
Passed in a roll call vote: Cooper, Duncan, George, Montgomery Olterman, Phillips and Shull voting “aye.”

**5. Award Purchase for Two (2) Fire Pumper Apparatus Utilizing Sourcewell Cooperative Purchasing Agreement** (AF: 296-2021) (Scott Boyd/Steven Leonard).

Motion/Second: Montgomery/Duncan, to pass:

**Resolution No. 2022-082**, RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO SOURCEWELL COOPERATIVE PURCHASING FOR TWO FIRE PUMPER APPARATUS  
Passed in a roll call vote: Cooper, Duncan, George, Montgomery Olterman, Phillips and Shull voting “aye.”

**6. Agreement with TDOT and Sign All Applicable Documents for the State Route 93 - Morgan Lane to South of Baileyton Road Relocation** (AF: 297-2021) (Ryan McReynolds/Chad Austin).

Motion/Second: George/Montgomery, to pass:

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, October 19, 2021**

**Resolution No. 2022-083**, A RESOLUTION APPROVING AN UTILITY RELOCATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

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

**7. Amendment to Contract between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC) (AF: 294-2021) (Ryan McReynolds).**

Motion/Second: George/Cooper, to pass:

**Resolution No. 2022-084**, A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT IN LIEU OF PERFORMANCE BOND WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION INCREASING THE AMOUNT OF FINANCIAL ASSURANCE FOR THE LANDFILL; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT OR THIS RESOLUTION

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

**8. Extend Current Temporary Employment Services Agreement: (AF: 282-2021) (Tonya Fletcher).**

Motion/Second: Duncan/Phillips, to pass:

**Resolution No. 2022-085**, A RESOLUTION RENEWING THE AGREEMENT FOR TEMPORARY EMPLOYMENT SERVICES WITH ACCUFORCE AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**VII. CONSENT AGENDA.** None.

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. McCartt provided details on Item VIII.D and the need to be spread across the minutes. He stated Human Resources George DeCroes was retiring next week and wished him the best. Lastly, he thanked the BMA for their support on the budget item and further stated his appreciation for John Morris and Lisa Winkle for their work.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, October 19, 2021**

**B. MAYOR AND BOARD MEMBERS.** Alderman Duncan commented on the difference the Sullivan Street paving project has made. He mentioned several upcoming events, including a movie at Bays Mountain, Halloween shows at Lamplight Theatre and the DKA's Trick or Treat on the Street. Lastly Mr. Duncan stated there was an upcoming clean up event on Holston Drive, noting 18 tons of trash has been picked up in the seven previous outings. There was some discussion on whether Halloween events would be recognized on Saturday, October 30 or Sunday, October 31. Alderman Cooper stated her appreciation for the city manager and staff for constantly being able to adapt what is going on. She also discussed library events and services and encouraged citizens to participate. Alderman Montgomery reminded everyone the United Way campaign was underway and encouraged giving. He also thanked George DeCroes for his service. Alderman Phillips echoed sentiments to Mr. DeCroes and stated his family would be participating on both nights for Halloween. He also commented on library events and commended Planning Manager Ken Weems and his teams. Alderman Olterman commented on upcoming high school football games. Vice-Mayor George discussed a Doberman event at Meadowview, noting the attendees were very complimentary and appreciative towards Kingsport and its residents. She commented on the goats on Cement Hill and thanked the city manager and staff for their work getting the CARES money. Mayor Shull congratulated George DeCroes and asked Alderman Duncan the status on moving the Miss Tennessee pageant to Kingsport. He confirmed they are still working on it but it looks positive. Lastly the mayor commented on people dumping items on Granby Road and encouraged citizens to do better.

**C. VISITORS.** None.

**D. CONTRACTING EMERGENCY REPAIRS TO WATER MAIN** (Ryan McReynolds).

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:20 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



AGENDA ACTION FORM

**Appropriate \$25,907.00 from the Department of Justice, Office of Justice Program's FY '21 Edward Byrne Memorial Justice Assistance Grant Program**

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

Action Form No.: AF-302-2021  
Work Session: November 1, 2021  
First Reading: November 2, 2021

Final Adoption: November 16, 2021  
Staff Work By: Capt. Randall Gore  
Presentation By: D. Phipps

**Recommendation:**

Approve the Budget Ordinance

**Executive Summary:**

On June 15, 2021 via AF-181-2021, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a grant from the Department of Justice FY '21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. We have been notified that we were approved for \$25,907.00 in grant funds for the upcoming fiscal year. The grant will be utilized to purchase equipment and/or technology improvements, specifically a ThermoFisher Scientific TruNarc Handheld Narcotics Analyzer.

There are no matching fund requirements.

**Attachments:**

- 1. Budget 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: *aw*

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE JUSTICE ASSISTANT GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Justice Assistant Grant Fund budget be amended by appropriating grant funds received from the Department of Justice Edward Byrne Memorial Justice Assistance Program (JAG) in the amount of \$25,907 to the Justice Assist/Technology project (JG2200) to purchase equipment and/or technology improvements. No matching funds are required.

**Fund 134: Justice Assist Grant Fund**  
**Justice Assist/Technology (JG2200)**

<u>Revenues:</u>	\$	\$	\$
134-0000-331.45-37 BUREAU OF JUSTICE / JAG	0	25,907	25,907
<b>Totals:</b>	<b>0</b>	<b>25,907</b>	<b>25,907</b>
<u>Expenditures:</u>			
134-3030-443.90-06 PURCHASES \$5,000 & OVER	0	25,907	25,907
<b>Totals:</b>	<b>0</b>	<b>25,907</b>	<b>25,907</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.

\_\_\_\_\_  
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

**Appropriate \$8,450.00 from the USDOJ/Office of Justice Programs, FY '21 Bulletproof Vest Partnership Funding**

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

Action Form No.: AF-303-2021  
Work Session: November 1, 2021  
First Reading: November 2, 2021

Final Adoption: November 16, 2021  
Staff Work By: Capt. Randall Gore  
Presentation By: D. Phipps

**Recommendation:**

Approve the Budget Ordinance

**Executive Summary:**

On May 18, 2021 via AF-148-2021, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US Department of Justice Grant for funding of bulletproof vests. We have been notified that we were approved for \$8,450.00 in reimbursements for vest expenditures. A fifty percent match is required and the match is provided from the police department operating budget.

**Attachments:**

- 1. Budget Ordinance

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: *cm*

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

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE US DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2022; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the Department of Justice/Bureau of Justice Assistance Bulletproof Vest Partnership to the Bullet Proof Vest project (NC2232) in the amount of \$8,450 and requires a 50% local match of \$8,450 which is provided for in the Police Department operating budget.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 111: General Project-Special Revenue</u></b>			
<b><u>Bullet Proof Vest Project (NC2232)</u></b>			
<b><u>Revenues:</u></b>			
111-0000-331.38-00 U.S. Dept. of Justice	\$ 0	\$ 8,450	\$ 8,450
111-0000-391.01-00 From General Fund	0	8,450	8,450
<b>Totals:</b>	<b>0</b>	<b>16,900</b>	<b>16,900</b>
<b><u>Expenditures:</u></b>			
111-3020-442.30-20 Operating Supplies & Tools	0	16,900	16,900
<b>Totals:</b>	<b>0</b>	<b>16,900</b>	<b>16,900</b>
<b><u>Fund 110: General Fund</u></b>			
<b><u>Expenditures:</u></b>			
110-3030-443.30-25 Safety Supplies	10,000	(8,450)	1,550
110-4804-481.70-35 General Proj-Spec Rev	4,464,450	8,450	4,472,900
<b>Totals:</b>	<b>4,474,450</b>	<b>0</b>	<b>4,474,450</b>

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

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

ATTEST:

\_\_\_\_\_  
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

**Amending Code Section 98-530 Relating to Impounding Vehicles**

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

Action Form No.: AF-311-2021  
Work Session: November 1, 2021  
First Reading: November 2, 2021  
Final Adoption: November 16, 2021  
Staff Work By: Committee  
Presentation By: Chris McCart

**Recommendation:**  
Approve the Ordinance

**Executive Summary:**  
Recently, staff assessed some issues relative to parking in downtown parking facilities. As part of that process pertinent provisions of the code of ordinances were reviewed.

Article IX of Chapter 98 of the Code of Ordinances authorizes the police department to impound vehicles defined as "abandoned" under specified conditions. One of the specified conditions under current code section 98-530 is met if the vehicle "Is over four (4) years old and is left unattended on public property for more than 10 days."

Following a detailed discussion staff agreed the age of a vehicle was not pertinent to how long the vehicle should be permitted to remain on public property.

As a result staff recommends the board approve the Ordinance amending section 98-530 which removes the age requirement.

- Attachments:**
- 1. Ordinance
  - 2. Tracked Changes of Ordinance

Funding source appropriate and funds are available: **N/A**

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: **N/A**

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

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

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 98-530 RELATING TO TRAFFIC AND VEHICLES- IMPOUNDMENT OF VEHICLES; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 98-530 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

**Sec. 98-530. - Definitions.**

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

*Abandoned motor vehicle* means a motor vehicle that:

- (1) Is left unattended on public property for more than ten days;
- (2) Is in an obvious state of disrepair and is left unattended on public property for more than three days;
- (3) Has remained illegally on public property for a period of more than 48 hours;
- (4) Has remained on private property without the consent of the owner or person in control of the property for more than 48 hours; or
- (5) Has been stored, parked or left in a garage, trailer park, or any type of storage or parking lot for more than 30 consecutive days.

*Impoundment* means the immobilization in place by the use of a device or mechanism or the removal of a vehicle to a storage facility by an officer or authorized agent of the police department or by a contractor for towing and storage in response to a request from an officer or authorized agent of the police department.

*Motor vehicle* or *vehicle* means any self-propelled motor-driven vehicle of the type and kind required to be registered and titled in accordance with T.C.A. § 55-1-101 et seq., or part of a motor vehicle, any house trailer, trailer, semitrailer, or combination or part thereof, any mobile home, as defined in T.C.A. § 55-1-105, or part thereof, and any manufactured home, recreational vehicle, camping trailer, motor home, travel trailer or truck camper, as defined in T.C.A. § 68-126-202, or part thereof.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

Sec. 98-530. - Definitions.

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

*Abandoned motor vehicle* means a motor vehicle that:

- (1) ~~Is over four years old and is~~ left unattended on public property for more than ten days;
- (2) Is in an obvious state of disrepair and is left unattended on public property for more than three days;
- (3) Has remained illegally on public property for a period of more than 48 hours;
- (4) Has remained on private property without the consent of the owner or person in control of the property for more than 48 hours; or
- (5) Has been stored, parked or left in a garage, trailer park, or any type of storage or parking lot for more than 30 consecutive days.

*Impoundment* means the immobilization in place by the use of a device or mechanism or the removal of a vehicle to a storage facility by an officer or authorized agent of the police department or by a contractor for towing and storage in response to a request from an officer or authorized agent of the police department.

*Motor vehicle* or *vehicle* means any self-propelled motor-driven vehicle of the type and kind required to be registered and titled in accordance with T.C.A. § 55-1-101 et seq., or part of a motor vehicle, any house trailer, trailer, semitrailer, or combination or part thereof, any mobile home, as defined in T.C.A. § 55-1-105, or part thereof, and any manufactured home, recreational vehicle, camping trailer, motor home, travel trailer or truck camper, as defined in T.C.A. § 68-126-202, or part thereof.

(Code 1981, § 14-386; Code 1998, § 102-581; Ord. No. 5075, § I, 12-3-2002)



AGENDA ACTION FORM

**Budget Adjustment Ordinance for the General Project Fund and General Projects-Special Revenue Fund in FY22**

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

Action Form No.: AF-314-2021  
Work Session: November 1, 2021  
First Reading: November 2, 2021

Final Adoption: November 16, 2021  
Staff Work By: John Morris  
Presentation By: C. McCartt

**Recommendation:**

Approve the Ordinance

**Executive Summary:**

The General Project Fund is being amended to cover the cost of two bike racks along the Greenbelt by increasing the General Fund contribution for the Greenbelt Improvements project (GP1815) by \$3,000.00 and by accepting donations from the Friends of the Kingsport Public Library to the Library Improvements project (GP1908) in the amount of \$25,525.00.

The General Project Special Revenue Fund budget is being amended by transferring \$132,000.00 from the TN Highway Safety Office project (NC2204) to the Police Training/Equipment project (NC2214).

**Attachments:**

- 1. Ordinance

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

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

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

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND  
AND GENERAL PROJECTS-SPECIAL REVENUE FUND  
BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND, TO  
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund be amended by increasing the General Fund contribution to the Greenbelt Improvements project (GP1815) by \$3,000 and by accepting donations from the Friends of the Kingsport Public Library to the Library Improvements project (GP1908) in the amount of \$25,525.

SECTION II. That the General Project Special Revenue Fund budget be amended by transferring \$132,000 from the TN Highway Safety Office project (NC2204) to the Police Training/Equipment project (NC2214).

**Account Number/Description:**

**General Project Fund: 311**

**Greenbelt Improvements (GP1815)**

<b><u>Revenues:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-364.30-00 From Non-Profit Groups	600	0	600
311-0000-368.10-55 Series 2017 A GO Pub Imp	48,445	0	48,445
311-0000-368.21-01 Premium From Bond Sale	2,214	0	2,214
311-0000-391.01-00 From General Fund	16,775	3,000	19,775
<b>Totals:</b>	<b>68,034</b>	<b>3,000</b>	<b>71,034</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	0	2,555	2,555
311-0000-601.30-20 Operating Supplies & Tool	75	260	335
311-0000-601.40-41 Bond Sale Expense	659	0	659
311-0000-601.90-03 Improvements	67,300	185	67,485
<b>Totals:</b>	<b>68,034</b>	<b>3,000</b>	<b>71,034</b>

**Library Improvements (GP1908)**

<b><u>Revenues:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-364.10-00 Individuals	0	25,525	25,525
311-0000-368.10-54 Series 2016 GO (Nov 4)	17,106	0	17,106
311-0000-368.10-56 GO Bonds Series 2018 A	135,853	0	135,853
311-0000-368.21-01	5,043	0	5,043
<b>Totals:</b>	<b>158,002</b>	<b>25,525</b>	<b>183,527</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.40-41 Premium from Bond Sale	3,153	0	3,153
311-0000-601.90-03 Improvements	154,849	25,525	180,374
<b>Totals:</b>	<b>158,002</b>	<b>25,525</b>	<b>183,527</b>

**Account Number/Description:**

**Fund 110: General Fund**

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-4804-481.70-36 To General Project Fund	200,000	3,000	203,000
110-4810-481.20-56 Repair & Maint-Vehicles	45,709	(3,000)	42,709
<b>Total:</b>	<b>245,709</b>	<b>0</b>	<b>245,709</b>

**Account Number/Description:**

**Fund 111: General Proj- Special Rev Fund**

**TN Highway Safety Office (NC2204)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-337.60-10 Homeland Security	44,000	0	44,000
111-0000-391.01-00 From General Fund	132,000	(132,000)	0
<b>Total:</b>	<b>176,000</b>	<b>132,000</b>	<b>44,000</b>

**Expenditures:**

111-0000-601.10-11 Overtime	30,000	0	30,000
111-0000-601.10-20 Social Security	3,520	0	3,520
111-0000-601.10-30 Health Insurance	535	0	535
111-0000-601.10-41 TCRS Retirement	7,200	0	7,200
111-0000-601.10-43 ICMA/Retirement	2,135	0	2,135
111-0000-601.10-50 Life Insurance	130	0	130
111-0000-601.10-52 Long Term Disability	80	0	80
111-0000-601.10-60 Workmen's Comp	270	0	270
111-0000-601.10-61 Unemployment Ins.	130	0	130
111-0000-601.90-04 Equipment	132,000	(132,000)	0
<b>Total:</b>	<b>176,000</b>	<b>(132,000)</b>	<b>44,000</b>

**Police Training/Equipment (NC2214)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	0	132,000	132,000
111-0000-331.95-00 American Rescue Plan Act	104,900	0	104,900
<b>Total:</b>	<b>104,900</b>	<b>132,000</b>	<b>236,900</b>

**Expenditures:**

111-0000-601.20-45 Training	34,000	0	34,000
111-0000-601.30-29 Clothing & Uniforms	26,000	0	26,000
111-0000-601.90-04 Equipment	44,900	132,000	176,900
<b>Total:</b>	<b>104,900</b>	<b>132,000</b>	<b>236,900</b>

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

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

ATTEST:

\_\_\_\_\_  
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

**Budget Ordinance and Agreement with TDOT for SR-36 Multi-Modal from Green Hills Drive to Lebanon Road**

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

Action Form No.: AF-299-2021  
Work Session: October 18, 2021  
First Reading: October 19, 2021

Final Adoption: **November 2, 2021**  
Staff Work By: Michael Thompson  
Presentation By: R. McReynolds

**Recommendation:**

Approve the Ordinance

**Executive Summary:**

On October 6, 2020 the BMA authorized approval for the Kingsport Metropolitan Transportation Planning Organization (KMTPO) to apply for Multimodal Access Grant Funds (AF-175-2020). The focus of these grants are on non-motorized forms of travel while supporting interconnectivity with other modes of travel; and will also assist in financing the development of facilities to accommodate bicyclists and pedestrians. This grant requires a local match of 5%, with 95% provided by TDOT.

Fort Henry Drive (State Route 36) within the Colonial Heights community met the eligibility for the requirements associated with this grant. The project consists of construction of sidewalks along SR-36 from Green Hills Drive to Lebanon Road. This project includes curb, gutter, ADA upgrades, striping, pedestrian signals, drainage and wheel stops.

It is requested to enter into an agreement with TDOT for construction of sidewalks along SR-36 from Green Hills Drive to Lebanon Road. The estimated cost of this project is \$716,130.00 (\$680,323.50 State and \$35,806.50 Kingsport local match).

Project Data: TDOT Agreement #:210214; PIN: 132141.00; State Project #: 82S036-S3-002.

Funding is available and identified in GP2202.

**Attachments:**

- 1. Ordinance

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

Funding source appropriate and funds are available: *jam*

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: *ju*

ORDINANCE NO.

AN ORDINANCE TO AMEND GENERAL PROJECT FUND,  
GENERAL PROJECTS-SPECIAL REVENUE FUND, AND  
GENERAL FUND BUDGETS FOR THE YEAR ENDING JUNE 30,  
2022; AND, TO FIX THE EFFECTIVE DATE OF THIS  
ORDINANCE

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

SECTION I. That the General Project Fund be amended by accepting a Multi-modal Access Grant from the Tennessee Department of Transportation in the amount of \$716,130 to the Colonial Heights Sidewalk project (GP2202). This grant is 95% state funded and requires a city match of 5%. The total State funding will be \$680,323 and the total city match will be \$35,807.

SECTION II. That the General Projects-Special Revenue Fund be amended by decreasing the Sidewalk Improvements project (NC2201) \$35,807.

SECTION III. That the General Fund be amended by decreasing the To Gen Proj-Social Rev line (110-4804-481.70-35) by \$35,807 and increasing the To General Project Fund line (110-4804-481.70-36) by \$35,807.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>General Project Fund: 311</b>			
<b>Colonial Heights Sidewalk (GP2202)</b>			
<b>Revenues:</b>	\$	\$	\$
311-0000-332.90-00 Dept of Transportation	0	680,323	680,323
311-0000-391.01-00 From General Fund	0	35,807	35,807
<b>Totals:</b>	<b>0</b>	<b>716,130</b>	<b>716,130</b>
<b>Expenditures:</b>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	0	564,130	564,130
311-0000-601.20-23 Arch/Eng/Landscaping Serv	0	82,000	82,000
311-0000-601.90-03 Improvements	0	70,000	70,000
<b>Totals:</b>	<b>0</b>	<b>716,130</b>	<b>716,130</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>General Projects-Special Revenue Fund: 111</b>			
<b>Sidewalk Improvements (NC2201)</b>			
<b>Revenues:</b>	\$	\$	\$
111-0000-391.01-00 From General Fund	255,000	(35,807)	219,193
<b>Totals:</b>	<b>255,000</b>	<b>(35,807)</b>	<b>219,193</b>
<b>Expenditures:</b>	\$	\$	\$
111-0000-601.90-03 Improvements	255,000	(35,807)	219,193
<b>Totals:</b>	<b>255,000</b>	<b>(35,807)</b>	<b>219,193</b>

**Account Number/Description:**

**General Fund: 110**

**Expenditures:**

110-4804-481.70-35 To Gen Proj-Special Rev  
110-4804-481.70-36 To General Project Fund

***Totals:***

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	4,464,450	(35,807)	4,428,643
	200,000	35,807	235,807
	<b><u>4,664,450</u></b>	<b><u>0</u></b>	<b><u>4,664,450</u></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:

\_\_\_\_\_  
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

**Budget Adjustment Ordinance for General Project Fund and General Projects-Special Revenue Fund in FY22**

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

Action Form No.: AF-298-2021  
Work Session: October 18, 2021  
First Reading: October 19, 2021

Final Adoption: **November 2, 2021**  
Staff Work By: John Morris  
Presentation By: C. McCart

**Recommendation:**

Approve the Ordinance

**Executive Summary:**

The General Project Fund is being amended to accept payment in lieu of sidewalk payments in the amount of \$53,975.00 to the AEP Sidewalk Improvements project (GP2015). It also transfers \$91,588.00 from the Signal Pole Upgrades project (GP1808) to the Street Lights project (GP1809).

The General Project Special Revenue Fund budget is being amended by appropriating funds received from the State of Tennessee to the Border Reg Dist Sales Tax project (NC2013) in the amount of \$297,812.00 to cover expenses and to make an annual payment to Meade Tractor. \$5,712.00 in e-citation receipts to the Clerks Office E Citations project (NC1507), and appropriating \$23,400.00 in e-citation receipts to the Enforcement E Citations project (NC1508).

**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: *aw*

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND  
AND GENERAL PROJECTS-SPECIAL REVENUE FUND  
BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND, TO  
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund be amended by accepting payment in lieu of sidewalk in the amount of \$53,975 to the AEP Sidewalk Improvements project (GP2015) and by transferring \$91,588 from the Signal Pole Upgrades project (GP1808) to the Street Lights project (GP1809).

SECTION II. That the General Project Special Revenue Fund budget be amended by appropriating funds received from the State of Tennessee to the Border Reg Dist Sales Tax project (NC2013) in the amount of \$297,812, by appropriating \$5,712 in e-citation receipts to the Clerks Office E Citations project (NC1507), and appropriating \$23,400 in e-citation receipts to the Enforcement E Citations project (NC1508).

**Account Number/Description:**

**General Project Fund: 311**

**AEP Sidewalk Improvements (GP2015)**

<b><u>Revenues:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-364.20-00 From Corporations	54,614	53,975	108,589
311-0000-368.10-66 Series 2019 GO Improvment	30,382	0	30,382
311-0000-368.21-01 Premium From Bond Sale	2,382	0	2,382
311-0000-391.01-00 From General Fund	498,579	0	498,579
<b>Totals:</b>	<b>585,957</b>	<b>53,975</b>	<b>639,932</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	243,634	45,318	288,952
311-0000-601.90-06 Purchases \$5,000 & Over	342,323	8,657	350,980
<b>Totals:</b>	<b>585,957</b>	<b>53,975</b>	<b>639,932</b>

**Signal Pole Upgrades (GP1808)**

<b><u>Revenues:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-368.10-51 Series 2015 A (OCT) GO PI	27,440	0	27,440
311-0000-368.10-54 Series 2016 GO (Nov 4)	64,034	(63,369)	665
311-0000-368.10-55 Series 2017 A GO Bonds	183,799	(26,986)	156,813
311-0000-368.10-66 Series 2019 GO Improvment	83,086	0	83,086
311-0000-368.21-00 Premium from Bond Sale	14,042	(1,233)	12,809
<b>Totals:</b>	<b>372,401</b>	<b>(91,588)</b>	<b>280,813</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	40,000	0	40,000
311-0000-601.40-41 Bond Sale Expense	2,240	0	2,240
311-0000-601.90-03 Improvements	330,161	(91,588)	238,573
<b>Totals:</b>	<b>372,401</b>	<b>(91,588)</b>	<b>280,813</b>

**Street Lights (GP1809)**

	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
311-0000-368.10-54 Series 2016 GO (Nov 4)	0	63,369	63,369
311-0000-368.10-55 Series 2017 A GO Bonds	85,334	26,986	112,320
311-0000-368.10-66 Series 2019 GO Improvment	26,834	0	26,834
311-0000-368.21-01 Premium From Bond Sale	8,746	1,233	9,979
311-0000-391.01-00 From General Fund	56,062	0	56,062
<b>Totals:</b>	<b>176,976</b>	<b>91,588</b>	<b>268,564</b>
<b>Expenditures:</b>	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	1,976	0	1,976
311-0000-601.90-03 Improvements	175,000	91,588	266,588
<b>Totals:</b>	<b>176,976</b>	<b>91,588</b>	<b>268,564</b>

**Account Number/Description:****Fund 111: General Proj- Special Rev Fund****Border Reg Dist Sales Tax (NC2013)**

	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
111-0000-332.10-15 Border Regions Allocation	452,965	297,812	750,777
<b>Totals:</b>	<b>452,965</b>	<b>297,812</b>	<b>750,777</b>

**Expenditures:**

111-0000-681.75-10 Meade Tractor	\$ 452,965	\$ 297,812	\$ 750,777
<b>Totals:</b>	<b>452,965</b>	<b>297,812</b>	<b>750,777</b>

**Clerks Office E Citations (NC1507)**

	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
111-0000-351.33-10 Clerk's Office	12,942	5,713	18,655
<b>Totals:</b>	<b>12,942</b>	<b>5,713</b>	<b>18,655</b>

**Expenditures:**

111-0000-601.20-45 Training	\$ 150	\$ 0	\$ 150
111-0000-601.20-55 Repairs & Maintenance	6,030	0	6,030
111-0000-601.30-20 Operating Supplies & Tools	6,762	5,713	12,475
<b>Totals:</b>	<b>12,942</b>	<b>5,713</b>	<b>18,655</b>

**Enforcement E Citations (NC1508)**

	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
111-0000-351-3320 Enforcement Agency	51,787	23,400	75,187
<b>Totals:</b>	<b>51,787</b>	<b>23,400</b>	<b>75,187</b>

**Expenditures:**

111-0000-601-2045 Training	\$ 1,150	\$ 0	\$ 1,150
111-0000-601-2055 Repairs & Maintenance	17,700	0	17,700
111-0000-601-3020 Operating Supplies & Tools	32,937	23,400	56,337
<b>Totals:</b>	<b>51,787</b>	<b>23,400</b>	<b>75,187</b>

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

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

ATTEST:

\_\_\_\_\_  
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

**Budget Adjustment Ordinance for Various Project Funds in FY22**

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

Action Form No.: AF-300-2021  
Work Session: October 18, 2021  
First Reading: October 19, 2021

Final Adoption: **November 2, 2021**  
Staff Work By: John Morris  
Presentation By: C. McCartt

**Recommendation:**

Approve the Ordinance

**Executive Summary:**

The General Fund Budget is being increased by allocating \$1,500,000.00 in Fund Balance, transferring the \$607,194.00 Governor's grant, and \$67,806.00 from Misc Vehicle line to fund \$2,175,000.00 in cash projects.

All other projects are funded through the American Rescue Plan Act (ARPA). The remaining funds will be used to replace paramedic pay already budgeted for FY 2022. As a result additional General Fund dollars will be freed up to address FY 22 operational expenses.

A presentation will be made by the City Manager regarding this budget ordinance.

**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: *JM*

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

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

AN ORDINANCE TO AMEND VARIOUS PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; 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 the Fund Balance Appropriations line (110-0000-392.01-00) by \$1,500,000, transferring the \$607,194 from the Governor's Grant from the Miscellaneous Government Services' Miscellaneous line (110-4810-481.20-99), and by transferring \$67,806 from the Miscellaneous Government Services' Repair & Maint-Vehicles line (110-4810-481.20-56) to increase the To Solid Waste Fund line (110-4804-481.70-22) by \$200,000, the To General Project-Special Revenue Fund line (110-4804-481.70-35) by \$1,370,000, the To General Project Fund line (110-4804-481.70-36) by \$200,000, and to other various General Fund lines in the amount of \$405,000.

SECTION II. That the General Project-Special Revenue Fund budget be amended by accepting \$3,595,390 in ARPA funding and allocating \$1,370,000 from the General Fund to the General Projects project (NC2100) in the amount of \$185,000, to the Local Roads project (NC2206) in the amount of \$450,000, to the Parks ADA project (NC2207) in the amount of \$300,000, to the IT Cybersecurity project (NC2208) in the amount of \$140,000, to the Overhead Harness System (NC2209) in the amount of \$30,000, to the Lynn Garden Repaving project (NC2210) in the amount of \$500,000, to the Parking Lot Repaving project (NC2211) in the amount of \$50,000, to the Broadband Study project (NC2212) in the amount of \$80,000, to the ARPA Community Grants project (NC2213) in the amount of \$500,000, to the Police Training/Equip project (NC2214) in the amount of \$104,900, to the Fire SCUBA Equip project (NC2215) in the amount of \$464,625, to the FD Equipment project (NC2216) in the amount of \$295,865, to the Allandale Improvements project (NC2217) in the amount of \$285,000, to the Senior Center Improvements project (NC2218) in the amount of \$225,000, to the LS Brickyard Equipment project (NC2219) in the amount of \$45,000, to the BMP Nature Center Balcony project (NC2220) in the amount of \$125,000, to the Facilities Improvements project (NC2221) in the amount of \$305,000, to the Code Enforcement – Demo project (NC2222) in the amount of \$75,000, to the Greenbelt Repaving project (NC2223) in the amount of \$50,000, to the Tree Removal project (NC2224) in the amount of \$75,000, to the Leisure Services Software project (NC2225) in the amount of \$100,000, to the Brickyard Park Buffer project (NC2226) in the amount of \$60,000, to the Greenbelt Landscaping project (NC2227) in the amount of \$105,000, to the Traffic Signal/Poles project (NC2228) in the amount of \$100,000, to the General Park Improvements project (NC2229) in the amount of \$60,000, to the Archives Move/Demo project (NC2230) in the amount of \$205,000, and to the Greenbelt Bridge project (NC2231) in the amount of \$50,000.

SECTION III. That the General Project Fund budget be amended by accepting \$400,000 in ARPA funding and allocating \$200,000 from the General Fund, to Fire-Facilities/Capital project (GP2003) in the amount of \$150,000, to the PW Radio Replacement project (GP2201) in the amount of \$250,000, to the River Bend project (GP1512) in the amount of \$100,000, to the Swinging Bridge project (GP2104) in the amount of \$100,000.

SECTION IV. That the Solid Waste Fund be increased by \$200,000 by increasing the From General Fund line (415-0000-392.01-00) by \$200,000, and the To Solid Waste Proj Fund line (415-6001-601.70-55) by \$200,000.

Section V. That the Solid Waste Project Fund be amended by allocating \$200,000 received from the Solid Waste Fund to the Sanitation Site Improvements project (DL2200) in the amount of \$200,000.

Section VI. That the Stormwater Project Fund be amended by accepting \$150,000 in ARPA funding to the Main Street project (ST2200) in the amount of \$150,000.

**Account Number/Description:**

**Fund 110: General Fund**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-0000-392.01-00 Fund Bal Appropriations	283,955	1,500,000	1,783,955
<b>Total:</b>	<b>283,955</b>	<b>1,500,000</b>	<b>1,783,955</b>

**Expenditures:**

	\$	\$	\$
110-1005-405.20-25 Public Relations	0	150,000	150,000
110-1005-405.80-99 KCVB Downtown Promotions	0	125,000	125,000
110-3501-451.20-45 Training	50,000	130,000	180,000
110-4804-481.70-22 To Solid Waste Mgmt Fund	1,800,000	200,000	2,000,000
110-4804-481.70-35 To Gen Proj-Special Rev	3,094,450	1,370,000	4,464,450
110-4804-481.70-36 To General Project Fund	0	200,000	200,000
110-4810-481.20-56 Repair & Maint-Vehicles	113,515	(67,806)	45,709
110-4810-481.20-99 Miscellaneous	607,194	(607,194)	0
<b>Total:</b>	<b>5,665,159</b>	<b>1,500,000</b>	<b>7,165,159</b>

**Account Number/Description:**

**Fund 111: Gen Project-Special Revenue Fund**

**General Projects (NC2100)**

**Revenues:**

	\$	\$	\$
111-0000-391.01-00 From General Fund	217,207	185,000	402,207
<b>Total:</b>	<b>217,207</b>	<b>185,000</b>	<b>402,207</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	2,923	60,000	62,923
111-0000-601.90-03 Improvements	214,284	125,000	339,284
<b>Total:</b>	<b>217,207</b>	<b>185,000</b>	<b>402,207</b>

**Local Roads (NC2206)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	0	450,000	450,000
<b>Total:</b>	<b>0</b>	<b>450,000</b>	<b>450,000</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	0	450,000	450,000
<b>Total:</b>	<b>0</b>	<b>450,000</b>	<b>450,000</b>

**Parks ADA (NC2207)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
111-0000-331.95-00 American Rescue Plan Act	\$ 0	\$ 300,000	\$ 300,000
<b>Total:</b>	<b>0</b>	<b>300,000</b>	<b>300,000</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts	\$ 0	\$ 300,000	\$ 300,000
<b>Total:</b>	<b>0</b>	<b>300,000</b>	<b>300,000</b>

**IT Cybersecurity (NC2208)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
111-0000-331.95-00 American Rescue Plan Act	\$ 0	\$ 140,000	\$ 140,000
<b>Total:</b>	<b>0</b>	<b>140,000</b>	<b>140,000</b>

**Expenditures:**

111-0000-601.20-57 Computer Repairs/Mainten	\$ 0	\$ 140,000	\$ 140,000
<b>Total:</b>	<b>0</b>	<b>140,000</b>	<b>140,000</b>

**Overhead Harness System (NC2209)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
111-0000-331.95-00 American Rescue Plan Act	\$ 0	\$ 30,000	\$ 30,000
<b>Total:</b>	<b>0</b>	<b>30,000</b>	<b>30,000</b>

**Expenditures:**

111-0000-601.90-04 Equipment	\$ 0	\$ 30,000	\$ 30,000
<b>Total:</b>	<b>0</b>	<b>30,000</b>	<b>30,000</b>

**Lynn Garden Repaving (NC2210)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
111-0000-331.95-00 American Rescue Plan Act	\$ 0	\$ 500,000	\$ 500,000
<b>Total:</b>	<b>0</b>	<b>500,000</b>	<b>500,000</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts	\$ 0	\$ 500,000	\$ 500,000
<b>Total:</b>	<b>0</b>	<b>500,000</b>	<b>500,000</b>

**Parking Lot Repaving (NC2211)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
111-0000-331.95-00 American Rescue Plan Act	\$ 0	\$ 50,000	\$ 50,000
<b>Total:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts	\$ 0	\$ 50,000	\$ 50,000
<b>Total:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Broadband Study (NC2212)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
111-0000-331.95-00 American Rescue Plan Act	\$ 0	\$ 80,000	\$ 80,000
<b>Total:</b>	<b>0</b>	<b>80,000</b>	<b>80,000</b>

**Expenditures:**

111-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 0	\$ 80,000	\$ 80,000
<b>Total:</b>	<b>0</b>	<b>80,000</b>	<b>80,000</b>

**ARPA Community Grants (NC2213)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	0	500,000	500,000
<b>Total:</b>	<b>0</b>	<b>500,000</b>	<b>500,000</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.40-23 Grants	0	500,000	500,000
<b>Total:</b>	<b>0</b>	<b>500,000</b>	<b>500,000</b>

**Police Training/Equipment (NC2214)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	0	104,900	104,900
<b>Total:</b>	<b>0</b>	<b>104,900</b>	<b>104,900</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-45 Training	0	34,000	34,000
111-0000-601.30-29 Clothing & Uniforms	0	26,000	26,000
111-0000-601.90-04 Equipment	0	44,900	44,900
<b>Total:</b>	<b>0</b>	<b>104,900</b>	<b>104,900</b>

**Fire SCUBA (NC2215)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	0	464,625	464,625
<b>Total:</b>	<b>0</b>	<b>464,625</b>	<b>464,625</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.90-04 Equipment	0	464,625	464,625
<b>Total:</b>	<b>0</b>	<b>464,625</b>	<b>464,625</b>

**Fire Equipment (NC2216)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	0	295,865	295,865
<b>Total:</b>	<b>0</b>	<b>295,865</b>	<b>295,865</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.90-04 Equipment	0	295,865	295,865
<b>Total:</b>	<b>0</b>	<b>295,865</b>	<b>295,865</b>

**Allandale Improvements (NC2217)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	0	285,000	285,000
<b>Total:</b>	<b>0</b>	<b>285,000</b>	<b>285,000</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	0	250,000	250,000
111-0000-601.20-23 Arch/Eng/Landscaping Serv	0	10,000	10,000
111-0000-601.90-04 Equipment	0	25,000	25,000
<b>Total:</b>	<b>0</b>	<b>285,000</b>	<b>285,000</b>

**Senior Center Improvements (NC2218)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	0	225,000	225,000
<b>Total:</b>	<b>0</b>	<b>225,000</b>	<b>225,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-22 Construction Contracts	0	200,000	200,000
111-0000-601.90-04 Equipment	0	25,000	25,000
<b>Total:</b>	<b>0</b>	<b>225,000</b>	<b>225,000</b>

**Brickyard Park Equipment (NC2219)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	0	45,000	45,000
<b>Total:</b>	<b>0</b>	<b>45,000</b>	<b>45,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.90-04 Equipment	0	45,000	45,000
<b>Total:</b>	<b>0</b>	<b>45,000</b>	<b>45,000</b>

**BMP Nature Center Balcony (NC2220)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	0	125,000	125,000
<b>Total:</b>	<b>0</b>	<b>125,000</b>	<b>125,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-22 Construction Contracts	0	125,000	125,000
<b>Total:</b>	<b>0</b>	<b>125,000</b>	<b>125,000</b>

**Facilities Improvements (NC2221)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	0	305,000	305,000
<b>Total:</b>	<b>0</b>	<b>305,000</b>	<b>305,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.90-03 Improvements	0	305,000	305,000
<b>Total:</b>	<b>0</b>	<b>305,000</b>	<b>305,000</b>

**Building Code Enforcement (NC2222)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	0	75,000	75,000
<b>Total:</b>	<b>0</b>	<b>75,000</b>	<b>75,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-22 Construction Contracts	0	75,000	75,000
<b>Total:</b>	<b>0</b>	<b>75,000</b>	<b>75,000</b>

**Greenbelt Repaving (NC2223)****Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	50,000	50,000
<b>Total:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts

	\$	\$	\$
	0	50,000	50,000
<b>Total:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Tree Removal (NC2224)****Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	75,000	75,000
<b>Total:</b>	<b>0</b>	<b>75,000</b>	<b>75,000</b>

**Expenditures:**

111-0000-601.20-23 Arch/Eng/Landscaping Serv

	\$	\$	\$
	0	75,000	75,000
<b>Total:</b>	<b>0</b>	<b>75,000</b>	<b>75,000</b>

**Leisure Services Software (NC2225)****Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	100,000	100,000
<b>Total:</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>

**Expenditures:**

111-0000-601.90-08 Software \$5,000 &amp; Over

	\$	\$	\$
	0	100,000	100,000
<b>Total:</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>

**Brickyard Park Buffer (NC2226)****Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	60,000	60,000
<b>Total:</b>	<b>0</b>	<b>60,000</b>	<b>60,000</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts

	\$	\$	\$
	0	60,000	60,000
<b>Total:</b>	<b>0</b>	<b>60,000</b>	<b>60,000</b>

**Greenbelt Landscaping (NC2227)****Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	105,000	105,000
<b>Total:</b>	<b>0</b>	<b>105,000</b>	<b>105,000</b>

**Expenditures:**

111-0000-601.20-23 Arch/Eng/Landscaping Serv

	\$	\$	\$
	0	105,000	105,000
<b>Total:</b>	<b>0</b>	<b>105,000</b>	<b>105,000</b>

**Traffic Signals/Poles (NC2228)****Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	100,000	100,000
<b>Total:</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>

**Expenditures:**

111-0000-601.90-03 Improvements

	\$	\$	\$
	0	100,000	100,000
<b>Total:</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>

**General Park Improvements (NC2229)**

**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	60,000	60,000
<b>Total:</b>	<b>0</b>	<b>60,000</b>	<b>60,000</b>

**Expenditures:**

111-0000-601.90-03 Improvements

	\$	\$	\$
	0	60,000	60,000
<b>Total:</b>	<b>0</b>	<b>60,000</b>	<b>60,000</b>

**Archives Move/Demo (NC2230)**

**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	205,000	205,000
<b>Total:</b>	<b>0</b>	<b>205,000</b>	<b>205,000</b>

**Expenditures:**

111-0000-601.90-03 Improvements

	\$	\$	\$
	0	205,000	205,000
<b>Total:</b>	<b>0</b>	<b>205,000</b>	<b>205,000</b>

**Greenbelt Bridge (NC2231)**

**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	50,000	50,000
<b>Total:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts

	\$	\$	\$
	0	50,000	50,000
<b>Total:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Account Number/Description:**

**Fund 311: General Project Fund**

**Fire Training Facility (GP2003)**

**Revenues:**

311-0000-331.95-00 American Rescue Plan Act

311-0000-368.10-47 2014 A GO Bonds

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

311-0000-368.10-54 Series 2016 GO (NOV 4)

311-0000-368.10-66 Series 2019 GO Improvement

311-0000-368.21-01 Premium From Bond Sale

311-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	150,000	150,000
	132	0	132
	37,076	0	37,076
	7,090	0	7,090
	894,356	0	894,356
	88,346	0	88,346
	235	0	235
<b>Total:</b>	<b>1,027,235</b>	<b>150,000</b>	<b>1,177,235</b>

**Expenditures:**

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

311-0000-601.40-41 Bond Sale Expense

311-0000-601.90-03 Improvements

	\$	\$	\$
	25,000	0	25,000
	6,634	0	6,634
	995,601	150,000	1,145,601
<b>Total:</b>	<b>1,027,235</b>	<b>150,000</b>	<b>1,177,235</b>

<b>PW Radio Replacement (GP2201)</b>			
	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	0	250,000	250,000
<b>Total:</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-04 Equipment	0	250,000	250,000
<b>Total:</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>

<b>River Bend (GP1512)</b>			
	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-334.50-10 KHRA	666,000	0	666,000
311-0000-368.10-47 2014 A GO Bonds	1,099,802	0	1,099,802
311-0000-368.10-66 Series 2019 GO Improvment	134,981	0	134,981
311-0000-368.21-01 Premium From Bond Sale	125,749	0	125,749
311-0000-391.01-00 From General Fund	4,436	100,000	104,436
<b>Total:</b>	<b>2,030,968</b>	<b>100,000</b>	<b>2,130,968</b>

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	150,000	0	150,000
311-0000-601.40-41 Bond Sale Expense	14,968	0	14,968
311-0000-601.90-01 Land	6,827	0	6,827
311-0000-601.90-03 Improvements	1,859,173	100,000	1,959,173
<b>Total:</b>	<b>2,030,968</b>	<b>100,000</b>	<b>2,130,968</b>

<b>Swinging Bridge (GP2104)</b>			
	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-391.01-00 From General Fund	100,000	100,000	200,000
<b>Total:</b>	<b>100,000</b>	<b>100,000</b>	<b>200,000</b>

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-03 Improvements	100,000	100,000	200,000
<b>Total:</b>	<b>100,000</b>	<b>100,000</b>	<b>200,000</b>

<b>Fund 415: Solid Waste Fund</b>			
	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
415-0000-391.01-00 From General Fund	1,800,000	200,000	2,000,000
<b>Total:</b>	<b>1,800,000</b>	<b>200,000</b>	<b>2,000,000</b>

<u>Expenditures:</u>	\$	\$	\$
415-6001-601.70-55 To Solid Waste Project Fund	0	200,000	200,000
<b>Total:</b>	<b>0</b>	<b>200,000</b>	<b>200,000</b>

<b>Fund 455: Solid Waste Project Fund</b>			
<b>Sanitation Site Improvments (DL2200)</b>			
	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
455-0000-391.13-00 From Solid Waste Fund	0	200,000	200,000
<b>Total:</b>	<b>0</b>	<b>200,000</b>	<b>200,000</b>

<u>Expenditures:</u>	\$	\$	\$
455-0000-601.20-23 Arch/Eng/Landscaping Serv	0	200,000	200,000
<b>Total:</b>	<b>0</b>	<b>200,000</b>	<b>200,000</b>

**Fund 457: Stormwater Project Fund**

**Main Street (ST2200)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
457-0000-331.95-00 American Rescue Plan Act	\$ 0	\$ 150,000	\$ 150,000
<b>Total:</b>	<b>0</b>	<b>150,000</b>	<b>150,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
457-0000-622.20-22 Construction Contracts	\$ 0	\$ 150,000	\$ 150,000
<b>Total:</b>	<b>0</b>	<b>150,000</b>	<b>150,000</b>

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

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

ATTEST:

\_\_\_\_\_  
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**

**Enter into a Materials Agreement with The Edinburgh Group, LLC, Related to the Evarts Valley Development and an Ordinance to Appropriate the Funds**

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

Action Form No.: AF-301-2021  
Work Session: October 18, 2021  
First Reading: October 19, 2021

Final Adoption: **November 2, 2021**  
Staff Work By: David Harris  
Presentation By: M. Thompson

**Recommendation:**

Approve the Ordinance

**Executive Summary:**

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

Pursuant to the policy, The Edinburgh Group, LLC has requested that the proposed Evarts Valley Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$88,826.99 for a new fifty (50) lot development.

To date, including this development, the program has supported 921 new/proposed lots within the City of Kingsport. Of those lots, 606 Building Permits and 532 Certificates of Occupancy have been issued to date.

**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: *JM*

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

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE EVARTS VALLEY MATERIALS AGREEMENT PROJECTS (WA2253 AND SW2253); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget by \$43,212 and by decreasing the funds transferred from the Sewer Fund operating budget by \$37,909 to the Evarts Valley projects (WA2253 and SW2253) to fund the materials agreement.

**Account Number/Description:**

**Water Project Fund:451**

**Evarts Valley (WA2253)**

**Revenues**

451-0000-391.45-00 From the Water Fund

***Totals:***

<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
\$0	\$43,212	\$43,212
<b>\$0</b>	<b>\$43,212</b>	<b>\$43,212</b>

**Expenditures:**

451-0000-605.90-03 Improvements

***Totals:***

\$0	\$43,212	\$43,212
<b>\$0</b>	<b>\$43,212</b>	<b>\$43,212</b>

**Account Number/Description:**

**Sewer Project Fund:452**

**Evarts Valley (SW2253)**

**Revenues**

452-0000-391.42-00 From the Sewer Fund

***Totals:***

<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
\$0	\$37,910	\$37,910
<b>\$0</b>	<b>\$37,910</b>	<b>\$37,910</b>

**Expenditures:**

452-0000-606.90-03 Improvements

***Totals:***

\$0	\$37,910	\$37,910
<b>\$0</b>	<b>\$37,910</b>	<b>\$37,910</b>

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

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

ATTEST:

\_\_\_\_\_  
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

**Award Shelving Purchase for New Archives Utilizing Sourcewell Purchasing Agreement**

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

Action Form No.: AF-306-2021  
Work Session: November 1, 2021  
First Reading: NA

Final Adoption: November 2, 2021  
Staff Work By: Chris Markley  
Presentation By: M. Borders

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
The new Archives needs shelving in order to complete the move to City Hall. The shelving is custom designed to fit the Archives space. The anticipated lead time for the shelves is 12-18 weeks. The City has received a quote from Patterson Pope in the amount of \$169,634.33.

The Sourcewell Cooperative Purchasing Contract # is 010920-SPC. Since the City participates in this cooperative purchasing agreement we do not have to bid these items out as that has already been coordinated by a lead public agency.

- Attachments:**
- 1. Resolution
  - 2. Quote
  - 3. Supplemental Packet

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
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
A PURCHASE ORDER TO SOURCEWELL COOPERATIVE  
PURCHASING FOR SHELVING FOR THE ARCHIVES IN THE  
NEW CITY HALL

WHEREAS, staff recommends the purchase of shelving for the new city hall archives area utilizing Sourcewell Cooperative Purchasing Agreement #010920-SPC for use by Kingsport Library; and

WHEREAS, the city participates in the Sourcewell Cooperative Purchasing Contract; and

WHEREAS, Tennessee Code Annotated section 12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of goods; and

WHEREAS, in order to purchase the equipment under the terms of the Sourcewell Cooperative Purchasing Contract, a purchase order needs to be issued to Patterson Pope, in the amount of \$169,634.33; and

WHEREAS, funding for these goods is available in project # NC2230.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Patterson Pope for shelving for the new city hall archives area utilizing Sourcewell Cooperative Purchasing Agreement #010920-SPC for use by Kingsport Library in the amount of \$169,634.33.

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 2nd day of November, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# Proposal

Quote #: Q-40256-2  
 Drawing Ver: 320372 5B  
 Date: 10/19/2021  
 Expires On: 11/30/2021

## Patterson Pope

Remit To:  
 10321 S. Medallion Dr.  
 Cincinnati, OH 45241  
 Phone: (704) 523-4400  
 Fax: (704) 523-4499

## Bill To

Install To  
 City of Kingsport, TN - Archives  
 400 Broad Street  
 Kingsport, TN 37660

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Scott Bertini	sbertini@pattersonpoppe.com		Net 10

Proposal Includes The Following:

- \* Spacesaver Mechanical Assist System w/ End Panel Graphics
- \* Spacesaver 4 Post Shelving
- \* Textile Racks
- \* Processing Room Island w/ Drawers
- \* Processing Room Casework
- \* Pricing Per NJPA / Sourcewell Contract: CONTRACT NUMBER: 010920-SPC
- \* Payment Terms: 40% Deposit, 60% Net 30 Days
- \* Standard Colors Only
- \* Any Applicable Taxes To Be Added To Final Invoice
- \* Estimated Lead Time 12-14 Weeks - Art Racks May Take Longer - To Be Verified

Group Name	Description	Net Total
Room 525		\$1,966.68
Room 526		\$6,197.86
Room 526 Casework		\$13,428.26
Room 531		\$92,718.91
Room 539		\$2,640.42
Room 526 Casework Installation and Services	Includes Freight, Handling, Travel, & Turnkey Installation	\$7,985.91
All Areas Installation and Services	Includes Freight, Handling, Travel, & Turnkey Installation	\$42,711.29
End Panel - Graphics	Installation Included	\$1,985.00

Sub Total:	\$169,634.33
Estimated Total Tax:	
<b>Grand Total:</b>	<b>\$169,634.33</b>

### Important Proposal Notes

Applicable sales tax and final shipping charges will be added to the invoice if not indicated above.

Patterson Pope requires a purchase order (or signed quote) for each individual accepted quote.

Please provide sign off on final drawing(s). Indicate color choices on your PO.



# Proposal

**Quote #:** Q-40256-2  
**Drawing Ver:** 320372 5B  
**Date:** 7/13/2021  
**Expires On:** 7/29/2019

## Patterson Pope

*Remit To:*  
10321 S. Medallion Dr.  
Cincinnati, OH 45241  
Phone: (704) 523-4400  
Fax: (704) 523-4499

Patterson Pope offers custom manufactured solutions to fit your unique space. For this reason no product can be ordered until a representative from Patterson Pope is able to field verify all dimensions.

Signature below indicates acceptance of this proposal and of the attached terms and conditions.

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

**Effective Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Name (Print):** \_\_\_\_\_

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

Please sign and email to Scott Bertini at [sbertini@pattersonpope.com](mailto:sbertini@pattersonpope.com).

THANK YOU FOR YOUR BUSINESS!

**Patterson Pope Terms and Conditions** The following terms and conditions shall apply to any Deliverables (defined herein) provided by Patterson Pope, Inc. ("Company") to Client.

- Acceptance and Agreement:** The provisions on the pricing page, the purchase order and these Terms and Conditions (collectively, the "Agreement") constitute the entire agreement between Company and Client and supersede all other communications between the parties, whether written or oral, regarding the products and services described in this Agreement ("Deliverables"). The terms of this Agreement are expressly limited to those provided herein, and no purported modification, addition, or waiver of the provisions hereof shall be binding on Company for any purposes unless contained in writing, signed by an authorized representative of Company. The provisions hereof shall be deemed to have been accepted by Client's acceptance of all or any part of the Deliverables. All orders or any changes to such orders shall be subject to acceptance by Company. Change orders requested after receipt of Client purchase order may also incur additional charges. If, for any reason, Client cancels the order, any cancellation, restocking and handling charges will be invoiced. Future purchase orders (or similar engagement documents) and associated pricing pages may reference these Terms and Conditions, and by such reference, these Terms and Conditions shall be incorporated therein.
- Payment and Pricing:** Pricing quoted on the pricing page supersedes all previously quoted prices and is good for 60 days from the date of this Agreement. The pricing page may or may not include applicable sales or other taxes required by law; such taxes will be billed to Client and are Client's sole responsibility. This system has been custom designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 40% is due upon order, 30% is due at the time of shipment and 30% is due at the time of completion. Client shall have no authority to assert any offsets or discounts against any payment due, except as expressly agreed to by Company in the pricing page or other signed writing. Client represents and warrants to Company that it is solvent at the time this Agreement is made. Client hereby grants a security interest in the product Deliverables to secure payment to Company and consents to Company filing a financing statement to perfect such security.
- Space Requirements:** This system has been specially designed to meet Client's specific requirements; as such, most of the equipment is manufactured on a "per job" basis. Client shall allow Company's representative(s) reasonable access to Client's facilities to confirm whether the space where the Deliverables will be installed matches Client's representations. In the event that the space cannot be field verified before the Deliverables must be ordered and the actual space does not match what had been previously represented, Client is responsible for any delays and additional costs incurred to reconfigure the Deliverables to fit actual space (i.e. extra material, labor, and freight). Notwithstanding any field verification by Company, it is Client's responsibility to be certain the space is suitable for the installation of this equipment (i.e. adequate fire protection and floor load capacity).
- Acceptance:** Client shall accept the Deliverables which conform to the requirements of specifications under this Agreement. All claims for errors, shortages, or damage ("Non-conformance") must be made in writing to the respective Account Representative within ten (10) days of Client's receipt of any Deliverables, and Company shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the Deliverables before acceptance or fails to promptly notify Company of any Non-conformance then the Deliverables shall be considered accepted by the Client.
- Freight and Shipping:** Freight and shipping terms are detailed on the pricing page. In the event that Client or one of its agents refuses delivery for whatever reason on or after the estimated delivery date, Client will be responsible for the payments in accordance to Section 2 and the pricing page in addition to any supplemental storage charges incurred by Company as a result of the delay *unless* the delay is caused by Company, one of its manufacturers, freight carriers, subcontractors, and/or any other agent acting on Company's behalf.
- Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that Client gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. Client agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.
- Limitation of Remedy and Liability:** The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to Client or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information. Client will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the Client. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located

within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the Client's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and Client agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

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Patterson Pope, Inc.

Date

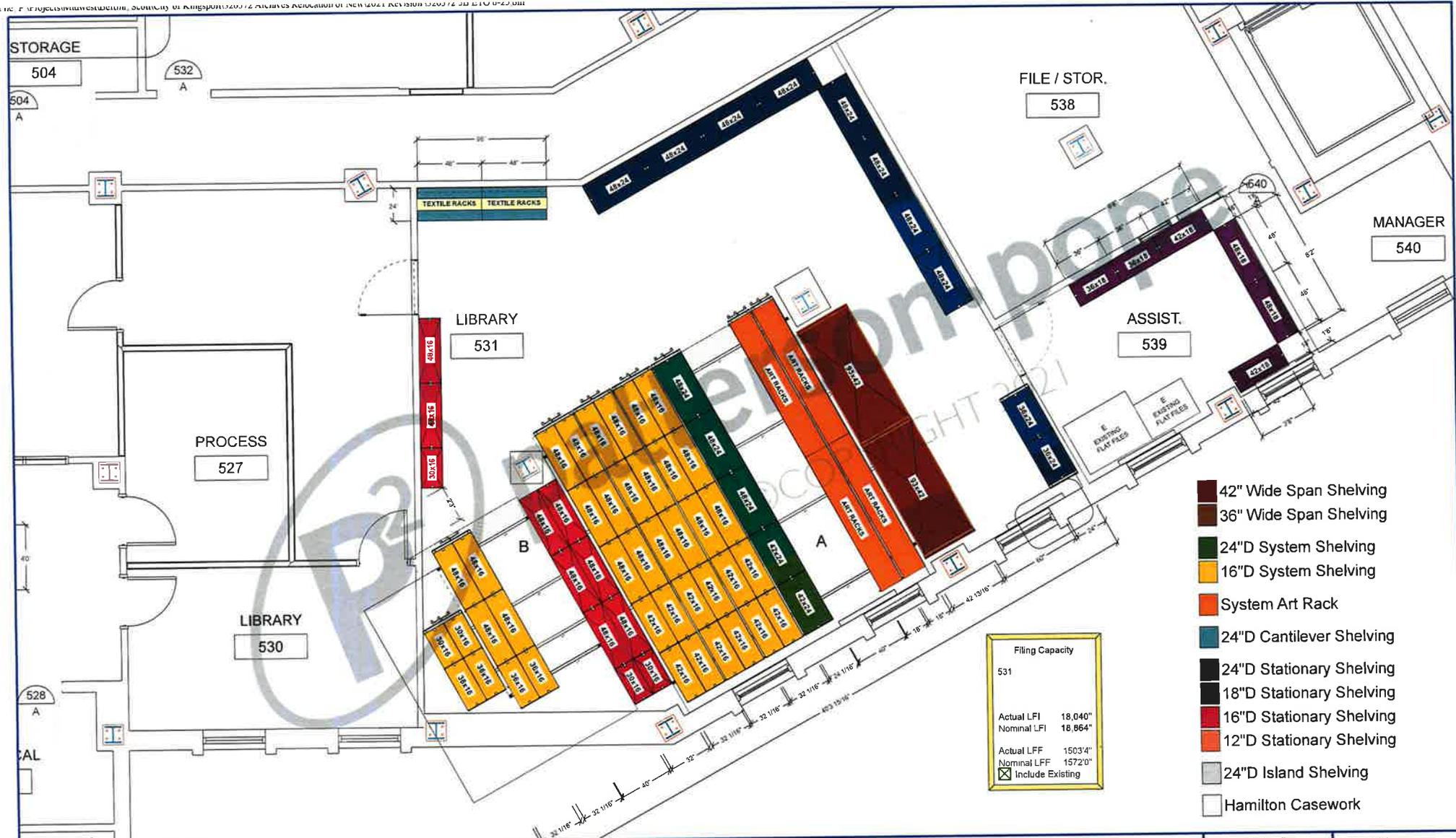
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CLIENT

Date

(This Agreement may be signed in counterparts and by facsimile or electronic signature by an authorized representative.)

Purchase Order # \_\_\_\_\_

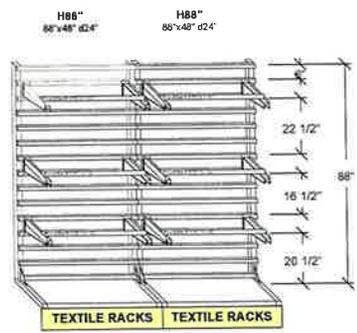
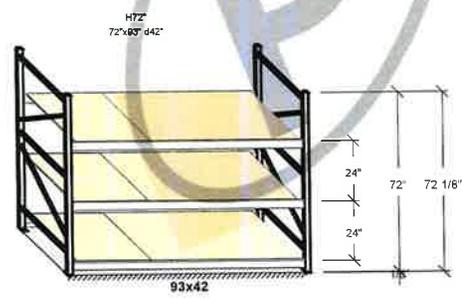
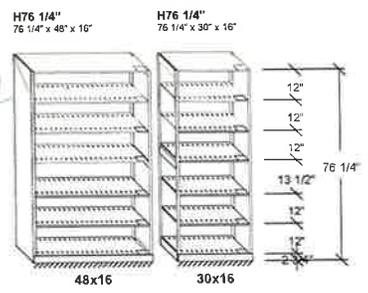
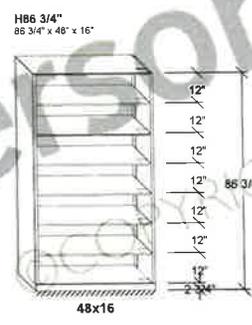
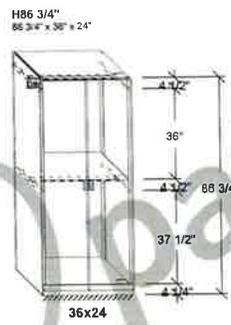
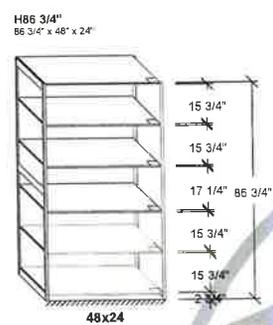
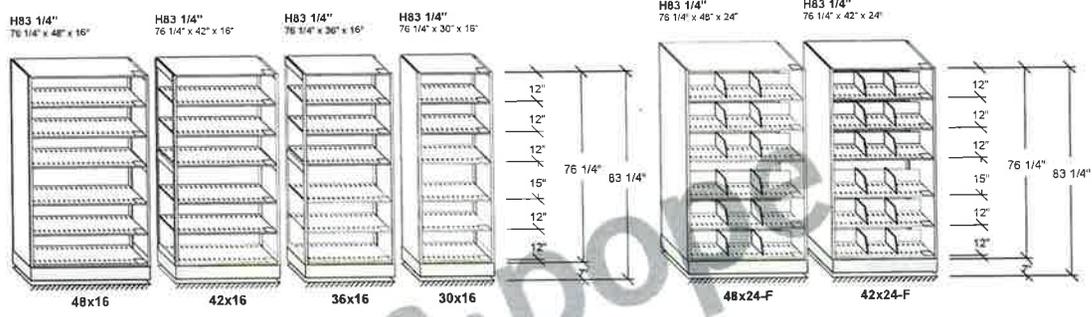
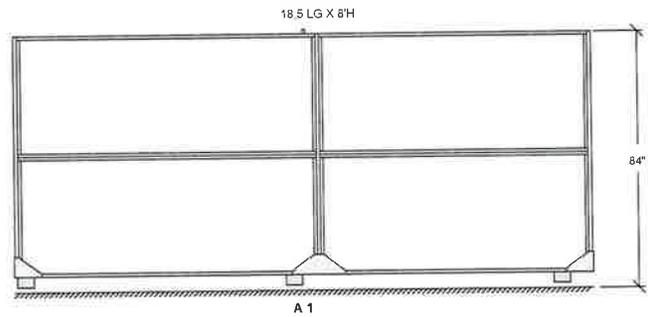


- 42" Wide Span Shelving
- 36" Wide Span Shelving
- 24"D System Shelving
- 16"D System Shelving
- System Art Rack
- 24"D Cantilever Shelving
- 24"D Stationary Shelving
- 18"D Stationary Shelving
- 16"D Stationary Shelving
- 12"D Stationary Shelving
- 24"D Island Shelving
- Hamilton Casework

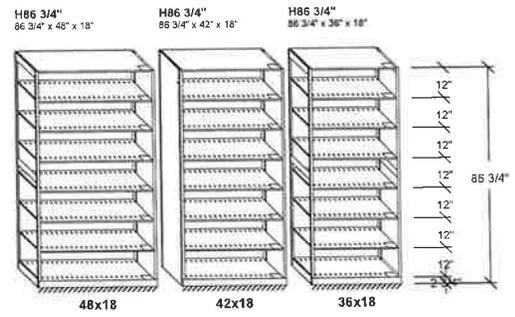
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531	
Actual LFI	18,040"
Nominal LFI	18,864"
Actual LFF	1503'4"
Nominal LFF	1572'0"
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 SPACE MADE SIMPLE	Project Name: City Of Kingsport: Archives	Scale: 3/16" = 1'	Rev level: 5B	Project #: 320372 1A	APPROVAL
	Salesperson: BERTINI, SCOTT			Drawn by: E.RIENDEAU	This drawing Approved By: _____
				Date Printed: 06/25/2021	Dated: _____

531



539



Project Name: City Of Kingsport: Archives

Salesperson:  
BERTINI, SCOTT

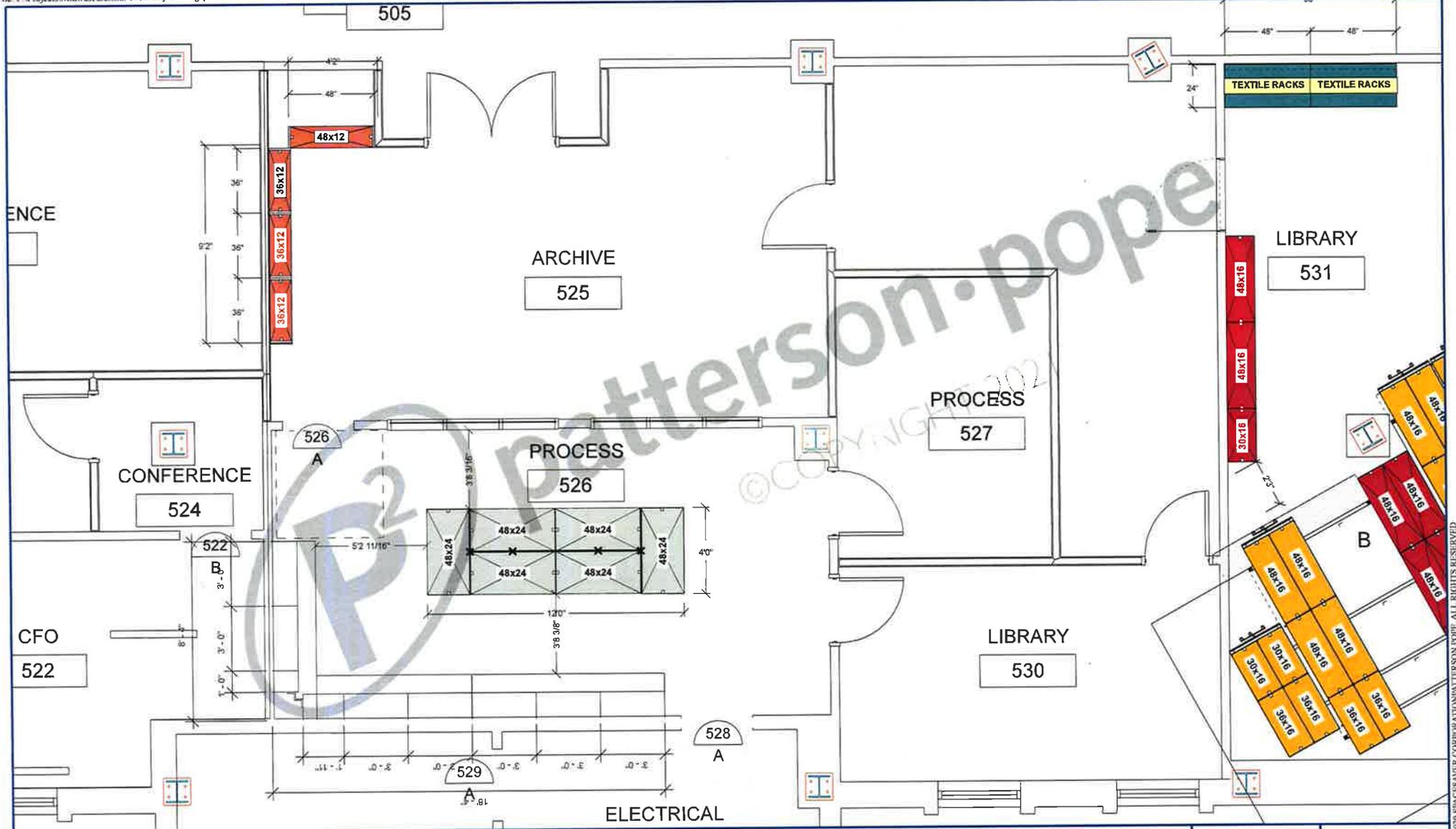
Scale:  
1/4" = 1'

Rev level:  
5B

Project #  
320372 1A  
Drawn by:  
E. RIENDEAU  
Date Printed:  
06/25/2021

APPROVAL  
This drawing Approved By:  
\_\_\_\_\_  
Dated: \_\_\_\_\_





 <p>SPACE MADE SIMPLE</p>	Project Name: City Of Kingsport: Archives		Project #: 320372 1A	APPROVAL This drawing Approved By: _____ Dated: _____
	Salesperson: BERTINI, SCOTT	Scale 1/4" = 1'	Rev level: 5B	

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## INFO SHEET

## SOURCEWELL

Spacesaver Corporation proudly partners with Sourcewell, a government agency serving the United States and Canada, to offer Sourcewell members a competitively bid contract. Sourcewell is a “cooperative contract” for state and local agencies, K-12, universities and colleges, non-profits, and tribal government to purchase from awarded vendors. As a cooperative contract Sourcewell is working for both buyers (members) and vendors.

Spacesaver is the innovator in storage solutions from high-density mobile, to secure storage for government and public safety, to new ideas that can streamline library and museum operations to campus solutions. Join Sourcewell at no cost and access Spacesaver’s competitively-priced storage solutions to start saving time, money, and resources today.

To learn more about Spacesaver or to find a local authorized dealer, visit [www.spacesaver.com](http://www.spacesaver.com).

To learn more about Sourcewell or to become a member, visit [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov).

## SPACESAVER’S SOURCEWELL CONTRACT INFORMATION

**CONTRACT NUMBER: 010920-SPC**

**EFFECTIVE DATE: 03/25/2020 - 03/25/2024**

**PRODUCTS: All Spacesaver Manufactured Products; excluding ActivRAC® Stainless Steel**

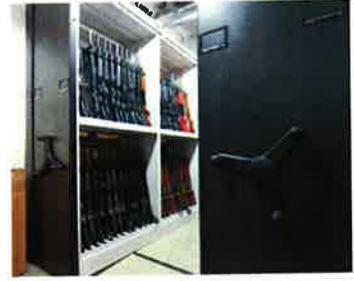
## SOURCEWELL MEMBERSHIP OPEN TO:

- State & Local Government Entities
- All Education: Private & Public
- Non Profits (Tax Exempt Organization)
- Tribal Government
- Canadian Provinces
- Canadian Healthcare Entities

## VALUE OF BEING A SOURCEWELL MEMBER

- The formal contracting process is satisfied on your behalf—proven process eliminates low bid, low quality results.
- No cost, obligation, or liability to be a member
- A legal and easier purchasing process—ensuring best use of time and money.
- Contracts are requested, awarded, and regulated by a municipal agency and governed by a publicly elected board of directors
- Sourcewell maintains all procurement documentation for you, a complete procurement file is posted on the website.
- Sourcewell is a government entity committed to helping their members succeed in fulfilling their own public service missions.
- The opportunity to purchase the very best products, equipment, and services through nationally solicited contracts.





*Spacesaver has storage solutions for U.S. and Canadian Sourcewell members in a variety of markets from high-density mobile storage, to secure storage for military applications, government and public-sector safety, to new ideas that can streamline education, libraries, museums, and non-profit organization operations.*



Spacesaver Corporation  
1450 Janesville Avenue  
Fort Atkinson, WI 53538-2798  
800.492.3434  
[www.spacesaver.com](http://www.spacesaver.com)

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6. **Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that Client gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. Client agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.
7. **Limitation of Remedy and Liability:** The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to Client or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information. Client will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the Client. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located

within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the Client's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and Client agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

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Patterson Pope, Inc.

Date

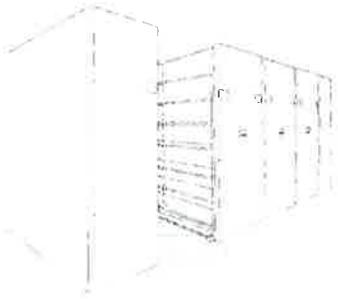
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CLIENT

Date

(This Agreement may be signed in counterparts and by facsimile or electronic signature by an authorized representative.)

Purchase Order # \_\_\_\_\_



# Mobile, Shelving, Doors & Drawers Colors

## TEXTURED POWDER COAT PAINT FINISHES

**NO UPCHARGE COLORS**

Cottonwood CO (204)	Furniture White FW (15)	Whisper WP (216)	Tan TN (1)	Warm Brown WB (18)
Frost FR (6)	Light Tone LG (29)	Designer Grey DG (2)	Blue Grey BG (25)	Black BL (7)

**No Upcharge.**

**5% UPCHARGE COLORS**

Neutral Ground NG (224)	Wet Sand WS (223)	Creamy White CW (205)	Chamomile CE (203)	Moss MZ (211)	Café Au Lait CF (201)	
Red Iron RI (252)	Dolphin DO (206)	Thunder TD (33)	Nordic ND (212)	Grey Cloud GC (225)	Medium Tone MT (27)	Flannel FN (207)

**5% Upcharge.**

**10% UPCHARGE COLORS**

Starlight Silver SX (145)	Moonbeam MO (220)	Old Gold OM (221)	Champagne CM (218)	Bronze ZM (217)	Espresso EX (151)

**10% Upcharge.**

\*Consult your Spacesaver Sales Representative for deviations to the colors and finishes on this chart.

# LOW PRESSURE LAMINATE

## COLOR OPTIONS



# TIER TWO

 <p>W300</p> <p>White</p>	<p>Velvet</p>	 <p>SF100</p> <p>Victorian White</p>	<p>Suede</p>	 <p>SF210</p> <p>Antique White</p>	<p>Suede</p>	 <p>SF232</p> <p>Ashen</p>	<p>Satin or Velvet</p>	 <p>SF231</p> <p>Umбра</p>	<p>Satin</p>
 <p>SF233</p> <p>Fossil</p>	<p>Satin</p>	 <p>SF230</p> <p>Sienna</p>	<p>Satin</p>	 <p>SF239</p> <p>Storm</p>	<p>Suede</p>	 <p>SF237</p> <p>Charcoal</p>	<p>Suede</p>	 <p>SF247</p> <p>Mysterious</p>	<p>Velvet</p>
 <p>SF238</p> <p>Fudge</p>	<p>Medina</p>	 <p>AF210</p> <p>Silver Frost</p>	<p>Suede</p>	 <p>AF209</p> <p>Shadow Frost</p>	<p>Suede</p>	 <p>AF200</p> <p>Pewter Frost</p>	<p>Suede</p>	 <p>WF375</p> <p>Diva</p>	<p>Medina</p>
 <p>WF294</p> <p>Vanilla Stix</p>	<p>Timberline</p>	 <p>WF355</p> <p>Contour White</p>	<p>Medina</p>	 <p>WF394</p> <p>Arctic Groovz</p>	<p>Timberline</p>	 <p>WF449</p> <p>Sarek Ash</p>	<p>Velvet</p>	 <p>WF398</p> <p>Pacaya</p>	<p>Medina</p>



WF450  
Bergen Ash

Velvet



WF451  
Narvik Ash

Velvet



WF444  
Tumalo Pine

Boreal



WF447  
Toasted Oak

Boreal



WF122  
Silken Maple

Suede



WF345  
Milltown Oak

Timberline



WF357  
Sandalwood

Medina



WF340  
Aria

Medinan or Timberline



WF393  
Concrete Groovz

Timberline



WF397  
Stomboli

Medina



WF445  
Sahalie Pine

Boreal



WF121  
Burma Cherry

Suede or Timberline



WF452  
Karuna Ash

Velvet



WF100  
Dessert Glow

Suede



WF256  
Bartlett Pearwood

Suede



WF442  
Chique

Velvet



WF301  
Noce Vettore

Medina or Timberline



WF203  
Seria

Timberline



WF310  
Talas Cherry

Suede



WF439  
Outlandia

Velvet



WF101  
Autumn Glow

Suede



WF276  
Harvest Cherry

Suede



WF263  
Walnut Amati

Suede



WF443  
Luxent

Velvet



WF236  
Ankara Cherry

Suede or Timberline



Brazilian Walnut

Suede or Velvet



Loft Reclamation Maple

Medina



Driftwood

Medina



Pewter Pine

Medina



Merapi

Medina



Baroque

Medina or Timberline



Seared Oak

Boreal



Mochatini

Timberline



Sable Glow

Suede



Cherry Hill Plank

Suede



Libretti

Suede or Timberline



Nirvana

Medina



Verismo

Timberline



Queenston Oak

Timberline



Charred Oak

Boreal



Licorice Groovz

Timberline



Zambukka

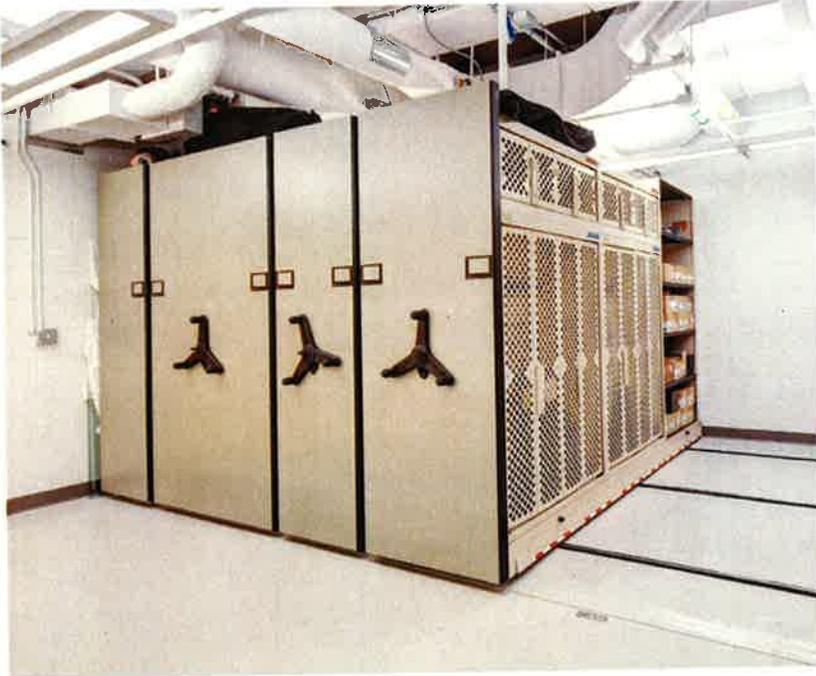
Timberline



Linear Ash

Medina

NOTE: Backer (SF201) and Merit Maple (WF229) are not available as part of our tiered offering



# MECHANICAL ASSIST

H I G H   D E N S I T Y   M O B I L E   S T O R A G E



# DESIGN FEATURES

## MOBILE CARRIAGE SYSTEMS

By mounting shelving units and storage cabinets on wheeled carriages that travel on rails, Spacesaver High-Density Mobile Storage Systems eliminate the need for multiple fixed aisles, freeing floor space for other more productive uses.

**Standard Carriage Length** Spacesaver Mechanical Assist carriages are available in standard lengths up to 45 feet (13.7m). Greater carriage lengths are possible, depending on system load factors.

**Load Carrying Capacity** Each carriage has a minimum load carrying capacity of 1,000 lb. (1,500 kg) per linear foot (meter). Your local Area Contractor can provide weight analyses and offer structural strategies to accommodate heavier system floor loads.

**Flexible Rail Layout** By adjusting rail size, spacing and orientation, floor loads can be optimally distributed at practical bearing points.

**Welded-Steel Uniframe Carriage** Spacesaver's welded-steel carriages ensure that all drive train components retain their alignment, eliminating binding, racking and misalignment of carriage and shelving. Their rigid, uniframe design has no exposed fasteners to loosen or break.

**Wheels And Rails** Carriage wheels and rails are fabricated and precision-machined for maximum strength and system life.

**Optional One-Piece Structural Rail System** Available one-piece rail systems have no butt joints or welds. Their tongue-and-groove design restricts lateral movement and provides greater structural rigidity.

**Fully-Grouted Rails** All rails are fully supported and grouted to evenly distribute system weight. They are not installed using shims, which can cause carriage rails to flex and the system to malfunction.

**Synchronized Drive System** A synchronized drive transmits power to both sides of the carriage, not just one, providing positive tracking – even with unbalanced loads. Not only are system stability and performance enhanced, wear is reduced. Line shaft drive is also available.

**Flexible Guidance Systems** To reduce friction and facilitate smoother tracking, Spacesaver carriages are available with a variety of guidance systems. Your local Area Contractor will help you select the system best suited for your application.

**Matched Drive Ratios** Spacesaver Mechanical Assist carriages can be equipped with a number of different drive ratios. By appropriately matching the system drive ratio to the load, operation becomes smooth and effortless. Very little force or exertion is needed to open an aisle.

**Chain Tensioner** To assure the smoothest possible operation, an integrated chain tensioner can be easily adjusted to fine-tune the carriage drive. This can be accomplished in seconds as a minor service adjustment, without disassembly of the system.

**Recessed Carriage/Welded Shelving Uprights** Spacesaver carriages are designed for maximum stability. Their welded steel uprights and recessed mounting of shelving and cabinets enhance the structural integrity of the system. Storage housings become an integral part of the carriage, ensuring that they won't shift position or lose their alignment.

**Anti-Tip Protection** Built-in anti-tip devices are engineered to comply with all seismic requirements, providing an extra measure of system stability and safety – even in areas prone to earthquakes.





## MOBILE CARRIAGE SYSTEMS (CONTINUED)

**Low Profile Rail Design** The low-profile design of Spacesaver rail systems is engineered to mount flush with the finished floor. To ensure a proper match with the rest of their environment, system decks and ramps can be covered with virtually any flooring material.

**ADA Compliant** To accommodate the personal limitations of individual users, Spacesaver Mechanical Assist Systems can be readily configured to comply with all ADA accessibility requirements.

## SYSTEM CONTROLS

**Soft-Touch Ergonomic Handles** Comfort and ease of operation are enhanced by our ergonomically designed, soft-touch rotating handles. A variety of optional handle colors are available to match any decor.

**Safety Locks** To enhance user safety, unwanted movement can be prevented by a standard safety lock control that has a bright visual indicator showing lock status. For additional safety, optional automatic locks are available which help prevent the system from being closed on an occupied aisle.

**Carriage Safety Sweep/Brake** To ensure maximum protection for users and materials being stored, Spacesaver Mechanical Assist systems can be equipped with an optional carriage safety sweep/brake.

**Controlled Access** Unauthorized access to any or all aisles can be prevented with optional hub locks which allow individual carriages to be key-locked in closed-aisle position as desired.

**Upgradable To Electric Operation** Spacesaver Mechanical Assist Systems can be designed for easy upgrading to electrically-controlled operation. In this way, special programmable features can also be added as your needs change.

## SHELVING AND CABINET OPTIONS

**Wide Choice Of Housings** Almost any type of storage housing can be mounted on Spacesaver mobile carriages, including your own existing shelving and cabinets.

**Unlimited Shelving Options/Storage Accessories** Beyond basic cabinetry, Spacesaver offers you a large assortment of shelving options and storage accessories designed to accommodate virtually anything you wish to store.

**Ability To Reconfigure/Expand System** As your storage needs change, Spacesaver shelving and cabinets can typically be reconfigured or expanded to accommodate them.

**Heavy-Duty Shelving Construction** For added strength, Spacesaver shelving and cabinets are fabricated using heavy-gauge, cold-rolled steel and extensively reinforced for increased rigidity, improving their ability to support greater shelf loads.

**Wide Array Of Design Options** A wide range of colors, finishes, and end-panel materials provides you with design options limited only by your imagination.

**Durable Paint Finishes** Spacesaver's powder-coat paint finishes are extremely durable, exceeding the stringent scuff, scratch and chip requirements of the American Library Association.

# MULTIPLE APPLICATIONS

## STORE VIRTUALLY ANYTHING, AND DO IT IN LESS FLOOR SPACE

**In many applications, Spacesaver High-Density Mobile Storage Systems are three times more space-efficient than conventional filing and shelving at half the cost.**

Regardless of their size, weight or shape, virtually any type and variety of materials can be stored using a Spacesaver High-Density Mobile Storage System. Not only that, they can be stored in less floor space, reducing your building lease and construction costs.



Spacesaver is the recognized leader in high-density mobile storage, with more installations than all other manufacturers combined. We have designed systems to fit almost every situation.

Spacesaver High-Density Mobile Storage Systems have been installed in offices, hospitals, banks, libraries, schools, museums, archives, factories, warehouses, laboratories, government agencies and military bases, as well as many other uniquely demanding environments.

Drawing on this vast experience, we provide each customer with a storage solution that is customconfigured to meet their specific needs. Having designed and installed more than 250,000 successful mobile systems for customers with a wide range of individual requirements, chances are we have already solved a storage problem similar to yours.

## ASK US FOR A PROFESSIONAL ASSESSMENT OF YOUR STORAGE NEEDS

**Spacesaver's team of experienced Area Contractors are proven problem solvers who can make an invaluable contribution to your planning process. For a qualified professional assessment of your storage needs, don't hesitate to give us a call at 1-800-492-3434. There is no cost or obligation.**



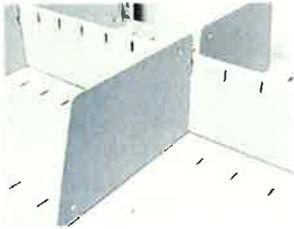
# 4-POST & CASE-TYPE

SHELVING SYSTEMS



Storage Solved®

# ACCESSORIES



## Double-Face Through Shelf with Centerstop

Helps separate and contain media being stored.



## Bin Divider with Acrylic Bin Front

Compartmentalizes the storage of three-dimensional objects and other media.



## Divider Rods

Designed for convenient, compartmentalized storage.



## Universal Shelf

Unique, patented design allows for attachment of file dividers, bin dividers and divider rods.



## Pull-Out Reference Shelf

For convenience in referencing shelved materials. 50 lb. (23 kg) load capacity.



## Roll-Out Interior Drawer

Can be configured for top-tab hanging folders or open-shelf filing of top or side-tab folders.



## Receding Door

Provides for security of materials on open shelving. Can also be used with Roll-Out Interior Drawer.



## Closed File Drawer

Combines security with space efficiency. Can accommodate letter or legal sized files, hanging folders and more. Quickly accessible.



## Storage Drawer

Accommodates a wide variety of stored media, while providing full accessibility and keyed security. Adjustable bottom dividers available.



## Hanging Files

Provides open-shelf access to all file folders contained in suspended compartments.



## Hinged Doors

Provide protection and security for all materials being housed in the lockable shelving cabinet.



## Aisle Identification Options

Optional range finders and card holders make locating and reshelving of materials fast and easy.



## Label Holder

Optional adhesive label holders can span the shelf up to 47 3/4" long or be cut to enable flexible lengths.

# 4-POST SHELVING SYSTEM

## DESIGN FEATURES

**Shelves** Standard 22-gauge (.75 mm) or heavy-duty 18-gauge (1.2 mm) patented universal or plain shelves. For added safety, there are no exposed metal edges. Shelves supported with 11-gauge (3.1 mm) or 14-gauge (1.9 mm) shelf supports.



**Keyholes/Interlocking Rivets** Keyholes at 1-1/2" (38 mm) centers on uprights provide positive lock with shelf support rivets for added strength. No special tools or fasteners are required for assembly.



**Rounded-Post Vertical Uprights** Wrap-around design has no exposed metal edges, providing a clean, smooth appearance. Available in standard "open" style with welded steel spreaders or "closed" style for enhanced strength and appearance.



**No Exposed Holes** Assembled system has no exposed holes or fasteners. All shelves and backs are flush with outside of upright posts.



**Unit-Welded "L" & "T" Uprights** 18-gauge (1.2 mm) steel uprights offered as a 1" (25 mm) wide "L"-shaped end post or a 2" (51 mm) wide "T"-shaped common post.



End Angle "L"



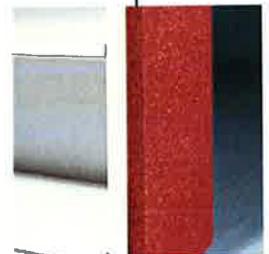
Intermediate "T"



**Front Bases** Optional front bases provide a clean, finished look.



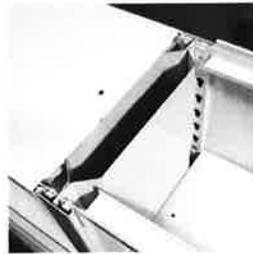
**Aesthetic Flexibility** Optional end-panels are available in laminates, wood veneers and metal, creating a designer appearance.



# CASE-TYPE SHELVING SYSTEM

## DESIGN FEATURES

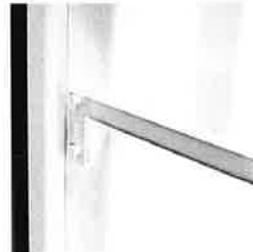
**Double-Wall Construction** Unit-welded, double-wall uprights extend into the shelf area, preventing stored materials from slipping behind the upright post.



**Rounded-Post Vertical Uprights** Wrap-around design eliminates exposed metal edges, protecting users and stored media.



**Keyholes/Interlocking Rivets** Shelf support rivets lock into upright keyholes on 1-1/2" (38 mm) centers for added strength and easy height adjustment. Simple, self-locking design for easy assembly.



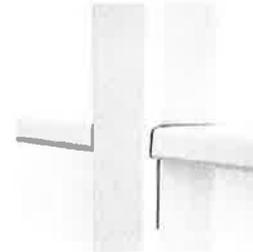
**Shelves** Patented universal and plain 22-gauge (.75 mm) steel. Smooth edges to protect users and stored media.



**Unit-Welded "L" & "T" Uprights** 18-gauge (1.2 mm) steel uprights offered as a 1" (25 mm) wide "L"-shaped end post or a 2" (51 mm) wide "T"-shaped common post.



End Angle "L"



Intermediate "T"



**Front Bases** Optional front bases provide an attractive, finished look.



**Aesthetic Flexibility** Optional end-panels are available in laminates, wood veneers and metal finishes, creating a designer appearance.



# CANTILEVER RACK SYSTEM

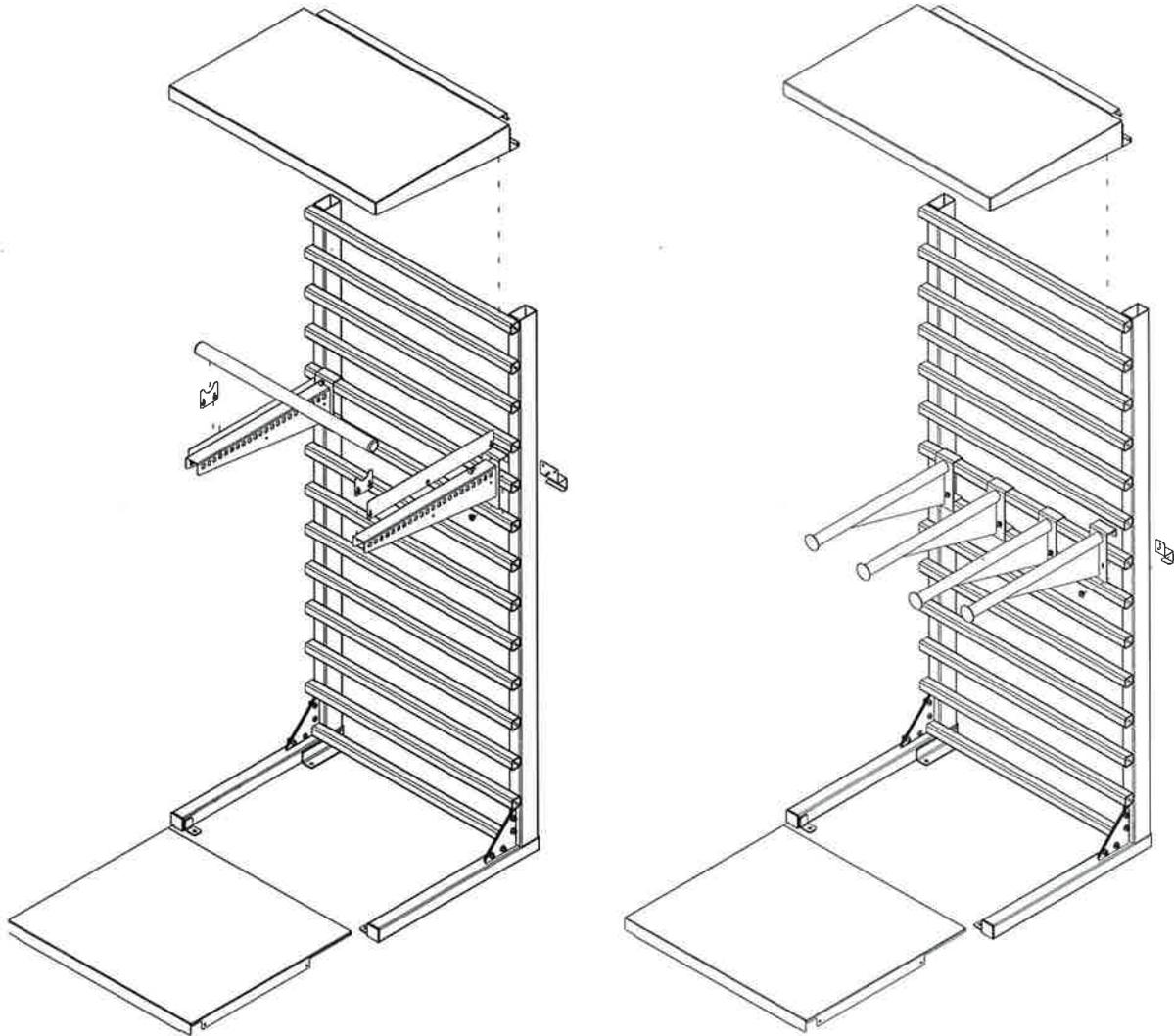


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## INTRODUCTION

While the uses of Spacesaver’s cantilever rack system vary widely, the underlying principle is the same: we’ve engineered the sturdiest frame and accessories on the market to keep items organized and protected. Engineered and manufactured in the USA and backed up by our nationwide distribution network, Spacesaver’s cantilever rack system will provide years of reliable operation.

## FEATURES



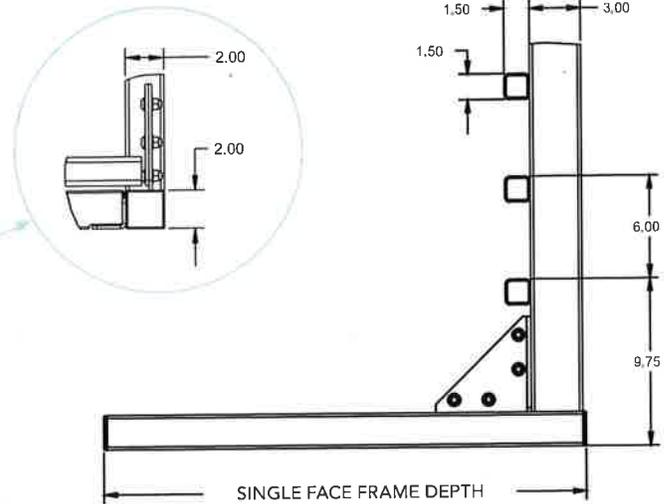
### CANTILEVER RACK SYSTEM

- Easy adjustability
  - » Adjustable on 6" increments vertically
  - » Arms infinitely adjustable within the clear width across horizontal frame supports (overall width - 4")
- Cantilever rack designed to allow attachment to floor, wall, or compact mobile system
- Infinite configurability; mix and match shelves with textile/parachute arms
- Textile and parachute arms are securely held in place by a thumb nut, eliminating the need to use tools
- All materials used in the fabrication of the Cantilever Rack are "non-reactive", preventing degradation of the stored materials
- All corners are rounded and all exposed edges are meticulously deburred to prevent snagging or puncturing of stored materials
- Single and double face units available
- Canopy Top and shelves are interchangeable
- Organized storage solution provides optimum storage density and efficiency
- Engineered and manufactured in the USA

## CANTILEVER RACK FRAME DIMENSIONS



The universal frame is available in single or double face configurations and accommodates both the textile rack and parachute rack products. Horizontal frame members are spaced on 6" vertical increments and enable attachment of accessories.



- Vertical frame size: 2" x 3" x 11 gauge
- Horizontal frame size: 1.5" x 1.5" x 14 gauge
- Base frame size: 2" x 2" x 12 gauge
- Width (in.): 24 - 48 (1" increments)
- Single Face Depth (in.): 17 - 30 (1" increments)
- Double Face Depth (in.): 31 - 57 (2" increments)

### Cantilever Rack Frame Capacity Per Side (lbs.)

Rack Height (in.)	Arm Length (in.)						
	13"	15"	17"	19"	21"	23"	25"
46	2145 lb	1965 lb	1805 lb	1660 lb	1515 lb	1425 lb	1335 lb
52	2115 lb	1900 lb	1710 lb	1590 lb	1490 lb	1395 lb	1300 lb
58	1755 lb	1590 lb	1460 lb	1325 lb	1230 lb	1130 lb	1060 lb
64	1635 lb	1575 lb	1440 lb	1320 lb	1215 lb	1125 lb	1055 lb
70	1485 lb	1335 lb	1215 lb	1120 lb	1020 lb	945 lb	885 lb
76	1465 lb	1300 lb	1190 lb	1090 lb	1010 lb	940 lb	875 lb
82	1265 lb	1150 lb	1050 lb	960 lb	880 lb	825 lb	760 lb
88	1250 lb	1135 lb	1035 lb	950 lb	875 lb	805 lb	755 lb
94	1110 lb	1000 lb	915 lb	830 lb	775 lb	715 lb	665 lb
100	1035 lb	985 lb	900 lb	825 lb	760 lb	700 lb	650 lb
106	990 lb	880 lb	805 lb	740 lb	680 lb	635 lb	590 lb
112	970 lb	875 lb	800 lb	735 lb	675 lb	625 lb	585 lb
118	885 lb	800 lb	725 lb	660 lb	605 lb	565 lb	530 lb
124	880 lb	790 lb	720 lb	665 lb	600 lb	560 lb	520 lb
130	800 lb	725 lb	660 lb	605 lb	555 lb	515 lb	475 lb
136	795 lb	715 lb	650 lb	600 lb	550 lb	510 lb	470 lb

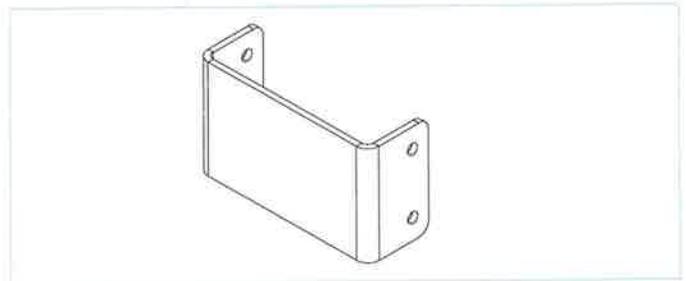
- For double face racks, frame depth to remain equal for each side.
- Quantity of horizontal frame members is dependent on the height of the frame.
- Plastic finishing end caps, 1.5" square (CRACENDCAP) provided for horizontal frame members with open ends.
- Cantilever Rack Wall Anchor Bracket (CRACWAB) is used to mount single face frame to a wall.
  - » Quantity of 1 bracket per vertical frame member for every 36" of frame height
- Cantilever Rack Frame Linkage Bracket (CRACFLB) is used for joining two frames together.

- » Quantity of 1 bracket used for every 36" of frame height.
- » For example, a 46" frame height will use a quantity of 1 bracket. A 112" frame height will use a quantity of 3 brackets.
- Cantilever Rack End Panel Brackets (CRACEPBDDSF for single face racks or CRACEPBDDDF for double face racks) are used for attaching end panels to Cantilever Rack frames.
  - » End panel bracket depth takes the depth of the Cantilever Rack frame.
  - » Quantity of 1 bracket used for every 36" of frame height.

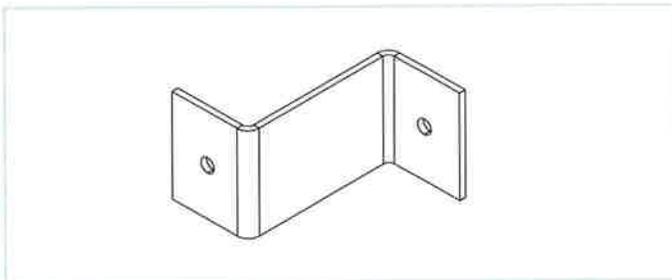
**PLASTIC FINISHING END CAPS**



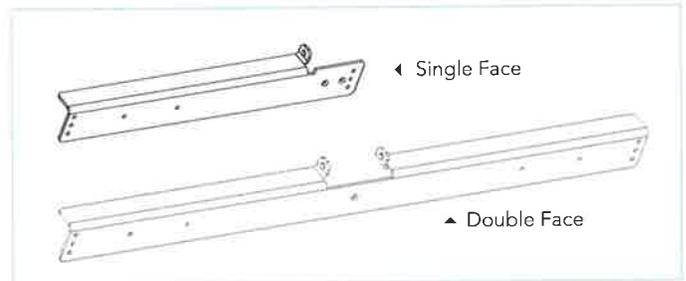
**CANTILEVER RACK FRAME LINKAGE BRACKET**



**CANTILEVER RACK FRAME WALL ANCHOR BRACKET**



**CANTILEVER RACK FRAME END PANEL BRACKET**



**Cantilever Rack Frame - SINGLE FACE (CRACWDDHHHSF)**

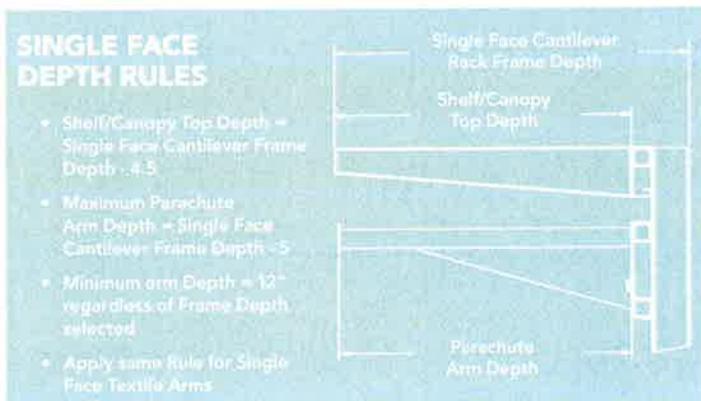
Height (in.)	46	52	58	64	70	76	82	88	94	100	106	112	118	124	130	136
Qty. of Horizontal Members	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23

**Cantilever Rack Frame - DOUBLE FACE (CRACWDDHHHDF)**

Height (in.)	46	52	58	64	70	76	82	88	94	100	106	112	118	124	130	136
Qty. of Horizontal Members	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46

## PARACHUTE ARM DIMENSIONS

- Sold in units of one
- Adjustable vertically in 6" increments
- Infinitely adjustable within the clear width across horizontal frame supports (overall width - 4")
- Solid steel end of parachute arm allows for labeling and cycling of parachutes
- 1.5" outside diameter, steel construction
- Parachute arm is 16 gauge. Hook that is welded to the arm for attachment to the horizontal member is 11 gauge
- Included with each parachute arm is (1) clamp and (1) thumb nut that secures the parachute arm in place along the horizontal frame member to eliminate the need for tools
- Each arm rated to withstand a parachute weighing up to 90 lbs (tandem parachutes can weigh this much when packed with gear, but the typical parachute that will be hung on the rack is the RA-1 weighing up to 65 lbs.)



Cantilever Rack Frame (Single Face)	Parachute Arm (Single Face)
CRACWDDHHHSF	CRACPARARMDD
Depth (in.)	Depth (in.)
17	12
18	12 - 13
19	12 - 14
20	12 - 15
21	12 - 16
22	12 - 17
23	12 - 18
24	12 - 19
25	12 - 20
26	12 - 21
27	12 - 22
28	12 - 23
29	12 - 24
30	12 - 25

Cantilever Rack Frame (Double Face)	Parachute Arm (Double Face)
CRACWDDHHHDF	CRACPARARMDD
Depth (in.)	Depth (in.)
31	12
33	12 - 13
35	12 - 14
37	12 - 15
39	12 - 16
41	12 - 17
43	12 - 18
45	12 - 19
47	12 - 20
49	12 - 21
51	12 - 22
53	12 - 23
55	12 - 24
57	12 - 25

- Depth - 12" to 25" in 1" increments
- The maximum parachute arm depth is dependent on the cantilever rack frame depth selected.
  - » Single-face example: a 30" deep single-face frame will by default use 25" long parachute arms, but will allow for lengths down to the minimum arm length of 12".
  - » Double-face example: a 57" deep double-face frame will by default use 25" long parachute arms, but will allow for lengths down to the minimum arm length of 12".

## TEXTILE ARM DIMENSIONS



- Adjustable vertically in 6" increments
- Infinitely adjustable within the clear width across horizontal frame supports (overall width - 4")
- Textile arm is 14 gauge. Hook that is welded to the arm for attachment to the horizontal member is 11 gauge.
- Included with each textile arm is (1) clamp and (1) thumb nut that secures the textile arm in place along the horizontal frame member eliminating any snag hazards. No tools required for assemble
- Each arm rated to withstand 100 lb. capacity under evenly distributed loads
- Each textile arm also includes (1) full length bracket that attaches to the outside of each textile arm. This bracket stops the textile roll insert from sliding off the textile arms.

### Cantilever Rack Frame (Single Face)

CRACWWDDHHHSF

### Textile Arm (Single Face)

CRACXTARMDD

Depth (in.)

17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30

Depth (in.)

12  
12 - 13  
12 - 14  
12 - 15  
12 - 16  
12 - 17  
12 - 18  
12 - 19  
12 - 20  
12 - 21  
12 - 22  
12 - 23  
12 - 24  
12 - 25

### Cantilever Rack Frame (Double Face)

CRACWWDDHHDF

### Textile Arm (Double Face)

CRACXTARMDD

Depth (in.)

31  
33  
35  
37  
39  
41  
43  
45  
47  
49  
51  
53  
55  
57

Depth (in.)

12  
12 - 13  
12 - 14  
12 - 15  
12 - 16  
12 - 17  
12 - 18  
12 - 19  
12 - 20  
12 - 21  
12 - 22  
12 - 23  
12 - 24  
12 - 25

### DOUBLE FACE DEPTH RULES



- Maximum Textile Arm Depth = (Double Face Cantilever Frame Depth - 7/2)
- Minimum arm Depth = 12" regardless of frame depth selected
- Apply same Rule for Double Face Parachute Arms

- Depth - 12" to 25" in 1" increments
- The maximum textile arm depth is dependent on the cantilever rack frame depth selected.
  - » Single-face example: a 24" deep single-face frame will by default use 19" long textile arms, but will allow for lengths down to the minimum arm length of 12".
  - » Double-face example: a 45" deep double-face frame will by default use 19" long textile arms, but will allow for lengths down to the minimum arm length of 12".

## TEXTILE ROLL INSERT DIMENSIONS

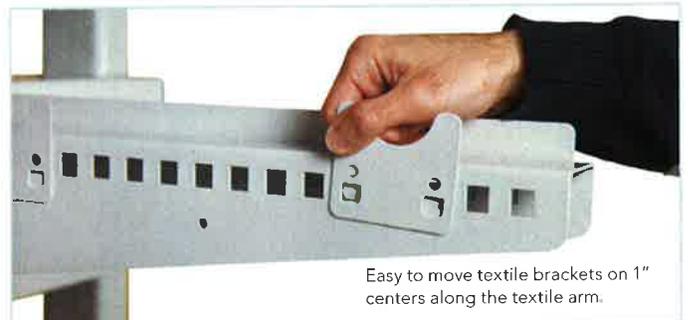
- Textile roll inserts are supported on each end by (2) textile arms. Each textile roll insert sits on (2) textile brackets, which are adjustable on 1" centers front to back along the textile arm.
- » (2) Textile brackets are included with each textile roll insert.
- » (2) Plastic finishing plugs are included with each textile roll insert to cover the open ends.
- 1.75" outside diameter, steel construction
- 16 gauge steel
- Minimum length to be 18" (minimum frame width of 24" minus 6" from the vertical frame and brackets)

- Maximum textile roll insert length to be 120".
- Each textile roll insert rated to withstand 100 lbs. under evenly distributed loads.
- Configurable in 1" increments. To accommodate textile roll lengths of all sizes.
- Clearance based on where the inside brackets interface with the textile roll inserts. Recommended that customer size up the textile roll insert length a minimum of 4" greater than the customer's textile tubing length.
- To protect stored items from potential damage, the textile roll insert sits on the textile arms, not the customer's textile tubing

### Textile Roll Insert CRACTXTINSRTLLL

Length (in.)

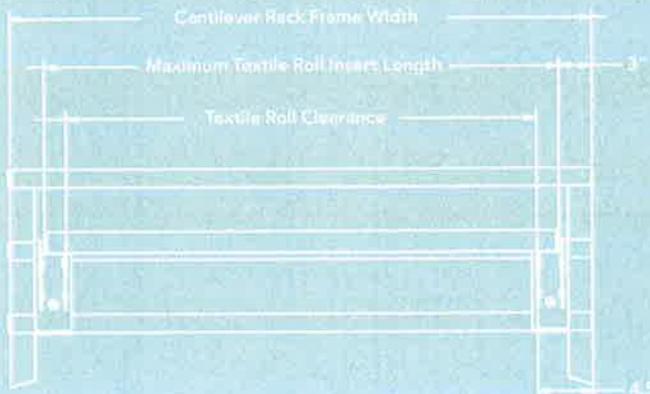
18" - 120" (1" increments)



Easy to move textile brackets on 1" centers along the textile arm.



### TEXTILE ROLL INSERT LENGTH RULES



- Maximum Textile Roll Insert Length = Cantilever Rack Frame Width - 6
- Textile Roll Clearance = Cantilever Rack Frame Width - 10

EXAMPLE ▶



## SHELF & CANOPY TOP DIMENSIONS

- Shelf and canopy top are the same universal part.
- Shelf is used to create a canopy top when placed on the top-most horizontal frame member.
- Shelf/canopy top depths are available in the size range listed below in 1" increments.
- 16 gauge steel
- Shelf/canopy top width will take the full width of the frame selected
- Shelf/canopy top will default to a maximum depth based on the frame depth selected, but allow for smaller depths down to 12.5".
  - » For example, a 48" wide x 24" deep single face rack and a 48" wide x 45" deep double face rack will use a shelf/canopy top width of 48" and a shelf/canopy top depth that ranges from a minimum of 12.5" up to a maximum of 19.5".
- Double face racks that use a canopy top will also use a canopy top filler (CRACCNPYCVRWW) to close the gap between horizontal frame members. Canopy top filler will take the same width as the canopy top.



Load Capacity (lbs.)	150 under evenly distributed loads
Width (in.)	24 - 48 (1" increments)
Depth (in.)	12.5 - 25.5 (1" increments)

Cantilever Rack Frame (Single Face) CRACWWDDHHHSF	Shelf/Canopy Top (Single Face) CRACSHLFWWDDD	Cantilever Rack Frame (Double Face) CRACWWDDHHHDF	Shelf/Canopy Top (Double Face) CRACSHLFWWDDD
Depth (in.)	Depth (in.)	Depth (in.)	Depth (in.)
17	12.5	31	12.5
18	12.5 - 13.5	33	12.5 - 13.5
19	12.5 - 14.5	35	12.5 - 14.5
20	12.5 - 15.5	37	12.5 - 15.5
21	12.5 - 16.5	39	12.5 - 16.5
22	12.5 - 17.5	41	12.5 - 17.5
23	12.5 - 18.5	43	12.5 - 18.5
24	12.5 - 19.5	45	12.5 - 19.5
25	12.5 - 20.5	47	12.5 - 20.5
26	12.5 - 21.5	49	12.5 - 21.5
27	12.5 - 22.5	51	12.5 - 22.5
28	12.5 - 23.5	53	12.5 - 23.5
29	12.5 - 24.5	55	12.5 - 24.5
30	12.5 - 25.5	57	12.5 - 25.5

## BASE COVER DIMENSIONS

- 18 gauge steel
- Drop in cover, no hardware required
- (1) base cover used with single face racks. (2) base covers used with double face racks.
- For single face racks, base cover width and depth will use the same width and depth as the frame selected.
- For double face racks, base cover width will use the same width as the frame selected. Double face base cover depth = frame depth/2.

**NOTE:** In Configura, base cover automatically places with frame, but is a separate part that can be removed.

Width (in.)	24 - 48 (1" increments)
Single Face Depth (in.)	17 - 30 (1" increments)
Double Face Depth (in.)	15.5 - 28.5 (1" increments)



Cantilever Rack Frame (Single Face) CRACWDDHHHSF	Base Cover (Single Face) CRACBCVRWWDDSF
Depth (in.)	Depth (in.)
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30

Cantilever Rack Frame (Double Face) CRACWDDHHHDF	Base Cover (Double Face) CRACBCVRWWDDDF
Depth (in.)	Depth (in.)
31	15.5
33	16.5
35	17.5
37	18.5
39	19.5
41	20.5
43	21.5
45	22.5
47	23.5
49	24.5
51	25.5
53	26.5
55	27.5
57	28.5

## PART NUMBER REFERENCE

### CANTILEVER RACK FRAME

Single Face  
CRACWWDDHHHSF

Double Face  
CRACWWDDHHHDF

CRAC = Cantilever Rack Frame  
WW = Width  
DD = Depth  
HHH = Height  
SF = Single Face  
DF = Double Face

Plastic Finishing End Caps  
CRACENDCAP

Wall Anchor Bracket  
CRACWAB

Frame Linkage Bracket  
CRACFLB

End Panel Brackets Single Face  
CRACEPBDDSF

End Panel Brackets Double Face  
CRACEPBDDDF

### PARACHUTE ARM

CRACPARARMDD

CRAC = Cantilever Rack Frame  
PARARM = Parachute arm  
DD = Depth

### TEXTILE ARM

CRACXTARMDD

CRAC = Cantilever Rack Frame  
TXTARM = Textile arm  
DD = Depth

### TEXTILE ROLL INSERT

CRACXTINSRTLLL

CRAC = Cantilever Rack Frame  
XTINSRT = Textile Roll Insert  
LLL = Length

### SHELF & CANOPY TOP

CRACSHLFWWDDD

CRAC = Cantilever Rack Frame  
SHLF = Shelf & Canopy Top  
WW = Width  
DDD = Depth

### BASE COVER

Single Face  
CRACBCVRWWDDSF

Double Face  
CRACBCVRWWDDDF

CRAC = Cantilever Rack Frame  
BCVR = Base Cover  
WW = Width  
DD = Depth  
DDD = Depth  
SF = Single Face  
DF = Double Face

# Flexible Organization and Security

S p a c e s a v e r ® S t o r a g e S y s t e m s

MODULAR DRAWERS  
AND DOORS



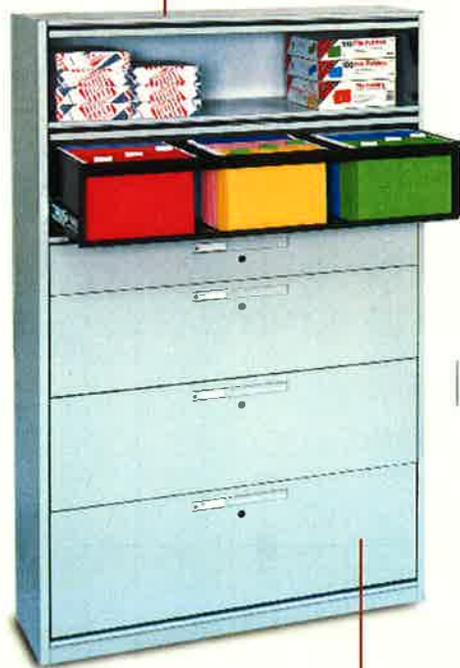
# Flexible Organization and Security

## MODULAR DRAWERS AND DOORS

### Spacesaver® Storage Systems

Spacesaver Modular Drawer and Receding Door Systems combine the accessibility and security of filing cabinets with the space efficiency of open shelf filing above chest height to store more materials per square foot of floor space. Double your storage capacity by using Modular Drawer and Door Systems on Spacesaver high-density mobile storage systems.

**Aesthetics** – To complement the aesthetics of any interior environment, drawer and door fronts come in a choice of 10 standard Spacesaver powder coat colors. Custom colors also available.

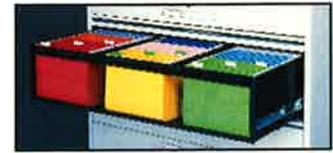


**Total Flexibility** – Select any component today and have the freedom to change, add to, or reconfigure in the future. Sections are available in several heights and widths. Receding doors are available in 16 standard sizes. Modular storage drawers are available in 32 standard sizes. Adjustable in 1-1/2" (38 mm) increments, Modular Drawer and Door Systems can be configured to your exact requirements.

**Modularity** – Spacesaver Modular Drawer and Door Systems make an infinite number of storage solutions possible. When your needs change, all components (comprised of amazingly few parts) are easily reconfigurable.



**Controlled Access** – For the security of all stored materials, keyed locks are standard on all drawers and receding doors. Locks may be keyed alike or different, or no locks, depending on your access requirements.



Versatile roll-out interior drawers may be configured for top-tab hanging folders or for side-tab folders. Combine the roll-out interior drawers with an optional receding doors for added security.



Receding doors aesthetically maintain security for materials on open shelving. In the full-open position, binders, office supplies or sensitive files are fully accessible with the door receding neatly and completely into the shelving.



Combine the security of a lateral file cabinet with the space efficiency and convenience of office shelving, while maintaining aesthetics with our closed file drawer.



Modular storage drawers can store virtually anything with full accessibility. Adjustable (optional) bottom dividers keep drawer contents organized.

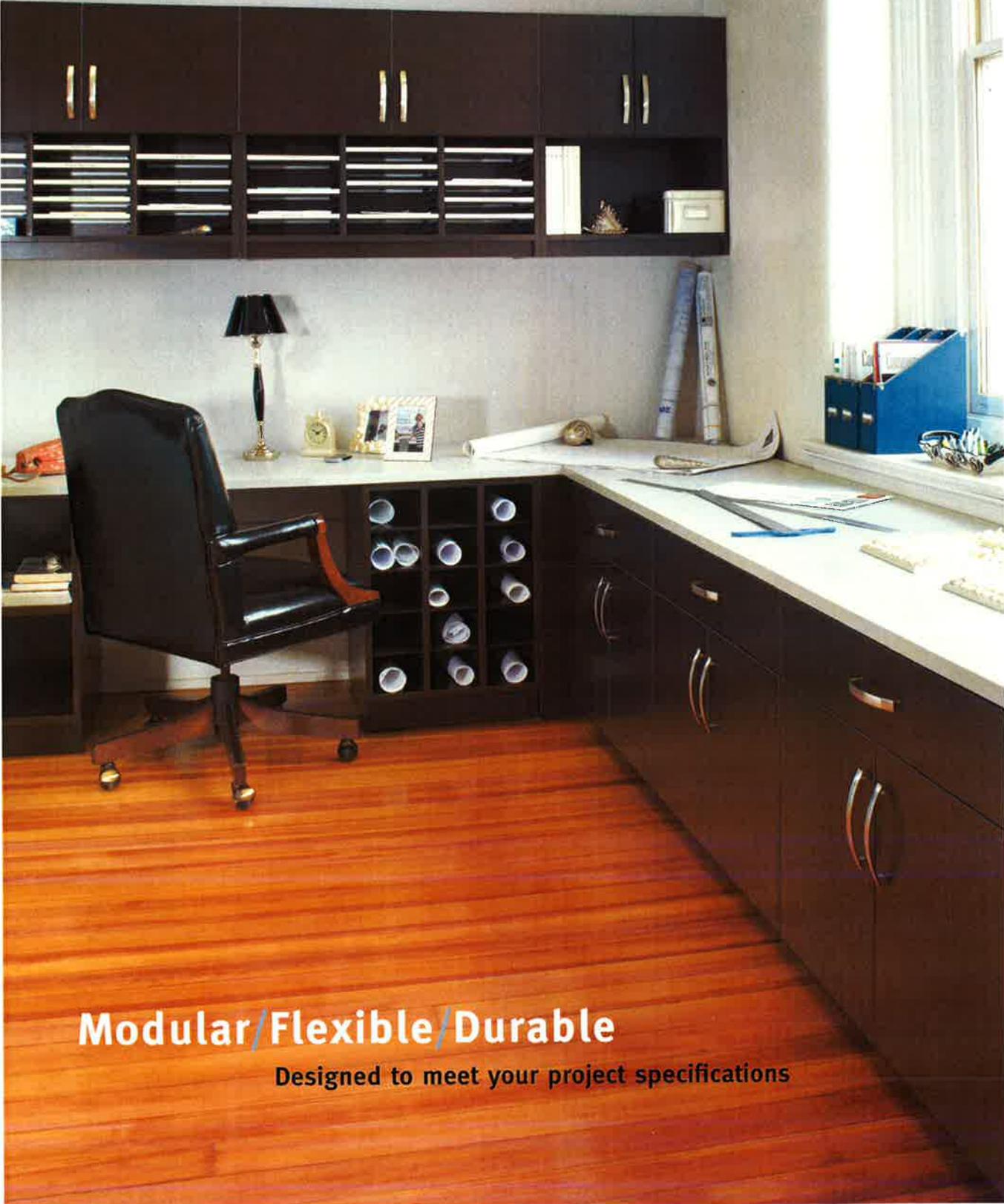


Spacesaver Corporation  
1450 Janesville Avenue  
Fort Atkinson, WI 53538-2798  
1-800-492-3434  
www.spacesaver.com



KI  
1330 Bellevue Street  
P.O. Box 8100  
Green Bay, WI 54302-8100  
1-800-424-2432  
www.ki.com

# modular Caseworks



**Modular/Flexible/Durable**

Designed to meet your project specifications



Quality, concealed 110 degree hinge with and without soft close are invisible from the outside of the cabinet for a smooth, uninterrupted door aesthetic. Other options offered are the 5 knuckle and 270 degree hinge.



Hamilton's unique shelving systems provides shelf adjustability in 1" increments.

Shelves feature full width, color coded labeling for quick, accurate sorting.



Our easy-to-install, rail-mounted wall cabinets provide precise height and depth adjustment for clean installation and the look of custom millwork.



Leveling system assures perfect alignment of modular components. Laminate, powder coated steel and stainless steel kick plate options are available.



Choose from our selection of standard handles, or we can match your custom specifications.



We seal all edges with resistant PVC for durability and no exposed edges.



SG

BK

BD

WE

WD

BM

WI

BI



es with impact-  
durability; there are  
on our casegoods.

Full-extension ball-bearing slides provide a lifetime of smooth operation. Other drawer slide selections include durable under mount and under mount with soft close.

BH



### **Modular/Flexible/Durable . . . easy to specify**

Use our Specification Guide to easily select a standard cabinet design and dimensions, or tell us your specifications and our Project Management Team will work with you to create the exact solution that meets your requirements. modularCaseworks' ready-to-install manufacturing techniques minimize on-site installation time and disruption.



COURTESY OF HAMILTON'S CASEWORKS

**BJ**



**BA**



**WA**



**Modular Flexible Durable . . . lifetime warranty**

Hamilton's computer aided design and manufacturing (CAD/CAM) combine with the experience of our dedicated craftsmen to create the aesthetic and cost-effective solutions that assure a project's success.

All modular **Caseworks** come with a Lifetime Warranty.



©2007 Simmons Photography here and on preceding pages

WF



BL



BE



WJ



**Modular/Flexible/Durable . . . organized**

Our adjustable shelf and organizing modules are easily integrated with our cabinet solutions to meet the specific storage and accessibility requirements of any activity. Adjustability on 1" increments easily facilitates expansion and contraction of shelf capacity, eliminating wasted space between shelves.



- 42" Wide Span Shelving
- 36" Wide Span Shelving
- 24"D System Shelving
- 16"D System Shelving
- System Art Rack
- 24"D Cantilever Shelving
- 24"D Stationary Shelving
- 18"D Stationary Shelving
- 16"D Stationary Shelving
- 12"D Stationary Shelving
- 24"D Island Shelving
- Hamilton Casework

Filing Capacity	
531	
Actual LFI	18 040"
Nominal LFI	18 864"
Actual LFF	1503'4"
Nominal LFF	1572 0"
<input checked="" type="checkbox"/> Include Existing	



Project Name: City Of Kingsport: Archives

Salesperson:  
BERTINI, SCOTT

Scale  
3/16" = 1'

Rev level:  
5B

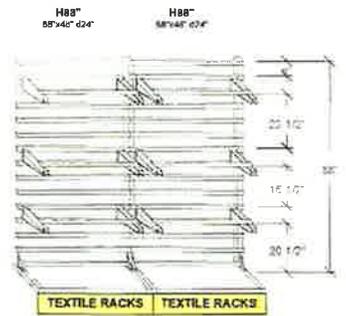
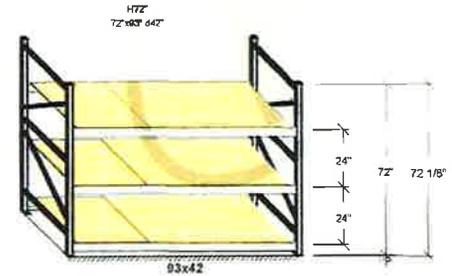
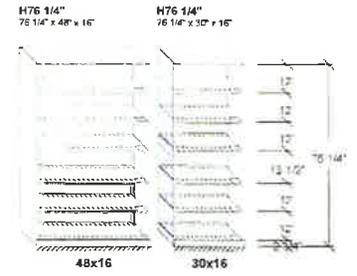
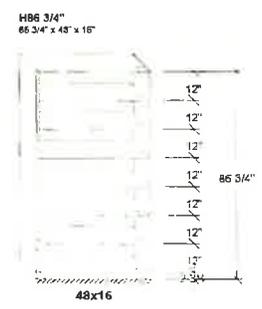
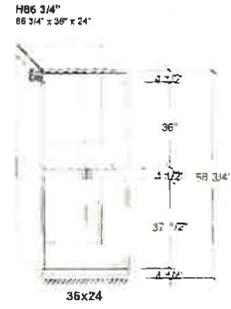
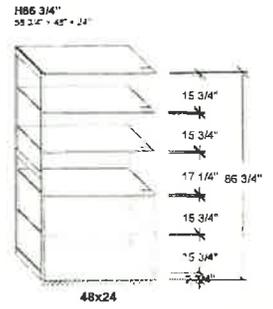
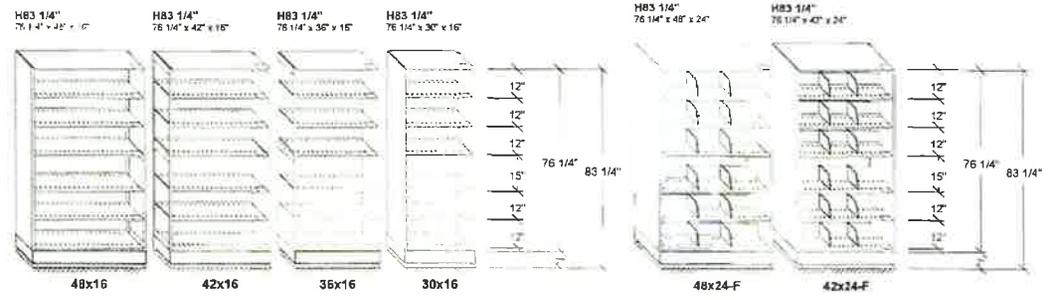
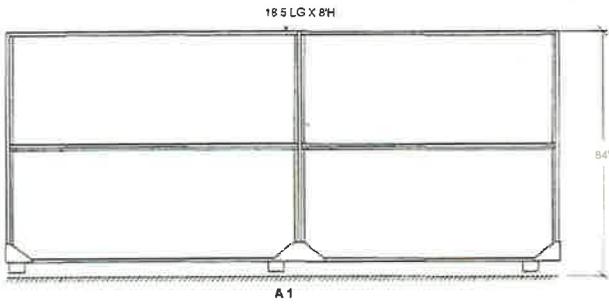
Project #:  
320372-1A  
Drawn by:  
E. RIENDEAU  
Date Printed:  
06/25/2021

APPROVAL  
This drawing Approved By  
\_\_\_\_\_  
Dated \_\_\_\_\_

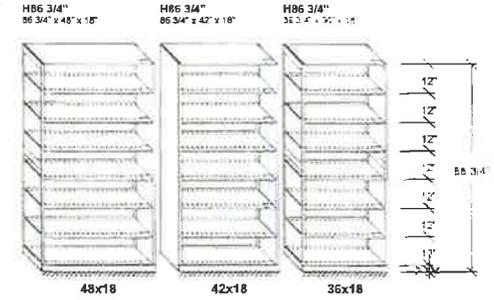
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531



539



Project Name: City Of Kingsport: Archives

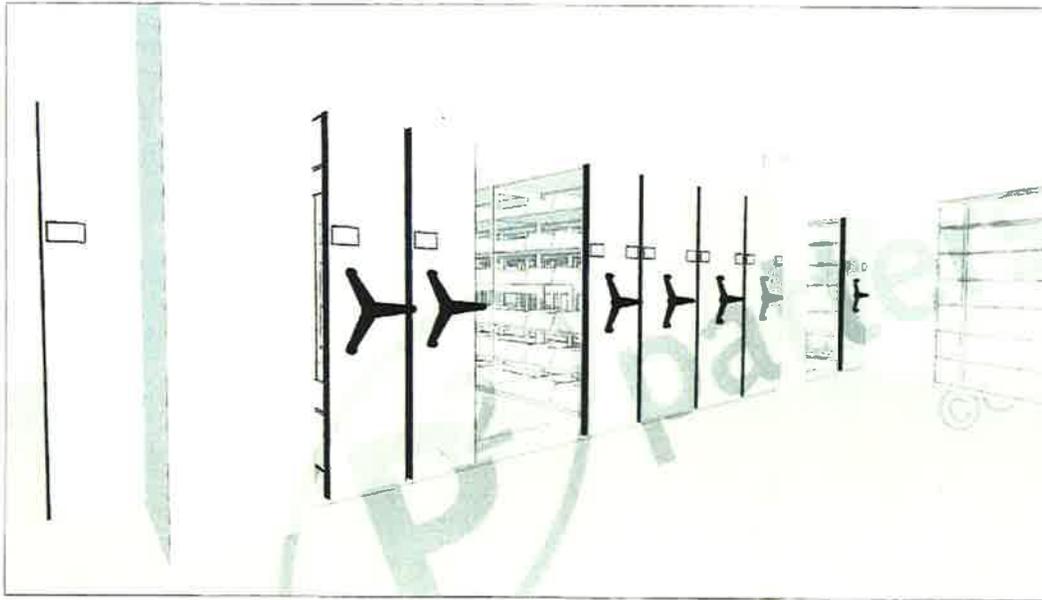
Salesperson:  
BERTINI, SCOTT

Scale  
1/4" = 1'

Rev level  
5B

Project #:  
320372 1A  
Drawn by:  
E. RIENDEAU  
Date Printed:  
06/25/2021

APPROVAL  
This drawing Approved By:  
\_\_\_\_\_  
Dated: \_\_\_\_\_



System Weight Summary Report A		
Total media weight	24,612.00 lbs	
Total equipment weight	8,695.10 lbs	
Total picklist weight	0.00 lbs	
Total aisle weight (15 lbs/ft <sup>2</sup> )	859.36 lbs	
Total system (media, equipment and aisle) weight	35,566.46 lbs	
Total Foot-Print area	372.59 ft <sup>2</sup>	
Total weight load per square foot (avg unit load)	95.46 lbs/ft <sup>2</sup>	
Maximum Deflection Allowed is:	L/700	
Weight load (line load*) under front rail	6,803.84 lbs	380.18 lbs/ft
Weight load (line load*) under rail no. 2	7,942.08 lbs	455.46 lbs/ft
Weight load (line load*) under rail no. 3	7,942.08 lbs	455.46 lbs/ft
Weight load (line load*) under back rail	6,242.69 lbs	358.00 lbs/ft
*Line Load calculations do not include weight of adjacent static shelving, floor, ramp, or aisles		

System Weight Summary Report B		
Total media weight	4,512.00 lbs	
Total equipment weight	2,332.60 lbs	
Total picklist weight	0.00 lbs	
Total aisle weight (15 lbs/ft <sup>2</sup> )	559.36 lbs	
Total system (media, equipment and aisle) weight	7,403.96 lbs	
Total Foot-Print area	86.91 ft <sup>2</sup>	
Total weight load per square foot (avg unit load)	85.19 lbs/ft <sup>2</sup>	
Maximum Deflection Allowed is:	L/700	
Weight load (line load*) under front rail	1,272.76 lbs	195.54 lbs/ft
Weight load (line load*) under rail no. 2	2,447.18 lbs	269.25 lbs/ft
Weight load (line load*) under rail no. 3	1,985.97 lbs	216.30 lbs/ft
Weight load (line load*) under back rail	729.67 lbs	112.13 lbs/ft
*Line Load calculations do not include weight of adjacent static shelving, floor, ramp, or aisles		



Project Name: City Of Kingsport: Archives

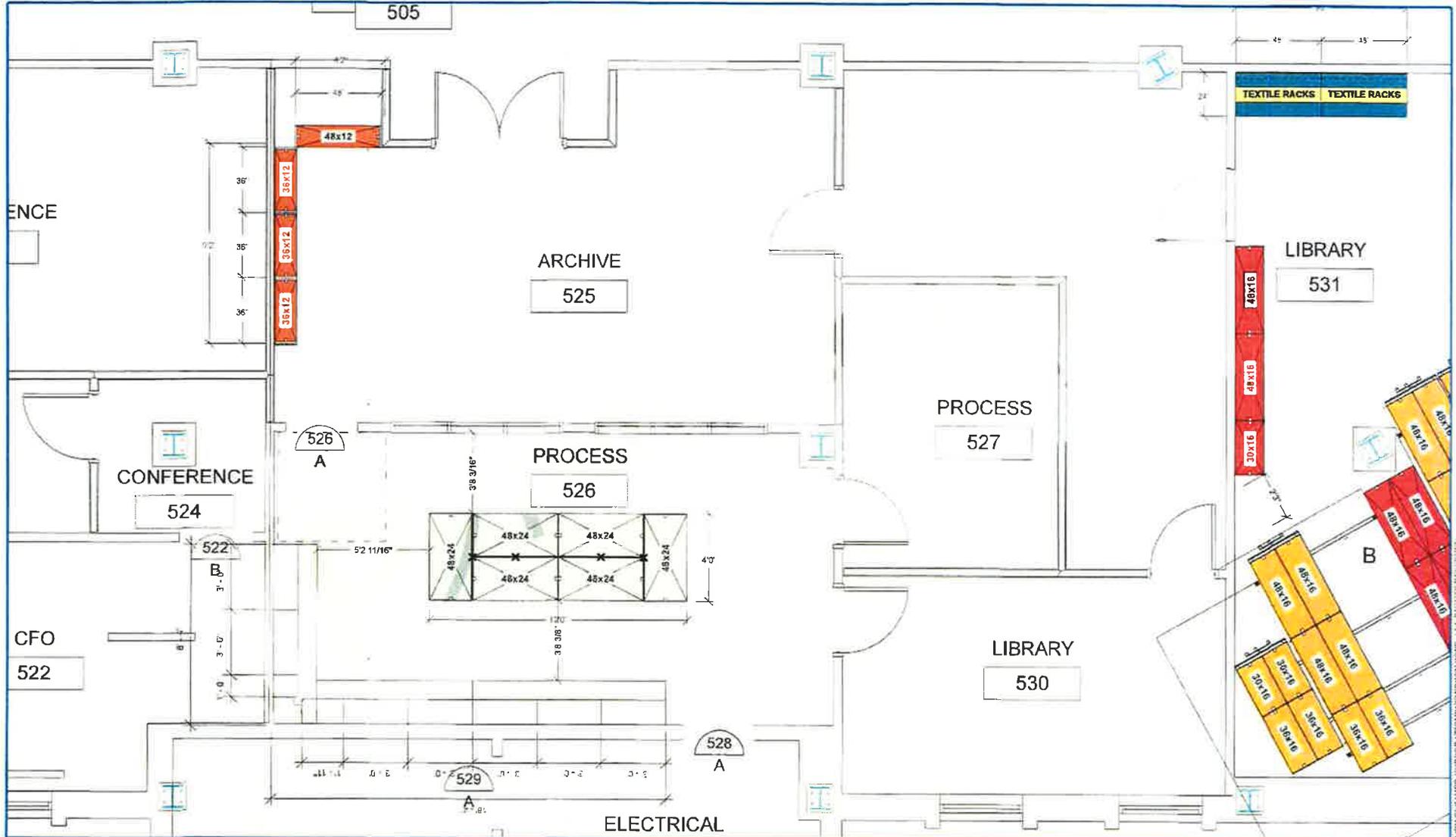
Salesperson:  
BERTINI, SCOTT

Scale  
1/4" = 1'

Rev level:  
5B

Project #:  
320372 1A  
Drawn by:  
E. RIENDEAU  
Date Printed:  
06/25/2021

APPROVAL  
This drawing Approved By  
\_\_\_\_\_  
Dated: \_\_\_\_\_



Project Name: City Of Kingsport: Archives

Salesperson:  
BERTINI, SCOTT

Scale  
1/4" = 1'

Rev level  
5B

Project #:  
320372 1A  
Drawn by:  
E. RIENDEAU  
Date Printed  
06/25/2021

APPROVAL  
This drawing Approved By:  
\_\_\_\_\_  
Dated: \_\_\_\_\_





**AGENDA ACTION FORM**

**Accept a Donation of Ereaders for the Library**

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

Action Form No.: AF-307-2021  
Work Session: November 1, 2021  
First Reading: NA  
Final Adoption: November 2, 2021  
Staff Work By: Chris Markley  
Presentation By: M. Borders

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
The Friends of the Kingsport Public Library received a donation of 36 Kobu ereaders and 37 cases for the ereaders from United Way of Greater Kingsport to be donated to the Library. The purpose of the donation is to support literacy activities at aftercare programs in Kingsport. The value of the donation is \$4,340.00. The Library respectfully requests that the donations are accepted.

**Attachments:**  
1. Resolution

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: *an*

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

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

A RESOLUTION ACCEPTING A DONATION OF E-READERS  
FROM THE FRIENDS OF THE KINGSPORT PUBLIC LIBRARY

WHEREAS, the Friends of the Kingsport Public Library, has received a donation from the United Way of Greater Kingsport of 36 e-readers and 37 cases for the e-readers; and

WHEREAS, the Friends of the Kingsport Public Library desires to donate the 36 e-readers and 37 e-reader cases to the Kingsport Public Library; and

WHEREAS, the purpose of the donation is to support literacy activities at aftercare programs in Kingsport; and

WHEREAS, the value of the donation is \$4,340.00.

Now therefore,

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

SECTION I. That the donation to the city from the Friends of the Kingsport Public Library of 36 Kobu e-readers and 37 cases for the e-readers, in the estimated amount of \$4,340.00, is accepted.

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

ADOPTED this the 2nd day of November, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



AGENDA ACTION FORM

**Award Furniture Purchase for New Fire Training Ground Facility Utilizing Sourcewell Cooperative Purchasing Agreement**

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

Action Form No.: AF-308-2021  
Work Session: November 1, 2021  
First Reading: NA

Final Adoption: November 2, 2021  
Staff Work By: Committee  
Presentation By: S. Boyd

**Recommendation:**

Approve the Resolution

**Executive Summary:**

The new fire training ground is nearing completion and the Project Manager recommends moving forward with the furniture purchase in order to coordinate furniture installation to coincide with the opening. The City has received a quote from Workspace Interiors, who is the authorized Steel Case Distributor for our area, in the amount of \$54,508.19 for furnishings for the fire training ground facilities.

The Sourcewell Cooperative Purchasing Contract # is 031715-STI for these steel case items. Since the City participates in this cooperative purchasing agreement we do not have to bid these items out as that has already been coordinated by a lead public agency.

Funding is identified in project # GP2003.

**Attachments:**

- 1. Resolution
- 2. Quote

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: *MC*

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

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

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
A PURCHASE ORDER TO SOURCEWELL COOPERATIVE  
PURCHASING FOR FURNITURE FOR THE NEW FIRE TRAINING  
GROUND FACILITY

WHEREAS, staff recommends the purchase of furniture for the new fire training facility utilizing Sourcewell Cooperative Purchasing Agreement #031715-STI for use by Kingsport Fire Department; and

WHEREAS, the city participates in the Sourcewell Cooperative Purchasing Contract; and

WHEREAS, Tennessee Code Annotated section 12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of goods; and

WHEREAS, in order to purchase the goods under the terms of the Sourcewell Cooperative Purchasing Contract, a purchase order needs to be issued to Workspace Interiors, in the amount of \$54,508.19; and

WHEREAS, funding for this equipment is available in project # GP2003.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Workspace Interiors for furniture for the new fire training facility utilizing Sourcewell Cooperative Purchasing Agreement #031715-STI1 for use by Kingsport Fire Department in the amount of \$54,508.19.

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 2nd day of November, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



KINGSPORT TN  
 200 e main street ste 300 | kingsport tn 37660  
 KNOXVILLE TN  
 2620 middlebrook pike | ste 104 | knoxville tn 37921  
 MEMPHIS TN  
 po box 809 | kingsport tn 37662  
 423.392.2600 • 423.392.3601 • www.workspaceinteriors.com

**Quotation 34975**  
**Quote Date 10/18/21**  
**Customer KIN011**  
**Terms 30 Days Upon Receipt**  
**Account Representative REBECCA SHELTON**

**Quote To**

Accounts Payable Dept.  
 City of Kingsport  
 225 W CENTER ST  
 Kingsport TN 37660-4285

**Ship To**

Accounts Payable Dept.  
 City of Kingsport  
 225 W CENTER ST  
 Kingsport TN 37660-4285

Phone +1 (423) 229-9419

Phone +1 (423) 229-9419

Sales Location CORPORATE OFFICE

Kingsport Fire Department budget

Quotation is valid for 30 days or until November 12th price adjustment.

**\*\* Sourcwell Contract #121919-STI & 121919-OFS \*\***

As you review your quotation, please be advised that the commercial interiors industry is experiencing disruptive supply chain issues, labor availability challenges and commodity shortages such as lumber, steel, resins, microchips and adhesives.

This could extend the lead times or delivery of your order.

We are proactively bringing this to your attention to keep you informed and to help you make business decisions to adjust your orders or projects as needed.

As always, you can contact your WSI representative with questions and guidance as you proceed.

Description	Quantity	Unit Price	Extended Price
<b>OFFICE 113 &amp; 114</b>			
1 CRDSK - Desk DEPTH: 30.00000 WIDTH: 72.00000 SUPPORT - RIGHT: BOX/BOX/FILE PEDESTAL SUPPORT - LEFT: FULL DEPTH END PANEL COUNTERWEIGHT: WITH COUNTERWEIGHT MODESTY PANEL: FULL WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL) HEADSET FINISH: WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL) TOP SURFACE FINISH: WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT	1	955.75	955.75

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



TRI-CITIES TN  
200 e main street | ste 300 | kingsport tn 37660  
KNOXVILLE, TN  
2520 Middlebrook pike | ste 104 | Knoxville tn 37921  
PO BOX 309 | kingsport tn 37662  
423.392.2600 | f 423.392.2601 | www.workspaceinteriors.com

Quotation 34975  
Page 2 / 10 (cont'd)

Description	Quantity	Unit Price	Extended Price
<b>1 PULL OPTION: CONTEMPORARY PULL</b> <b>PULL FINISH: POLISHED CHROME 9201 - POLISHED CHROME</b> <b>LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME</b> <b>KEYS: KEY PLUG</b> <b>STEELCASE</b> <b>Tag For Office</b>			
<b>2 CRDSK - Desk</b> <b>DEPTH: 30.00000</b> <b>WIDTH: 72.00000</b> <b>SUPPORT - RIGHT: FULL DEPTH END PANEL</b> <b>SUPPORT - LEFT: BOX/BOX/FILE PEDESTAL</b> <b>COUNTERWEIGHT: WITH COUNTERWEIGHT</b> <b>MODESTY PANEL: FULL</b> <b>WORKSURFACE THICKNESS: 1.12500</b> <b>CASE FINISH: WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL)</b> <b>HEADSET FINISH: WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL)</b> <b>TOP SURFACE FINISH: WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL)</b> <b>EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT</b> <b>PULL OPTION: CONTEMPORARY PULL</b> <b>PULL FINISH: POLISHED CHROME 9201 - POLISHED CHROME</b> <b>LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME</b> <b>KEYS: KEY PLUG</b> <b>STEELCASE</b> <b>Tag For Office</b>	1	955.75	955.75
<b>3 CRDSK - Desk</b> <b>DEPTH: 24.00000</b> <b>WIDTH: 72.00000</b> <b>SUPPORT - RIGHT: FULL DEPTH END PANEL</b> <b>SUPPORT - LEFT: FULL DEPTH END PANEL</b> <b>MODESTY PANEL: FULL</b> <b>WORKSURFACE THICKNESS: 1.12500</b> <b>CASE FINISH: WOODGRAIN HPL 2535 - VIRGINIA</b>	2	410.39	820.78

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Description	Quantity	Unit Price	Extended Price
<p>3 WALNUT (HPL) TOP SURFACE FINISH: WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT STEELCASE Tag For Office</p>			
<p>4 CRL2H - Lateral 2 High File/File DEPTH: 22.75000 WIDTH: 30.00000 DRAWER CONFIG: FILE/FILE APPLICATION: FULL TOP: NO TOP CASE FINISH: WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL) HEADSET FINISH: WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL) PULL: CONTEMPORARY PULL PULL FINISH: POLISHED CHROME 9201 - POLISHED CHROME LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office</p>	2	754.29	1,508.58
<p>5 MGSLTRQ - Migration SE; Desk-Rectangle, T leg, Basic height SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 46.00000 OVERHANG: NO OVERHANG TOP SURFACE FINISH: WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6242 - VIRGINIA WALNUT BASE FINISH: TEXTURED PAINT 7207 - BLACK CONTROLLER: 4-PRESET CONTROLLER FOOT OPTION: MITERED EDGE STEELCASE Tag For Office</p>	2	700.32	1,400.64
<p>6 CRBK - 15" D Bookcase</p>	2	511.87	1,023.74

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Description	Quantity	Unit Price	Extended Price
<b>6</b> <b>WIDTH:</b> 36.00000 <b>HEIGHT:</b> 72.68750 <b>CASE FINISH:</b> WOODGRAIN LPL 25L5 - VIRGINIA WALNUT (LPL) STEELCASE <b>Tag For</b> Office			
<b>7</b> <b>CF600MDDP</b> - CF Series; Monitor arm-Modular, Pole, C clamp, Dynamic, Dual, CF600 application <b>BASIC:</b> 0835 BLACK <b>TILT HEAD:</b> *OPT:TILT HEAD OPTION <b>CFSTD:</b> CF SERIES STANDARD TILT HEAD <b>BRACKET:</b> *OPT:BRACKET OPTIONS <b>CC:</b> CF SERIES C-CLAMP STEELCASE <b>Tag For</b> Office	2	400.75	801.50
<b>8</b> <b>DSPOWER</b> - Powerstrip-Desktop <b>POWER CONFIGURATION:</b> 3 POWER, 2 USB A, 2 USB C 10W <b>POWER FINISH:</b> PLASTIC - PG1 6527 - MERLE <b>POWER MOUNT:</b> C-CLAMP <b>UTILITY POWER:</b> NO UTILITY <b>POWER CORD:</b> 10' STANDARD CORD <b>CORD COLOR:</b> BLACK <b>POWER PLUG TYPE:</b> STANDARD NEMA 5-15 3-PRONG <b>PVC:</b> WITH PVC STEELCASE <b>Tag For</b> Office	2	283.08	566.16
<b>9</b> <b>CEDM044</b> - Markerboard edge, Thin contoured aluminum frame, 48W x 48H <b>SURFACE:</b> 7655 E3 ENVIRONMENTAL CERAMICSTEEL <b>TRIM:</b> 8043 CLEAR ANODIZED ALUM STEELCASE <b>Tag For</b> Offices	2	367.96	735.92
<b>10</b> <b>4821414</b> - Amia; Chair, Upholstered, 3D knit back, Air Backrest, Arms <b>AIRBACK:</b> 5U24 SCARLET <b>BACK:</b> 5T29 GRAPHITE <b>PLASTIC:</b> 6205 BLACK	2	564.13	1,128.26

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Quotation 34975  
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Description	Quantity	Unit Price	Extended Price
<b>10 UPHLSTRY: 5S25 GRAPHITE</b> <b>ARMS: *OPT:ARM OPTIONS</b> <b>H/W/P/D: STD:H/W/P/D ARMS</b> <b>SEAT HGT: *OPT:BASE ASSY HEIGHT RANGE</b> <b>5" RANGE: STD:5" PNEU SEAT HEIGHT RANGE</b> <b>BASE OPT: *OPT:BASE OPTION</b> <b>PLASTIC: STD:PLASTIC BASE</b> <b>CASTERS: CASTERS</b> <b>HARD CST: STD:HARD CASTERS</b> <b>LUMB OPT: *OPT:LUMBAR OPTION</b> <b>LUMBAR: STD:LUMBAR</b> STEELCASE <b>Tag For</b> Offices			
<b>11 50091 - Acen, Mesh Back Nesting Side Chair, with Arms - 1/Carton</b> <b>Frame/Plastic:</b> <b>BLKP: Black Frame/Black Plastic</b> <b>Caster/Glide:</b> <b>W49: Black Soft Wheel Caster</b> <b>Mesh Back:</b> <b>MPM: Platinum</b> <b>Grade:</b> <b>10: Grade 10 Material</b> <b>ETC10: Non-Carded Grade 10 Material</b> ==>Momentum - Silica Roam -Carbon OFS <b>Tag For</b> CDA # G-104626 Offices	4	450.43	1,801.72
<b>Sub Total</b>			<b>11,698.80</b>
<b>Total</b>			<b>11,698.80</b>
<b>Training Room</b>			
<b>12 CRLS2H - Lower Storage 2 High with Shelf</b> <b>DEPTH: 24.00000</b> <b>WIDTH: 36.00000</b> <b>DOOR OPTION TYPE: DOUBLE DOOR</b> <b>APPLICATION: FULL</b> <b>TOP: WITH TOP</b>	1	610.84	610.84

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Description	Quantity	Unit Price	Extended Price
<p>12    <b>WORKSURFACE THICKNESS:</b> 1.12500  <b>CASE FINISH:</b> WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL)  <b>HEADSET FINISH:</b> WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL)  <b>TOP SURFACE FINISH:</b> WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL)  <b>EDGE FINISH:</b> PLASTIC - PG1 6242 - VIRGINIA WALNUT  <b>PULL OPTION:</b> CONTEMPORARY PULL  <b>PULL FINISH:</b> POLISHED CHROME 9201 - POLISHED CHROME  <b>LOCK FINISH:</b> POLISHED CHROME 9201 - POLISHED CHROME  <b>KEYS:</b> KEY PLUG  STEELCASE  <b>Tag For</b>        Training Room</p>			
<p>13    <b>A7230R</b> - Applause 72x30 Rectangle Top  <b>Material:</b>  T: TFL Laminate, or HPL  -TFL: TFL  <b>DS2:</b> Desert (DS2)  <b>EY:</b> Square  <b>H5H:</b> Matching Edge Finish  <b>X9:</b> No Modesty  <b>X9:</b> No Modesty Edge Finish  <b>X9:</b> No Front Cap Finish  <b>Grommet/Power Location:</b>  <b>G1:</b> No Grommet/Power Cutout  <b>X9:</b> No Power Cutout  <b>Connector Bracket:</b>  <b>X9:</b> No Connector Bracket  <b>Base:</b>  <b>TFC:</b> T Center Folding Base (set of 2)  <b>A4F:</b> Glide (standard)  <b>BKO:</b> Onyx  <b>X9:</b> None  OFS  <b>Tag For</b>        CDA # G-104626                        Training Room</p>	20	766.43	15.328.60

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



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Quotation 34975  
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Description	Quantity	Unit Price	Extended Price
14 50093 - Acen, Mesh Back Nesting Side Chair, with Arms - 3/Carlton <b>Frame/Plastic:</b> <b>BLKP:</b> Black Frame/Black Plastic <b>Caster/Glide:</b> <b>W49:</b> Black Soft Wheel Caster <b>Mesh Back:</b> <b>MSM:</b> Storm <b>Grade:</b> <b>2:</b> Grade 2 Material <b>SMOEC:</b> Spradling Modena Ecosense <b>3076029:</b> Graphite OFS <b>Tag For</b> CDA # G-104626 Training Room	14	836.09	11,705.26
15 ED1-6628TDR - Education 66x28x43.75 Layer Teacher's Station Lectern Right <b>Worksurface Finish:</b> ~TFL: TFL Worksurface <b>DS2:</b> Desert (DS2) <b>Worksurface Edge Finish:</b> <b>DS2:</b> Desert (DS2) <b>Lectern Top Finish:</b> ~TFL: TFL Lectern Top <b>DS2:</b> Desert (DS2) <b>Lectern Edge Finish:</b> <b>DS2:</b> Desert (DS2) <b>Chassis Finish:</b> <b>GR2:</b> Grey (GR2) <b>Door:</b> NL: Door No Lock <b>Hardware/Base:</b> <b>BKO:</b> Onyx <b>Slideout Shelf:</b> <b>X9:</b> No Shelf <b>Power Cutout:</b> <b>X9:</b> No Cutout OFS	2	1,425.88	2,851.76

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Description	Quantity	Unit Price	Extended Price
15 Tag For CDA # G-104626 Training Room			
16 TS4S4866 - Screen, 48W x 66H FRAME: 7207 BLACK SURF-1: 7655 E3 ENVIRONMENTAL CERAMICSTEEL SURF-2: 7655 E3 ENVIRONMENTAL CERAMICSTEEL CAST OPT: *OPT:LEVELERS OPTION CASTERS: STD:CASTERS STEELCASE Tag For Training Room	1	553.35	553.35
17 TS4S3666 - Screen, 36W x 66H FRAME: 7207 BLACK SURF-1: 7655 E3 ENVIRONMENTAL CERAMICSTEEL SURF-2: 7655 E3 ENVIRONMENTAL CERAMICSTEEL CAST OPT: *OPT:LEVELERS OPTION CASTERS: STD:CASTERS STEELCASE Tag For Training Room	1	515.87	515.87
18 CRBK - 15" D Bookcase WIDTH: 36.00000 HEIGHT: 72.68750 CASE FINISH: WOODGRAIN HPL 2535 - VIRGINIA WALNUT (HPL) STEELCASE Tag For Training Room	2	623.21	1,246.42
19 DSPINTRO - POWERSTRIP INTRO POWER CONFIGURATION: 1 POWER, 2 USB A POWER FINISH: PLASTIC - PG1 6527 - MERLE POWER MOUNT: C-CLAMP POWER CORD: 9' STANDARD CORD POWER PLUG TYPE: STANDARD NEMA 5-15 3-PRONG PVC: WITH PVC STEELCASE Tag For Training Room	20	90.25	1,805.00
<b>Sub Total</b>			<b>34,617.10</b>
<b>Total</b>			<b>34,617.10</b>

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



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Description	Quantity	Unit Price	Extended Price
<b>Outdoor Truck Bay</b>			
20 94038-4 - Sole, 20.25"W x 22.25"D x 32.25"H, plastic indoor/outdoor armless side chair, 4 per carton Finish: FCA: Carbon OFS Tag For CDA # G-104626 Truck Bay	6	478.89	2,873.34
21 CEDM064 - Markerboard edge, Thin contoured aluminum frame, 72W x 48H SURFACE: 7655 E3 ENVIRONMENTAL CERAMICSTEEL TRIM: 8043 CLEAR ANODIZED ALUM STEELCASE Tag For Truck Bay	2	475.87	951.74
<b>Sub Total</b>			<b>3,825.08</b>
<b>Total</b>			<b>3,825.08</b>
22 KPT LABOR NONTAX - Labor and Tools to Receive and Install during normal business hours. Includes ; Site visit verifications, Receiving Material, Staging Material in a Managed warehouse for up to one week, Deliver material to Job Site including Site safety protocols, Check/ Sign ins, Obtaining work permits, Install material, Sweep Clean Jobsite, Wipe down furniture, remove trash and take trash to the Recycling Center. Connecting furniture power to the building power is not provided in our cost proposal. Power connections to be completed by owner. WSI can provide a separate quote for a licensed electrician to connect the power. WORKSPACE	1	4,367.21	4,367.21
<b>Quotation Totals</b>			
<b>Sub Total</b>			<b>54,508.19</b>
<b>Grand Total</b>			<b>54,508.19</b>

End of Quotation

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



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65% deposit required at time of order

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AGENDA ACTION FORM

**Authorize the Mayor to Execute Various Subrecipient Agreements**

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

Action Form No.: AF-305-2021  
Work Session: November 1, 2021  
First Reading: NA  
Final Adoption: November 2, 2021  
Staff Work By: Jessica McMurray  
Presentation By: J. McMurray

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
At its business meeting on March 2, 2021, the Board of Mayor and Aldermen approved the final amendment to the 2019 Annual Action Plan for the Community Development Program funded by the Department of Housing and Urban Development (HUD) to include CDBG CARES funds. The plan included a portion of CDBG CARES funding to be allocated through partner agreements. As recommended by the Community Development Advisory Committee, those agreements include agencies identified on the supplemental information page. The partner agreements are for a period starting November 1, 2021 and ending on June 30, 2022.

- Attachments:**
- 1. Resolution
  - 2. Supplemental Information

Funding source appropriate and funds are available: *Jm*

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

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE PARTNER AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS WHICH ALLOCATE COMMUNITY DEVELOPMENT BLOCK GRANT CARES FUNDING IN FISCAL YEAR 2021-2022

WHEREAS, on March 2, 2021 the board approved the final amendment to the 2019 Annual Action Plan for the Community Development Program which included CDBG CARES funding to be allocated through partner agreements; and

WHEREAS, the Community Development Advisory Committee has identified certain agencies which it recommends entering into partner agreements with which will allocate and specify the use of the CDBG CARES funds; and

WHEREAS, the City of Kingsport desires to enter into agreements for services in fiscal year 2021-2022 benefiting the general welfare of city residents with Children's Advocacy Center of Sullivan County; South Central Community Development Corporation; Help Our Potential Evolve (H.O.P.E); Salvation Army of Kingsport; Friends in Need Health Center.

Now therefore,

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

SECTION I. That agreements with the Children's Advocacy Center of Sullivan County; South Central Community Development Corporation; Help Our Potential Evolve (H.O.P.E); Salvation Army of Kingsport; Friends in Need Health Center 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, agreements for services in fiscal year 2021-2022 benefiting the general welfare of City of Kingsport residents with Children's Advocacy Center of Sullivan County; South Central Community Development Corporation; Help Our Potential Evolve (H.O.P.E); Salvation Army of Kingsport; Friends in Need Health Center.

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

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

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

ADOPTED this the 6<sup>th</sup> day of November, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

### **Supplemental Information:**

At its business meeting on March 2, 2021, the Board of Mayor and Aldermen approved the final amendment to the 2019 Annual Action Plan for the Community Development Program funded by the Department of Housing and Urban Development (HUD) to include CDBG CARES funds public service non-profits. Community Development staff advertised a competitive funding round on July 19, 2021 via email, notifying non-profits of the availability of funding and requested all interested non-profits to submit an application no later than October 1, 2021. A total of 11 applications was received. CDAC members evaluated and scored each application. CD staff compiled scores and averaged the scores of each applicant. The highest scoring applicants are identified below and recommended for approval by the Board of Mayor and Aldermen for funding for program year 2021-2022:

#### **South Central CDC – Employment & Career Awareness Program - \$14,700**

Requests funds to purchase equipment for the Employment & Career Awareness Program. This program is for individuals who are 18 and older seeking employment. The program is designed as a boot camp to prepare participants for the Work Keys Assessment, a testing requirement for many local employers.

#### **Children Advocacy Program - \$6,000**

Requests funds to continue to provide Abuse Education to school aged children. This program is designed to help children recognize child abuse and teaches them to report to a safe adult.

#### **Help Our Potential Evolve - \$15,000**

Requests funds to purchase equipment in order to expand the HOPE for Health Program. This program is designed to help children ages 11-19 learn the importance of healthy eating through virtual and outdoor experiences.

#### **Salvation Army - Learning Pods - \$15,000**

Requests funds to expand the youth program from Tuesday only to Monday – Friday 8-3p and Tuesday from 3-6. This program is designed to provide resources and help with school work for neighboring elementary, middle and high school children. The learning pods offer a place for afterschool learners to have a snack, receive homework help and participate in various activities.

#### **Friends in Need Health Center - \$9,300**

Requests funds to continue to provide COVID-19 testing, vaccination, treatment and referral. This program is designed to serve under and uninsured individuals.

#### **Salvation Army - \$55,000**

Requests funds to extend their Overnight Shelter Program to include a Day Center. Program start date is projected to be 1/1/2022 with phase 1, which allows space for Social Worker and Homeless Liaison for

case management services, coffee, community lunch and basic social services. Phase 2 will add washer and dryer (scheduled times) for day center, lockers, mail slots and partnership building classes. Phase 3 and 4 will add additional washer and dryer, showers and the purchase of a van for transportation for Day Center.



**AGENDA ACTION FORM**

**Request to Purchase Permanent Easement from Tennessee Valley Authority for Sewer Lift Station Replacement**

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

Action Form No.: AF-313-2021  
Work Session: November 1, 2021  
First Reading: NA

Final Adoption: November 2, 2021  
Staff Work By: Niki Ensor  
Presentation By: R. McReynolds

**Recommendation:**

Approve the Resolution

**Executive Summary:**

In order to replace sewer lift station #307 Cooks Valley Boat Ramp, the Public Works Department requires a 30' x 40' permanent easement from the Tennessee Valley Authority. The easement will provide adequate room for construction and maintenance activities relative to the new station.

The City is responsible for the following fees: Real Estate Asset Management Fee of \$500.00 payable to the State of Tennessee and recording fee of \$32.00 payable to Sullivan County Register of Deeds. Funds are available in SW2005.

**Attachments:**

- 1. Resolution
- 2. Project Map
- 3. Easement
- 4. Closing Statement

Funding source appropriate and funds are available: *John*

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: *John*

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE A PERMANENT EASEMENT FROM THE TENNESSEE VALLEY AUTHORITY IN ORDER TO REPLACE A SEWER LIFT STATION; AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE EASEMENT AGREEMENT

WHEREAS, in order to replace sewer lift station #307 Cooks Valley Boat Ramp, the Public Works Department requires a 30' x 40' permanent easement from the Tennessee Valley Authority; and

WHEREAS, the easement will provide adequate room for construction and maintenance activities relative to the new station.

WHEREAS, the City is responsible for Real Estate Asset Management Fee of \$500.00, payable to the State of Tennessee and recording fee of \$32.00, payable to Sullivan County Register of Deeds; and

WHEREAS, Funds are available in SW2005.

Now therefore,

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

SECTION I. That an Easement Agreement with the State of Tennessee, Tennessee Valley Authority for a sewer lift station placement, 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, Easement Agreement with the State of Tennessee, Tennessee Valley Authority for a sewer lift station placement, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said easement agreement being as follows:

This Instrument Prepared By:  
State of Tennessee  
Real Estate Asset Management  
312 Rosa L. Parks Ave, 24th Floor  
Nashville, Tennessee 37243-1102

A portion of Sullivan County  
Tax Map 77 Parcel 012.00

EASEMENT AGREEMENT 21-09-006

This Easement Agreement is made and entered into by and between the **STATE OF TENNESSEE** ("GRANTOR"), and **CITY OF KINGSPORT** ("GRANTEE").

WITNESSETH

The GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), and mutual benefits that will accrue to the GRANTOR and general public, and the covenants, agreements, conditions and understandings to be performed and observed by the GRANTEE, as hereinafter set forth, does hereby grant, convey, and quitclaim unto the GRANTEE, its successors and assigns, a permanent

utility easement and temporary construction easement to construct, operate, maintain, repair, replace, and inspect pumping station utilities (collectively, the "Easement"), located at 1899 Cooks Valley Road in Sullivan County, Tennessee (the "Easement Area"). The Easement Area which is more particularly described on Exhibit A and depicted on Exhibit A-1, includes a 30 ft by 40 ft permanent easement for utilities.

Now, therefore, the PARTIES for themselves, their successors in interest and assigns, as a part of the consideration hereof, do hereby covenant and agree that:

1. Neither the GRANTOR nor the GRANTEE shall bear any liability for losses, expenses, injuries, damages, or attorney's fees arising out of the acts or omissions of the other party related to said Easement.

2. The GRANTEE, its successors and approved assigns, shall maintain adequate public liability insurance, which may include self-insurance, and provide satisfactory evidence of such protection to the GRANTOR (upon the GRANTOR's request) with monetary limits of the GRANTEE's insurance not less than the monetary limits of liability provided by the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20- 101 et seq., as it may be from time to time amended. The GRANTEE's successors and assigns agree to maintain public liability insurance with the limits of said insurance to be no less than the exposure and limits of the GRANTOR's liability under the Tennessee Claims Commission Act, T.C.A. § 9-8-301 et seq., as it may be from time to time amended and/or construed by the Claims Commission and the courts and will provide satisfactory evidence of such protection to the GRANTOR.

3. The GRANTEE agrees to replace any affected fences, restore grade, seed, and straw the Easement Area to as good or better condition as before the construction of the utility line or system to be constructed pursuant to this Easement Agreement.

4. a. The GRANTOR understands and agrees that GRANTEE has the right to keep the Easement area free and clear of buildings, trees, and anything else that interferes with the installation, maintenance, and use of the utility lines on the Easement Area. In the interest of utility system safety, integrity and reliability, the GRANTOR agrees to allow GRANTEE to remove tree limbs, vines, and other vegetation to a minimum distance of 10' on each side of the utility facilities and lines installed across the Easement Area. The Easement Area will not be used for anything that in the judgment of GRANTEE might endanger or interfere with the use and operation of the utility facilities that are placed on the Easement Area. In this regard, the GRANTOR specifically agrees that no permanent structure will be erected on the Easement Area and that the GRANTOR will be responsible for the cost of removal if any such structure is erected in violation of this agreement.

b. The ground level of the Easement Area will not be changed without GRANTEE's written approval in advance. Approval shall not be unreasonably withheld by GRANTEE.

5. GRANTEE shall have the reasonable right of ingress and egress over all adjacent land owned by the GRANTOR in the exercise of all rights reasonable and properly incident to the rights hereby expressly granted.

6. If at any time, this Easement ceases to be used for the purpose stated herein, the Easement shall terminate.

7. The GRANTOR reserves the right to require GRANTEE to relocate the utility line or system constructed pursuant to this Easement Agreement at any time at the GRANTOR's expense on the condition that GRANTOR shall provide GRANTEE reasonable notice of the need to relocate and shall provide GRANTEE with a substitute easement on the subject parcel that meets the engineering requirements of the GRANTEE.

In witness whereof the PARTIES hereto have affixed their signatures as duly authorized officials of the respective PARTIES hereto as of this the \_\_\_\_\_ 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 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 2nd day of November, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



This Instrument Prepared By:  
State of Tennessee  
Real Estate Asset Management  
312 Rosa L. Parks Ave, 24th Floor  
Nashville, Tennessee 37243-1102

A portion of Sullivan County  
Tax Map 77 Parcel 012.00

**EASEMENT AGREEMENT**  
**21-09-006**

This Easement Agreement is made and entered into by and between the **STATE OF TENNESSEE** (“GRANTOR”), and **CITY OF KINGSPORT** (“GRANTEE”).

**WITNESSETH**

The GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), and mutual benefits that will accrue to the GRANTOR and general public, and the covenants, agreements, conditions and understandings to be performed and observed by the GRANTEE, as hereinafter set forth, does hereby grant, convey, and quitclaim unto the GRANTEE, its successors and assigns, a permanent utility easement and temporary construction easement to construct, operate, maintain, repair, replace, and inspect pumping station utilities (collectively, the “Easement”), located at 1899 Cooks Valley Road in Sullivan County, Tennessee (the “Easement Area”). The Easement Area which is more particularly described on Exhibit A and depicted on Exhibit A-1, includes a 30 ft by 40 ft permanent easement for utilities.

Now, therefore, the PARTIES for themselves, their successors in interest and assigns, as a part of the consideration hereof, do hereby covenant and agree that:

1. Neither the GRANTOR nor the GRANTEE shall bear any liability for losses, expenses, injuries, damages, or attorney’s fees arising out of the acts or omissions of the other party related to said Easement.
2. The GRANTEE, its successors and approved assigns, shall maintain adequate public liability insurance, which may include self-insurance, and provide satisfactory evidence of such protection to the GRANTOR (upon the GRANTOR’s request) with monetary limits of the GRANTEE’s insurance not less than the monetary limits of liability provided by the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq., as it may be from time to time amended. The GRANTEE’s successors and assigns agree to maintain public liability insurance with the limits of said insurance to be no less than the exposure and limits of the GRANTOR’s liability under the Tennessee Claims Commission Act, T.C.A. § 9-8-301 et seq., as it may be from time to time amended and/or construed by the Claims Commission and the courts and will provide satisfactory evidence of such protection to the GRANTOR.
3. The GRANTEE agrees to replace any affected fences, restore grade, seed, and straw the Easement Area to as good or better condition as before the construction of the utility line or system to be constructed pursuant to this Easement Agreement.

4. a. The GRANTOR understands and agrees that GRANTEE has the right to keep the Easement area free and clear of buildings, trees, and anything else that interferes with the installation, maintenance, and use of the utility lines on the Easement Area. In the interest of utility system safety, integrity and reliability, the GRANTOR agrees to allow GRANTEE to remove tree limbs, vines, and other vegetation to a minimum distance of 10' on each side of the utility facilities and lines installed across the Easement Area. The Easement Area will not be used for anything that in the judgment of GRANTEE might endanger or interfere with the use and operation of the utility facilities that are placed on the Easement Area. In this regard, the GRANTOR specifically agrees that no permanent structure will be erected on the Easement Area and that the GRANTOR will be responsible for the cost of removal if any such structure is erected in violation of this agreement.
  - b. The ground level of the Easement Area will not be changed without GRANTEE's written approval in advance. Approval shall not be unreasonably withheld by GRANTEE.
5. GRANTEE shall have the reasonable right of ingress and egress over all adjacent land owned by the GRANTOR in the exercise of all rights reasonable and properly incident to the rights hereby expressly granted.
6. If at any time, this Easement ceases to be used for the purpose stated herein, the Easement shall terminate.
7. The GRANTOR reserves the right to require GRANTEE to relocate the utility line or system constructed pursuant to this Easement Agreement at any time at the GRANTOR's expense on the condition that GRANTOR shall provide GRANTEE reasonable notice of the need to relocate and shall provide GRANTEE with a substitute easement on the subject parcel that meets the engineering requirements of the GRANTEE.

THIS SPACE INTENTIONALLY LEFT BLANK

In witness whereof the PARTIES hereto have affixed their signatures as duly authorized officials of the respective PARTIES hereto as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:  
STATE OF TENNESSEE**

By: \_\_\_\_\_  
Christi W. Branscom, Commissioner  
Department of General Services

**APPROVED:**

\_\_\_\_\_  
Herbert H. Slatery III  
Attorney General and Reporter

\_\_\_\_\_  
Bill Lee, Governor

**STATE OF TENNESSEE  
DAVIDSON COUNTY**

For the purposes of my acknowledgement and authentication of her signature upon this instrument, came **Christi W. Branscom**, with whom I, \_\_\_\_\_ a Notary Public, am personally acquainted, and who, having verified and acknowledged that she is the Commissioner of The State of Tennessee Department of General Services, and that she as such Commissioner, being authorized to do so, affirmed that she executed the foregoing instrument on the date below within the State of Tennessee for the purposes therein contained by signing her name for the State of Tennessee Department of General Services as Commissioner.

Witness my hand and seal at office in Nashville, Tennessee. This the \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**GRANTEE:  
CITY OF KINGSPORT**

By: \_\_\_\_\_

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

**STATE OF TENNESSEE  
COUNTY OF SULLIVAN**

Personally appeared before me the undersigned, a Notary Public for said State and County duly commissioned and qualified personally appeared \_\_\_\_\_ of City of Kingsport, with whom I am personally acquainted and who, upon his/her oath, acknowledges him/herself to be \_\_\_\_\_, of City of Kingsport, the within named bargainer, and that s/he as such \_\_\_\_\_ of City of Kingsport, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of City of Kingsport by him/herself as such \_\_\_\_\_.

Witness my hand and seal at office in Kingsport, Sullivan County, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

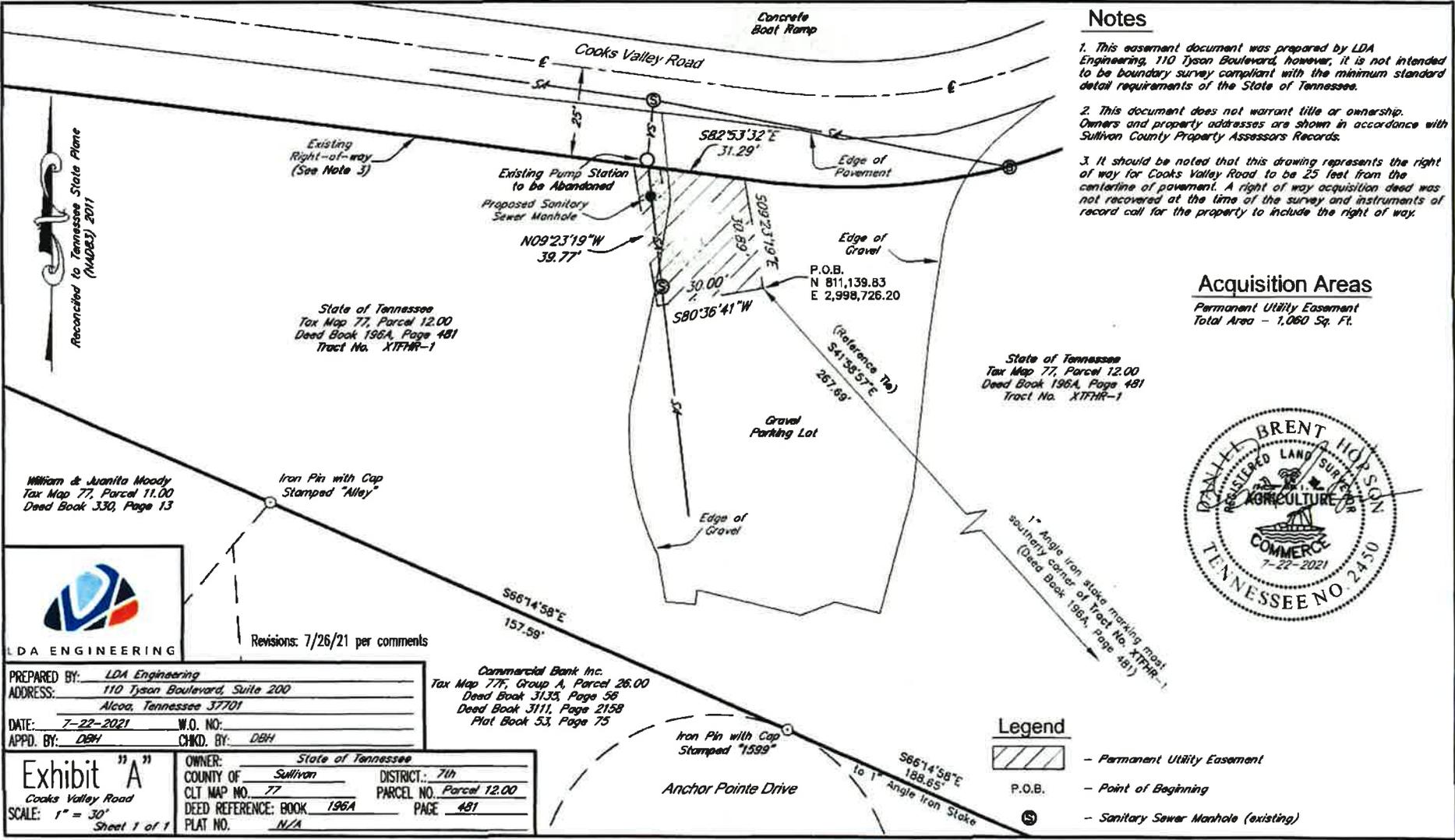
# EXHIBIT A-1

## PERMANENT UTILITY EASEMENT

SITUATE in the 7th Civil District of Sullivan County, Tennessee, and more particularly described as follows, to-wit:

COMMENCING on a 1" angle iron stake located at the most southerly corner of Tract No. XTFHR-1 (Deed Book 196A, Page 481); thence N41°58'57"W, 267.69 feet to the corner of a proposed pump station easement and the POINT OF BEGINNING, said corner having Tennessee State Plane NAD83 (2011) coordinates of N 811,139.83, E 2,998,726.20; thence continuing across the remaining lands of the subject tract the following two calls: S80°36'41"W, 30.00 feet to a point; N09°23'19"W, 39.77 feet to a point in the southerly right of way line of Cooks Valley Road; thence continuing with said southerly line S82°53'32"E, 31.29 feet to a point; thence departing said southerly right of way line and continuing across the remaining lands of the subject tract S09°23'19"E, 30.89 feet to the Point of BEGINNING, containing 1,060 square feet, more or less, as shown on a drawing of Exhibit A, Sheet 1 by LDA Engineering, dated July 22, 2021 and revised on July 26, 2021.

# Exhibit A-1



**LDA ENGINEERING**

PREPARED BY: LDA Engineering  
 ADDRESS: 110 Tyson Boulevard, Suite 200  
 Alcoa, Tennessee 37701

DATE: 7-22-2021  
 APPD. BY: DBH

W.O. NO.:  
 CHKD. BY: DBH

**Exhibit "A"**  
 Cooks Valley Road  
 SCALE: 1" = 30'  
 Sheet 1 of 1

OWNER: State of Tennessee  
 COUNTY OF: Sullivan DISTRICT: 7th  
 CLT MAP NO. 77 PARCEL NO. Parcel 12.00  
 DEED REFERENCE: BOOK 196A PAGE 481  
 PLAT NO. N/A







STATE OF TENNESSEE  
 Department of General Services  
 State of Tennessee Real Estate Asset Management  
 WRS Tennessee Tower, 24<sup>th</sup> Floor  
 312 Rosa L. Parks Ave.,  
 Nashville, TN 37243  
 Telephone: (615) 741-2315

STREAM USE ONLY	
Date Received:	21-09-006
Received by:	STREAM
Transaction #:	21-09-006

Real Estate Transaction Request Form RPM-1D (2/2019)

## Disposal

Section I - Agency Information			
Agency	TWRA		
Contact	Roger Jackson		
Phone	615 781 6681		
E-mail Address	Roger. Jackson@tn.gov	Date Request Needed*	

\*Not less than 180 days from date of received

Section II - Property Information			
Property Address	1899 Cooks Valley Road	Description of Building(s), if applicable	
		Type of Building(s)	none
City / County	Sullivan County	Number of Buildings	
Assessor Map and Parcel	77/ 12.00	Description of Bldgs. - Attach list if more than two buildings	Size
Owner's Deed Book & Page	196A/481		Year Built
Size of Land (Acres)	3.80		

Section III - Action Requested	
<input checked="" type="checkbox"/> - Disposal	<input checked="" type="checkbox"/> - Special Service
<input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input checked="" type="checkbox"/> Easement / ROW <input type="checkbox"/> Gift	<input checked="" type="checkbox"/> Appraisal <input type="checkbox"/> Survey <input type="checkbox"/> Title Service <input checked="" type="checkbox"/> Other - Specify: <input type="checkbox"/> Inter-Agency Agreement <input type="checkbox"/> Transfer of Jurisdiction <input type="checkbox"/> Boundary Lines
<b>Comment for Lead Sheet - Please explain, in detail, the reason for the action:</b>	
<p>The City of Kingsport requests a 30FT x 40FT permanent easement to provide adequate room for construction and maintenance activities relative to a new pump station. Due to the existing pumping station reaching the end of its useful life, the City of Kingsport proposes to construct a new pumping station and abandon the existing station. Replacing the existing 40+ years old station will provide and increased level of protection for the environment, particularly Fort Patrick Lake. The city proposes to install a new pumping station with submersible pumps and new electrical and instrumentation equipment.</p>	

Section IV - Funding			
Who is paying the Real Estate Management ("REM") fee and other costs?		<input checked="" type="checkbox"/> - Buyer	<input type="checkbox"/> - Other
If Agency is paying REM fee, please complete the following information:			
A	Allotment Code:	Estimated Sales Price	
B	Fund:	\$1000	
C	Cost Center:		
Where are the funds going if not to the General Fund (include statute):			

**Section V - Third Party Information**

**Buyer / Tenant**

Name	Steve Bostic Chief Engineer	Phone Number	865 306 5063
Mailing Address	LDA Engineering	E-Mail Address	SBostic@ldaengineering.com
City / State / Zip			

**Section VI - Required Information**

A	Original cost to the State:		
	Date State Obtained:	April 10, 1958	
	Grantor unto State:		
B	Please state the department's current use for the property.	Public access area Fort Patrick Henry Lake	
C	Have any other parties expressed any need or interest in this property? If yes, please explain	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
D	Will this disposal hinder the department's future use of remaining property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
E	Would this disposal adversely affect the remaining property values in the future?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
F	Are there any special requirements or issues that need to be addressed with STREAM?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
G	Will there need to be a review by the Tennessee Historical Commission?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

**Back-up Documents**

<input type="checkbox"/>	Photo of Building, if applicable
<input checked="" type="checkbox"/>	Map - Showing other State properties in relation to subject
<input type="checkbox"/>	Aerial Photo
<input type="checkbox"/>	Site Plan, if applicable
<input type="checkbox"/>	Master Plan, if applicable

**Must be signed and dated by the requesting Agency Fiscal Officer**

Signed:	<i>Kim Tankington</i>	Date:	<i>9 Aug 2011</i>
Printed:	Kim Tankington		

**Must be signed and dated by the requesting Agency Head**

Signed:	<i>Bobby Wilson</i>	Date:	<i>8-9-21</i>
Printed:	Bobby Wilson		





**AGENDA ACTION FORM**

**Enter Into a Contract for the Purchase of Software from CivicPlus Pursuant to the U.S. General Services Administration Cooperative Purchasing Program**

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

Action Form No.: AF-304-2021  
 Work Session: November 1, 2021  
 First Reading: N/A  
 Final Adoption: November 2, 2021  
 Staff Work By: Committee/Kari Matheney  
 Presentation By: M. Borders

**Recommendation:**  
 Approve the Resolution

**Executive Summary:**  
 Currently, the Leisure Services Departments uses eTrak Plus, which is a recreation management software. Since December, 2021 ETrak Plus does not support the version of the software currently in use. The groups within Leisure Services previewed eTrak's 2.0 option in the spring of 2021, and determined that many of the necessary functions currently used by the department will not be provided in eTrak 2.0.

An assessment of the leisure services department's software needs was performed and identified those software functions required by the department. Additionally, staff researched the software used by other cities in Tennessee. Staff determined CivicRec is the software which best served the leisure services department's needs. The initial cost is \$60,958.00, which includes implementation and first year's cost. The annual maintenance contract is \$43,365.00 for subsequent years. The term of the initial agreement is one (1) year. Staff recommends the board approve the contract for the CivicRec software.

The CivicRec software is being purchased pursuant to the U.S. General Services Administration cooperative purchasing program. Tenn. Code Ann. § 12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of goods with an agency of the United States government to the extent federal law permits the joint exercise of purchasing authority. Local governments are permitted to purchase information technology products and services through contracts negotiated by the U.S. General Services Administration pursuant to 40 U.S.C. § 502.

Funding for the purchase is identified in NC2225.

**Attachments:**

1. Resolution
2. CivicPlus GSA contract with Statement of Work
3. CivicRec Overview

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: *JM*

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CIVICPLUS FOR THE PURCHASE OF SOFTWARE SOFTWARE FOR THE KINGSPORT LEISURE SERVICES DEPARTMENT

WHEREAS, staff recommends the purchase of CivicRec software utilizing the U.S. General Services Administration (hereinafter GSA) Cooperative Purchasing Contract #GS-35F-0124U for use by Kingsport Leisure Services Department; and

WHEREAS, the CivicRec software is a recreation management software which will replace the eTrak software for which there is no longer technical support; and

WHEREAS, Tennessee Code Annotated section 12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of goods with an agency of the United States to the extent federal law permits the joint exercise of purchasing authority; and

WHEREAS, pursuant to 40 USC 502(c) the Cooperative Purchasing Program of the GSA allows local governments to purchase information technology products and services pursuant to contracts negotiated by the GSA; and

WHEREAS, in order to purchase the software under the terms of the GSA Cooperative Purchasing Contract, a contract needs to be entered into with CivicPlus, for its CivicRec software, in the amount of \$60,958.00, which includes implementation and first years cost; and

WHEREAS, funding for this equipment is available in project # NC2225.

Now therefore,

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

SECTION I. That an agreement with CivicPlus, for its CivicRec software utilizing GSA Cooperative Purchasing Contract #GS-35F-0124U for use by Kingsport Leisure Services Department in the amount of \$60,958.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with CivicPlus, for its CivicRec software utilizing GSA Cooperative Purchasing Contract #GS-35F-0124U for use by Kingsport Leisure Services Department in the amount of \$60,958.00, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**GSA CivicPlus Statement of Work**

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	8	\$1,192.08
Project Manager	\$135.86	48	\$6,521.28

Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	144	\$18,933.12
Graphic Designer	\$109.57	58	\$6,355.06
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	120	\$13,148.40
Trainer	\$109.57	24	\$2,629.68
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	165	\$13,305.60
<b>Subtotal</b>			\$62,085.22
<b>Discount</b>			(\$1,127.22)
<b>Total First Year Fee</b>			\$60,958.00

**GSA CivicPlus Statement of Work**

**Project Implementation and Deployment**

- CivicRec Standard Implementation
- Initial Term Annual Services
- 6x Half Day Virtual Training Blocks
- 2x Half Day Consulting hours **\$60,958**
- CivicRec Pay – Elavon Converge
- Membership/Passes Import
- GIS Integration

**Total Initial Term Fees**

**\$60,958**

**58**

**Annual Services Fees (Includes Subscription, Support and Maintenance) \$43,365**

1. Performance and payment under this Statement of Work ("SOW") by and between Kingsport, TN ("Client") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus.
2. This SOW shall remain in effect for an initial term beginning at signing and continuing for 1 year (the "Initial Term") from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this SOW will automatically renew for an additional 1-year Renewal Term.
3. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
4. The Initial Term Fees shall be invoiced as follows:
  - a. 50% upon signing, and
  - b. The remaining 50% at the sooner of completed implementation or 6 months from signing.
5. Annual Services Fees shall be invoiced on the first day of each Renewal Term and every 12 months thereafter. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 2 of service.
6. The Client's Annual Services Fees agreed upon herein are based on Client processing up to USD 2,000,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the

Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.

7. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicRec through an integrated partnership with a merchant providers that is within CivicPlus' network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges

that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.

8. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

9. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.

10. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

#### **Ownership & Content Responsibility**

11. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information). Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content.

#### **Intellectual Property**

13. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this SOW ("CivicPlus Property") will remain the property of CivicPlus.

14. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo,

and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

**Taxes**

15. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this SOW will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

**Indemnification**

16. This Section is intentionally omitted.

**Liabilities**

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.

18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.

19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

[Acknowledgements Deleted for Inclusion in this Resolution]

**Addendum 1 – Services Provided**

Services provided by CivicPlus to the Client under this agreement include the following:

- **Access** – CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client and patrons of the Client recreational programming to access, use and display CivicPlus' online registration service (the "Portal"). Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll using the Portal.

- **Online Registration** – The CivicPlus registration engine through which the Portal is accessed can be integrated with Client's website. CivicPlus will format a registration page to match the colors and theme of the rest of Client's website. Client would then display a link on its own page that would seamlessly redirect the user to a secure page on the CivicPlus server.

- **Documentation** - All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.

- **Data Backups** – CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.

- **Enhancements** – New features will be added to CivicRec throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.

- **Client Support** – CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.

- **Data** – In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, additional fees may apply. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Contact Information**

**Organization** URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).  
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for  
ensuring CivicPlus has current updates.

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

**Billing Contact** E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [    ] or N [    ]

Please list all external sources: \_\_\_\_\_

**Contract Contact** Email

Phone Ext. Fax

**Project Contact** Email

Phone Ext. Fax

**GSA CivicPlus Statement of Work**

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	8	\$1,192.08
Project Manager	\$135.86	48	\$6,521.28
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	144	\$18,933.12
Graphic Designer	\$109.57	58	\$6,355.06
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	120	\$13,148.40
Trainer	\$109.57	24	\$2,629.68
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	165	\$13,305.60
<b>Subtotal</b>			\$62,085.22
<b>Discount</b>			(\$1,127.22)
<b>Total First Year Fee</b>			\$60,958.00

**Project Implementation and Deployment**

- CivicRec Standard Implementation
- Initial Term Annual Services
- 6x Half Day Virtual Training Blocks
- 2x Half Day Consulting Hours
- CivicRec Pay – Elavon Converge
- Membership/Passes Import
- GIS Integration

**\$60,958**

**Total Initial Term Fees \$60,958**

**Annual Services Fees (Includes Subscription, Support and Maintenance)**

**\$43,365**

1. Performance and payment under this Statement of Work ("SOW") by and between Kingsport, TN ("Client") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus.
2. This SOW shall remain in effect for an initial term beginning at signing and continuing for 1 year (the "Initial Term") from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this SOW will automatically renew for an additional 1-year Renewal Term.
3. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
4. The Initial Term Fees shall be invoiced as follows:
  - a. 50% upon signing, and
  - b. The remaining 50% at the sooner of completed implementation or 6 months from signing.
5. Annual Services Fees shall be invoiced on the first day of each Renewal Term and every 12 months thereafter. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5%



## GSA Statement of Work for **Kingsport, TN**

GSA Contract GS-35F-0124U

annual increase beginning in Year 2 of service.

6. The Client's Annual Services Fees agreed upon herein are based on Client processing up to USD 2,000,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.
7. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicRec through an integrated partnership with a merchant providers that is within CivicPlus' network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.
8. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.
9. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.
10. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

### **Ownership & Content Responsibility**

11. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).



## GSA Statement of Work for Kingsport, TN

GSA Contract GS-35F-0124U

12. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
13. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content.

### Intellectual Property

14. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this SOW ("CivicPlus Property") will remain the property of CivicPlus.
15. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

### Taxes

16. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this SOW will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

### Indemnification

17. This Section is intentionally omitted.

### Liabilities

18. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
19. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
20. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.



**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

**Client**

**CivicPlus**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

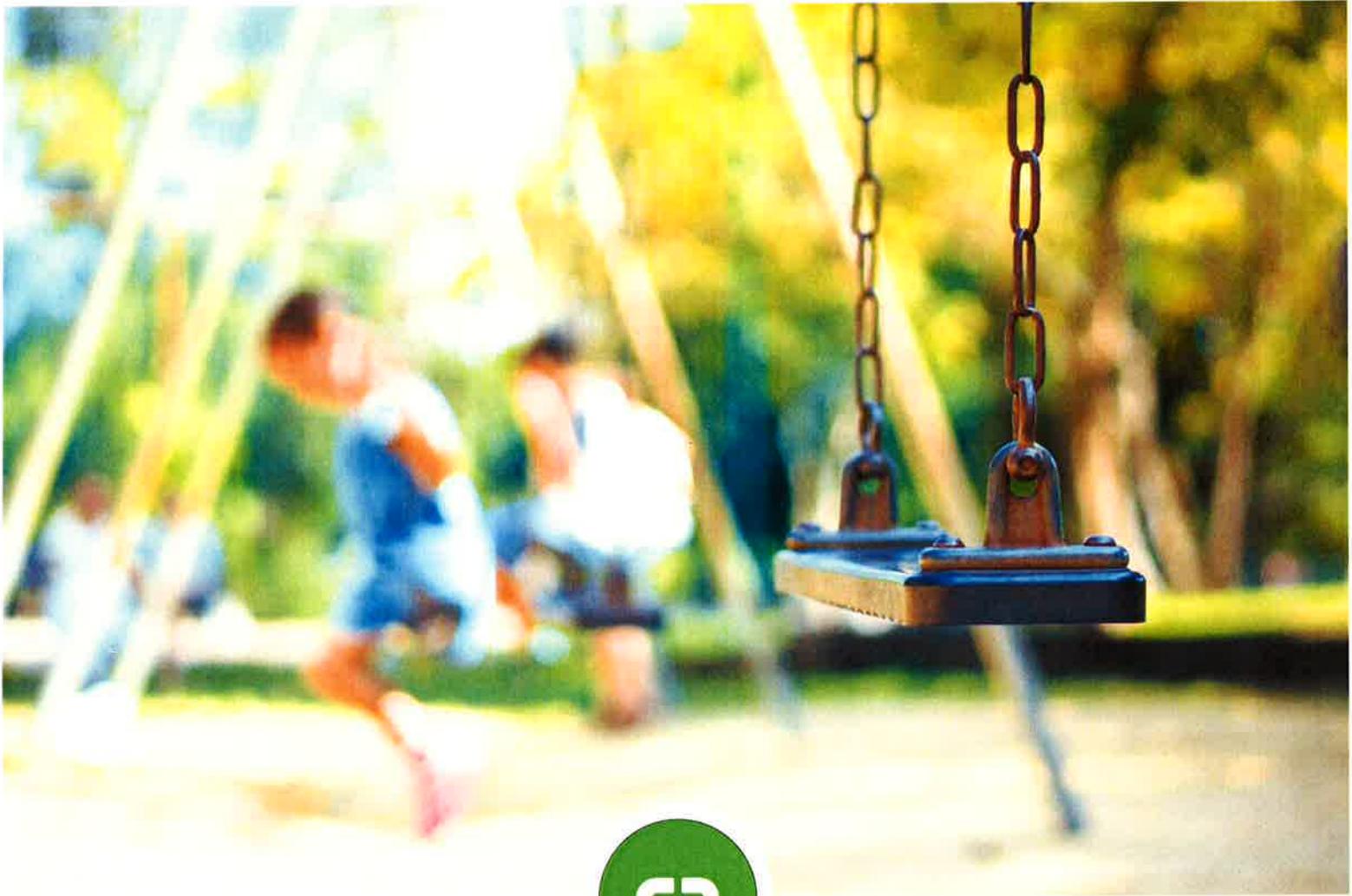
Date: \_\_\_\_\_



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**CIVICREC**

RECREATION MANAGEMENT SYSTEM

# Kingsport, Tennessee

OCTOBER 25, 2021



Craig Roach | CivicRec Account Executive | [roach@civicplus.com](mailto:roach@civicplus.com) | 785.222.4985

 **CIVICPLUS**

# Company Overview



At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the citizens they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, including solutions for website design & content management, recreation management, mass communications, agenda & meeting management, employee management, 311 & citizen requests, and digital optimization.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.

CivicRec, a CivicPlus company, has 10+ years of experience and is designed specifically to meet the needs of municipal parks and recreation departments. CivicRec strives to provide recreation departments and their customers (the public) with a modern, intuitive interface that is powerful, well-managed, and actively supported.

## Primary Office

302 S. 4th Street, Suite 500, Manhattan, KS 66502

TF: 888.228.2233 | Fax: 785.587.8951

[civicplus.com](http://civicplus.com)

4,000 +

local government clients across the United States and Canada

20 +

years of experience with a focus to help local governments

350 +

employees, many with experience in local government

## Recognition



11-time Inc. 5000 Honoree



[govtech.com/100](http://govtech.com/100)

## Technical Support



Recognized with multiple, global Stevie® Awards for sales and customer service excellence

# CivicRec RMS



Kingsport is seeking a recreation management system that provides your staff and customers with the greatest service in the industry, both in person and online. CivicRec can provide you with an integrated, web-based and hosted application recreation management system that is comprehensive, efficient, and modern. You'll find our robust set of easy-to-use tools the most comprehensive solution to meet your needs.

## Facility Reservations

Easily take in-house and online reservations as well as reserve spaces for classes and sports with an integrated master calendar to avoid double bookings. It's easy to see availability with grid and map-based views with attached photos, descriptions, and rental rates. Generate and email



complex permits as well as include waivers, prompts, and forms for a complete checkout process.

## Activity Registration

Your staff can quickly create programs, indicate flexible pricing, attach waivers and prompts, and assign instructors. Easily take registrations in-house or allow residents and non-residents to register securely on the device of their choice. Email branded receipts and permits after checkout. Our software utilizes load balanced servers and can be scaled to accommodate any volume.

## Volunteer Management

CivicRec's volunteer management tool creates, manages, and organizes the volunteer opportunities. Within the Activity module, you can create volunteer

roles and assignments specific to any events, classes, or activities. Citizens can select and register for volunteer roles from home and CivicRec will assist in tracking the time volunteers spend helping around the community with completely integrated reporting for tracking purposes.

## Point of Sales

CivicRec's Point-of-Sale screen makes it easy for staff to quickly sell merchandise, enroll participants, and reserve facilities – all in the same cart! It even plugs right in with your cash drawers, barcode readers, receipt printers, and credit card readers. Integrated inventory control will tell you how many of each item are available at each of your locations.

## Citizen Dashboard/ Management

With CivicRec's intuitive public dashboard, citizens can conveniently view notifications, upcoming events, tickets, and receipts. Family or organization members can be added with age and resident information for easy activity registrations. Administratively, your staff can manage user accounts in-house with tools like internal notes and flags as well as duplicate account prevention.

## Membership Management

Easily sell memberships or punch cards, take member photos, print cards or associate barcode key tags, and check people into a facility. Leave credit and debit cards on file for future and recurring payments. Staff can see a history of the account's transactions.

## League Management

Athletics staff can easily create leagues, draft players, assess skills, and generate schedules, Sign-up is easy

for teams or individuals. With the "Scores & Schedules" and "Parent/Player Portal," your public and league participants will have easy access to current league information.



## Ticketing

Easily generate general admission tickets for events.

Public users will receive their tickets and receipt, which are always available in their transaction history. Tickets can then be printed or shown on their phone display to be scanned into our mobile or desktop check-in screens.

## Surveys

Participants will automatically receive post-program surveys requesting feedback. This information is captured and presented back to staff to help determine how your programming is being received.

## Email/SMS Blasts

There are several links within CivicRec that allow for mail blasts. Many of our reports and roster views allow for mass mailings with just the click of a button. The People Finder report is particularly handy for mailings based on several different filters. SMS messaging is available to facilitate those particularly time-sensitive notifications like cancellations.

## Marketing/Brochures

CivicRec can produce an InDesign-friendly export that should facilitate the process of generating a brochure. Further, CivicRec's social media tools serve as an additional marketing method allowing users to share via their social media with friends and family.

## Reporting/Financial Accounting

CivicRec has a very powerful reporting engine. There are over 100 canned reports. However, staff can basically take any report and customize it to their liking. Filters and fields can be added and/or removed. Reports can be sorted, saved, emailed, exported to

Excel, or scheduled for regular delivery to any email address. CivicRec will gladly take any reasonable reporting request from a client and ensure that it is made available as requested.

## Group Permission Levels

Permissions set up through user groups are used on pages and functions to ensure access is limited based on a user's role.

## Mobile Ready

When users register through CivicRec, they get the same great experience on their phone/tablet that they're used to experiencing on their desktops. This mobile responsive experience supports all the same waivers, prompts, discounts, and add-



ons that the desktop version does. There's QR code support as well as social networking integration to make it easy for your users to connect with you.

## Hardware Compatibility

Customers may opt for a variety of hardware peripherals to enhance the CivicRec experience. CivicRec can be integrated with magnetic stripe readers, barcode readers, thermal printers, cash drawers and more. While CivicRec does not directly provide hardware, we are happy to assist with procurement and implementation.

## Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients (no monetary value per feature) and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

## Credit Card Processing with CivicPlus Pay

CivicPlus Pay (“Pay”) is our secure, PCI-compliant, utility application integrated within the CivicPlus Platform. Local governments can use Pay within the CivicEngage®, CivicRec, and CivicOptimize® solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the client experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by **Kingsport**, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Contact your sales representative for more details on our approved partner network and other supported gateway providers.

To utilize any of the approved gateways, an agreement will need to be executed directly between **Kingsport** and the vendor, who will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you’ll need to leverage any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.



## Integration Development

CivicRec has developed integrations with a variety of parks and recreation related software systems. There are several integration capabilities that Kingsport may choose to leverage. Included in Kingsport’s project is:

- ArcGIS for purposes of local resident determination

Additional integrations may require discussion and scoping. Since integrations can require custom development time, additional fees may apply.

- Financial GL extract compatible with your financial system
- Identity Provider (IdP) Integration for secure single sign-on
- Lighting integration with Musco or SkyLogix lighting solutions

# The CivicPlus Platform

---

CivicRec is part of the CivicPlus Platform, the integrated technology platform for local government, which means local governments minimize the need to rely on various third-party providers for multiple technology solutions.

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- Easily access all purchased CivicPlus products and integrated solutions from one dashboard and toolbar
- Access to a continually growing and fully documented set of APIs in order to better connect your organization's processes and applications
- Centralized data store built on the HCMS with robust data automation and integration capabilities

## Integration Hub

Now, more than ever before, communication with your communities is vital. Missed information is a missed opportunity to engage your community in what is happening and reaching as many people as possible is critical to a successful parks and recreation offering.

With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations



for syncing content and data between CivicPlus products or with third parties (for an additional fee) without the need for a developer. You can even easily create integrations using manual import, polling, and webhooks (for an additional cost).

Seamlessly share and publish your CivicRec event information and details using the Integration Hub. Information entered in your CivicRec calendar will populate CivicEngage® Central calendars and save staff the time and additional steps of entering the same information in multiple places.

The Integration Hub will reduce the amount of manual work your staff needs to do in the course of their daily work. This will save valuable time by automating your most time-consuming manual workflows.



# Implementation

The following is a simplified example project plan. A typical CivicRec implementation averages 22-24 weeks. Kingsport's specific timeline can be affected by different training or integration needs as well as your own schedules and availability. However, upon determination of your final scope, we will be able to disclose a complete and more detailed project plan specifically tailored to you.

## PROJECT START



## GO LIVE

## Implementation Consultant

Kingsport will be assigned an Implementation Consultant who will work closely with you throughout the entire project deployment process. Your Implementation Consultant will act as a liaison between you and CivicRec, ensuring that milestones are met, status calls are conducted, issues/considerations are addressed, and startup is a painless process. Phase checklists as well as a detailed project plan will be utilized to facilitate project activities and track milestones.

Additionally, your Implementation Consultant will guide you through configuring the system and assist Kingsport with any technical questions you may have. The CivicRec Help Center will also be available to you throughout the implementation of your project, as well as after Go-Live, to provide you with self-help resources if desired.

## Project Approach

During the implementation period, Kingsport and CivicRec will work together to import and/or configure production data, develop and test integration to third party systems, and complete system training with your lead and frontline staff. You will also have begun your marketing promotion for the new site and online registration. After front line training is complete, CivicRec will complete a final data import (if required) and you will ensure the site is fully configured and ready for launch. Once you have indicated a go for launch, you will place a new link on your site which will redirect your customers to CivicRec. During this time, CivicRec is available to be on site with you or can be available remotely for immediate assistance should you desire.

## Data Imports

CivicRec can import certain data from your current database to your new RMS, leveraging our custom developed scripts and libraries. A data import of all GL Codes is included in all CivicRec implementations.



Also included in your project is an import of all Memberships. Additional data imports include Users, Residency, Activities, Facilities, and Future Facility Reservations. To benefit from further data imports options, additional fees will apply.

## Training & Consulting Plan

### Consulting

Our Implementation Consultants are parks and recreation experts who will make sure you get the most out of the CivicRec RMS. Throughout your implementation, they will be available to offer guidance and best practice guidelines for configuring the CivicRec system to meet your unique practices and offerings. We know that Kingsport's success relies on immersing your processes with the CivicRec RMS. You will receive tips and advice on how to make it work more efficiently for you and your public.

### Training

Kingsport's specific virtual training plan will be customized to meet your needs. We recommend a train-the-user approach with hands-on training for participants. Training is typically broken up by modules (Registration, POS, Reporting, etc.). All of your last-minute questions will be answered before Go-Live, so you are confident moving forward with your new system.

Note: We do not offer system administrator training as a separate item as it is included as part of our system development and implementation.

## Your Role

You should consider the following roles for a successful project team:

- **Project Executive** – Provides focus and guidance for the overall project. Helps to prioritize key objectives, assists with issue escalation, and acts as project champion.
- **Project Manager** – Works closely with the CivicRec Implementation Consultant to facilitate the execution of project activities and logistics. Organizes training for recreation staff, front desk, supervisors, and managers.
- **Lead Staff** – Activity managers and facility managers within parks and recreation who will be doing the primary configuration and setup within the CivicRec system.
- **Frontline Staff** – Acts as end users of the system and will participate in end user training sessions.
- **Information Technology** – Coordinates with CivicRec on technical aspects of the system and transfer of data.
- **Finance** – Coordinates the payment gateway integration and works with CivicRec to properly configure the necessary accounting setup.
- **Marketing** – Identifies and communicates rollout and adoption process both internally to the public.



# Ongoing Services

## Award-Winning Team

Over the past three years, CivicPlus' Technical Support Team has been recognized by the globally respected Stevie® Awards for Sales and Customer Service. CivicPlus has been honored with two Silver Stevie® Awards and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software - Up to 100 Employees, and Most Valuable Response by a Customer Service Team (COVID-19).

The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

## Around-the-Clock Service & Support

### *Technical & Ongoing Support*

- Live support personnel based in the U.S.
- Weekday business hours: 7 a.m. – 7 p.m. (CST)
- Contact via phone, email, and live chat
- 4-hour response during business hours
- 24/7 emergency support
- Self-Service CivicPlus Help Center for tutorials and user guides
- Assigned Client Success Manager to ensure your complete and ongoing satisfaction

### *Maintenance*

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades, fixes, enhancements, and OS patches

## Hosting & Security

- Tier III data centers that are SSAE 16 compliant
- 24/7/365 system monitoring, system availability, and performance
- Server firewalls, anti-virus scanning, IP logging and filtering, and application security monitoring
- Software updates and security patches
- Disaster recovery with local, replicated servers and off-site encrypted backups
- PCI Compliance with CivicPlus Pay - a Level 1 PCI DSS certified payment gateway



## MATERIALS AGREEMENT SUMMARY

### Consideration of the City Manager to Sign all Documents Necessary to Enter into a Materials Agreement with Landstar LLC, Related to the West Gate Phase 3 Development and to Appropriate the Funds

To: Chris McCartt, City Manager  
From: David Harris, City Staff

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#### **Summary:**

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

Pursuant to the policy, Landstar, LLC has requested that the proposed West Gate Phase 3 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$49,433.21 for a new twenty three (23) lot development.

To date, including this development, the program has supported 921 new/proposed lots within the City of Kingsport. Of those lots, 606 Building Permits and 532 Certificates of Occupancy have been issued to date.

#### **Attachments:**

1. Agreement
4. Cost Table
5. Location Maps
6. Development Chart

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

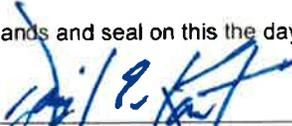
**MATERIALS AGREEMENT**

This AGREEMENT made and entered into on this 17th day of September, 2021, by and between Landstar, LLC hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

**WITNESSETH:**

1. The Developer has subdivided a tract of land known as West Gate Phase 3, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 990 LFT of Waterline and 980 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$49,433.21. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.
10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.
11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.
12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

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

  
 \_\_\_\_\_  
 Developer

  
 \_\_\_\_\_  
 Chris McCart City Manager

Attest:  
  
 Angela Marshall, Deputy City Recorder

Approved as to form:  
  
 \_\_\_\_\_  
 J. Michael Billingsley, City Attorney



## Materials Agreement

Project: West Gate Phase 3  
 Date: September 28, 2021  
 Developer: LandStar, LLC

File No.: 2021-D15

Water Line		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	56.00	Joints	\$486.00	\$27,216.00
42120	4' Bury Hydrant	1.00	each	\$1,610.00	\$1,610.00
42325	6" MJ Gate Valve	1.00	each	\$479.70	\$479.70
43031	8x8x6 Anchor Tee	1.00	each	\$196.19	\$196.19
42845	6" x 18" MJ Anchor Coupling	1.00	each	\$153.79	\$153.79
42335	8" MJ Gate Valve	3.00	each	\$764.05	\$2,292.15
41794	8" Plug w/ 2" Tap	1.00	each	\$97.88	\$97.88
42100	8x8x8 MJ Tee	1.00	each	\$109.37	\$109.37
Building Code					
	Receipt To:				
Subtotal:	<b>451-0000-208-1250</b>				\$32,155.08
Sales Tax:	<b>451-0000-207-0201</b>			9.50%	\$3,054.73
Project #	<b>WA2252</b>			Water Total:	\$35,209.81
	Expense To:				
Water Acct #	<b>451-0000-605-9003</b>				



## Materials Agreement

Project: West Gate Phase 3  
 Date: September 28, 2021  
 Developer: LandStar, LLC

File No.: 2021-D15

<b>Sanitary Sewer</b>		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	71.00	Joints	\$113.40	\$8,051.40
45226	Manhole Base (24") w/ Invert	6.00	each	\$550.00	\$3,300.00
45229	Manhole Ring Riser 2"	1.00	each	\$31.00	\$31.00
45230	Manhole Ring Riser 4"	2.00	each	\$41.00	\$82.00
45231	Manhole Ring Riser 6"	1.00	each	\$57.00	\$57.00
45224	Manhole Concrete 32" Riser	1.00	each	\$240.00	\$240.00
45219	Manhole Concrete 16" Concrete Cone	4.00	each	\$170.00	\$680.00
45218	Manhole Concrete 32" Concrete Cone	2.00	each	\$246.00	\$492.00
45203	Extra Boot Charge	1.00	each	\$56.00	\$56.00
Building Code					
	Receipt To:				
Subtotal:	<b>452-0000-208-1250</b>				\$12,989.40
Sales Tax:	<b>452-0000-207-0201</b>			9.50%	\$1,233.99
Project #	<b>SW2252</b>			Sewer Total	\$14,223.39
	Expense To:				
Sewer Acct #	<b>452-0000-606-9003</b>				
				Grand Total	\$49,433.21



# SITE DEVELOPMENT PLAN - PHASE 3

## West Gate Housing Development

### Kingsport, Tennessee



**SITE LOCATION MAP**  
NOT TO SCALE

#### SHEET INDEX

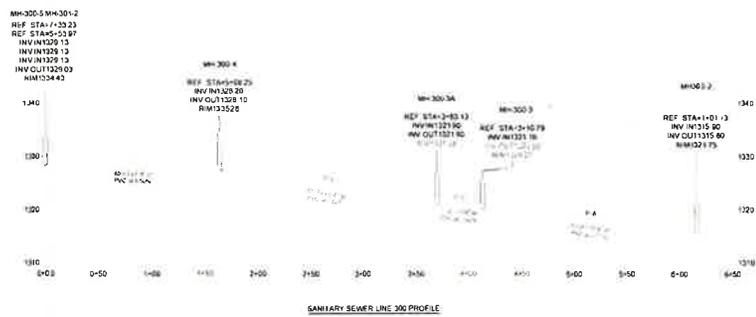
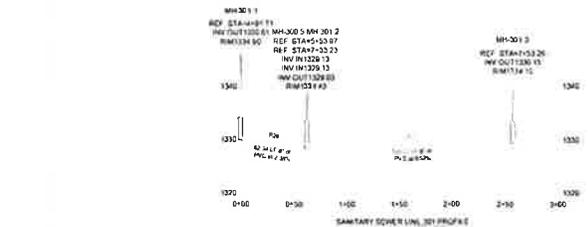
SHEET 1	COVER SHEET
SHEET 2	SITE PLAN
SHEET 3	GRADING PLAN
SHEET 4	ROAD PLAN & PROFILES
SHEET 5	ROAD DETAILS
SHEET 6	TDOT DETAILS
SHEET 7	WATER PLAN
SHEET 8	SANITARY PLAN & PROFILES
SHEET 9	STORM PLAN
SHEET 10	STORM PROFILES
SHEET 11	STORM DRAINAGE MAP
SHEET 12	STORM DETAILS
SHEET 13	EROSION & SEDIMENT CONTROL PLAN (SHEET 1)
SHEET 14	EROSION & SEDIMENT CONTROL PLAN (SHEET 2)
SHEET 15	EROSION & SEDIMENT CONTROL PLAN (SHEET 3)
SHEET 16	EROSION & SEDIMENT CONTROL DETAILS

**PROPERTY OWNER:** Land Star LLC  
**Parcel ID:** 062045C C 04120  
**Total Acreage:** 14.53  
**Phase III Acreage:** 4.32  
**Zoning:** R3  
**Density:** 15/Acre  
**CONTACT PERSON:** Brandon Stamper  
**ADDRESS:** 367 Hog Hollow Road  
 Johnson City, TN 37615  
**TELEPHONE:** 423 963 0196

NOT FOR CONSTRUCTION

<p>LandStar, LLC Cover Sheet - Phase 3 West Gate Housing Development Kingsport, Tennessee</p>	
<p>Project No. Drawing Name West Gate Housing Devl Cover Sheet 5/20/21</p>	<p>1</p>





Name	Station	Depth	Structure	Angle	Structure	Structure	Structure
MH-300-1	0+720.00	1.50	24" Dia. Manhole	0.00	300.00	132.00	132.00
MH-300-2	0+740.00	1.50	24" Dia. Manhole	0.00	200.00	132.00	132.00
MH-300-3	0+760.00	1.50	24" Dia. Manhole	0.00	100.00	132.00	132.00
MH-300-4	0+780.00	1.50	24" Dia. Manhole	0.00	0.00	132.00	132.00
MH-300-5	0+800.00	1.50	24" Dia. Manhole	0.00	0.00	132.00	132.00
MH-300-6	0+820.00	1.50	24" Dia. Manhole	0.00	0.00	132.00	132.00
MH-300-7	0+840.00	1.50	24" Dia. Manhole	0.00	0.00	132.00	132.00

Manhole	Structure	Station	Depth	Structure	Structure	Structure	Structure
MH-300-1	MH-300-2	0+720.00	1.50	24" Dia. Manhole	0.00	300.00	132.00
MH-300-2	MH-300-3	0+740.00	1.50	24" Dia. Manhole	0.00	200.00	132.00
MH-300-3	MH-300-4	0+760.00	1.50	24" Dia. Manhole	0.00	100.00	132.00
MH-300-4	MH-300-5	0+780.00	1.50	24" Dia. Manhole	0.00	0.00	132.00
MH-300-5	MH-300-6	0+800.00	1.50	24" Dia. Manhole	0.00	0.00	132.00
MH-300-6	MH-300-7	0+820.00	1.50	24" Dia. Manhole	0.00	0.00	132.00
MH-300-7	MH-300-8	0+840.00	1.50	24" Dia. Manhole	0.00	0.00	132.00



NOTE ALL ABANDONMENT OF ANY SANITARY SEWER IS TO BE UNDER DIRECT SUPERVISION OF THE CITY OF KINGSPORT AND USING METHODS APPROVED BY THE CITY OF KINGSPORT

- LEGEND
- PROPERTY LINE SURVEYED BY OTHERS
  - PROPOSED SANITARY SEWER
  - EXISTING SANITARY SEWER TO BE REMOVED
  - EXISTING SANITARY SEWER REMAINS
  - PROPOSED SANITARY SEWER MANHOLE
  - EXISTING SANITARY SEWER MANHOLE TO BE REMOVED
  - EXISTING SANITARY SEWER MANHOLE REMAINS
  - PROPOSED SANITARY SEWER

NOTE ALL SANITARY SEWER CONSTRUCTION AND MATERIALS TO BE IN STRICT CONFORMANCE WITH CITY OF KINGSPORT STANDARDS AND SPECIFICATIONS

NOT FOR CONSTRUCTION

DATE	DESCRIPTION

LandStar, LLC  
Sanitary Plan and Profiles- Phase 3  
West Gate Housing Development  
Kingsport, Tennessee

**GRESS**  
ENGINEERING

P.O. BOX 245  
BLUEFIELD VA 24605  
PHONE: 276 393 4440

Checked: RW  
Approved: PW  
Drawn: DW  
Project: West Gate Housing Development  
Sanitary 5-32-21

City of Kingsport  
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Reim to Dev	Status
Butch Rose	Hilcrest Heights	6	\$5,140.09	06/19/07	3	3	\$4,636.74	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	17	15	\$85,648.47	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	\$41,214.30	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			\$17,439.89	Closed
Edinburgh Group LLC	Edinburgh Phase IA, Section 1	32	\$42,867.62	02/19/07	Total of 236	215	\$39,474.82	Closed
	Edinburgh Phase IA, Section 2	15	\$25,205.92	04/17/07			\$23,273.53	Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			\$2,659.62	Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			\$11,116.69	Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			\$8,770.02	Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			\$18,549.10	Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			\$23,403.87	Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			\$17,792.14	Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			\$60,735.18	Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			\$48,501.91	Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			\$25,162.11	Closed
	Edinburgh Phase 9	6	\$5,917.93	5/5/2016			\$5,386.74	Closed
	Edinburgh Phase 10	10	\$38,265.22	3/1/2017			\$34,953.21	Closed
	Edinburgh South Phase 1	23	\$36,694.42	11/1/2016			\$33,722.81	Closed
	Edinburgh Phase 11	14	\$26,250.40	6/19/2018			\$23,984.14	Closed
	Edinburgh S. Phase 2 Gibson Spr	24	\$28,924.56	5/5/2020	12			Open
	Edinburgh S. Phase 3 Gibson Spr	19	\$38,378.10	10/15/2019			\$35,631.30	Closed
	Edinburgh Phase 12	13	\$12,752.16	7/23/2019				Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	47	41	\$111,538.58	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	22	20	\$44,680.99	Closed
Harold Slemp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	46	45	\$70,722.51	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	9	6	\$16,883.63	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	43	41	\$66,603.46	Closed
	Anchor Point - Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0		Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	\$8,203.18	Closed
Ken Bates	Chase Meadows Phase I (reim for 1)	15	\$39,418.91	07/15/08	Total of 68	56	\$31,518.06	Closed
	Chase Meadows Phase II (amt not paid)	87	(\$68,096.96)	08/19/08				Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	\$28,588.47	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	43	42	\$91,166.09	Closed
Gary Alexander	Riverbend Phase I	15	\$32,767.17	02/03/09	10	0	\$26,351.32	Closed
	Riverbend - Epcon Phase II (tabled 1/10/11)	9	(\$33,171.54)	02/01/11				Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	\$30,938.04	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			\$3,799.14	Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	7	\$1,959.94	Closed
Vic Davis	The Summitt at Preston Park Ph 3	20	\$79,327.82	12/03/13	5	3	\$70,967.77	Closed
	<b>TOTAL</b>	<b>821</b>	<b>\$1,214,225.48</b>		<b>606</b>	<b>532</b>	<b>\$1,165,977.77</b>	