



## **AGENDA**

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

**Monday, December 20, 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  
John Rose, Economic Development Director  
Adrienne Batara, Public Relations 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. Roads Update – Michael Thompson
4. Review of items on December 21, 2021 Business Meeting Agenda
5. Adjourn

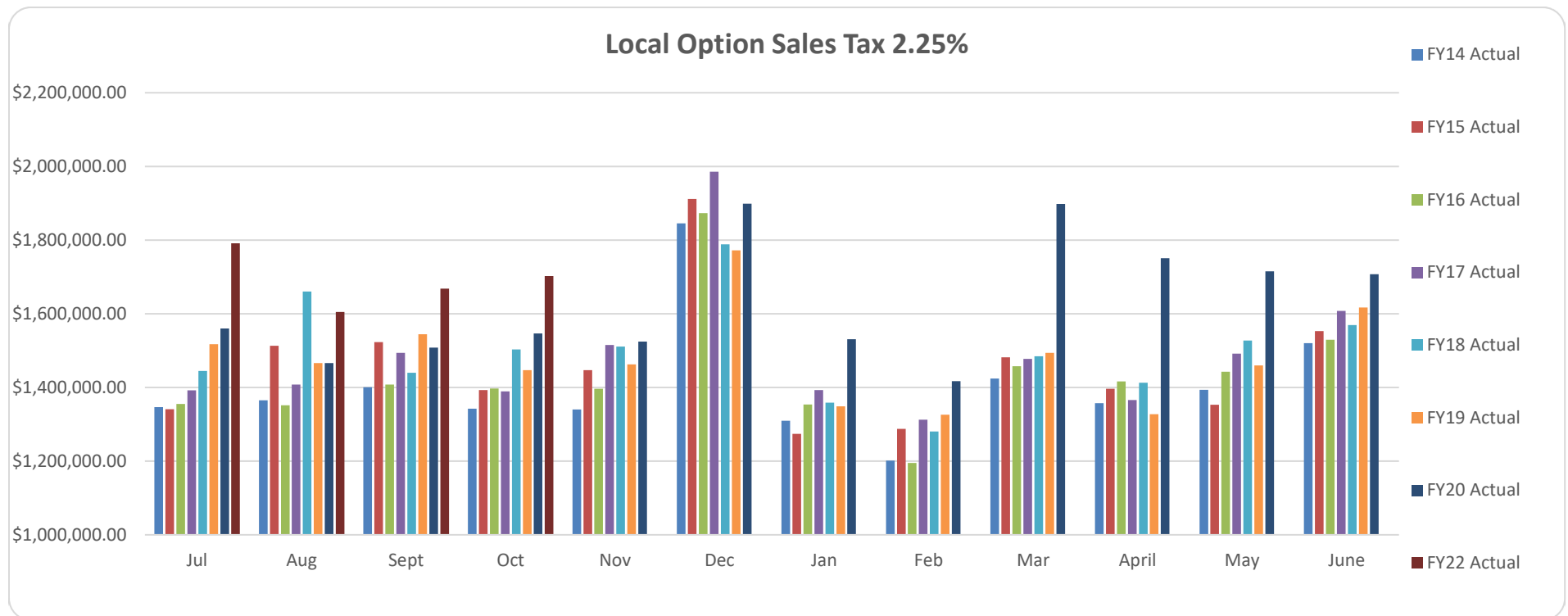
**Next Work Session, Tuesday, January 18, 2022, 4:00 p.m.**

Added 12/20/21

## Local Option Sales Tax 2.25%

### September 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
Jul	\$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%
Aug	\$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%
Sept	\$1,523,474.00	\$1,407,707.00	\$1,493,952.13	\$1,440,056.00	\$1,544,461.94	\$1,508,122.79	\$1,668,359.84	\$1,510,000.00	\$158,359.84	10.49%	\$160,237	10.62%
Oct	\$1,392,699.41	\$1,397,511.00	\$1,389,451.00	\$1,503,032.00	\$1,447,066.95	\$1,546,557.57	\$1,702,507.26	\$1,550,000.00	\$152,507.26	9.84%	\$155,950	10.08%
Nov	\$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				
Dec	\$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				
Jan	\$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				
Feb	\$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				
Mar	\$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				
April	\$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				
May	\$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				
June	\$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>\$667,516.22</b>	<b>10.91%</b>	<b>\$686,669</b>	<b>11.26%</b>





# City of Kingsport

December 21, 2021

## Project Status in Pictures

### 1 Storm Drain Art

All of the storm drain artists for the 2021 contest have completed their drains. Pictured is Alexandra Sheffey.

### 3 Fire Training Center

Interior work continues, with a focus on electrical work and completion of the classroom.

### 2 Eastern Star Paving

The Eastern Star area paving project is complete, with thermal markings being done earlier this week.

### 4 New Skate Park

The features received concrete placement this week, with the help and expertise of New Line Skate Parks.



# 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	TDOT has asked for a CSRP to be conducted a part of the NEPA process. Mattern & Craig is working on this supplemental document as well as revisions to the NEPA document.
\$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.	5/3/2022	Notice to proceed date set for 1/3/2022.
\$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	TDOT provided approval on 11/4/21 to begin Design Phase.
\$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	Concrete placement on skate park features expected for 12/15, 12/16, and 12/17.
\$1,200,000.00	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.
\$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.



Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$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	Work was completed on 12/5. Contractor is working to address a couple items on the punchlist.
\$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	Legal Dept. to receive easement appraisals this week.
\$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
\$188,900.00	Randy Salyer	<b>Riverfront Park Pedestrian Swinging Bridge Improvements</b>	Structural improvements to the swinging bridge at Riverfront Park.	3/31/2022	Bids were opened on December 8th. Inland Construction was the low bidder.
\$148,934.00	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.		Contract has been delivered to the contractor - Holm Court - for their execution.
\$142,550.00	Chad Austin	<b>2021 Sewer Manhole Rehabilitation Project</b>	Project will consist of rehabilitation of 44 sanitary sewer manholes with an estimated total vertical depth of approximately 350 feet.	4/4/2022	Notice to proceed date set for 1/3/2022.
\$60,000.00		<b>Traffic Signal Shed</b>	Shed for signal materials	4/30/2022	Currently working on project quotes.
\$46,500.00	Kitty Frazier	<b>Greenbelt Bridge Repair - Behind Southern Classic</b>		1/31/2022	Contract has been awarded to Thomas Construction. Contrsuction expected in mid January.
	Chris Campbell	<b>KATS Maintenance Facility Phase 2</b>	Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded)		Bid date has been moved to January due to increased interest in bidders for after the Christmas holiday schedules.
	Chris Markley	<b>Archives Move and Demo</b>	Move Archives into the new city hall and demo existing Archives space, shelving, and cage at the Library.		New shelves have been ordered. They are custom made for the Archives space and will take 4-5 months for construction and installation of new shelves.
	Kitty Frazier	<b>Allandale Driveway/Entrance/Parking - Road Repair/Paving</b>	Improvements to the Allandale campus including landscaping and paving of driveways.	4/30/2022	Landscaping portion in the front of Allandale has been completed
	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

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
	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.
	Michael Borders	<b>MeadowView Roof Replacement</b>	Partial Re-Roofing of the MeadowView Conference Resort & Convention Center		<a href="#">Finalizing bid documents to bid out in the early first quarter of 2022.</a>
	Rob Cole	<b>Bays Mountain Heritage/Legacy Trail (50th Anniversary)</b>	Construction of new mountain bike/hiking trail at Bays Mountain Park.	1/31/2022	<a href="#">Over 2 miles are complete. Trail is moving northeast toward the antenna.</a>
	Shirley Buchanan	<b>Senior Center Atrium Improvements</b>	Improvements to the Atrium at the Renaissance Center to improve functionality		<a href="#">Project will advertise 12/19/2021.</a>

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Second revision  
12/20/21

## **AGENDA**

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

#### **BUSINESS MEETING**

**Tuesday, December 21, 2021, 7:00 p.m.  
City Hall, 415 Broad Street, Boardroom**

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Mayor Patrick W. Shull, Presiding  
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Alderman Betsy Cooper  
Alderman Darrell Duncan

Alderman Paul W. Montgomery  
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#### **City Administration**

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Adrienne Batara, Public Relations Director

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Jessica Harmon, Assistant to City Manager  
Dale Phipps, Police Chief  
Scott Boyd, Fire Chief  
John Morris, Budget Director  
John Rose, Economic Development Director

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

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

#### **II.B INVOCATION – Pastor Scottie Burkhalter, Holy Trinity Lutheran Church**

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

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

None

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

1. Appointments to the Kingsport Economic Development Board (AF:357-2021) (Mayor Shull)
  - Appointment
2. Reappointment of City of Kingsport Municipal Judge (AF:362-2021) (Mayor Shull)
  - Appointment



**V. APPROVAL OF MINUTES**

1. Work Session – December 6, 2021
2. Business Meeting – December 7, 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. Consideration of an Ordinance to Amend the FY 2022 General Purpose School Fund Budget (AF:324-2021) (David Frye)
  - Ordinance – First Reading
2. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Magnolia Ridge Development, LLC, Related to the Magnolia Ridge Phase 1 Development and an Ordinance to Appropriate the Funds (AF:368-2021) (Michael Thompson)

Resolution added

- Resolution
- Ordinance – First Reading

3. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Integrity Building Group, LLC, Related to the Miller Parke Phase 3 Development and an Ordinance to Appropriate the Funds (AF:369-2021) (Michael Thompson)

Resolution added

- Resolution
- Ordinance – First Reading

4. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Carla Karst, Related to the Cox Valley Development and an Ordinance to Appropriate the Funds (AF:367-2021) (Michael Thompson)

Resolution added

- Resolution
- Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Consideration of an Ordinance Amending the Zoning Code Chapter 114, Article IV, Section 535, of the Kingsport Code of Ordinances by Adding the City's Three Industrial Zoning Districts to the List of Zoning Districts Eligible for an Electronic Message Board Component as Part of the Freestanding Sign Allowance (AF:337-2021) (Ken Weems)
  - Ordinance – Second Reading and Final Adoption

2. Consideration of an Ordinance to Vacate Excess Right-Of-Way Known as Buckles Drive and Simpson Street (AF:333-2021) (Savannah Garland)
  - Ordinance – Second Reading and Final Adoption
3. Consideration of an Ordinance to Vacate Excess Right-of-Way adjacent to 1777 N. Eastman Road (AF:334-2021) (Savannah Garland)
  - Ordinance – Second Reading and Final Adoption
4. Consideration of an Ordinance Vacating Right-of-Way Adjacent to Globe Avenue (AF:335-2021) (Savannah Garland)
  - Ordinance – Second Reading and Final Adoption
5. 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 – Second Reading and Final Adoption
6. Budget Adjustment Ordinance for Various Funds in FY22 (AF:350-2021) (Chris McCartt)
  - Ordinance – Second Reading and Final Adoption
7. Amend the FY 2022 the General Purpose School Fund (AF:348-2021) (David Frye)
  - Ordinance – Second Reading and Final Adoption
8. Amend the FY 2022 School Special Projects Fund Budget (AF:351-2021) (David Frye)
  - Ordinance – Second Reading and Final Adoption
9. Amend Chapter 26, Article II, Section 19 of the Code of Ordinances, City of Kingsport (AF:349-2021) (Chris McCartt/Bart Rowlett)
  - Ordinance – Second Reading and Final Adoption

**D. OTHER BUSINESS**

1. Consideration of a Resolution Awarding the Bid for the Refurbishment of One (1) Caterpillar 120 Motor Grader (AF:356-2021) (Ryan McReynolds/Steve Leonard)
  - Resolution
2. Utility Relocation Contract and Conduit Occupancy Agreement with Spectrum Southeast, LLC for the Main Street Redevelopment Project (AF:360-2021) (Ryan McReynolds)
  - Resolution
3. Consideration of a Resolution Approving a Facility Encroachment Agreement with CSX Transportation (CSXT) for the Main Street Project Waterline Construction (AF:361-2021) (Ryan McReynolds)
  - Resolution

4. Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order for 57 Samsung Televisions from Central Technologies, Inc. (AF:358-2021) (David Frye)
  - Resolution
5. Consideration of a Resolution Awarding the Bid of DBHS Re-Roof Project and Authorizing the Mayor to Enter into an Agreement with Morristown Roofing Company, Inc. (AF:359-2021) (David Frye)
  - Resolution
6. Consideration of a Resolution Authorizing Submission of Application for TDOT “Urban Transportation Planning Grant” – Traffic Study for Stone Drive and JB Dennis Area (AF:355-2021) (Michael Thompson)
  - Resolution
7. Consideration of a Resolution Accepting a Donation of Real Property from Eastman Chemical Company Adjacent to Borden Park (AF:365-2021) (Mike Billingsley)
  - Resolution
8. Consideration of a Resolution Approving a Professional Services Agreement with Barge Design Solutions for the Second Phase of the Scott Adams Memorial Skate Park Complex for Professional Design Services (AF:344-2021) (Michael Borders)
  - Resolution
9. Consideration of a Resolution to Ratify an Application for an Assistance to Firefighters Grant Offered By the Federal Emergency Management Administration and Authorizing Receipt of the Grant Funds if Awarded (AF:366-2021) (Chief Scott Boyd)
  - 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**

1. Consideration of a Resolution Approving a Contract Amendment for A&E Services for KATS Vehicle Storage and Maintenance Facility Project (AF:353-2021) (Chris McCartt)
  - Resolution
2. Consideration of a Resolution Approving a Lease Agreement with the Tennessee Board of Regents and the Tennessee College of Applied Technology Division for Space at the New KCS John Sevier Middle School (AF:249-2021) (Chris McCartt)
  - Resolution



3. Consideration of a Resolution Authorizing the City Manager to Issue a Blanket Order for Substitute Staffing Services with ESS Southeast, LLC, for Kingsport City Schools (AF:364-2021) (David Frye)
    - Resolution
  4. Consideration of a Resolution Approving an Amendment to the Agreement between the City of Kingsport and First Horizon Bank National Association to Renew the Banking Services Agreement for an Additional Three Year Period (AF:363-2021) (Lisa Winkle)
    - Resolution
  5. Consideration of a Resolution Rejecting the Proposals for Unarmed Security Services (AF:343-2021) (Ryan McReynolds)
    - Resolution
  6. Consideration of a Resolution Authorizing the Mayor to Sign a Release of Demolition Lien on Property Located at 2513 Fort Henry Drive (AF:370-2021) (Chris McCartt)
    - Resolution
- Added 12/20/21

#### **VIII. COMMUNICATIONS**

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

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

#### **IX. ADJOURN**



## AGENDA ACTION FORM

### Appointments to the Kingsport Economic Development Board

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

Action Form No.: AF-357-2021  
 Work Session: December 20, 2021  
 First Reading: N/A

Final Adoption: December 21, 2021  
 Staff Work By: Mayor Shull  
 Presentation By: Mayor Shull

### Recommendation:

Approve Appointments

### Executive Summary:

It is recommended to reappoint CeeGee McCord and Craig Denison and to appoint Dr. Bob Harshbarger to the Kingsport Economic Development Board for the City of Kingsport. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are six years with no term limits. The board is comprised of nine (9) members, all duly qualified electors of and taxpayers in the City of Kingsport.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Bob Feathers	1/1/26	4	All KPT Residents / At-large
Denis Phillips	1/1/26	Fulfilling an unexpired term	
Larry Estepp	1/1/26	2	
CeeGee McCord	1/1/22	2	
Craig Denison	1/1/22	1	
Bill Dudley	1/1/22	2	
Julie Bennett	1/1/24	3	
Thomas Kennedy	1/1/24	Fulfilling an unexpired term	
Steve LaHair	1/1/24	1	

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Bob Feathers	1/1/26	4	All KPT Residents / At-large
Denis Phillips	1/1/26	Fulfilling an unexpired term	
Larry Estepp	1/1/26	2	
CeeGee McCord	1/1/28	3	
Craig Denison	1/1/28	2	
Bob Harshbarger	1/1/28	1	
Julie Bennett	1/1/24	3	
Thomas Kennedy	1/1/24	Fulfilling an unexpired term	
Steve LaHair	1/1/24	1	

### Attachments:

1. Dr. Bob Harshbarger Bio

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

**Robert H. Harshbarger, III, Pharm.D, FACA**  
**Doctor of Pharmacy**  
**Fellow of American College of Apothecaries**

Bob Harshbarger was raised in Kingsport. He grew up in Colonial Heights where he attended Miller Perry Elementary and later graduated from Dobyns-Bennett High School. Bob is married to Erin Harshbarger, and they have two young boys.

Bob received his Bachelor of Science degrees in Biology as well as Chemistry from East Tennessee State University in Johnson City. He then pursued his Doctorate degree from Mercer University College of Pharmacy in Atlanta, GA. Bob spends his time serving patients in his community making sure they get the medicine they need and the care they deserve.

Bob has been a licensed pharmacist for over a decade and has successfully run his family's small business. Bob is a problem solver. He understands that budgets need to be balanced, decisions need to be made for the good of the community and kicking the can down the road is not an option. Bob is principle-driven and believes taxes should be used to provide services, not serve the government and the people should be heard first, not last.

Bob has a history of investing in his community. Whether it's training and mentoring pharmacy students, or serving on the executive board of directors of the Boys and Girls Club of Greater Kingsport, he can be found actively taking the lead. He is also a member of the local Chamber of Commerce, a graduate of Leadership Kingsport, and regional director of the American College of Apothecaries.





## AGENDA ACTION FORM

### Reappointment of City of Kingsport Municipal Judge

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

Action Form No.: AF-362-2021  
 Work Session: December 20, 2021  
 First Reading: N/A

Final Adoption: December 21, 2021  
 Staff Work By: Mayor Shull  
 Presentation By: Mayor Shull

### Recommendation:

Approve Reappointment

### Executive Summary:

It is recommended to reappoint S. Curtis Rose as the Municipal Judge for the City of Kingsport. If approved by the Board of Mayor and Aldermen, his reappointment will be for a two-year term effective January 1, 2022 through December 31, 2023.

### Attachments:

1. None

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

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, December 6, 2021, 4:00 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  
Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
Michael Borders, Assistant City Manager  
Mike Billingsley, City Attorney  
Michael Thompson, Public Works Director  
Lisa Winkle, City Recorder/Treasurer  
Angie Marshall, City Clerk/Deputy City Recorder  
Scott Boyd, Fire Chief  
Dale Phipps, Police Chief  
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:** 4:00 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** Deputy City Recorder Marshall
3. **LEGISLATIVE DELEGATION CONVERSATION.** Local state legislators were in attendance to discuss projects, partnerships and how they could assist the City regarding funding from the State. City Manager McCartt presented items including infrastructure, workforce development, education and economic development. Discussion followed.
4. **MUNICIPAL ELECTION INFORMATION.** Jason Booher, Sullivan County Election Commission presented this item and answered questions regarding the change in legislation regarding Board of Education elections and how it affects the BMA. This is also Item VI.B.1 on the agenda. He provided many benefits to moving the election to August in even years versus the current election being in May of odd years as it stands now. He also provided statistics on active registered voters in the city. There was considerable discussion.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday December 6, 2021**

**5. REVIEW OF AGENDA ITEMS ON THE DECEMBER 7, 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.

**VI.B.1 Change the Date of Municipal Elections to Coincide with the August General Election and Extend the Terms of Office (AF: 312-2021).** See Item 4.

**VI.D.5 Approve the Tennessee State Subdivision Opioid Abatement Agreement and Authorize the Mayor to Execute the Agreement (AF: 342-2021).** Assistant City Attorney Rowlett presented this item and answered questions from the board.

**VI.D.7 Approve an Amendment to the Redevelopment Plan for Kingsport by Establishing the Lynn Garden Redevelopment District (AF: 322-2021).** Joel Conkin gave a presentation on this and the following item, providing details on the current districts and the qualifications and the process involved for amending and expanding them. He pointed out the benefits to developers this designation also provided. Vice-Mayor George inquired if these districts were permanent to which Mr. Conkin replied until the BMA declares them otherwise, which hasn't happened to date. Discussion ensued.

**VI.D.8 Approve an Amendment to the Redevelopment Plan for Kingsport by Amending the Downtown Redevelopment District Boundary (AF: 323-2021).** See Item VI.D.7.

**6. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:10 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, December 7, 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

Alderman Darrell Duncan

Alderman Paul Montgomery

Alderman Tommy Olterman

Alderman James Phillips

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:** New Vision Youth.

**II.B. INVOCATION:** Pastor Phil Whittemore, Bloomingdale Baptist Church.

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

**IV.A. RECOGNITIONS AND PRESENTATIONS.**

1. Dobyys-Bennett Band named Class AAA National Champions (Alderman Duncan).

**IV.B. APPOINTMENTS.**

1. **Appointment to the Employee Dependent Scholarship Program** (AF: 345-2021) (Mayor Shull).

Motion/Second: Montgomery/George, to approve:

APPOINTMENT OF DR. SAM ROWELL TO SERVE A THREE-YEAR TERM ON THE **EMPLOYEE DEPENDENT SCHOLARSHIP PROGRAM** EFFECTIVE IMMEDIATELY AND EXPIRING ON AUGUST 1, 2023.

Passed: All present voting "aye."

**V. APPROVAL OF MINUTES.**

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

A. November 15, 2021 Regular Work Session

B. November 16, 2021 Regular Business Meeting

Approved: All present voting "aye."



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, December 7, 2021**

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.**

**1. Amend the Zoning Code Chapter 114, Section 535, by Adding the City's Three Industrial Zoning Districts to the List of Zoning Districts Eligible for an Electronic Message Board Component as Part of the Freestanding Sign Allowance (AF: 337-2021) (Ken Weems).**

**PUBLIC COMMENT ON ITEM VI.A.1.** None.

Motion/Second: Olterman/George, to pass:

AN ORDINANCE AMENDING CHAPTER 114, ARTICLE IV, SECTION 535 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO ELECTRONIC MESSAGE BOARD SIGNS BY ADDING ELIGIBILITY FOR INDUSTRIAL ZONES AND UPDATING THE NOMENCLATURE OF AN EXISTING ZONE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

**2. Vacate Excess Right-of-Way Known as Buckles Drive and Simpson Street (AF: 333-2021) (Savannah Garland).**

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

Motion/Second: Duncan/Montgomery, to pass:

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY NAMED BUCKLES DRIVE/SIMPSON STREET LOCATED OFF OF SIMPSON STREET SITUATED IN THE CITY OF KINGSPORT, THIRTEENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

**3. Vacate Excess Right-of-Way Adjacent to 1777 North Eastman Road (AF: 334-2021) (Savannah Garland).**

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

Motion/Second: Montgomery/George, to pass:

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

Passed on first reading: All present voting "aye."

**4. Vacate Right-of-Way Adjacent to Globe Avenue (AF: 335-2021) (Savannah Garland).**

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

Motion/Second: Cooper/Phillips, to pass:

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY NAMED PORTION OF CLINCH ST. RIGHT-OF-WAY LOCATED OFF OF GLOBE AVENUE SITUATED IN THE CITY OF KINGSFORT, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

**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. Change the Date of Municipal Elections to Coincide with the August General Election and Extend the Terms of Office (AF: 312-2021) (Mayor Shull).**

Motion/Second: Shull/Duncan, to pass:

AN ORDINANCE CHANGING THE DATE OF MUNICIPAL ELECTIONS TO COINCIDE WITH AUGUST GENERAL ELECTIONS AND EXTENDING THE TERMS OF OFFICE AS AUTHORIZED BY TENNESSEE CODE ANNOTATED SECTION 6-54-138; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye" except George and Phillips voting "nay."

**2. Budget Adjustment for Various Funds in FY22 (AF: 350-2021) (Chris McCartt).**

Motion/Second: George/Montgomery, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, MEADOWVIEW PROJECT FUND, WATER PROJECT FUND, AND SEWER PROJECT FUND BUDGETS BY APPROPRIATING GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND SERIES 2021; FOR THE FISCAL YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

**3. Amend the FY22 General Purpose School Fund (AF: 348-2021) (David Frye).**

Motion/Second: Duncan/Montgomery, to pass:

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2022; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

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**4. Amend the FY22 School Special Projects Fund Budget** (AF: 351-2021) (David Frye).

Motion/Second: Montgomery/Phillips, to pass:

AN ORDINANCE TO AMEND THE FY 2022 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

**5. Amend Chapter 26, Article II, Section 19 of the Code of Ordinances, City of Kingsport** (AF: 349-2021) (Chris McCartt/Bart Rowlett).

Motion/Second: George/Cooper, to pass:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 26, ARTICLE II, SECTION 19 RELATING TO REGISTRY REQUIREMENTS FOR HOTELS AND OTHER LODGING ESTABLISHMENTS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

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

**1. Budget Adjustment for Various Funds in FY22** (AF: 328-2021) (Chris McCartt).

Motion/Second: George/Cooper, to pass:

**ORDINANCE NO. 6979**, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, GENERAL PROJECTS-SPECIAL REVENUE, AND GENERAL FUND BUDGETS FOR THE 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. Bid Award for Equipment & Medium/Heavy Duty & Light Duty Automotive Repair Services** (AF: 331-2021) (Ryan McReynolds/Steve Leonard)

Motion/Second: Duncan/George, to pass:

**Resolution No. 2022-101**, A RESOLUTION AWARDING THE BIDS FOR VARIOUS EQUIPMENT, MEDIUM AND HEAVY DUTY AUTOMOTIVE REPAIR SERVICES AS WELL AS LIGHT DUTY AUTOMOTIVE REPAIR SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

**2. Award Purchase for One (1) CAT 953 Track Loader Utilizing Sourcewell Cooperative Purchasing Agreement** (AF: 336-2021) (Ryan McReynolds/Steve Leonard).

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Motion/Second: George/Montgomery, to pass:

**Resolution No. 2022-102**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO SOURCEWELL COOPERATIVE PURCHASING FOR ONE CAT 953 TRACK LOADER

Passed: All present voting “aye.”

**3. Bid Award for Nutrition Software to EMS LINQ, Inc. for KCS Nutrition Services and Authorize the Mayor to Execute an Agreement (AF: 332-2021) (David Frye).**

Motion/Second: Duncan/Cooper, to pass:

**Resolution No. 2022-103**, A RESOLUTION AWARDING THE REQUEST FOR PROPOSALS FOR KINGSFORT CITY SCHOOLS NUTRITION SOFTWARE TO EMS LINQ, INC. AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**4. Bid Award for Dairy Items for KCS Nutrition Services to Prairie Farms Dairy and Authorize the Mayor to Execute a Contract (AF: 340-2021) (David Frye).**

Motion/Second: Phillips/Cooper, to pass:

**Resolution No. 2022-104**, A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF DAIRY ITEMS TO PRAIRIE FARMS DAIRY FOR THE KINGSFORT CITY SCHOOLS NUTRITION SERVICES PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

Passed: All present voting “aye.”

**5. Approve the Tennessee State Subdivision Opioid Abatement Agreement and Authorize the Mayor to Execute the Agreement (AF: 342-2021) (Chris McCartt).**

Motion/Second: George/Phillips, to pass:

**Resolution No. 2022-105**, A RESOLUTION AUTHORIZING THE CITY OF KINGSFORT TO JOIN IN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS AS PARTICIPANTS IN THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT; APPROVING THE RELATED SETTLEMENT AGREEMENTS; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS RESOLUTION

Passed: All present voting “aye.”

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**6. Approve a Release of All Claims for Progressive Insurance Company and Its Insured Jonathan Waterman for Payment for Damages to Church Circle Due to a Vehicle Crash on February 11, 2021 (AF: 341-2021) (Chris McCartt/Bart Rowlett).**

Motion/Second: Montgomery/Duncan, to pass:

**Resolution No. 2022-106**, A RESOLUTION APPROVING A FULL RELEASE OF ALL PROPERTY DAMAGE CLAIMS FROM PROGRESSIVE INSURANCE COMPANY FOR PROPERTY DAMAGE TO THE CHURCH CIRCLE ROUNDABOUT STRUCTURE AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

Passed: All present voting “aye.”

**7. Approve an Amendment to the Redevelopment Plan for Kingsport by Establishing the Lynn Garden Redevelopment District (AF: 322-2021) (Chris McCartt/Jessica Harmon).**

Motion/Second: Olterman/Duncan, to pass:

**Resolution No. 2022-107**, A RESOLUTION APPROVING AN AMENDMENT TO THE CITY OF KINGSPORT REDEVELOPMENT PLAN CREATING THE LYNN GARDEN REDEVELOPMENT DISTRICT

Passed: All present voting “aye.”

**8. Approve an Amendment to the Redevelopment Plan for Kingsport by Amending the Downtown Redevelopment District Boundary (AF: 323-2021) (Chris McCartt/Jessica Harmon).**

Motion/Second: Duncan/Phillips, to pass:

**Resolution No. 2022-108**, A RESOLUTION APPROVING AN AMENDMENT TO THE DOWNTOWN REDEVELOPMENT DISTRICT BOUNDARY

Passed: All present voting “aye.”

**9. Approve the Renewal of a Policy for Stop Loss Insurance Coverage with Voya Reliastar Life Insurance Company (AF: 338-2021) (Michael Borders).**

Motion/Second: George/Phillips, to pass:

**Resolution No. 2022-109**, A RESOLUTION AUTHORIZING THE RENEWAL OF A POLICY FOR STOP LOSS INSURANCE COVERAGE WITH VOYA RELIASTAR LIFE INSURANCE COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE ALL AGREEMENTS FOR STOP LOSS INSURANCE AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS RESOLUTION

Passed: All present voting “aye.”



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**10. Award Merchant Service Processing for Central Square  
Accounts to PAYA and Authorizing the Mayor to Execute the Agreements** (AF:  
352-2021) (Lisa Winkle).

Motion/Second: Cooper/George, to pass:

**Resolution No. 2022-110**, A RESOLUTION AWARDING MERCHANT SERVICE PROCESSING FOR CENTRAL SQUARE ACCOUNTS TO PAYA AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACTS

Passed: All present voting “aye.”

**11. Ratify Mayor’s Signature on a Pre-Application for an  
Appalachian Regional Commission Grant for Replacement of the Water Treatment  
Plant Traveling Screens** (AF: 354-2021) (Ryan McReynolds).

Motion/Second: George/Duncan, to pass:

**Resolution No. 2022-111**, A RESOLUTION TO RATIFY THE MAYOR’S SIGNATURE ON THE PRE-APPLICATION FOR A GRANT FROM THE APPALACHIAN REGIONAL COMMISSION

Passed: All present voting “aye.”

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

Motion/Second: George/Olterman, to adopt:

**1. Agreement with Wilson County Schools for Cooperative  
Purchasing** (AF: 283-2021) (David Frye).

Pass:

**Resolution No. 2022-112**, A RESOLUTION APPROVING AN AGREEMENT WITH WILSON COUNTY SCHOOLS FOR COOPERATIVE PURCHASING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER 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.”

**2. Reject Proposals for Solid Waste Disposal** (AF: 315-2021) (Ryan McReynolds).

Pass:

**Resolution No. 2022-113**, A RESOLUTION REJECTING ALL PROPOSALS RELATED TO THE SOLID WASTE DISPOSAL REQUEST FOR PROPOSALS

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

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**3. Change Certain Meeting Dates for Work Sessions and Business Meetings of the Board of Mayor and Aldermen (AF: 346-2021) (Chris McCartt).**

Pass:

**Resolution No. 2022-114**, A RESOLUTION CHANGING CERTAIN WORK SESSIONS AND BUSINESS MEETINGS OF THE BOARD OF MAYOR AND ALDERMEN IN MONTHS OF JANUARY, MARCH, JULY AND SEPTEMBER OF 2022 IN ACCORDANCE WITH ARTICLE III, SECTION 7 OF THE CHARTER OF THE CITY OF KINGSPORT, TENNESSEE

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

**4. Amend the Wage and Salary Policy Adopted by Resolution 2009-257 (AF: 339-2021) (Michael Borders).**

Pass:

**Resolution No. 2022-115**, A RESOLUTION AMENDING RESOLUTION NO. 2009-257, A WAGE AND SALARY POLICY FOR CITY EMPLOYEES

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

**5. Agreement with Americans for the Arts (AF: 330-2021) (Michael Borders).**

Pass:

**Resolution No. 2022-116**, A RESOLUTION APPROVING AN AGREEMENT WITH AMERICANS FOR THE ARTS FOR PARTICIPATION IN THE ARTS & ECONOMIC PROSPERITY 6 STUDY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

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

**6. Accept a Monetary Donation for the Upgrade of J. Fred Johnson Stadium Lights and Sound System (AF: 347-2021) (David Frye).**

Pass:

**Resolution No. 2022-117**, A RESOLUTION ACCEPTING A MONETARY DONATION FOR UPGRADES TO THE LIGHT AND SOUND SYSTEMS AT J. FRED JOHNSON STADIUM

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, December 7, 2021**

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** None.

**B. MAYOR AND BOARD MEMBERS.** Alderman Montgomery thanked Alderman Cooper and Alderman Phillips for coordinating the Christmas trees in Glen Bruce Park. He also thanked Alderman Duncan for recognizing the DB Band. Mr. Montgomery noted the KOSBE awards were this Thursday and a HOPE event on Sunday. Alderman Phillips mentioned a Homebuilders meeting on Thursday and also commented on the employee Christmas luncheon, tree lighting and parade. He pointed out the visit from the State legislators yesterday at the work session as well as the beginning of TCAT classes in January at Sullivan North. Alderman Olterman encouraged everyone to support upcoming Doby's Bennett basketball and ETSU football games. Alderman Duncan stated it was exciting to see so many people downtown last weekend. He commented on upcoming Christmas performances at Lamplight Theatre the next two weekends as well as the Inter-City Ballet's Nutcracker performances at Robinson Middle School. Alderman Cooper mentioned there would be caroling in Glen Bruce Park next Friday from 6-8 pm and commented on the nativity scene in Church Circle. She also thanked the city staff for all their efforts in making the Christmas trees in the park a reality. Vice-Mayor George encouraged everyone to shop local and support local businesses as they do their Christmas shopping, pointing out it really makes a difference. Mayor Phillips also thanked Alderman Cooper and Alderman Phillips for the trees in the park. He offered condolences to the family of Bruce Shine, noting he had been engaged in civic activities in Kingsport. Lastly, he recognized the date and the significance of Pearl Harbor.

**C. REPORT ON DEBT OBLIGATION – LISA WINKLE.**

**D. VISITORS.** None.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:08 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## AGENDA ACTION FORM

### Consideration of an Ordinance to Amend the FY 2022 General Purpose School Fund Budget

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

Action Form No.: AF-324-2021  
 Work Session: December 20, 2021  
 First Reading: December 21, 2021

Final Adoption: January 18, 2022  
 Staff Work By: David Frye  
 Presentation By: D. Frye

#### Recommendation:

Approve the Ordinance

#### Executive Summary:

The Board of Education approved fiscal year 2022 budget amendment number three at their meeting on December 14, 2021. This amendment increases the General Purpose School Fund budget by \$54,000.00. The estimated revenue for Fund Balance appropriations is being increased by \$54,000.00. This increase will fund chorus travel, band travel, band equipment, and band instructor staff development.

#### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Three – FY 2022

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: *2w*

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

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

AN ORDINANCE TO AMEND THE GENERAL PURPOSE  
SCHOOL FUND BUDGET FOR THE FISCAL 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 Purpose School Fund Budget be amended by increasing the estimated revenue for Fund Balance Appropriations by \$54,000. The expenditure budget will be amended by increasing the appropriations for Dobyns-Bennett Fine Arts by \$19,000; Dobyns-Bennett Student Travel by \$29,000; and Dobyns-Bennett Staff Development by \$6,000.

**Fund 141: General Purpose School Fund**

<b><u>Revenues:</u></b>		\$	\$	\$
141-0000-392-0100	Fund Balance Appropriations	843,835	54,000	897,835
	<b><i>Totals</i></b>	<b>843,835</b>	<b>54,000</b>	<b>897,835</b>
<b><u>Expenditures:</u></b>		\$	\$	\$
141-7200-773-0498	Oth Std Sup – Fine Arts	26,100	19,000	45,100
141-7200-773-0599	Oth Std Sup – Student Travel	74,000	29,000	103,000
141-7200-781-0457	Reg Ed Sup – Staff Dev	22,200	6,000	28,200
	<b><i>Totals</i></b>	<b>122,300</b>	<b>54,000</b>	<b>176,300</b>

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

ATTEST:

\_\_\_\_\_  
PAT SHULL, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
ANGELA MARSHAL, Deputy City Recorder

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

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

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



December 14, 2021

**KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2021-2022  
BUDGET AMENDMENT NUMBER THREE**

**GENERAL PURPOSE SCHOOL FUNDS**

**ITEM ONE: BAND/CHORUS TRAVEL**

The FY 2020-2021 budget included funds for Dobyns-Bennett band (\$51,000) and chorus (\$3,000) travel. Due to the COVID pandemic all travel was cancelled, the travel funds were unspent and were added to the Unreserved Fund Balance. It has been requested that these funds be reallocated to the FY 21-22 budget to fund travel and other expenses for this year.

The current year budget for D-B band travel is \$51,000. The projected expenses for band travel is \$77,000. With approval of this carry-over request, there will be a balance of \$25,000. The excess funds will be budgeted for professional development and equipment purchases.

It is recommended that the estimated revenue for Fund Balance Appropriations be increased by \$54,000. It is also recommended that the appropriations for Dobyns-Bennett Student Travel be increased by \$29,000, Band Equipment by \$19,000, and Staff Development by \$6,000.



## AGENDA ACTION FORM

**Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Magnolia Ridge Development, LLC, Related to the Magnolia Ridge Phase 1 Development and an Ordinance to Appropriate the Funds**

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

Action Form No.: AF-368-2021  
 Work Session: December 20, 2021  
 First Reading: December 21, 2021

Final Adoption: January 18, 2022  
 Staff Work By: David Harris  
 Presentation By: M. Thompson

**Recommendation:**

Approve the Resolution  
 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, Magnolia Ridge Development, LLC has requested that the proposed Magnolia Ridge Development Phase 1 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$110,747.35 for a new forty one (41) 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. Resolution
2. Ordinance
3. Cost Table
4. Location Maps
5. Development Chart

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

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: *aw*

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH MAGNOLIA RIDGE DEVELOPMENT, LLC RELATED TO THE MAGNOLIA RIDGE PHASE 1 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Magnolia Ridge Development, LLC would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Magnolia Ridge Phase 1, a 41 lot development in the city; and

WHEREAS, the total amount of the agreement as proposed is \$110,747.35.

Now, therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a Materials Agreement with Magnolia Ridge Development, LLC to provide certain water and sewer materials by the city for Magnolia Ridge Phase 1 Development, in the amount of \$110,747.35 and the mayor is further authorized 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:

**MATERIALS AGREEMENT**

This AGREEMENT made and entered into on this 21st day of December, 2021, by and between Magnolia Ridge Development, 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 Magnolia Ridge Development Phase 1, 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 1,980 LFT of Waterline and 2,205 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$110,747.35. 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.

[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 this materials agreement promotes the use of high-quality and uniform materials in the construction of certain water and sanitary sewer infrastructure in new residential development in the city, which infrastructure will be a part of the city owned water and sanitary sewer systems as publicly owned infrastructure, and this will reduce future maintenance costs for the city's water and sanitary sewer systems caused by the use of substandard materials, and that the actions authorized by this resolution are in the public interest and for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 21st day of December, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE MAGNOLIA RIDGE PHASE 1 MATERIALS AGREEMENT PROJECTS (WA2258 AND SW2258); 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 \$58,325 and by decreasing the funds transferred from the Sewer Fund operating budget by \$42,813 to the Magnolia Ridge Phase 1 projects (WA2258 and SW2258) to fund the materials agreement.

Account Number/Description:

Water Project Fund:451

Magnolia Ridge Phase 1 (WA2258)

Revenues

451-0000-391.45-00 From the Water Fund

**Totals:**

Expenditures:

451-0000-605.90-03 Improvements

**Totals:**

<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
\$0	\$58,325	\$58,325
<b>\$0</b>	<b>\$58,325</b>	<b>\$58,325</b>
\$0	\$58,325	\$58,325
<b>\$0</b>	<b>\$58,325</b>	<b>\$58,325</b>

Account Number/Description:

Sewer Project Fund:452

Magnolia Ridge Phase 1 (SW2258)

Revenues

452-0000-391.42-00 From the Sewer Fund

**Totals:**

Expenditures:

452-0000-606.90-03 Improvements

**Totals:**

<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
\$0	\$42,813	\$42,813
<b>\$0</b>	<b>\$42,813</b>	<b>\$42,813</b>
\$0	\$42,813	\$42,813
<b>\$0</b>	<b>\$42,813</b>	<b>\$42,813</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:

## Materials Agreement

Project: Magnolia Ridge Phase 1  
 Date: December 14, 2021  
 Developer: Magnolia Ridge Development, LLC

File No.: 2021-D22  
 AF-2021-368

Water Line		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
41446	6" D.I. Pipe	1980.00	Foot	\$20.77	\$41,124.60
42120	4' Bury Hydrant	3.00	each	\$1,610.00	\$4,830.00
42325	6" MJ Gate Valve	18.00	each	\$578.00	\$10,404.00
43032	6x6x6 Anchor Tee	7.00	each	\$179.74	\$1,258.18
42845	6" x 18" MJ Anchor Coupling	3.00	each	\$180.31	\$540.93
41951	6" MJ D.I. Plug w/ 2" Tap	2.00	each	\$84.09	\$168.18
Building Code					
	Receipt To:				
Subtotal:	<b>451-0000-208-1250</b>				\$58,325.89
Sales Tax:	<b>451-0000-207-0201</b>			9.50%	\$5,540.96
Project #	<b>WA2258</b>			Water Total:	\$63,866.85
	Expense To:				
Water Acct. #	<b>451-0000-605-9003</b>				



## Materials Agreement

Project: Magnolia Ridge Phase 1  
Date: December 14, 2021  
Developer: Magnolia Ridge Development, LLC

File No.: 2021-D22

AF-2021-368

<b>Sanitary Sewer</b>		<b>Anticipated</b>		<b>Estimated</b>	
<b>Item #</b>	<b>Item Description</b>	<b>Units</b>	<b>U/M</b>	<b>Price</b>	<b>Total</b>
45003	8" x 14' SDR-35 gsktd Sewer Pipe	159.00	Joints	\$144.90	\$23,039.10
45057	8" x 6" Tee Wye gsktd Sewer	41.00	each	\$63.14	\$2,588.74
45112	Manhole Frame & Covers V-1312-44	15.00	each	\$253.76	\$3,806.40
	Manhole Estimate Cost	1.00	each	\$13,379.00	\$13,379.00
Building Code					
	Receipt To:				
Subtotal:	452-0000-208-1250				\$42,813.24
Sales Tax:	452-0000-207-0201			9.50%	\$4,067.26
Project #	SW2258			Sewer Total:	\$46,880.50
	Expense To:				
Sewer Acct #	452-0000-606-9003				
				Grand Total:	\$110,747.35



Magnolia Ridge Development, LLC

# Magnolia Ridge

Revision 3 Submittal - November 29, 2021  
SITE / CIVIL PACKAGE  
Project # 202136

VICINITY MAP



LOCATION MAP



## INDEX OF DRAWINGS

SITE / CIVIL	
REV 3	C-00 SITE/CIVIL PACKAGE COVER SHEET
REV 1	C-01 OVERALL SITE PLAN
REV 2	C-02 ROADWAY PROFILES
REV 2	C-02A ROADWAY PROFILES
REV 2	C-02B ROADWAY PROFILES
REV 1	C-03 ROADWAY / SITE DETAILS
REV 2	C-04 GRADING AND DRAINAGE PLAN
REV 2	C-04A STORM SEWER PROFILES
REV 2	C-05 DRAINAGE PATH - COURTING
REV 2	C-06 DRAINAGE PATH - PROPOSED
REV 2	C-07 STORMWATER BASIN DETAILS
REV 2	C-07A DRAINAGE / STORMWATER DETAIL
REV 2	C-08 SANITARY SEWER PLAN
REV 2	C-08A SANITARY SEWER PROFILES
REV 2	C-08B SANITARY SEWER PROFILES
REV 2	C-10 SANITARY SEWER DETAILS
REV 2	C-11 WATERLINE LAYOUT PLAN
REV 1	C-12 WATERLINE DETAILS
REV 2	C-13 EROSION CONTROL PLAN - EXISTING
REV 2	C-14 EROSION CONTROL PLAN - INTERMEDIATE
REV 3	C-15 EROSION CONTROL PLAN - FINAL
REV 2	C-16 EROSION CONTROL DETAILS
REV 1	C-17 SURVEY

## OWNER INFORMATION

Magnolia Ridge Development LLC  
1000 S. 10th St.  
PO Box 543  
Kingsport, TN 37662  
(423) 348-7780  
info@mrdev.com

## PROPERTY INFORMATION

Parcel # 026.044.00  
Property Zoning R-1  
Development Zoning PD  
Lot Area: 2.00 acres  
Property Area: 55.43 ac.  
Proposed Subdevelopment Area: 57.75 ac.  
Proposed Total Excess Area: 0.00

## CIVIL ENGINEER



Phn (423) 348-7780  
Fax (423) 348-7413  
www.cainrashwest.com

Magnolia Ridge Submittal - A New Development for  
Magnolia Ridge Development, LLC  
Kingsport, TN

**Cain  
Rash  
West**  
ARCHITECTS

130 Regional Park Dr.  
Kingsport, TN 37662  
Phn (423) 348-7780  
Fax (423) 348-7413  
www.cainrashwest.com

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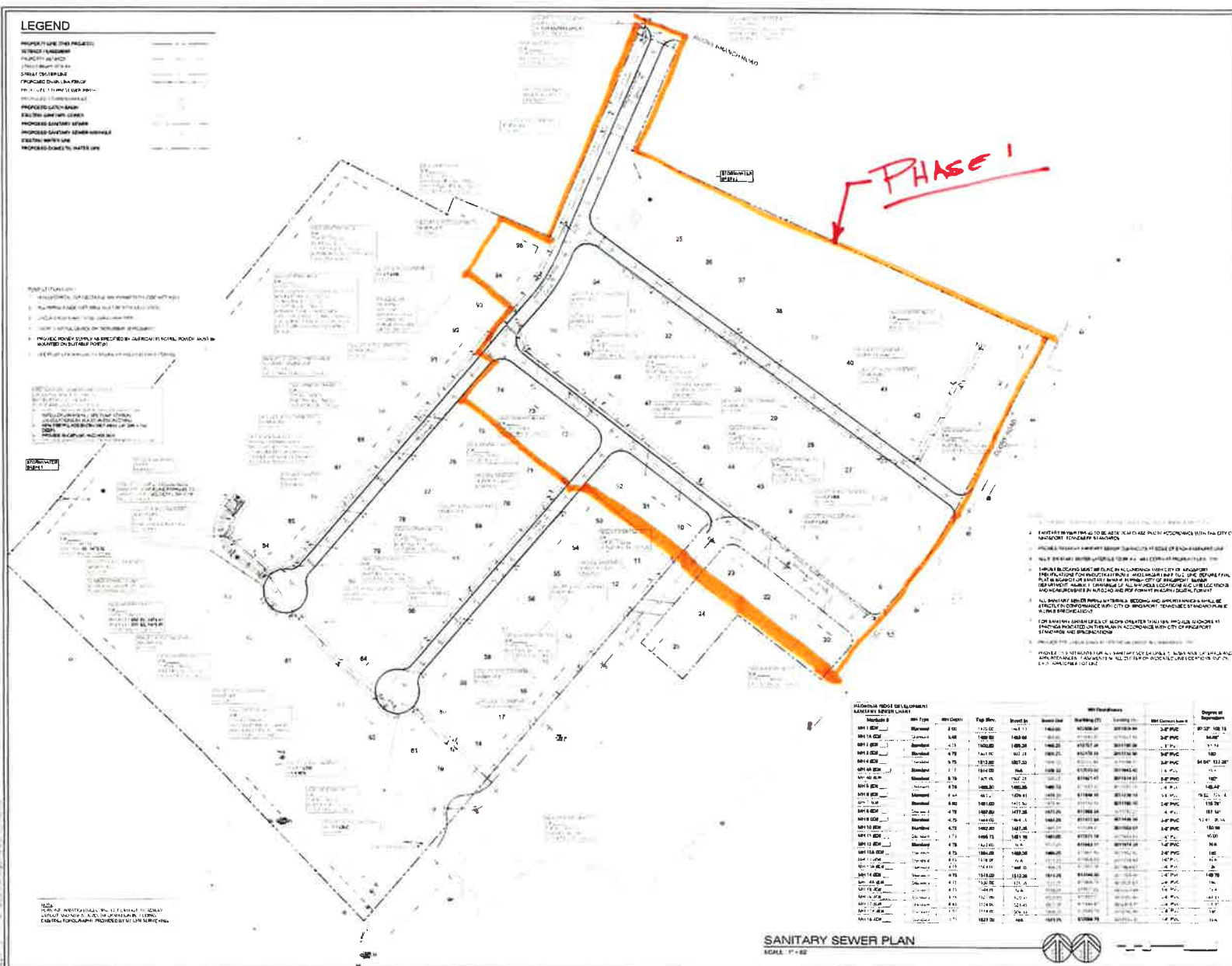


[illegible][illegible]

QUESTION: What is the main purpose of the study?  
ANSWER: To investigate the effect of the new drug on the blood pressure of patients with hypertension.  
QUESTION: What is the independent variable?  
ANSWER: The new drug.  
QUESTION: What is the dependent variable?  
ANSWER: Blood pressure.  
QUESTION: What is the control group?  
ANSWER: The group of patients who did not receive the new drug.  
QUESTION: What is the experimental group?  
ANSWER: The group of patients who received the new drug.  
QUESTION: What is the conclusion of the study?  
ANSWER: The new drug significantly reduced blood pressure in patients with hypertension.

 Springer

PLEASE RE-ARRANGE THE ORDER OF THE PAGES  
BEFORE SUBMITTING TO THE JOURNAL EDITORIAL BOARD.  
EASTON FORGOLAHAN PROVIDED BY THE SERVICE.



**SANITARY SEWER PLAN**



Magnolia Ridge Subdivision - A New Development N. for  
Magnolia Ridge Development, LLC

**Cain  
Rash  
West**

130 Regional Park  
Kingsport, TN 37764  
Phn (423) 348-7777  
Fax (423) 348-7777  
www.citricorp.com

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1st	1
2nd	2
3rd	3
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31st	31

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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OFFICE OF INSPECTOR GENERAL  
U.S. DEPARTMENT OF JUSTICE

project no. 2

SANITARY  
SEWER PL

C-08





City of Kingsport  
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Reim to Dev	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	\$4,636.74	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	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 Slomp & 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>921</b>	<b>\$1,214,225.48</b>		<b>606</b>	<b>532</b>	<b>\$1,185,977.77</b>	

Revised 0701/21



## AGENDA ACTION FORM

**Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Integrity Building Group, LLC, Related to the Miller Parke Phase 3 Development and an Ordinance to Appropriate the Funds**

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

Action Form No.: AF-369-2021  
 Work Session: December 20, 2021  
 First Reading: December 21, 2021

Final Adoption: January 18, 2022  
 Staff Work By: David Harris  
 Presentation By: M. Thompson

**Recommendation:**

Approve the Resolution  
 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, Integrity Building Group, LLC has requested that the proposed Miller Parke Phase 3 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$58,858.82 for a new forty (40) 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. Resolution
2. Ordinance
3. Cost Table
4. Location Maps
5. Development Chart

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	—	—	—
Oltman	—	—	—
Phillips	—	—	—
Shull	—	—	—



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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH INTEGRITY BUILDING GROUP, LLC RELATED TO THE MILLER PARKE PHASE 3 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Integrity Building Group, LLC would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Miller Parke Phase 3, a 40 lot development in the city; and

WHEREAS, the total amount of the agreement as proposed is \$58,858.82.

Now, therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a Materials Agreement with Integrity Building Group, LLC to provide certain water and sewer materials by the city for Miller Parke Phase 3 Development, in the amount of \$58,858.82 and the mayor is further authorized and directed 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:

**MATERIALS AGREEMENT**

This AGREEMENT made and entered into on this 21st day of December, 2021, by and between Integrity Building Group, LLC. hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

**WITNESSETH:**

1. The Developer has subdivided a tract of land known as Miller Parke 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 1,350 LFT of Waterline and 825 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$58,858.82. 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.

[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 this materials agreement promotes the use of high-quality and uniform materials in the construction of certain water and sanitary sewer infrastructure in new residential development in the city, which infrastructure will be a part of the city owned water and sanitary sewer systems as publicly owned infrastructure, and this will reduce future maintenance costs for the city's water and sanitary sewer systems caused by the use of substandard materials, and that the actions authorized by this resolution are in the public interest and for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 21st day of December, 2021.

---

PATRICK W. SHULL, MAYOR

ATTEST:

---

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE MILLER PARKE PHASE 3 MATERIALS AGREEMENT PROJECTS (WA2257 AND SW2257); 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 \$25,895 and by decreasing the funds transferred from the Sewer Fund operating budget by \$27,857 to the Miller Parke Phase 3 projects (WA2257 and SW2257) to fund the materials agreement.

**Account Number/Description:**

**Water Project Fund:451**

**Miller Parke Phase 3 (WA2257)**

**Revenues**

451-0000-391.45-00 From the Water Fund

***Totals:***

**Expenditures:**

451-0000-605.90-03 Improvements

***Totals:***

<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
\$0	\$25,895	\$25,895
<b>\$0</b>	<b>\$25,895</b>	<b>\$25,895</b>
\$0	\$25,895	\$25,895
<b>\$0</b>	<b>\$25,895</b>	<b>\$25,895</b>

**Account Number/Description:**

**Sewer Project Fund:452**

**Miller Parke Phase 3 (SW2257)**

**Revenues**

452-0000-391.42-00 From the Sewer Fund

***Totals:***

**Expenditures:**

452-0000-606.90-03 Improvements

***Totals:***

<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
\$0	\$27,857	\$27,857
<b>\$0</b>	<b>\$27,857</b>	<b>\$27,857</b>
\$0	\$27,857	\$27,857
<b>\$0</b>	<b>\$27,857</b>	<b>\$27,857</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:

## Materials Agreement

Project: Miller Parke Phase 3  
Date: December 14, 2021  
Developer: Integrity Building Group

File No.: 2021-D23

AF-2021-369

Sanitary Sewer		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	98.00	Joints	\$144.90	\$14,200.20
45057	8" x 6" Tee Wye gsktd Sewer	40.00	each	\$63.14	\$2,525.60
45112	Manhole Frame & Covers JBS 1268	8.00	each	\$253.76	\$2,030.08
	Manhole Estimate	1.00	each	\$9,101.00	\$9,101.00
Building Code					
	Receipt To:				
Subtotal:	<b>452-0000-208-1250</b>				\$27,856.88
Sales Tax:	<b>452-0000-207-0201</b>			9.50%	\$2,646.40
Project #	<b>SW2259</b>			Sewer Total:	\$30,503.28
	Expense To:				
Sewer Acct #	<b>452-0000-606-9003</b>				
				Grand Total:	\$58,858.82



## Materials Agreement

Project: Miller Parke Phase 3  
 Date: December 14, 2021  
 Developer: Integrity Building Group

File No.: 2021-D23  
 AF-2021-369

Water Line		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	47.00	Joints	\$466.56	\$21,928.32
42120	4' Bury Hydrant	1.00	each	\$1,610.00	\$1,610.00
42325	6" MJ Gate Valve	1.00	each	\$578.00	\$578.00
43031	8x8x6 Anchor Tee	1.00	each	\$196.19	\$196.19
42845	6" x 18" MJ Anchor Coupling	3.00	each	\$170.29	\$510.87
42335	8" MJ Gate Valve	1.00	each	\$988.00	\$988.00
41794	8" Plug w/ 2" Tap	1.00	each	\$84.09	\$84.09
Building Code					
	Receipt To:				
Subtotal:	<b>451-0000-208-1250</b>				\$25,895.47
Sales Tax:	<b>451-0000-207-0201</b>			9.50%	\$2,460.07
Project #	<b>WA2259</b>			Water Total:	\$28,355.54
	Expense To:				
Water Acct. #	<b>451-0000-605-9003</b>				



Integrity Building Group, LLC

# Miller Parke Phase III

Revision 2 Submittal - November 18, 2021

SITE / CIVIL PACKAGE

Project # 202135

## INDEX OF DRAWINGS

### SITE / CIVIL

REV 2	C-00	SITE/CIVIL PACKAGE COVER SHEET
REV 1	C-01	PHASE B SITE AND LAYOUT PLAN
REV 1	C-02	PHASE B ROADWAY IMPROVEMENTS
REV 1	C-03	ROADWAY DETAILS
REV 1	C-04	CRACKING AND DRAINAGE PLAN
REV 1	C-05	CRACKING / STORMWATER DETAILS
REV 2	C-06	SANITARY SEWER R.P.P.
REV 1	C-07	SANITARY SEWER PROFILES
REV 1	C-08	SANITARY SEWER DETAILS
REV 2	C-09	UTILITY IN THE LAYOUT PLAN
REV 1	C-10	WATERLINE DETAIL
REV 1	C-11	EROSION CONTROL PLAN - EROSION
REV 1	C-12	EROSION CONTROL PLAN - EROSION
REV 1	C-13	EROSION CONTROL PLAN - EROSION
REV 1	C-14	EROSION CONTROL PLAN - EROSION
REV 1	C-15	EROSION CONTROL PLAN - EROSION
REV 1	C-16	EROSION CONTROL PLAN - EROSION

### OWNER INFORMATION

Integrity Building Group, LLC  
1501 Main Street, Suite 100  
Kingsport, TN 37660  
423-477-7918

### PROPERTY INFORMATION

1501 Main Street, Suite 100  
Kingsport, TN 37660  
Property Zoning: R-10  
Current Phase: Phase III  
Proposed Total Development Area: 20.00 ac  
Proposed Total Development Units: 100  
Current Phase: Phase III  
Proposed Phase III Area: 10.00 ac

VICINITY MAP



LOCATION MAP



### CIVIL ENGINEER

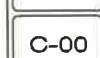
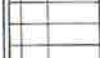
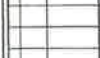


Phn (423) 349-7760  
Fax (423) 349-7413  
www.granic.com

New Development for  
Integrity Building Group, LLC  
Miller Parke Ph. III  
Kingsport, TN



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









City of Kingsport  
MATERIALS AGREEMENT

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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 Slem & 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>921</b>	<b>\$1,214,225.48</b>		<b>606</b>	<b>532</b>	<b>\$1,185,977.77</b>	

Revised 07/01/21



## AGENDA ACTION FORM

**Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Carla Karst, Related to the Cox 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- 367-2021  
 Work Session: December 20, 2021  
 First Reading: December 21, 2021

Final Adoption: January 18, 2022  
 Staff Work By: David Harris  
 Presentation By: M. Thompson

**Recommendation:**

Approve the Resolution  
 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, Carla Karst has requested that the proposed Cox Valley Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$125,343.36 for a new fifty eight (58) 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. Resolution
2. Ordinance
3. Cost Table
4. Location Maps
5. Development Chart

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

Funding source appropriate and funds are available: *pm*

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH CARLA KARST RELATED TO THE COX VALLEY DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Carla Karst would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Cox Valley, a 58 lot development in the city; and

WHEREAS, the total amount of the agreement as proposed is \$125,343.36.

Now, therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a Materials Agreement with Carla Karst to provide certain water and sewer materials by the city for Cox Valley Development, in the amount of \$125,343.36 and the mayor is further authorized and directed 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:

**MATERIALS AGREEMENT**

This AGREEMENT made and entered into on this 21st day of December, 2021, by and between Carla Karst. 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 Cox Valley, 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 1,632 LFT of Waterline and 2,335 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$125,343.36. 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.

[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 this materials agreement promotes the use of high-quality and uniform materials in the construction of certain water and sanitary sewer infrastructure in new residential development in the city, which infrastructure will be a part of the city owned water and sanitary sewer systems as publicly owned infrastructure, and this will reduce future maintenance costs for the city's water and sanitary sewer systems caused by the use of substandard materials, and that the actions authorized by this resolution are in the public interest and for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 21st day of December, 2021.

---

PATRICK W. SHULL, MAYOR

ATTEST:

---

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



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

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE COX VALLEY MATERIALS AGREEMENT PROJECTS (WA2259 AND SW2259); 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 \$70,185 and by decreasing the funds transferred from the Sewer Fund operating budget by \$44,284 to the Cox Valley projects (WA2259 and SW2259) to fund the materials agreement.

SECTION II. That the Water Fund be increased by \$154,405 to account for developer contributions.

SECTION III. That the Sewer Fund be increased by \$114,954 to account for developer contributions.

**Account Number/Description:**

**Water Project Fund:451**

**Cox Valley (WA2259)**

**Revenues**

451-0000-391.45-00 From the Water Fund

***Totals:***

**Expenditures:**

451-0000-605.90-03 Improvements

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$0	\$70,185	\$70,185
<b>\$0</b>	<b>\$70,185</b>	<b>\$70,185</b>
\$0	\$70,185	\$70,185
<b>\$0</b>	<b>\$70,185</b>	<b>\$70,185</b>

**Account Number/Description:**

**Sewer Project Fund:452**

**Cox Valley (SW2259)**

**Revenues**

452-0000-391.42-00 From the Sewer Fund

***Totals:***

**Expenditures:**

452-0000-606.90-03 Improvements

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$0	\$44,284	\$44,284
<b>\$0</b>	<b>\$44,284</b>	<b>\$44,284</b>
\$0	\$44,284	\$44,284
<b>\$0</b>	<b>\$44,284</b>	<b>\$44,284</b>

**Account Number/Description:**

**Water Fund: 411**

**Revenues**

411-0000-371.90-12 Developer Contributions

***Totals:***

**Expenditures:**

411-6996-696.83-01 To Water Project Fund

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$50,000	\$154,405	\$204,405
<b>\$50,000</b>	<b>\$154,405</b>	<b>\$204,405</b>
\$90,000	\$154,405	\$244,405
<b>\$90,000</b>	<b>\$154,405</b>	<b>\$244,405</b>

**Account Number/Description:**

**Sewer Fund:412**

**Revenues**

412-0000-372.90-12 Developer Contributions

***Totals:***

**Budget**

\$0

**\$0**

**Incr/<Decr>**

\$114,594

**\$114,594**

**New Budget**

\$114,594

**\$114,594**

**Expenditures:**

412-6996-696.83-01 To Water Project Fund

***Totals:***

\$50,000

**\$50,000**

\$114,594

**\$114,594**

\$164,594

**\$164,594**

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:

## Materials Agreement

Project: Cox Valley Development  
 Date: December 14, 2021  
 Developer: Carla Karst

File No.: 2021-D25  
 AF-2021-367

Water Line		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	92.00	Joints	\$466.56	\$42,923.52
41810	6" x 18' D.I. Pipe	22.00	Joints	\$415.40	\$9,138.80
42120	4' Bury Hydrant	3.00	each	\$1,610.00	\$4,830.00
42845	6" x 18" MJ Anchor Coupling	4.00	each	\$170.29	\$681.16
42335	8" MJ Gate Valve	8.00	each	\$988.00	\$7,904.00
42325	6" MJ Gate Valve	6.00	each	\$578.00	\$3,468.00
43031	8x8x6 Anchor Tee	2.00	each	\$196.19	\$392.38
43032	6x6x6 Anchor Tee	1.00	each	\$179.74	\$179.74
42100	8x8x8 MJ Tee	2.00	each	\$203.64	\$407.28
42014	6x6x6 MJ Tee	1.00	each	\$179.74	\$179.74
40595	8" MJ Solid Cap	1.00	each	\$80.00	\$80.00
Building Code					
	Receipt To:				
Subtotal:	451-0000-208-1250				\$70,184.62
Sales Tax:	451-0000-207-0201			9.50%	\$6,667.54
Project #	WA2257			Water Total:	\$76,852.16
	Expense To:				
Water Acct. #	451-0000-605-9003				



## Materials Agreement

Project:	Cox Valley Development
Date:	December 14, 2021
Developer:	Carla Karst

File No.: 2021-D25

AF-2021-367

<b>Sanitary Sewer</b>		<b>Anticipated</b>		<b>Estimated</b>	
<b>Item #</b>	<b>Item Description</b>	<b>Units</b>	<b>U/M</b>	<b>Price</b>	<b>Total</b>
45003	8" x 14' SDR-35 gsktd Sewer Pipe	168.00	Joints	\$144.90	\$24,343.20
45057	8" x 6" Tee Wye gsktd Sewer	58.00	each	\$63.14	\$3,662.12
45112	Manhole Frame & Covers V-1312-44	13.00	each	\$253.76	\$3,298.88
	Manhole Estimate	1.00	each	\$12,980.00	\$12,980.00
Building Code					
	Receipt To:				
Subtotal:	452-0000-208-1250				\$44,284.20
Sales Tax:	452-0000-207-0201			9.50%	\$4,207.00
Project #	SW2257			Sewer Total:	\$48,491.20
	Expense To:				
Sewer Acct #	452-0000-606-9003				
				Grand Total:	\$125,343.36



# COX VALLEY CARLA KARST

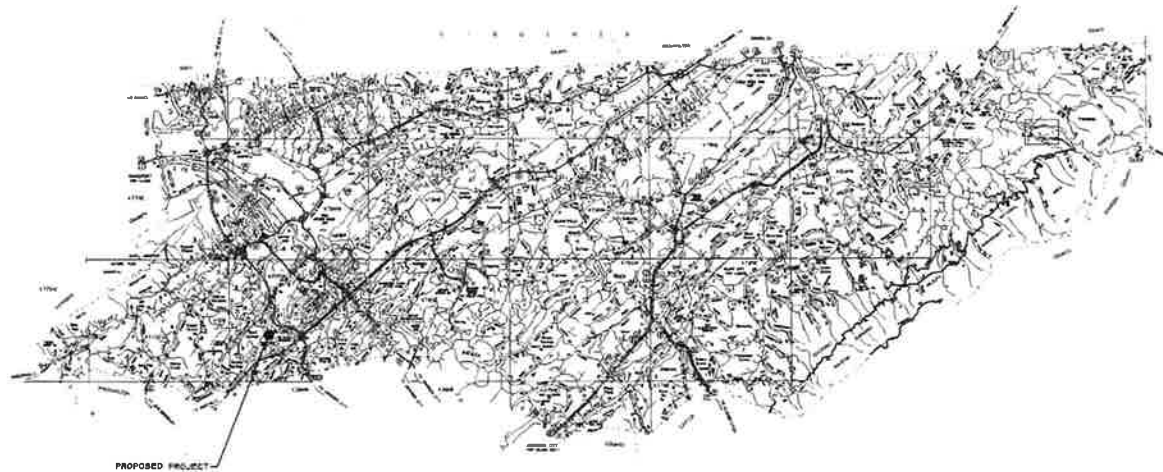
KINGSPORT, SULLIVAN COUNTY, TENNESSEE



LOCATION MAP  
N.T.S.

## INDEX OF SHEETS

SHEET NO.	SHEET TITLE
COVER	COVER SHEET
SURVEY	ORIGINAL SURVEY - DAVIES LAND SURVEYING
C100	OVERALL SITE PLAN
C101	ENLARGED SITE ROADWAY LAYOUT AND STAKING PLAN
C102	ENLARGED SITE ROADWAY LAYOUT AND STAKING PLAN CONT.
C103	SITE DETAILS
C200	ENLARGED SITE GRADING AND DRAINAGE PLAN
C201	ENLARGED SITE GRADING AND DRAINAGE PLAN CONT.
C202	PRE-DEVELOPED WATERSHED - DRAINAGE PATTERNS
C203	POST-DEVELOPED WATERSHED - DRAINAGE PATTERNS
C204	SITE STORM DETAILS
C205	SITE STORM DETAILS
C206	STREET PROFILES AND UTILITIES PROFILES - STORM SEWER
C300	ENLARGED SITE UTILITIES PLAN - SANITARY SEWER
C301	ENLARGED SITE UTILITIES PLAN - SANITARY SEWER CONT.
C302	SITE UTILITIES DETAILS - SANITARY SEWER
C303	UTILITIES PROFILES - SANITARY SEWER
C304	UTILITIES PROFILES - SANITARY SEWER
C305	UTILITIES PROFILES - SANITARY SEWER
C400	ENLARGED SITE UTILITIES PLAN - WATER - FIRE LINE
C401	ENLARGED SITE UTILITIES PLAN - WATER - FIRE LINE CONT.
C402	ENLARGED SITE UTILITIES PLAN - WATER - FIRE LINE CONT.
C403	SITE UTILITIES DETAILS - WATER
C404	UTILITIES PROFILES - FIRELINE
C500	ENLARGED EROSION CONTROL PLAN
C501	ENLARGED EROSION CONTROL PLAN CONT.
C602	EROSION CONTROL PLAN - EXISTING CONDITIONS
C603	EROSION CONTROL PLAN - EXISTING CONDITIONS CONT.
C604	EROSION CONTROL PLAN - INTERMEDIATE CONDITIONS
C605	EROSION CONTROL PLAN - INTERMEDIATE CONDITIONS CONT.
C606	EROSION CONTROL DETAILS



SULLIVAN COUNTY  
TENNESSEE



SCALE



**SPODEN & WILSON  
CONSULTING ENGINEERS**

430 CLAY STREET  
KINGSPORT, TENNESSEE 37660  
Phone: (423) 245-1181 Fax: (423) 245-0852  
email: [sweng@spodenwilson.com](mailto:sweng@spodenwilson.com)

**OWNER INFORMATION:**  
CARLA KARST  
1504 DOBSON DRIVE  
KINGSPORT, TN 37664  
PHONE 423-953-0161  
EMAIL [karstcand@gmail.com](mailto:karstcand@gmail.com)

**SET NO.** \_\_\_\_\_

**REVISION NO.** 7

**DATE:** 12-09-2011

**FILE NO.:** 16135



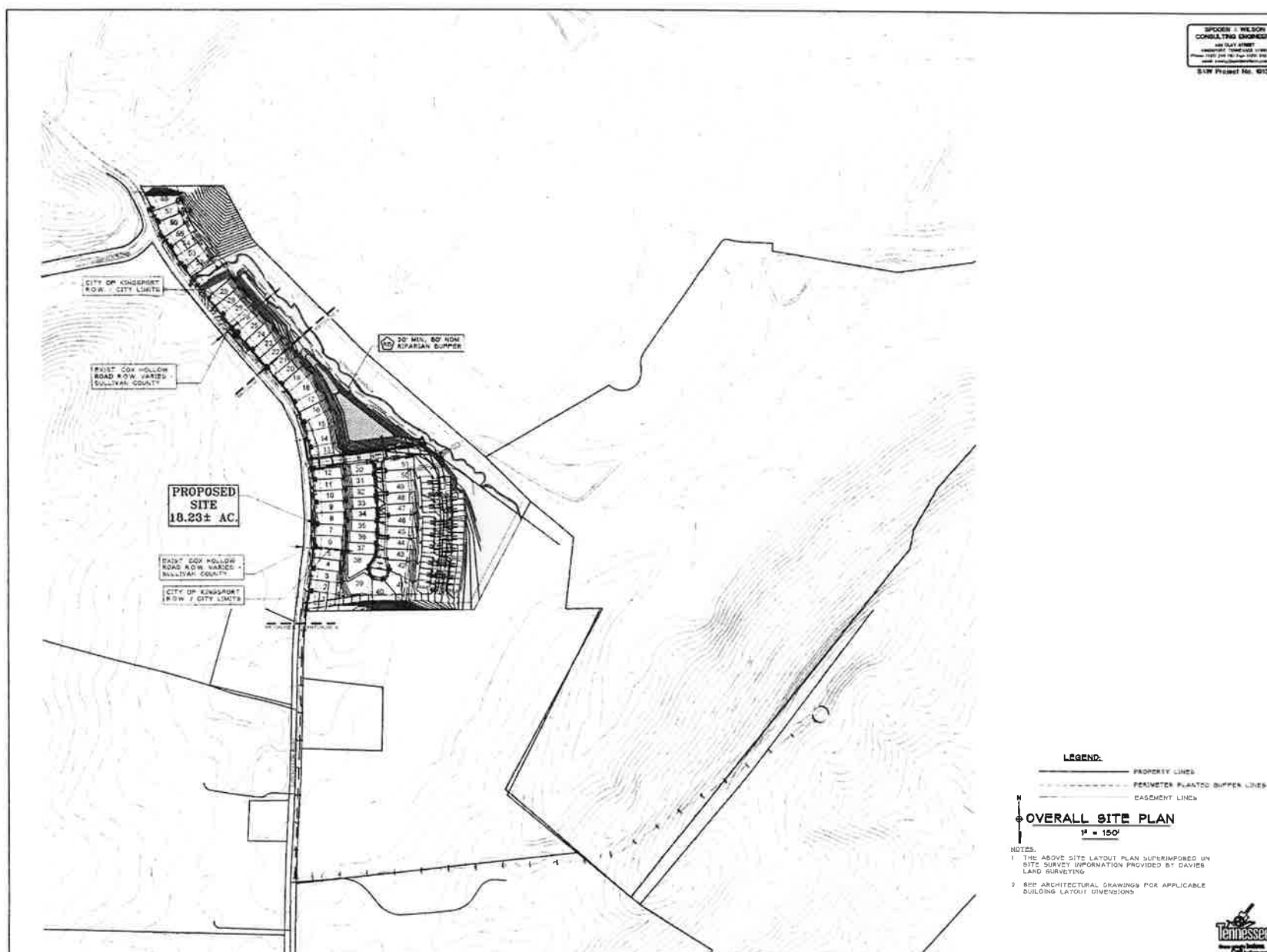
**SITE LAYOUT**

**COX VALLEY**  
COX HOLLOW ROAD  
KINGSFORD, TENNESSEE



C100

2018 - 0014







SPROCK & WILSON  
CONSULTING ENGINEERS  
100 EAST LINDSEY  
MEMPHIS, TENNESSEE 38103  
Phone: (901) 522-1100 Fax: (901) 522-1101  
SAW Project No. 10105



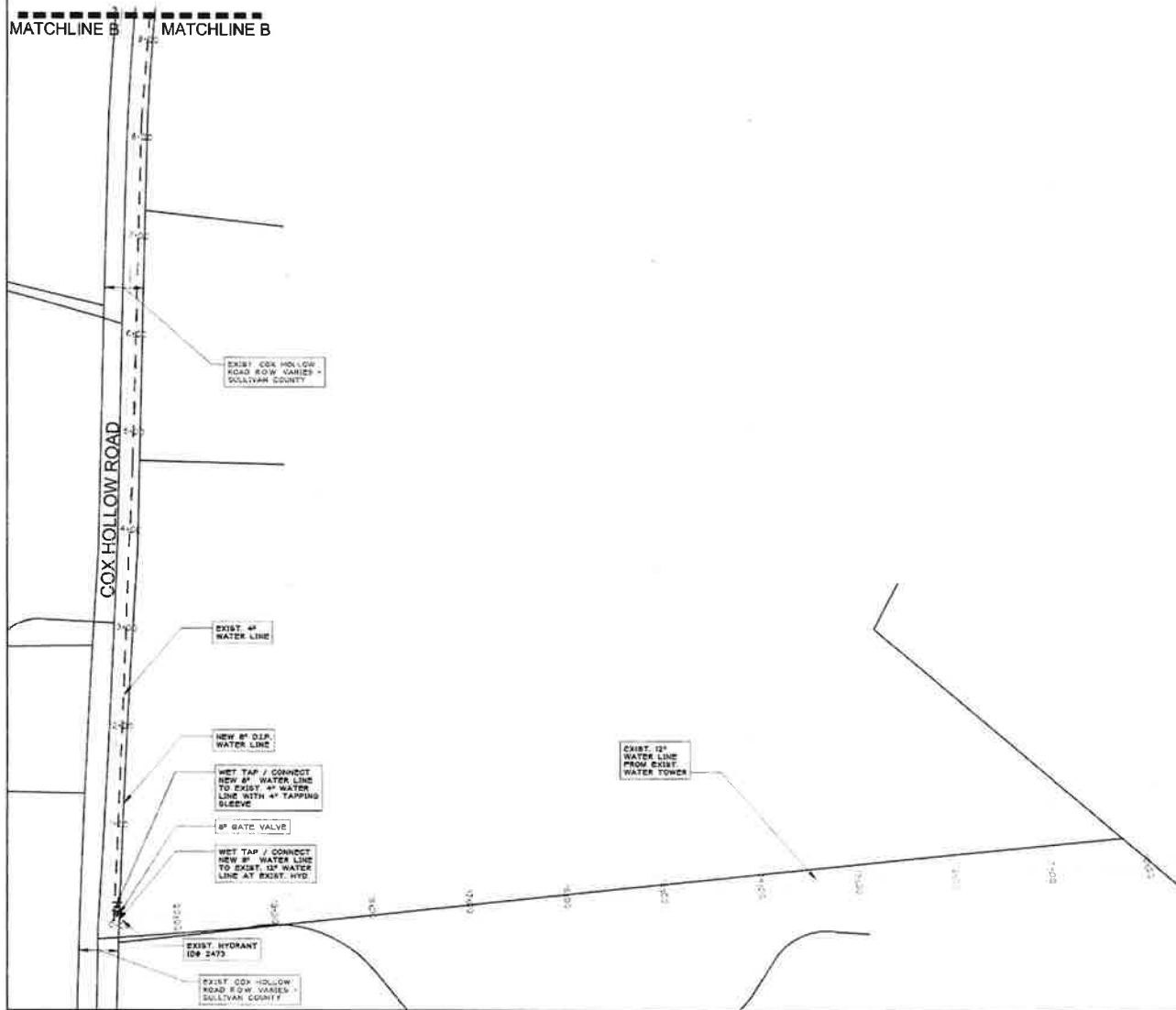
ENLARGED SITE UTILITIES PLAN - WATER - FIRE LINE

COX VALLEY  
COX HOLLOW ROAD  
KINGSPORT, TENNESSEE

ORIGINAL ISSUE	DATE
PRELIMINARY	07/12/2021
FOR REVIEW	08/12/2021
FOR REVIEW	09/02/2021
FOR REVIEW	10/22/2021
FOR REVIEW	11/22/2021
FOR REVIEW	12/02/2021

C400  
2018 - 0014

MATCHLINE B MATCHLINE B



ALL WATER LINES AND MATERIALS, BEDDING AND APPURTENANCES SHALL BE STRICTLY IN CONFORMANCE WITH CITY OF KINGSPORT, TENNESSEE STANDARD PUBLIC WORKS SPECIFICATIONS

**WATER LINE TEE'S, VALVES AND APPURTENANCES, ETC.**  
AT INTERSECTION OF 8\"/>

**LEGEND:**

---	PROPERTY LINES
---	EXISTING CONTOURS
---	FINISH CONTOUR
---	UTILITY EASEMENT LINES
---	FINISH ELEVATIONS
---	EXISTING WATER LINES
---	BUILDING RETRACK LINES
---	EXISTING SANITARY SEWER
---	NEW 8\"/>

**ENLARGED SITE UTILITIES PLAN - FIRELINE**  
1\"/>

- NOTES:**
- THE ABOVE SITE UTILITIES PLAN SUPERIMPOSED ON SITE SURVEY INFORMATION PROVIDED BY COX CONCEPTS ARCHITECTS AS SUPPLIED BY DAVIDE LAND SURVEYING
  - FOR PURPOSES OF ESTABLISHING SUB-GRADES, THE FOLLOWING FINISH SURFACE THICKNESSES ARE APPLICABLE PAVING 8\"/>

- WATERLINE NOTES:**
- ALL WATERLINES TO BE 2\"/>
  - ALL TAPS ARE TO BE MADE UNDER GRASSY AREAS (NOT UNDER ASPHALT OR CONCRETE). ALL WATER SERVICES TO BE LOCATED SO THAT THEY WILL NOT BE LOCATED IN DRIVEWAYS ANY METERS THAT NEED TO BE MOVED LATER MUST BE MOVED AT DEVELOPER'S COST
  - DEVELOPER / CONTRACTOR RESPONSIBLE FOR NEW TAP TO EXISTING WATERLINE UNDER SUPERVISION OF THE CITY OF KINGSPORT WATER DEPARTMENT AFTER ALL FEES HAVE BEEN PAID. CITY OF KINGSPORT DISINFECTION STANDARDS OF NEW WATERLINES TO BE FOLLOWED
  - STANDARD MECHANICAL JOINT FITTINGS SHALL BE USED AT ALL VALVES AND FITTINGS WITHOUT EXCEPTION AND SHALL BE INSTALLED AS SPECIFIED BY THE MANUFACTURER. THRUST BLOCKING SHALL BE USED IN CONNECTION WITH STANDARD MECHANICAL JOINT FITTINGS WHERE APPROPRIATE. THRUST BLOCKING SHALL BE INSTALLED AS SHOWN AND SPECIFIED IN THE STANDARD DETAILS PROVIDED IN THE CONTRACT DRAWINGS

**NOTE:** SITE PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY COX CONCEPTS AS SURVEYED BY DAVIDE LAND SURVEYING



SPUDEN & WILSON  
CONSULTING ENGINEERS  
1000 N. W. 10th Ave.  
Kingsport, Tennessee 37664  
Phone: 423.249.1100 Fax: 423.249.1101  
www.spuden-wilson.com  
S.W. Project No. 2018-0014

**COX CONCEPTS**  
1110 DOWNEY DRIVE  
KINGSPORT, TENNESSEE 37664  
423.732.0890



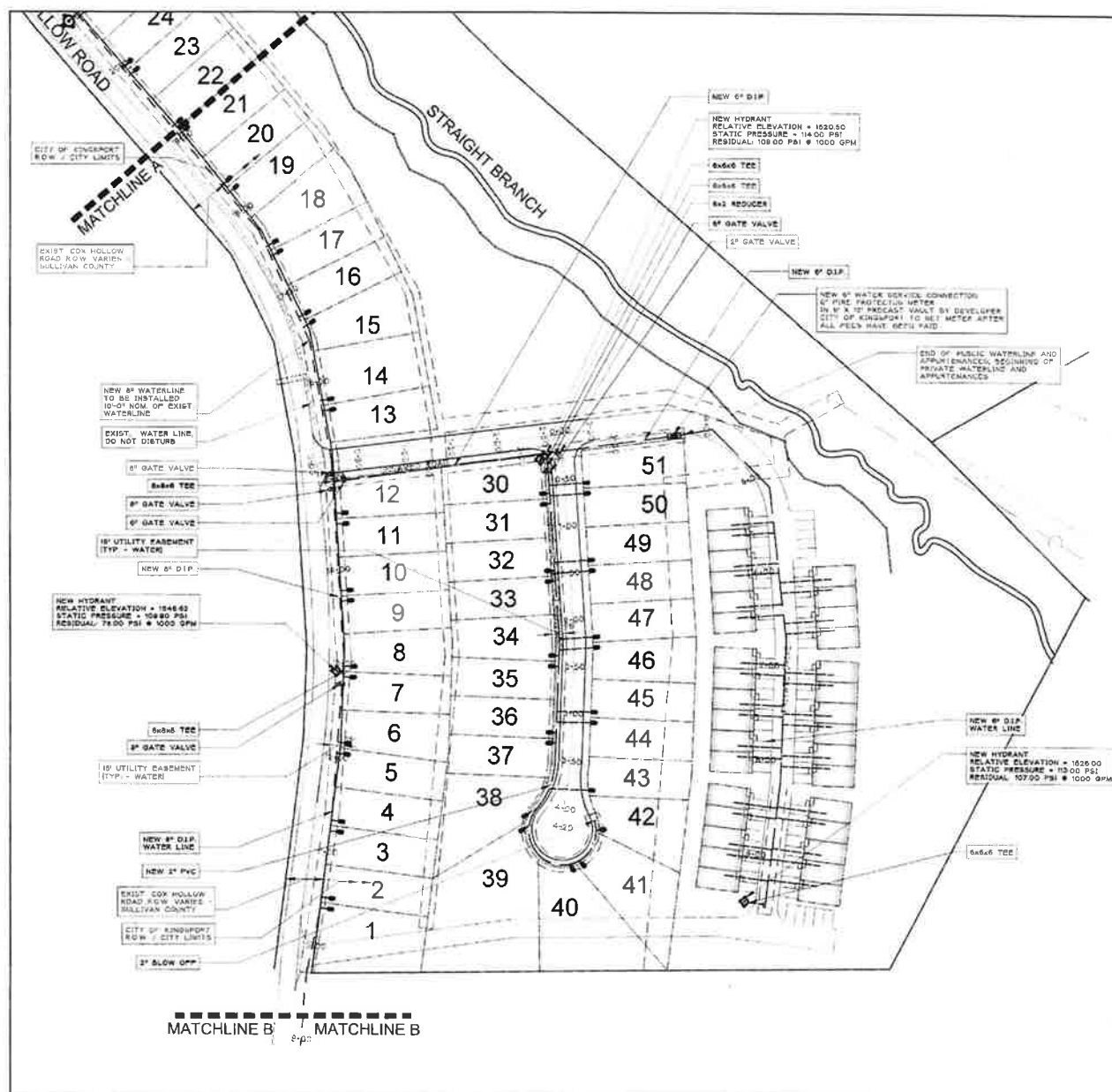
ENLARGED SITE UTILITIES PLAN - WATER - FIRE LINE CONT.

**COX VALLEY**  
COX HOLLOW ROAD  
KINGSPORT, TENNESSEE

DATE	DESCRIPTION
09/05/2021	COX REVIEW COMMENTS
10/22/2021	COX REVIEW COMMENTS
11/07/2021	COX REVIEW COMMENTS
12/03/2021	COX REVIEW COMMENTS
12/07/2021	COX REVIEW COMMENTS

**C401**

2018 - 0014



**WATER LINE, TEE, VALVE AND APPURTENANCES, ETC.**  
AT INTERSECTION OF 8\"/>

**LEGEND:**

---	PROPERTY LINE
---	EXISTING CONTOURS
---	FINISH CONTOURS
---	UTILITY EASEMENT LIMITS
---	FINISH GROUND ELEVATIONS
---	EXISTING WATER LINES
---	BUILDING SETBACK LINES
---	EXISTING SANITARY SEWER
---	NEW 8\"/>
---	NEW WATER LINES
---	NEW SANITARY SEWER
---	NEW GAS LINES
---	RUST BRAIN MAIN

**ENLARGED SITE UTILITIES PLAN - FIRELINE CONTINUED**  
1\"/>

**NOTES:**  
1. THE ABOVE SITE UTILITIES PLAN SUPERSEDES ALL SITE SURVEY INFORMATION PROVIDED BY COX CONCEPTS ARCHITECTS AS SURVEYED BY DAVIDS LAND SURVEYING.  
2. FOR PURPOSES OF ESTABLISHING JOB GRADES, THE FOLLOWING FINISH SURFACE THICKNESSES ARE APPLICABLE: PAVING 8\"/>

- WATERLINE NOTES:**
- ALL WATERLINES TO BE 2\"/>
  - ALL TAPS ARE TO BE MADE UNDER GRASSY AREAS NOT UNDER ASPHALT OR CONCRETE. ALL WATER SERVICES TO BE LOCATED SO THAT THEY WILL NOT BE LOCATED IN DRIVEWAYS. ANY METERS THAT NEED TO BE MOVED LATER MUST BE MOVED AT DEVELOPER'S COST.
  - DEVELOPER / CONTRACTOR RESPONSIBLE FOR NEW TAP TO PRINTING WATERLINE UNDER DIRECT SUPERVISION OF THE CITY OF KINGSPORT WATER DEPARTMENT AFTER ALL FEES HAVE BEEN PAID. CITY OF KINGSPORT INSPECTION STANDARDS OF NEW WATERLINES TO BE FOLLOWED.
  - STANDARD MECHANICAL JOINT FITTINGS SHALL BE USED AT ALL VALVES AND FITTINGS WITHOUT EXCEPTION AND SHALL BE INSTALLED AS SPECIFIED BY THE MANUFACTURER. THRUST BLOCKS SHALL BE USED IN CONJUNCTION WITH STANDARD MECHANICAL JOINT FITTINGS WHERE APPROPRIATE. THRUST BLOCKS SHALL BE INSTALLED AS SHOWN AND SPECIFIED IN THE STANDARD DETAILS PROVIDED IN THE CONTRACT DRAWINGS.

**NOTE:**  
SITE - ALL INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY COX CONCEPTS AS SURVEYED BY DAVIDS LAND SURVEYING.



SPOONER & WILSON  
CONSULTING ENGINEERS  
140 E. 1ST STREET  
KINGSPORT, TENNESSEE 37644  
423-293-2940  
BLW Project No. 10158



COX VALLEY  
COX HOLLOW ROAD  
KINGSPORT, TENNESSEE

ENLARGED SITE UTILITIES PLAN - WATER - FIRE LINE CONT.

COX VALLEY  
COX HOLLOW ROAD  
KINGSPORT, TENNESSEE

ENLARGED SITE UTILITIES  
PLAN - FIRELINE CONTINUED  
1" = 50'

DATE	REVISION	BY	CHKD	APP'D
08/24/2021	1	COX	COX	COX
07/27/2021	2	COX	COX	COX
06/09/2021	3	COX	COX	COX
10/22/2021	4	COX	COX	COX
11/23/2021	5	COX	COX	COX
12/02/2021	6	COX	COX	COX
12/02/2021	7	COX	COX	COX
12/02/2021	8	COX	COX	COX
12/02/2021	9	COX	COX	COX
12/02/2021	10	COX	COX	COX

C402

2018 - 0014

ALL WATER LINES AND MATERIALS, BEDDING AND APPURTENANCES SHALL BE STRICTLY IN CONFORMANCE WITH CITY OF KINGSPORT, TENNESSEE STANDARD PUBLIC WORKS SPECIFICATIONS

WATER LINE TEE VALVES AND APPURTENANCES, ETC.  
AT INTERSECTION OF 8" D.I.P. TO 8" D.I.P. PROVIDE 8" x 8" x 8" TEE AND 8" GATE VALVE AND 8" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.  
AT INTERSECTION OF 8" D.I.P. TO 8" D.I.P. PROVIDE 8" x 8" x 8" TEE AND 8" GATE VALVE AND 8" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.  
AT INTERSECTION OF 8" D.I.P. TO 2" P.V.C. PROVIDE 8" x 8" x 2" TEE AND 2" GATE VALVE AND 8" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.

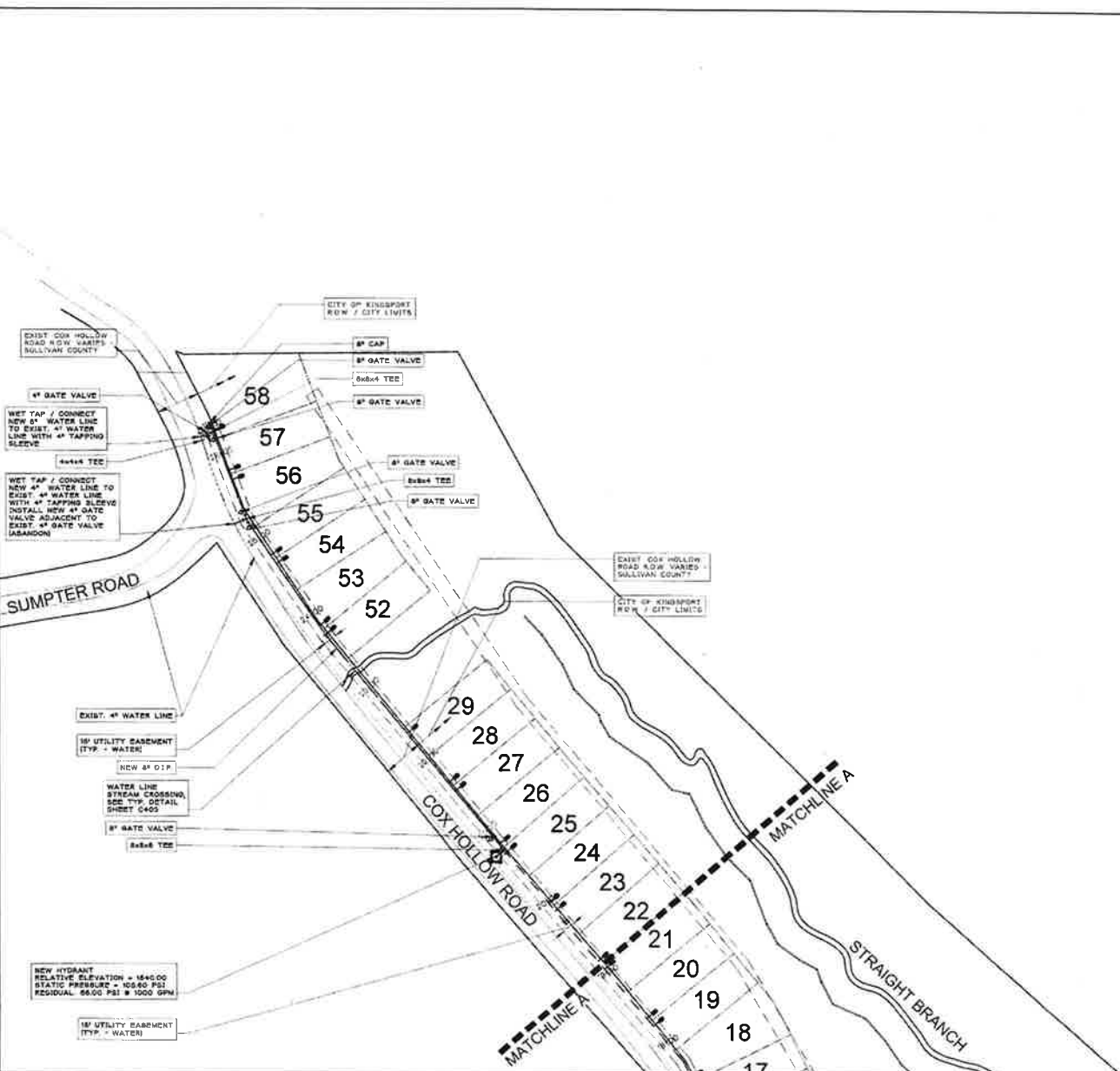
- LEGEND**
- PROPERTY LINES
  - EXISTING CONTOURS
  - FINISH CONTOURS
  - UTILITY EASEMENT LINES
  - FINISH SPOT ELEVATIONS
  - EXISTING WATER LINES
  - BUILDING SETBACK LINES
  - EXISTING SANITARY SEWER
  - NEW 8" FIRE LINE
  - NEW WATER LINES
  - NEW SANITARY SEWER
  - NEW GAS LINES
  - ROOF DRAIN MAIN

ENLARGED SITE UTILITIES  
PLAN - FIRELINE CONTINUED  
1" = 50'

- NOTES**
- THE ABOVE SITE UTILITIES PLAN SUPERIMPOSED ON SITE SURVEY INFORMATION PROVIDED BY COX CONCEPTS ARCHITECTS AS SURVEYED BY DAVIES LAND SURVEYING.
  - FOR PURPOSES OF ESTABLISHING SUBGRADES, THE FOLLOWING FINISH SURFACE THICKNESSES ARE APPLICABLE PAVING 8" 12" ASPHALT AND 6" BASE STONE, 12" FOR EXTERIOR CONCRETE SLAB 18" CONCRETE AND 6" BASE STONE.

- WATERLINE NOTES**
- ALL WATERLINES TO BE 2" MIN. BELOW FINISH GRADE. CONFINED ELEVATIONS AT OTHER UTILITIES. ALL WATERLINES TO BE 18" TO 24" DUCTILE IRON PIPE 30" 21" CLASS 500 PERMANENT RATED CONFORMING TO ASTM D2446. IF THERE IS A FIRE WAT. BEAR THE NATIONAL SANITATION FOUNDATION TESTING LABORATORIES INC. SEAL OF APPROVAL FOR PORTABLE WATER OR AN APPROVED EQUAL.
  - ALL TAPS ARE TO BE MADE UNDER GRADE. AREAS NOT UNDER ASPHALT OR CONCRETE. ALL WATER SERVICES TO BE LOCATED SO THAT THEY WILL NOT BE LOCATED IN DRIVEWAYS. ANY TAPERS THAT NEED TO BE MOVED LATER MUST BE MOVED AT DEVELOPER'S COST.
  - DEVELOPER / CONTRACTOR RESPONSIBLE FOR NEW TAP TO EXISTING WATERLINE UNDER DIRECT SUPERVISION OF THE CITY OF KINGSPORT WATER DEPARTMENT AFTER ALL FEES HAVE BEEN PAID. CITY OF KINGSPORT CONNECTION STANDARDS OF NEW WATERLINES TO BE FOLLOWED.
  - STANDARD MECHANICAL JOINT FITTINGS SHALL BE USED AT ALL VALVES AND FITTINGS WITHOUT EXCEPTION AND SHALL BE INSTALLED AS SPECIFIED BY THE MANUFACTURER. THURST BUCKINGHAM SHALL BE USED IN CONNECTION WITH STANDARD MECHANICAL JOINT FITTINGS WHERE APPROPRIATE. THURST BUCKINGHAM SHALL BE INSTALLED AS SHOWN AND SPECIFIED IN THE STANDARD DETAILS PROVIDED IN THE CONTRACT. OWNERS.

NOTE: SITE PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY COX CONCEPTS AS SURVEYED BY DAVIES LAND SURVEYING.





City of Kingsport  
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Reim to Dev	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	\$4,636.74	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	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 Stemp & 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>921</b>	<b>\$1,214,225.48</b>		<b>606</b>	<b>532</b>	<b>\$1,165,977.77</b>	

Revised 0701/21



## AGENDA ACTION FORM

### **Consideration of an Ordinance Amending the Zoning Code Chapter 114, Article IV, Section 535, of the Kingsport Code of Ordinances by Adding the City's Three Industrial Zoning Districts to the List of Zoning Districts Eligible for an Electronic Message Board Component as Part of the Freestanding Sign Allowance**

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

Action Form No.: AF-337-2021  
 Work Session: December 6, 2021  
 First Reading: December 7, 2021

Final Adoption: **December 21, 2021**  
 Staff Work By: Ken Weems  
 Presentation By: K. Weems

#### **Recommendation:**

- Approve ordinance amending the zoning ordinance to add the City's three industrial zoning districts to the list of zoning districts eligible for an electronic message board component as part of the freestanding sign allowance.

#### **Executive Summary:**

This is a staff-initiated zoning text amendment generated for the purpose adding the City's three industrial zoning districts to the list of zoning districts eligible for an electronic message board component as part of the freestanding sign allowance. A local industry has expressed recent interest in an electronic message board component for their freestanding sign. The proposed allowance is already available in the majority of the City's existing commercial zoning districts. It is important to note that this proposal does not increase the overall size allowance of freestanding signs in our industrial zones. The proposal only allows a portion (up to 50%) of the existing freestanding sign size allowance to be an electronic message board. This action will provide a similar allowance for electronic message boards in industrial zones as already afforded in both Johnson City and Bristol, TN. During their November 2021 regular meeting, the Planning Commission voted unanimously to send a positive recommendation to the Board to approve the amendment. The notice of public hearing was published on November 22, 2021.

#### **Attachments:**

1. Zoning 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: *dw*

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

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

AN ORDINANCE AMENDING CHAPTER 114, ARTICLE IV, SECTION 535 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO ELECTRONIC MESSAGE BOARD SIGNS BY ADDING ELIGIBILITY FOR INDUSTRIAL ZONES AND UPDATING THE NOMENCLATURE OF AN EXISTING ZONE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. That Chapter 114, Article IV, Section 535 of the Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and substituting in its place the following:

**Sec. 114-535.** - Electronic message board signs.

Except as otherwise provided in this section, electronic message boards are allowed only in the following zoning districts: M-1, Light Manufacturing District, M-1R, Light Manufacturing Restricted, District, M-2, General Manufacturing District, B-3, General Business District, BC, Business Conference Center District, B-4P, Planned Business District, and TA/C, Tourist Accommodation/Commerce District as follows:

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: \_\_\_\_\_



## AGENDA ACTION FORM

### **Consideration of an Ordinance to Vacate Excess Right-Of-Way Known as Buckles Drive and Simpson Street**

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

Action Form No.: AF-333-2021  
 Work Session: December 6, 2021  
 First Reading: December 7, 2021

Final Adoption: **December 21, 2021**  
 Staff Work By: Savannah Garland  
 Presentation By: S. Garland

#### **Recommendation:**

- Approve the ordinance vacating excess right-of-way known as Buckles Drive and Simpson Street.

#### **Executive Summary:**

This is a request from Eastman Chemical Company to vacate a portion of excess right-of-way known as Buckles Drive and Simpson Street. The area is approximately 8,250 square feet in size. City departments as well as local utility providers have reviewed the request and see no future use for this right-of-way. This request is a small portion of a much larger request that consists of several sections of county right-of-way as identified in the attached staff report. During their November 2021 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on November 22, 2021.

#### **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: *mw*

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

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

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY NAMED BUCKLES DRIVE/SIMPSON STREET LOCATED OFF OF SIMPSON STREET SITUATED IN THE CITY OF KINGSPORT, THIRTEENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a public meeting held on November 18, 2021, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating that portion of a right-of-way described herein, nor can any future use of the same for right-of-way purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on November 18, 2021, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for that portion of a right-of-way described herein; and

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 7th day of December 2021, and notice thereof published in the Kingsport Times-News on the 22nd day of November, 2021.

Now therefore,

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

SECTION I. The city hereby vacates and closes to public use all of a certain section of right-of-way named Buckles Drive/Simpson Street located off Simpson Street within the City of Kingsport, 13th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

Commencing at the intersection of the northerly sideline of Eastman Road and the southern sideline of Simpson Street, corner to Eastman Chemical Company property; Thence, along the southern right-of-way line of Simpson Street, North 57 deg. 12 min. 00 sec. East, 625.00 feet to the point of Beginning; Thence, along the right-of-way closure the following 4 calls, North 32 deg. 48 min. 00 sec. West, 165.00 feet to a point in the common line with Eastman Chemical Company; Thence, along the said common line, North 57 deg. 12 min. 00 sec. East, 50.00 feet to a point; Thence, South 32 deg. 48 min. 00 sec. East, 165.00 feet to a point in the southern right-of-way of Simpson Street; Thence, South 57 deg. 12 min. 00 sec. East, 50.00 feet to the point of Beginning. Containing 8,250 square feet or 0.189 acres as shown on Exhibit "A" prepared by Barge Design Solutions, bearing file No. 37427-06.

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

### Consideration of an Ordinance to Vacate Excess Right-of-Way adjacent to 1777 N. Eastman Road

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

Action Form No.: AF-334-2021  
Work Session: December 6, 2021  
First Reading: December 7, 2021

Final Adoption: **December 21, 2021**  
Staff Work By: Savannah Garland  
Presentation By: S. Garland

#### Recommendation:

- Approve ordinance vacating excess right-of-way adjacent to 1777 N. Eastman Road

#### Executive Summary:

This is a request from an abutting property owner to vacate excess right-of-way adjacent to 1777 N. Eastman Road. The area is approximately 844.11 square feet in size. The purpose of this request is to help with the ingress/egress of the parking lot for the adjacent insurance office (currently under construction). City departments as well as local utility providers have reviewed the request. AEP has secured a right-of-way easement and City staff sees no future use for this right-of-way. During their November 2021 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on November 22, 2021.

#### 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: *JW*

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



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

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

WHEREAS, after due investigation and careful consideration at a public meeting held on November 18, 2021, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating that portion of a right-of-way described herein, nor can any future use of the same for right-of-way purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on November 18, 2021, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for that portion of a right-of-way described herein; and

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 7th day of December 2021, and notice thereof published in the Kingsport Times-News on the 22nd day of November, 2021.

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

SECTION I. The city hereby vacates and closes to public use all of a certain section of right-of-way named N. Eastman Road located off North Eastman Road within the City of Kingsport, 111th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

BEGINNING AT AN IRON ROD (OLD) WITH ALLEY & ASSOCIATES CAP, SAID ROD LOCATED ON THE SOUTHERLY SIDELINE OF NORTH EASTMAN ROAD AND A CORNER TO LOT 1R, RESUBDIVISION OF PART OF LOTS 2 & 3, BLOCK 19, KINGSPORT HEIGHTS ADDITION (PLAT BOOK 57, PAGE 462). THENCE LEAVING SAID SIDELINE AND ALONG LOT 1R SOUTH 01° 10' 33" WEST, A DISTANCE OF 76.63 FEET TO A 3/8" IRON ROD (OLD), SAID ROD A CORNER TO PART OF LOT 1B, BLOCK 19, KINGSPORT HEIGHTS ADDITION (PLAT BOOK 2, PAGE 217). THENCE ALONG LOT 1B AND PROPERTY OWNED BY THE CITY OF KINGSPORT (DEED BOOK 2736C, PAGE 554) NORTH 81° 38' 40" WEST, A DISTANCE OF 94.96 FEET TO A POINT AND NORTH 16° 59' 09" EAST, A DISTANCE OF 34.14 FEET TO A POINT, SAID POINT LOCATED ON THE SOUTHERLY SIDELINE OF NORTH EASTMAN ROAD. THENCE ALONG SAID SIDELINE BY A CURVE TO THE LEFT HAVING A RADIUS OF 753.39 FEET, AN ARC LENGTH OF 90.72 FEET AND A CHORD NORTH 70° 34' 32" EAST, A DISTANCE OF 90.72 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.109 ACRES, MORE OR LESS.

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

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

ATTEST:

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

### Consideration of an Ordinance Vacating Right-of-Way Adjacent to Globe Avenue

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

Action Form No.: AF-335-2021  
 Work Session: December 6, 2021  
 First Reading: December 7, 2021

Final Adoption: **December 21, 2021**  
 Staff Work By: Savannah Garland  
 Presentation By: S. Garland

#### Recommendation:

- Approve the ordinance vacating right-of-way adjacent to Globe Avenue

#### Executive Summary:

This is a request from abutting property owners to vacate right-of-way adjacent to Globe Ave. The area is approximately 6,974 square feet and contains a dilapidated staircase made from timbers. City departments as well as local utility providers have reviewed the request and see no future use for this right-of-way. During their November 2021, regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on November 22, 2021.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Jm*

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

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

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

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY NAMED PORTION OF CLINCH ST. RIGHT-OF-WAY LOCATED OFF OF GLOBE AVENUE SITUATED IN THE CITY OF KINGSPORT, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a public meeting held on November 18, 2021, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating that portion of a right-of-way described herein, nor can any future use of the same for right-of-way purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on November 18, 2021, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for that portion of a right-of-way described herein; and

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 7<sup>th</sup> day of December 2021, and notice thereof published in the Kingsport Times-News on the 22<sup>nd</sup> day of November, 2021.

Now therefore,

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

SECTION I. The city hereby vacates and closes to public use all of a certain section of right-of-way named Portion of Clinch St. Right-Of-Way located off Globe Ave. within the City of Kingsport, 11<sup>th</sup> Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

BEGINNING on a point in the intersection of the northeasterly right-of-way line of Elizabeth Street (Ave.) and the northwesterly right-of-way line of Clinch Street; thence departing said point and continuing with the northwesterly right-of-way line of Clinch Street the following two (2) calls: northeasterly 117.3' to a point; thence northeasterly 115.0' to a point in the intersection of the northwesterly right-of-way line of Clinch Street and the southwesterly right-of-way line of Globe Avenue; thence with the southwesterly right-of-way line of Globe Avenue southeasterly 30.0' to a point in the intersection of said right-of-way line and the southeasterly right-of-way line of Clinch Street; thence departing said point and continuing with the southeasterly right-of-way line of Clinch Street the following two (2) calls: southwesterly 115.0' to a point; thence southwesterly 117.6' to a point in the intersection of the southeasterly right-of-way line of Clinch Street and the northeasterly right-of-way line of Elizabeth Street (Ave.); thence with the northeasterly right-of-way line of Elizabeth Street (Ave.) northwesterly 30.00' to the POINT OF BEGINNING, containing approximately 6,974 square feet, more or less.

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

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

ATTEST:

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

### Changing the Date of Municipal Elections to Coincide with the August General Election and Extending the Terms of Office

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

Action Form No.: AF-312-2021  
 Work Session: December 6, 2021  
 First Reading: December 7, 2021

Final Adoption: **December 21, 2021**  
 Staff Work By: Mayor Shull  
 Presentation By: Mayor Shull

#### Recommendation:

Consider the Ordinance

#### Executive Summary:

Pursuant to Tennessee Code Annotated section 6-54-138 the board of mayor and aldermen may, by ordinance, change the election date for city elections to coincide with the August or November general election. The ordinance must provide for the extension of the terms of members of the board of mayor and aldermen and board of education necessary to meet the election date, but no term may be extended for more than two years beyond its regular expiration date. If an ordinance is approved changing the election date the mayor shall file a certified copy of the ordinance with the state coordinator of elections.

To move the date of the election the board must approve the attached ordinance, which will move the election to the August general election. If it is not approved the election date will remain as it is currently. If the election date is moved the next city election for the board of mayor and aldermen and the board of education will occur in August, 2024. The newly elected board members from that election and elections in the future will take office on September 1.

If the election is changed to August, the board of mayor and aldermen may, at a later date, change the election date back to the date it was prior to moving the election date to coincide with the August general election, but this change can only be made one time.

#### Attachments:

1. Ordinance
2. T.C.A. section 6-54-138

Funding source appropriate and funds are available: *Jm*

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

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

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

AN ORDINANCE CHANGING THE DATE OF MUNICIPAL ELECTIONS TO COINCIDE WITH AUGUST GENERAL ELECTIONS AND EXTENDING THE TERMS OF OFFICE AS AUTHORIZED BY TENNESSEE CODE ANNOTATED SECTION 6-54-138; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. Notwithstanding the charter of the city to the contrary Tennessee Code Annotated Section 6-54-138 authorizes the board of mayor and aldermen by ordinance to move the date of municipal elections to coincide with the August general election, and accordingly the board hereby moves the city election for all elected officials of the city to the first Thursday in August in each even year, starting with 2024, or such other date for the August General Election as set by the State of Tennessee.

SECTION II. That pursuant to Tennessee Code Annotated Section 6-54-138 the term of office for Mayor Pat Shull, Alderman Darrell Duncan, Alderman Tommy Olterman, and Alderman James Phillips, or anyone appointed to replace them, shall be extended from the first board meeting in July, 2023, to and including August 31, 2024.

SECTION III. That pursuant to Tennessee Code Annotated Section 6-54-138 the term of office for Alderman Betsy Cooper, Alderman Colette George, and Alderman Paul W. Montgomery, or anyone appointed to replace them, shall be extended from the first board meeting in July, 2025, to and including August 31, 2026.

SECTION IV. That pursuant to Tennessee Code Annotated Section 6-54-138 the term of office for School Board Member Julie Byers, School Board Member Todd Golden, and School Board Member Jim Welch, or anyone appointed to replace them, shall be extended from July 1, 2023, to and including August 31, 2024.

SECTION V. That pursuant to Tennessee Code Annotated Section 6-54-138 the term of office for School Board Member Brandon Fletcher, and School Board Member Melissa Woods, or anyone appointed to replace them, shall be extended from July 1, 2025, to and including August 31, 2026.

SECTION VII. That anyone elected in the August election for the board of mayor and aldermen or the board of education shall take office on September 1 following the August election.

SECTION VIII. That the mayor is authorized and directed to file a certified copy of this ordinance with the state coordinator of elections, as required by Tennessee Code Annotated Section 6-54-138, and with the Sullivan County Election Commission.

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

SECTION X. That all ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed.



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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

6-54-138. Changing the date by ordinance of municipal elections to coincide with general election.

(a) Notwithstanding any private act of a municipality to the contrary, the legislative body of a municipality may by ordinance change the date of municipal elections to coincide with the August or November general election. The ordinance changing the election date shall provide for the extension of the terms of members of the legislative body of the municipality necessary to meet the election date, but no term may be extended for more than two (2) years beyond its regular expiration date. If an action is taken pursuant to this subsection (a), the presiding officer of the legislative body shall file a certified copy of the ordinance with the state coordinator of elections.

(b) Nothing in subsection (a) shall be construed to remove any incumbent from office or abridge the term of any incumbent prior to the end of the term for which an elected official was selected.

(c) If the legislative body of a municipality changes the date of municipal elections pursuant to subsection (a), the legislative body may at a later date change the election date back to what such date was prior to moving the election date to coincide with the August or November general election. The legislative body may only make a change under this subsection (c) one (1) time. Terms of incumbent members of the legislative body shall not be abridged to accomplish an election date change under this subsection (c); however, members elected at a date change pursuant to this subsection (c) may take office at a later date so as to not abridge terms of incumbent members of the legislative body. If such members take office at a later date, their term may be abridged due to such members having to take office at the later date.

#### History

Acts 2010, ch. 1008, § 4.

TENNESSEE CODE ANNOTATED

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## AGENDA ACTION FORM

### Budget Adjustment Ordinance for Various Funds in FY22

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

Action Form No.: AF-350-2021  
 Work Session: December 6, 2021  
 First Reading: December 7, 2021

Final Adoption: **December 21, 2021**  
 Staff Work By: John Morris  
 Presentation By: C. McCartt

#### Recommendation:

Approve the Ordinance

#### Executive Summary:

The General Project Fund is being amended by appropriating G.O. Public Improvement Bond Series 2021 to fund the Bays Mtn Amphitheatre project (GP2035) in the amount of \$950,000.00, the School Facility Upgrades project (GP2203) in the amount of \$6,000,000.00, the Bike Park & Lighting project (GP2204) in the amount of \$1,400,000.00, the Justice Center Design project (GP2205) in the amount of \$400,000.00, the Bays Mtn Exhibits project (GP2206) in the amount of \$375,000.00, the PW Recycle Centers project (GP2207) in the amount of \$300,000.00, the Fire Facilities/Capital project (GP2208) in the amount of \$300,000.00, and the Fire Station #2 Imp project (GP2209) in the amount of \$275,000.00.

The Meadowview Project Fund is being amended by appropriating G.O. Public Improvement Bond Series 2021 to fund the Meadowview Roof project (MV2000) in the amount of \$902,133.00.

The Water Project Fund is being amended by appropriating G.O. Public Improvement Bond Series 2021 to fund the Master Plan Upgrades project (WA2204) in the amount of \$1,500,744.00.

The Sewer Project Fund is being amended by appropriating G.O. Public Improvement Bond Series 2021 to fund Sewer I & I Rehab project (SW2203) in the amount of \$3,000,482.00, the SLS Improvements project (SW2204) in the amount of \$2,300,000.00, the Reedy Creek Trunk Line project (SW2205) in the amount of \$1,000,000.00, and the WWTP Electric Upgrades project (SW2206) in the amount of \$600,000.00.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

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

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

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

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, MEADOWVIEW PROJECT FUND, WATER PROJECT FUND, AND SEWER PROJECT FUND BUDGETS BY APPROPRIATING GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND SERIES 2021; FOR THE FISCAL YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

WHEREAS, on September 28, 2021, the Board of Mayor and Aldermen (the "Board") of the City of Kingsport, Sullivan and Hawkins Counties, Tennessee (the "Municipality"), adopted Resolution No. 2022-068 to issue General Obligation Public Improvement Bond Series 2021 not to exceed \$20,250,000, to Provide Funding for Certain Public Works Projects and to Fund the Incidental and Necessary Expenses Related Thereto" (the "Initial Resolution"), authorizing and directing, among other things, the issuance by the Municipality of its general obligation public improvement bonds for the purpose of financing a portion of the costs of certain public works projects, consisting of the acquisition of public art; acquisition, construction, improvement and renovation of public school facilities; acquisition, construction, rehabilitation, improvement and equipping of public parks and recreational facilities, including a bike park and park lighting, Bays Mountain amphitheater, and Bays Mountain Park exhibits; acquisition, construction, renovation, improvement and equipping of public buildings within the Municipality, including the justice center, public works convenient centers, and fire facilities; construction, improvement and renovation of the Municipality's convention center, including roof replacement; construction, expansion and improvement of the Municipality's water system; construction, expansion and improvement of the Municipality's sewer system; acquisition of all property real and personal, appurtenant thereto or connected with such work; and to pay legal, fiscal, administrative, and engineering costs (collectively, the "Project"); to reimburse the Municipality for the costs of any of the above projects, to pay capitalized interest, and to pay costs incident to the issuance and sale of the Bonds;

Section I. That the General Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2021 to fund the Bays Mtn Amphitheatre project (GP2035) in the amount of \$950,000, the School Facility Upgrades project (GP2203) in the amount of \$6,000,000, the Bike Park & Lighting project (GP2204) in the amount of \$1,400,000, the Justice Center Design project (GP2205) in the amount of \$400,000, the Bays Mtn Exhibits project (GP2206) in the amount of \$375,000, the PW Recycle Centers project (GP2207) in the amount of \$300,000, the Fire Facilities/Capital project (GP2208) in the amount of \$300,000, and the Fire Station #2 Imp project (GP2209) in the amount of \$275,000.

Section II. That the Meadowview Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2021 to fund the Meadowview Roof project (MV2000) in the amount of \$902,133.

Section III. That the Water Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2021 to fund the Master Plan Upgrades project (WA2204) in the amount of \$1,500,744.

Section IV. That the Sewer Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2021 to fund Sewer I & I Rehab project (SW2203) in the amount of \$3,000,482, the SLS Improvements project (SW2204) in the amount of \$2,300,000, the Reedy Creek Trunk Line project (SW2205) in the amount of \$1,000,000, and the WWTP Electric Upgrades project (SW2206) in the amount of \$600,000.

**Account Number/Description:****General Project Fund: 311****Bays Mtn Amphitheatre (GP2035)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	54,000	0	54,000
311-0000-368.10-69 GO Bonds Series 2021	0	874,475	874,475
311-0000-368.21-01 Premium From Bond Sale	0	85,883	85,883
	100,000	0	100,000
<b>Total:</b>	<b>154,000</b>	<b>960,358</b>	<b>1,114,358</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	0	10,358	10,358
311-0000-601.90-03 Improvements	154,000	950,000	1,104,000
<b>Total:</b>	<b>154,000</b>	<b>960,358</b>	<b>1,114,358</b>

**School Facility Upgrades (GP2203)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-69 GO Bonds Series 2021	0	5,523,000	5,523,000
311-0000-368.21-01 Premium From Bond Sale	0	542,418	542,418
<b>Total:</b>	<b>0</b>	<b>6,065,418</b>	<b>6,065,418</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	0	65,418	65,418
311-0000-601.90-03 Improvements	0	6,000,000	6,000,000
<b>Total:</b>	<b>0</b>	<b>6,065,418</b>	<b>6,065,418</b>

**Bike Park & Lighting (GP2204)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-69 GO Bonds Series 2021	0	1,288,700	1,288,700
311-0000-368.21-01 Premium From Bond Sale	0	126,564	126,564
<b>Total:</b>	<b>0</b>	<b>1,415,264</b>	<b>1,415,264</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	0	15,264	15,264
311-0000-601.90-03 Improvements	0	1,400,000	1,400,000
<b>Total:</b>	<b>0</b>	<b>1,415,264</b>	<b>1,415,264</b>

**Justice Center Design (GP2205)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-69 GO Bonds Series 2021	0	368,200	368,200
311-0000-368.21-01 Premium From Bond Sale	0	36,161	36,161
<b>Total:</b>	<b>0</b>	<b>404,361</b>	<b>404,361</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	0	4,361	4,361
311-0000-601.90-03 Improvements	0	400,000	400,000
<b>Total:</b>	<b>0</b>	<b>404,361</b>	<b>404,361</b>

**Bays Mtn Exhibits (GP2206)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-69 GO Bonds Series 2021	0	345,188	345,188
311-0000-368.21-01 Premium From Bond Sale	0	33,901	33,901
<b>Total:</b>	<b>0</b>	<b>379,089</b>	<b>379,089</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	0	4,089	4,089
311-0000-601.90-03 Improvements	0	375,000	375,000
<b>Total:</b>	<b>0</b>	<b>379,089</b>	<b>379,089</b>

**PW Recycle Centers (GP2207)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-69 GO Bonds Series 2021	0	276,150	276,150
311-0000-368.21-01 Premium From Bond Sale	0	27,121	27,121
<b>Total:</b>	<b>0</b>	<b>303,271</b>	<b>303,271</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	0	3,271	3,271
311-0000-601.90-03 Improvements	0	300,000	300,000
<b>Total:</b>	<b>0</b>	<b>303,271</b>	<b>303,271</b>

**Fire Facilities/Capital (GP2208)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-69 GO Bonds Series 2021	0	276,150	276,150
311-0000-368.21-01 Premium From Bond Sale	0	27,121	27,121
<b>Total:</b>	<b>0</b>	<b>303,271</b>	<b>303,271</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	0	3,271	3,271
311-0000-601.90-03 Improvements	0	300,000	300,000
<b>Total:</b>	<b>0</b>	<b>303,271</b>	<b>303,271</b>

**Fire Station #2 Imp (GP2209)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-69 GO Bonds Series 2021	0	253,137	253,137
311-0000-368.21-01 Premium From Bond Sale	0	24,861	24,861
<b>Total:</b>	<b>0</b>	<b>277,998</b>	<b>277,998</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	0	2,998	2,998
311-0000-601.90-03 Improvements	0	275,000	275,000
<b>Total:</b>	<b>0</b>	<b>277,998</b>	<b>277,998</b>

**Account Number/Description:****Meadowview Fund: 420****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
420-0000-392.99-33 GO Bonds Series 2021	\$ 0	\$ 902,133	\$ 902,133
<b>Total:</b>	<b>0</b>	<b>902,133</b>	<b>902,133</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
420-6999-698.78-69 GO Bonds Series 2021	\$ 0	\$ 902,133	\$ 902,133
<b>Total:</b>	<b>0</b>	<b>902,133</b>	<b>902,133</b>

**Account Number/Description:****Meadowview Project Fund: 454****Meadowview Roof (MV2000)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
454-0000-391.05-56 Series 2019 Go Improvment	\$ 350,000	\$ 0	\$ 350,000
454-0000-391.05-69 GO Bonds Series 2021	0	902,133	902,133
<b>Total:</b>	<b>0</b>	<b>902,133</b>	<b>1,252,133</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
454-0000-601.20-22 Construction Contracts	\$ 350,000	\$ 902,133	\$ 1,252,133
<b>Total:</b>	<b>350,000</b>	<b>902,133</b>	<b>1,252,133</b>

**Account Number/Description:****Water Fund: 411****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
411-0000-392.99-33 GO Bonds Series 2021	\$ 0	\$ 1,500,744	\$ 1,500,744
<b>Total:</b>	<b>0</b>	<b>1,500,744</b>	<b>1,500,744</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
411-6999-698.78-69 GO Bonds Series 2021	\$ 0	\$ 1,500,744	\$ 1,500,744
<b>Total:</b>	<b>0</b>	<b>1,500,744</b>	<b>1,500,744</b>

**Account Number/Description:****Water Project Fund: 451****Master Plan Upgrades (WA2204)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
451-0000-391.05-69 GO Bonds Series 2021	\$ 0	\$ 1,500,744	\$ 1,500,744
<b>Total:</b>	<b>0</b>	<b>1,500,744</b>	<b>1,500,744</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
451-0000-601.90-03 Improvements	\$ 0	\$ 1,500,744	\$ 1,500,744
<b>Total:</b>	<b>0</b>	<b>1,500,744</b>	<b>1,500,744</b>



**Account Number/Description:****Sewer Fund: 412****Revenues:**

412-0000-392.99-33 GO Bonds Series 2021

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	6,900,482	6,900,482
<b>Total:</b>	<b>0</b>	<b>6,900,482</b>	<b>6,900,482</b>

**Expenditures:**

412-6999-698.78-69 GO Bonds Series 2021

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	6,900,482	6,900,482
<b>Total:</b>	<b>0</b>	<b>6,900,482</b>	<b>6,900,482</b>

**Account Number/Description:****Sewer Project Fund: 452****Sewer I & I Rehab (SW2203)****Revenues:**

452-0000-391.05-69 GO Bonds Series 2021

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	3,000,482	3,000,482
<b>Total:</b>	<b>0</b>	<b>3,000,482</b>	<b>3,000,482</b>

**Expenditures:**

452-0000-601.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	3,000,482	3,000,482
<b>Total:</b>	<b>0</b>	<b>3,000,482</b>	<b>3,000,482</b>

**SLS Improvements (SW2204)****Revenues:**

452-0000-391.05-69 GO Bonds Series 2021

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	2,300,000	2,300,000
<b>Total:</b>	<b>0</b>	<b>2,300,000</b>	<b>2,300,000</b>

**Expenditures:**

452-0000-601.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	2,300,000	2,300,000
<b>Total:</b>	<b>0</b>	<b>2,300,000</b>	<b>2,300,000</b>

**Reedy Creek Trunk Line (SW2205)****Revenues:**

452-0000-391.05-69 GO Bonds Series 2021

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	1,000,000	1,000,000
<b>Total:</b>	<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>

**Expenditures:**

452-0000-601.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	1,000,000	1,000,000
<b>Total:</b>	<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>

**WWTP Electric Upgrades (SW2206)****Revenues:**

452-0000-391.05-69 GO Bonds Series 2021

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	600,000	600,000
<b>Total:</b>	<b>0</b>	<b>600,000</b>	<b>600,000</b>

**Expenditures:**

452-0000-601.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	600,000	600,000
<b>Total:</b>	<b>0</b>	<b>600,000</b>	<b>600,000</b>

SECTION V. 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

### Amend the FY 2022 the General Purpose School Fund

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

Action Form No.: AF-348-2021  
 Work Session: December 6, 2021  
 First Reading: December 7, 2021

Final Adoption: **December 21, 2021**  
 Staff Work By: David Frye  
 Presentation By: D. Frye

### Recommendation:

Approve the Ordinance

### Executive Summary:

The Board of Education approved fiscal year 2022 budget amendment number two at their meeting on November 30, 2021. This amendment increases the General Purpose School Fund budget by \$868,400.00. The estimated revenue for Fund Balance appropriations is being increased by \$406,800.00. This increase will fund teacher salary and benefit increase, retroactive to the beginning of the year, for those teachers whose step on the pay scale is below their actual years of experience. This increase in salary funds will complete transition to the teacher salary scale that was implemented in FY 2021 for those teachers who were placed on a step below their actual years for experience. The estimated revenue for Other Local Revenue is being increased by \$611,000.00 for a donation for J Fred Johnson stadium improvements and a grant from the Niswonger Foundation.

### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Two – FY 2022 Revised

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *20*

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

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

AN ORDINANCE TO AMEND THE GENERAL PURPOSE  
SCHOOL FUND BUDGET FOR THE FISCAL 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 Purpose School Fund Budget be amended by increasing the estimated revenue for Other Local Revenue by \$611,000 and Fund Balance Appropriations by \$406,800. The expenditure budget will be amended by increasing the appropriations for various teacher salary and benefit account by \$417,800 and by increasing the appropriation for Building Improvements by \$600,000.

**Fund 141: General Purpose School Fund**

<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
141-0000-369-4990 Other Local Revenue	500,000	611,000	1,111,000
141-0000-392-0100 Fund Balance Appropriations	586,435	406,800	843,835
<b><i>Totals</i></b>	<b>1,086,435</b>	<b>1,017,800</b>	<b>1,954,835</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
141-7150-711-0116 Reg Ed – Teacher Salaries	26,605,650	280,200	26,885,850
141-7150-711-0201 Reg Ed – Social Security	1,655,000	17,400	1,672,400
141-7150-711-0204 Reg Ed – State Retirement	2,725,600	28,900	2,754,500
141-7150-711-0212 Reg Ed – Medicare	387,100	4,000	391,100
141-7150-721-0116 Sp Ed – Teacher Salaries	3,170,600	25,100	3,195,700
141-7150-711-0128 Sp Ed – Homebound Tchrs	27,500	300	27,800
141-7150-721-0171 Sp Ed – Speech Teachers	619,200	3,100	622,300
141-7150-721-0201 Sp Ed – Social Security	257,000	1,800	258,800
141-7150-721-0204 Sp Ed – State Retirement	398,200	2,900	401,100
141-7150-721-0212 Sp Ed – Medicare	60,300	400	60,700
141-7100-731-0116 Voc Ed – Teacher Salaries	1,092,100	12,600	1,104,700
141-7100-731-0201 Voc Ed – Social Security	64,600	800	65,400
141-7100-731-0204 Voc Ed – State Retirement	110,000	1,300	111,300
141-7100-731-0212 Voc Ed – Medicare	15,000	200	15,200
141-7250-773-0123 Oth Std Sup – Counselors	1,332,300	8,900	1,341,200
141-7250-773-0201 Oth Std Sup – Social Security	101,200	600	101,800
141-7250-773-0204 Oth Std Sup – St Retirement	176,300	900	177,200
141-7250-773-0212 Oth Std Sup – Medicare	23,600	100	23,700
141-7250-781-0123 Reg Ed Sup – Librarians	764,500	11,100	775,600
141-7250-781-0189 Reg Ed Sup – Other Salaries	646,200	5,500	651,700
141-7250-781-0201 Reg Ed Sup – Social Sec	121,800	1,000	122,800
141-7250-781-0204 Reg Ed Sup – St Retirement	204,500	1,700	206,200
141-7250-781-0212 Reg Ed Sup – Medicare	28,300	200	28,500
141-7250-782-0124 Sp Ed Sup – Psych Salaries	200,200	4,500	204,700

141-7250-782-0189	Sp Ed Sup – Other Salaries	179,500	2,900	182,400
141-7250-782-0201	Sp Ed Sup – Social Security	30,800	500	31,300
141-7250-782-0204	Sp Ed Sup – St Retirement	55,800	800	56,600
141-7250-782-0212	Sp Ed Sup – Medicare	7,100	100	7,200
141-7650-871-0707	Building Improvements	387,407	600,000	987,407
<b>Totals</b>		<b>41,447,357</b>	<b>1,017,800</b>	<b>42,465,157</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.

\_\_\_\_\_  
PAT SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
LISA WINKLE, City Recorder

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

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

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

November 16, 2021

**KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2021-2022  
BUDGET AMENDMENT NUMBER TWO  
AMENDED**

**GENERAL PURPOSE SCHOOL FUNDS**

**ITEM ONE: TEACHERS SALARIES AND BENEFITS**

The approved FY 2021-2022 includes funding for teacher salaries and benefits that will decrease the difference between teacher steps and the step that is represented by their actual years of experience by one-half. The cost to reduce the remaining one-half difference is \$406,800.

The addition to the Unreserved Fund Balance from unused salary and benefits from FY 20-21 was approximately \$1,200,000. This surplus resulted from positions being vacant for a period of time and from the savings of replacing higher paid employees with lower entry level employees.

It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriations for various teacher salary and benefits accounts be increased by \$406,800.

**ITEM TWO: NISWONGER TUTORING GRANT FOR JACKSON**

Jackson Elementary has received a grant from the Niswonger Foundation to fund a tutoring program. This grant will fund wages paid to tutors and a stipend for a site coordinator. The total amount is \$11,000. It is recommended that the estimated revenue for Other Local Revenue and the appropriations for Teachers Salaries and Benefits be increased by \$11,000.

**ITEM THREE: DONATION**

Kingsport City Schools has received an anonymous donation in the amount of \$600,000. These funds have been specifically earmarked for upgrades to the lighting and sound systems in J. Fred Johnson stadium. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Building Improvements be increased by \$600,000.

**SCHOOL PROJECT FUND**

Washington Elementary School has received a STEM grant from Battelle Education in the amount of \$13,786. They have also received a donation from their PTA for the amount of \$2,900. These funds will be used to provide STEM related resources. It is recommended that a project be established within the School Special Projects Funds for the Washington STEM grant.



## AGENDA ACTION FORM

### Amend the FY 2022 School Special Projects Fund Budget

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

Action Form No.: AF-351-2021  
 Work Session: December 6, 2021  
 First Reading: December 7, 2021

Final Adoption: **December 21, 2021**  
 Staff Work By: David Frye  
 Presentation By: D. Frye

### Recommendation:

Approve the Ordinance

### Executive Summary:

The Board of Education approved fiscal year 2022 budget amendment number two at their meeting on November 30, 2021. This amendment increases the School Special Projects Fund budget by \$16,686.00. These funds are from a Battelle Education grant of 13,786.00 and a donation from the Washington PTA of \$2,900.00 to provide STEM related resources.

### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Two – FY 2022

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: *zw*

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



ORDINANCE NO. \*\*\*\*

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2022 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2022 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
CSH022 Coordinated School Health	100,000	0	100,000
FRC022 Family Resource Center	29,612	0	29,612
HAG022 Homeless Assistance	55,000	0	55,000
KTIP22 Kingsport Truancy Intervention	53,720	0	53,720
PK5122 Pre-K Expansion Grant System-Wide	592,716	0	592,716
SSA022 Safe Schools Act	125,160	0	125,160
WASH22 Washington STEM Grant	0	16,686	16,686
Transfer from General School Fund	96,798	0	96,798
<b><i>Totals:</i></b>	<b>1,053,006</b>	<b>16,686</b>	<b>1,069,692</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	592,716	16,686	609,402
Support Services	460,290	0	460,290
Non-Instructional Services	0	0	0
Capital Outlay	0	0	0
Other	0	0	0
<b><i>Totals:</i></b>	<b>1,053,006</b>	<b>16,686</b>	<b>1,069,692</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.

\_\_\_\_\_  
PAT SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
LISA WINKLE, City Recorder

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:

City of Kingsport, Tennessee

November 16, 2021

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2021-2022  
BUDGET AMENDMENT NUMBER TWO

**GENERAL PURPOSE SCHOOL FUNDS**

**ITEM ONE: BAND/CHORUS TRAVEL**

The FY 2020-2021 budget included funds for Dobyns-Bennett band (\$51,000) and chorus (\$3,000) travel. Due to the COVID pandemic all travel was cancelled, the travel funds were unspent and were added to the Unreserved Fund Balance. It has been requested that these funds be reallocated to the FY 21-22 budget to fund travel for this year. It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriation for Dobyns-Bennett Student Travel be increased by \$54,000.

**ITEM TWO: TEACHERS SALARIES AND BENEFITS**

The approved FY 2021-2022 includes funding for teacher salaries and benefits that will decrease the difference between teacher steps and the step that is represented by their actual years of experience by one-half. The cost to reduce the remaining one-half difference is \$406,800. It is recommended that the salaries for the affected teachers be increased for the second half of the 2021-22 school year. The cost for one-half of the school year will be \$203,400.

The addition to the Unreserved Fund Balance from unused salary and benefits from FY 20-21 was approximately \$1,200,000. This surplus resulted from positions being vacant for a period of time and from the savings of replacing higher paid employees with lower entry level employees.

It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriations for various teacher salary and benefits accounts be increased by \$203,400.

**ITEM THREE: NISWONGER TUTORING GRANT FOR JACKSON**

Jackson Elementary has received a grant from the Niswonger Foundation to fund a tutoring program. This grant will fund wages paid to tutors and a stipend for a site coordinator. The total amount is \$11,000. It is recommended that the estimated revenue for Other Local Revenue and the appropriations for Teachers Salaries and Benefits be increased by \$11,000.

**ITEM FOUR: DONATION**

Kingsport City Schools has received an anonymous donation in the amount of \$600,000. These funds have been specifically earmarked for upgrades to the lighting and sound systems in J. Fred Johnson stadium. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Building Improvements be increased by \$600,000.

## **SCHOOL PROJECT FUND**

Washington Elementary School has received a STEM grant from Battelle Education in the amount of \$13,786. They have also received a donation from their PTA for the amount of \$2,900. These funds will be used to provide STEM related resources. It is recommended that a project be established within the School Special Projects Funds for the Washington STEM grant.



## AGENDA ACTION FORM

### Amend Chapter 26, Article II, Section 19 of the Code of Ordinances, City of Kingsport

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

Action Form No.: AF-349-2021  
 Work Session: December 6, 2021  
 First Reading: December 7, 2021

Final Adoption: **December 21, 2021**  
 Staff Work By: Bart Rowlett  
 Presentation By: C. McCartt/B. Rowlett

#### **Recommendation:**

Approve the Ordinance

#### **Executive Summary:**

Currently Kingsport Code of Ordinances section 26-19 requires that inns, hotels, or lodging houses operated under Chapter 26, Article II of the Code of Ordinances shall maintain a guest register which shall be open to the inspection of the city recorder or police at all times.

Recently Kingsport Code of Ordinances section 26-19 was reviewed along with relevant case law. During this review it was discovered that in the case of *City of Los Angeles v. Patel*, 576 U.S. 409 (2015) the United States Supreme Court invalidated a similar city code provision on the grounds that such an inspection constitutes a warrantless search in violation of the Fourth Amendment to the United States Constitution.

In light of the United States Supreme Court's decision in *City of Los Angeles v. Patel*, it is recommended that section 26-19 be amended by removing the inspection provision.

#### **Attachments:**

1. Ordinance
2. Kingsport Code of Ordinances § 26-19 with edits

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, CHAPTER 26, ARTICLE II,  
SECTION 19 RELATING TO REGISTRY REQUIREMENTS FOR  
HOTELS AND OTHER LODGING ESTABLISHMENTS; AND TO  
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 26-19 of the Code of Ordinances, City of Kingsport, Tennessee,  
is hereby amended to read as follows:

Sec. 26-19. - Register.

- (a) Every person conducting an inn, hotel or lodging house under this article, who receives transient guests, shall keep or cause to be kept a register in permanent form acceptable to the recorder.
- (b) In the register shall be recorded the true name in ordinary use and the residence of every person engaging or occupying a private room, except a private dining room, for any period of the day or night in any part of the premises controlled by a permit, together with a true and accurate record of the room assigned to such person and the day and hour when such room is assigned.
- (c) The entry in a register of the name of the person and of the occupants of such room shall be made by the person so engaging the room, and the entry of the room assigned to such person and of the day and hour when such room is assigned shall be made by the person having charge, control or management of the premises.
- (d) The register shall be retained for a period of at least one year after the date of the first entry therein.

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. 26-19. - Register.

- (a) Every person conducting an inn, hotel or lodging house under this article, who receives transient guests, shall keep or cause to be kept a register in permanent form acceptable to the recorder.
- (b) In the register shall be recorded the true name in ordinary use and the residence of every person engaging or occupying a private room, except a private dining room, for any period of the day or night in any part of the premises controlled by a permit, together with a true and accurate record of the room assigned to such person and the day and hour when such room is assigned.
- (c) The entry in a register of the name of the person and of the occupants of such room shall be made by the person so engaging the room, and the entry of the room assigned to such person and of the day and hour when such room is assigned shall be made by the person having charge, control or management of the premises.
- (d) The register shall be retained for a period of at least one year after the date of the first entry therein.

~~(e) The register shall be open to the inspection of the city recorder or the police at all times.~~

(Code 1981, § 11-81; Code 1998, § 26-26)



## AGENDA ACTION FORM

### Consideration of a Resolution Awarding the Bid for the Refurbishment of One (1) Caterpillar 120 Motor Grader

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

Action Form No.: AF-356-2021  
 Work Session: December 20, 2021  
 First Reading: N/A

Final Adoption: December 21, 2021  
 Staff Work By: Committee  
 Presentation By: R. McReynolds/S. Leonard

#### Recommendation:

Approve the Resolution

#### Executive Summary:

Bids were opened on December 2, 2021 for the refurbishment of fleet unit 431, a Caterpillar 120 Motor Grader used by the Public Works Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on November 10, 2021, and placed on our website for 22 calendar days. It is the recommendation of the committee to accept the low, responsible compliant bid from Stowers Machinery for \$159,100.00.

Only one bid was received for this item due to the fact that Stowers Machinery is the authorized Caterpillar dealer for our area.

Funding is identified in Project/Account # 51150085019010

#### Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

Funding source appropriate and funds are available: *pm*

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

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



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

A RESOLUTION AWARDING THE BID FOR THE REFURBISHMENT OF FLEET UNIT 431, A CATERPILLAR 120 MOTOR GRADER, TO STOWERS MACHINERY AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened December 2, 2021, for the refurbishment of fleet unit 431, a caterpillar 120 motor grader used by the Public Works Department; and

WHEREAS, upon review of the bids, the board finds Stowers Machinery is the lowest responsible compliant bidder meeting the specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to award the bid to Stowers Machinery, at a total purchase cost of \$159,100.00; and

WHEREAS, funding is identified in account number 51150085019010.

Now therefore,

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

SECTION I. That the bid for the refurbishment of fleet unit 431, a caterpillar 120 motor grader at a total purchase cost of \$159,100.00, is awarded to Stowers Machinery, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 21st day of December, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## MINUTES BID OPENING

December 2, 2021

4:00 P.M.

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

The Bid Opening was held in the Conference Room # 436, 4th Floor, City Hall

The Procurement Manager opened with the following bids:

CATERPILLAR 120 MOTOR GRADER REFURB					
Vendor:	Qty.:	Unit Cost:	Options:	Delivery Time:	Comments:
Stowers	1	\$110,118.00	Option 1	60 Bus. Days	1 Year 2000 hr. warranty on work performed. S/N 87V08975 CAT
Stowers	1	\$159,100.00	Option 2	60 Bus. Days	3 Year 5000 hr power terrain warranty. S/N 870V08975 CAT

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



## FLEET MAINTENANCE DEPARTMENT

### City of Kingsport

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** December 3, 2021  
**Re:** Purchase Recommendation for Refurb of unit 431

It is the recommendation of this office to refurbish the Fleet Unit 431 of the Public Works Department (Street Maintenance Division). We have chosen Option 2 for a total of \$159,100.00. The awarded bid will meet the expectations of the department and will fulfill the requirements of their operational needs.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	120G CAT Motor Grader	Stowers Machinery	N/A

The awarded vendor offerings were reviewed by Tim Elsea and Greg Willis and are in agreement with this recommendation.

**Fuel Economy Improvement** 00%

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

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

Thank you.







## AGENDA ACTION FORM

### Utility Relocation Contract and Conduit Occupancy Agreement with Spectrum Southeast, LLC for the Main Street Redevelopment Project

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

Action Form No.: AF-360-2021  
Work Session: December 20, 2021  
First Reading: NA

Final Adoption: December 21, 2021  
Staff Work By: Michael Thompson  
Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution

#### Executive Summary:

On June 15, 2021, the BMA approved entering into utility relocation contracts with Centurylink and Charter Communications (AF-201-2021). These contracts are for the relocation of overhead utilities to underground, and are part of the Main Street Redevelopment Project.

Since this approval, there have been changes to the contract with Charter Communications (now known as Spectrum). It is requested to enter into the modified Utility Relocation Contract with Spectrum Southeast, LLC. The City will reimburse the utility in an estimated amount of \$102,025.07 through the TDOT STBG Grant for the overall roadway project. The City of Kingsport will be reimbursed 80% of this cost.

Funding is available and identified in GP1516.

It is also requested to enter into a Conduit Occupancy Agreement with Spectrum Southeast, LLC. This agreement provides a conduit system for use by utilities in the City. Specific conduits and related facilities were constructed for use by Spectrum Southeast, LLC to install and maintain certain communication facilities.

#### Attachments:

1. Resolution
2. Utility Relocation Contract
3. Conduit Occupancy Agreement

Funding source appropriate and funds are available: *gm*

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

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

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

A RESOLUTION APPROVING A UTILITY RELOCATION AGREEMENT AS WELL AS A CONDUIT OCCUPANCY AGREEMENT WITH SPECTRUM SOUTHEAST, LLC., FOR THE MAIN STREET REDEVELOPMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

WHEREAS, on June 15, 2021, the BMA approved entering into utility relocation contracts with Centurylink and Charter Communications for the relocation of overhead utilities to underground, as part of the Main Street Redevelopment Project; and

WHEREAS, since this approval, there have been revisions to the contract with Charter Communications (now known as Spectrum Southeast, LLC), and, it is requested to enter into the revised Utility Relocation Contract with Spectrum Southeast, LLC; and

WHEREAS, the City will reimburse the utility in an estimated amount of \$102,025.07 through the TDOT STBG Grant for the overall roadway project; and the city will be reimbursed 80% of this cost; and

WHEREAS, funding is available and identified in GP1516; and

WHEREAS, as part of the Main Street project the city has constructed a conduit system and related facilities for use by utilities in the Main Street area; and

WHEREAS, Spectrum Southeast, LLC has requested the city execute a Conduit Occupancy Agreement which memorializes Spectrum Southeast, LLC's right to install and maintain facilities within the city constructed duct.

Now therefore,

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

SECTION I. That the Utility Relocation Contract with Spectrum Southeast, LLC, 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 Utility Relocation Contract with Spectrum Southeast, LLC, 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:

UTILITY RELOCATION CONTRACT

THIS CONTRACT made and entered into by and between the **CITY OF KINGSFORT, TN**, hereinafter called "CITY", and Spectrum Southeast, LLC, hereinafter called the "UTILITY".

**WITNESSETH:**

WHEREAS, CITY plans to construct PIN Number 123325.00, *Main Street Kingsport Rebuild and Streetscape Project* extending from the intersections of Clay Street and Main Street to Main Street and East Sullivan Street located in Kingsport, Sullivan County, Tennessee and, as part of this project,

shall construct a Joint Use Duct System ("City Ducts") to be occupied by a conduit system for use by utilities in the City, including UTILITY. (hereinafter called the "Project"); and WHEREAS, for said Project to be constructed it will be necessary for the UTILITY to relocate certain of its facilities, 100% percent of which are located on public right-of-way and 0% percent of which are located on private UTILITY right-of-way; and

WHEREAS, the parties have reviewed the plans for the Project and the specifications for the City Ducts and the CITY has agreed to construct the City Ducts to meet UTILITY's specifications to allow UTILITY to relocate its facilities; and

WHEREAS, the UTILITY has furnished CITY with an estimate, plans, and specifications showing the cost and manner of relocating these facilities into the City Ducts, which estimate is in the amount of **\$102,025.07**, including the estimated amount of **\$18,000.00** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **10-28-2020**; including the amount of \$ 0 for the cost of inspection provided by the UTILITY; including the amount of \$ 0 for the cost of betterment to the UTILITY's facilities (hereinafter called the "Betterment Cost"), and including the amount of \$ 0 for deposit for the UTILITY work in the contract; and

WHEREAS, CITY is liable for the relocation of UTILITY facilities located on private UTILITY right-of-way but is not liable for adjustment of the facilities located on publicly owned right-of-way or for any UTILITY betterment costs; and

WHEREAS, the parties want to enter into a contract to provide for the relocation of the UTILITY's facilities into the City Ducts in conjunction with this Project; and

WHEREAS, it is in the mutual interest of the parties that this UTILITY relocation work be performed together with the proposed Project;

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The UTILITY agrees that:

(a) The UTILITY will perform the UTILITY engineering work provided for in this Contract by its own forces and/or consultant engineering services approved by CITY.

(b) It will develop the UTILITY engineering costs in accordance with the current provisions of 23 CFR §645.117.

2. The UTILITY agrees to comply with all current, applicable provisions of 23 CFR Subpart 645A, which are incorporated herein by reference; provided, however, that provisions for review, approval, authorization and participation by the Federal Highway Administration set forth in 23 CFR Subpart 645A shall not apply to the extent that the Project is not a federal-aid project. The UTILITY acknowledges possession of 23 CFR Subpart 645A.

3. The UTILITY agrees to comply with all current, applicable provisions of the Guidelines for Government wide Debarment and Suspension of 2 CFR §180.355 through §180.365 which are incorporated herein by reference. The UTILITY acknowledges possession of 2 CFR Part 180 and the requirements of the attached FHWA Form 1273, Section X – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

4. The UTILITY agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the UTILITY agrees that all products used in the UTILITY's relocation work that are manufactured of steel or iron shall be manufactured in the United States. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the UTILITY's relocation work are manufactured.

5. The City agrees to construct the City Ducts to meet UTILITY's specifications to allow UTILITY to relocate its facilities. UTILITY shall be offered the opportunity to inspect and approve the City Ducts prior to relocating its facilities. To the extent any repairs or corrections are required to accommodate UTILITY's facilities, they shall be performed by CITY at CITY's costs.

6. Subject to the provisions of this paragraph and as otherwise provided in this Contract, CITY agrees to reimburse the UTILITY for the UTILITY's reimbursable costs associated with the relocation of the UTILITY's facilities, as follows:

(a) The UTILITY shall perform any work in accordance with the estimate of cost and plans as approved by CITY and incorporated herein by reference. The estimate of cost and schedule of work are attached hereto as Exhibit "A".

(b) The UTILITY may perform preliminary engineering to generate the schedule of calendar days, color coded relocation plans and estimate of cost as needed for CITY to generate this agreement. Costs incurred for preliminary engineering prior to the execution date of this agreement are eligible for reimbursement as long as they were incurred after the preliminary authorization date. Any costs for consultant engineering shall also be eligible for reimbursement as long as they are incurred after consultant authorization.



(c) Any change in the approved estimate of cost or plans shall require the prior written approval of CITY. CITY agrees to review and, if acceptable, approve such requests for change in a timely manner, and CITY agrees to cooperate with the UTILITY to resolve, if possible, any objections CITY may have to such requested changes.

(d) CITY shall reimburse the UTILITY for such direct and indirect costs as are allowable under the current provisions of 23 CFR Subpart 645A. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR Subpart 645A on a federal-aid project shall be ineligible for reimbursement by CITY on this Project, whether it is or is not a federal-aid project.

(e) The UTILITY shall develop and record all costs in a manner consistent with the current provisions of 23 CFR §645.117 as of the effective date of this Contract.

(f) The UTILITY shall submit all requests for payment by invoice, in form and substance acceptable to CITY, with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Contract to date.

(g) The UTILITY may submit invoices for interim payments during the progress of the work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of cost attached hereto as Exhibit "A" to this Contract, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.

(h) CITY shall, unless it has good faith and reasonable objections to the UTILITY's invoice for interim payment, use its best efforts to issue payment based on the UTILITY's invoice within forty-five (45) days after receipt. If, however, CITY has good faith and reasonable objections to the UTILITY's invoice(s) or any part thereof, CITY shall specifically identify those objections in writing to the UTILITY so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, CITY shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the UTILITY. All other reimbursable cost items set out in the UTILITY's invoice shall be paid by TDOT.

(i) Subject to the UTILITY's right to bill on an interim basis as described above, the UTILITY shall by invoice provide one final and complete billing of all costs incurred within one year following the completion of the UTILITY relocation work in its entirety. Otherwise, any previous payments to the UTILITY may be considered final, and the UTILITY may be deemed to have waived any claim for additional payments, except as CITY and UTILITY may have agreed otherwise in writing before the end of that year.

(j) The UTILITY's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by CITY, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs. The payment of an invoice shall not prejudice CITY's right to object to or question any invoice or matter in relation thereto. Such payment by CITY shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.

(k) The UTILITY's invoice(s) shall include a Buy America certification attesting that all products used in the UTILITY's relocation work that are manufactured of steel or iron comply with the Buy America requirements set forth in 23 USC § 313 and 23 CFR § 635.410 and as further described in paragraph 8 of this Contract.

7. Subject to the protection of UTILITY's confidential information as authorized by applicable law, the UTILITY agrees that its cost records will be subject to inspection at any reasonable time by representatives of CITY before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Contract, the UTILITY agrees to repay CITY such amount of ineligible costs included within payments made by CITY. UTILITY agrees it will provide such information required by TN DOT in order to determine eligibility of the CITY for reimbursement of payments made to UTILITY pursuant to this Contract.

8. The UTILITY shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the UTILITY, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years after final payment has been received by the UTILITY and, subject to the protection of UTILITY's confidential information as authorized by applicable law, shall be subject to audit at any reasonable time and upon reasonable notice by CITY, the Comptroller of the Treasury, or their duly appointed representatives during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles. UTILITY agrees it will provide such information required by TN DOT in order to determine eligibility of the CITY for reimbursement of payments made to UTILITY pursuant to this Contract.

9. In the event that funds are not appropriated or are otherwise unavailable, CITY reserves the right to terminate this Contract upon written notice to the UTILITY. Said termination shall not be deemed a breach of Contract by CITY. Upon receipt of the written notice, the UTILITY shall cease all work associated with the Contract, except as may be reasonably necessary to return the UTILITY's facilities to safe operation. Should such an event occur, the UTILITY shall be entitled to compensation for all costs of relocation reimbursable under 23 CFR Subpart 645A (in accordance with paragraph 9 of this Contract) for work completed as of the termination date or in accordance with this provision. Upon such termination, the UTILITY shall have no right to recover from CITY any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

10. The UTILITY agrees, to the extent provided by law, that it will indemnify, defend and hold harmless CITY, its officers and employees acting within the scope of their employment for any and all claims, liabilities, losses, and causes of action by any person, firm, corporation, or other entity which may be injured or damaged caused by the acts, omissions, or negligence on the part of the UTILITY, its employees, its contractors, or agents in the performance of the UTILITY's relocation work relating to this Contract. Subject to the limitation of liability in the last sentence of this Section, UTILITY shall bear the responsibility described herein on a primary and noncontributory basis and the UTILITY will not hold CITY responsible for any such claims. CITY shall include any and all officers and employees of the CITY acting within the scope of their employment.

UTILITY and CITY agree to furnish timely written notice to each other of any such claim. In the event that CITY is sued for damages arising from acts, omissions, or negligence by the UTILITY or its employees, the UTILITY shall cooperate in CITY's defense. CITY shall give the UTILITY written notice of any such claim or suit, and the UTILITY shall have full right and obligation to conduct the UTILITY's own defense thereof. Nothing contained herein shall be deemed to accord to the UTILITY, through its attorney(s), the right to represent CITY in any legal matter. This paragraph is not intended to and shall not be construed to require UTILITY to indemnify or hold harmless CITY, its officers, employees or agents for any claims or liabilities resulting from the negligent acts or omissions of CITY, its officers, employees or agents.

11. CITY shall have no liability except as specifically provided in this Contract.

12. This Contract may be modified only by a written amendment executed by the parties hereto.

13. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Contract shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.

14. The UTILITY hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the UTILITY on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The UTILITY shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

15. The UTILITY shall comply with all applicable federal and state laws and regulations as well as local ordinances and codes in the performance of its duties under this Contract. The UTILITY agrees that failure of the UTILITY to comply with this provision may subject the UTILITY to the repayment of all State funds expended, under this Contract.

16. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Time is of the essence of this Contract.

17. The parties hereto, in the performance of this contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

18. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The UTILITY acknowledges and agrees that any rights or claims against CITY its officials or employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Governmental Tort Liability Act codified at Tenn. Code Ann. § 29-20-101, *et. seq.* Additionally, in the event of any claim or dispute between City and UTILITY which cannot be resolved through mutual agreement litigation shall only be pursued in the state courts situated in Kingsport, Tennessee or the Federal court for the Eastern

District of Tennessee, Northeastern Division. UTILITY hereby consents to the jurisdiction and venue of those courts named herein.

19. If any terms, covenants, conditions or provisions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

20. This Agreement shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed agreement differs in any respect from any previous draft hereof.

21. This Agreement may be executed in one or more counterparts by CITY and UTILITY. If so executed the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

22. CITY and the UTILITY agree that any notice provided for in this Contract or concerning this Contract shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by electronic mail (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.  
To CITY:

City of Kingsport  
Attn: Michael Thompson  
415 Broad Street  
Kingsport, TN 37660  
E-mail: MichaelThompson@KingsportTN.gov

With a copy to:

Office of the City Attorney  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660  
E-mail: MikeBillingsley@KingsportTN.gov

To UTILITY:

Spectrum Southeast, LLC  
10417 Wallace Alley St  
Kingsport TN 37663  
Attn: Area Vice President, Field Operations

With a copy to:

Charter Communications  
12405 Powerscourt Drive  
St. Louis, MO 63131  
Attn: Legal Operations

**IN WITNESS WHEREOF**, the parties have executed this contract  
[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 Agreement for Conduit Occupancy with Spectrum Southeast, LLC, is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Agreement for Conduit Occupancy with Spectrum Southeast, LLC, 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:

**AGREEMENT  
FOR  
CONDUIT OCCUPANCY  
BETWEEN  
CITY OF KINGSPORT, TN  
AND  
SPECTRUM SOUTHEAST, LLC**

This Agreement (the "**Agreement**") dated \_\_\_\_\_, 2021 ("**Effective Date**"), is made by and between the City of Kingsport, TN ("**City**"), and Spectrum Southeast, LLC, with a mailing address of 10417 Wallace Alley St., Kingsport, TN 37663 ("**Company**").

**RECITALS**

- A. City constructed a Joint Use Duct ("**City Duct**") to be occupied by a conduit system for use by utilities in the City.
- B. City constructed specific conduits and related facilities for use by Company to install and maintain certain communication facilities without cost to Company ("**Facilities**"), in the City as shown on Exhibit A, which is attached to and made part of this Agreement ("**Company Conduit**").
- C. City and Company desire to enter into an agreement regarding Company's exclusive use of use and operation of the Company Conduit.

**AGREEMENT**

**SECTION 1: SCOPE OF AGREEMENT**

1.1 Grant of Use. City hereby grants to Company an irrevocable, exclusive license authorizing Company to use the Company Conduit without cost as shown on Exhibit A for the Company's Facilities.

1.2 City's Maintenance of Rights. City retains the right to maintain the City Duct in such a manner as will best enable it to fulfill its own service requirements and is in no manner limited by this Agreement; provided, however, City shall use best efforts to avoid damage to the Company Conduit.

1.3 Lawful Purpose and Use. Company's use of the Company Conduit must comply with all applicable local, state, and federal laws and regulations.

**SECTION 2: TERM AND TERMINATION**

2.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect as long as Company is legally authorized to provide communications services in the City or unless terminated as provided herein or by operation of law.

**SECTION 3: CONSTRUCTION AND MAINTENANCE**

3.1 Construction Practices. Company shall, at its own expense, during the term of this Agreement, install and maintain its facilities in the Company Conduit in a safe condition.

3.2 Repair. Company's employees, agents, or contractors will be permitted to access and work in the City Duct as necessary to construction, repair and operate the Facilities in the Company Conduit.

**SECTION 4: LIABILITY**

4.1 Each party to this Agreement shall exercise reasonable precaution to avoid damaging the other party's facilities and shall make an immediate report to the other of the occurrence of any such damage caused by the reporting party's employees, agents, or contractors.

4.2 To the extent permitted by state law, City agrees to reimburse Company for all reasonable costs incurred by Company for the physical repair of Company's Conduit and/or Facilities damaged by the negligence or willful misconduct of City, its employees, agents, or contractors.

4.3 Any rights or claims against City its officials or employees and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101, *et. seq.*)

4.3 Company agrees to reimburse City for all reasonable costs incurred by City for the physical repair of the City Duct and associated facilities damaged by the negligence or willful misconduct of Company, its employees, agents, or contractors.

**SECTION 5: NOTICES**

5.1 Written Notice. Except as expressly indicated in this Agreement, all notices and other communications to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given: if personally delivered to the person being served or to an officer of the corporate party being served; if mailed by United States certified mail, return receipt requested, postage prepaid; or if delivered by overnight carrier, delivery receipt requested, to the parties at the following addresses:

City of Kingsport

Attn: Michael Thompson  
415 Broad Street  
Kingsport, TN 37660  
E-mail: [MichaelThompson@KingsportTN.gov](mailto:MichaelThompson@KingsportTN.gov)

*With a copy to:*

City of Kingsport  
Attn: Office of the City Attorney  
415 Broad Street  
Kingsport, TN 37660  
E-mail: [MikeBillingsley@KingsportTN.gov](mailto:MikeBillingsley@KingsportTN.gov)

Company:

Spectrum Tennessee, LLC  
10417 Wallace Alley St  
Kingsport Tn 37663  
Attn: Area Vice President, Field Operations

*With a copy to:*

Charter Communications  
12405 Powerscourt Drive  
St. Louis, MO 63131  
Attn: Legal Operations

**SECTION 6: GENERAL PROVISIONS**

6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to its choice of law principles.

6.2 Severability. In the event that any one or more of the clauses, covenants, or provisions contained in this Agreement should be held to be unenforceable under any federal, state, county, or city law, statute, code, ordinance, or administrative or regulatory rule, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.

6.3. Assignment. Company may assign this Agreement to any entity or individual that is a successor to Company in the City. No consent to such assignment is required from City.

6.4 Entire Agreement. This Agreement supersedes all previous agreements, whether written or oral, between City and Company for the placement and maintenance of Company's Facilities in the Company Conduit, and there are no other provisions, terms, or conditions to this Agreement except as expressed herein.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 21st day of December, 2021.

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PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

## UTILITY RELOCATION CONTRACT

THIS CONTRACT made and entered into by and between the **CITY OF KINGSPORT**, TN, hereinafter called "CITY", and Spectrum Southeast, LLC, hereinafter called the "UTILITY".

### WITNESSETH:

WHEREAS, CITY plans to construct PIN Number 123325.00, *Main Street Kingsport Rebuild and Streetscape Project* extending from the intersections of Clay Street and Main Street to Main Street and East Sullivan Street located in Kingsport, Sullivan County, Tennessee and, as part of this project, shall construct a Joint Use Duct System ("City Ducts") to be occupied by a conduit system for use by utilities in the City, including UTILITY. (hereinafter called the "Project"); and

WHEREAS, for said Project to be constructed it will be necessary for the UTILITY to relocate certain of its facilities, 100% percent of which are located on public right-of-way and 0% percent of which are located on private UTILITY right-of-way; and

WHEREAS, the parties have reviewed the plans for the Project and the specifications for the City Ducts and the CITY has agreed to construct the City Ducts to meet UTILITY's specifications to allow UTILITY to relocate its facilities; and

WHEREAS, the UTILITY has furnished CITY with an estimate, plans, and specifications showing the cost and manner of relocating these facilities into the City Ducts, which estimate is in the amount of **\$102,025.07**, including the estimated amount of **\$18,000.00** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **10-28- 2020**; including the amount of \$ 0 for the cost of inspection provided by the UTILITY; including the amount of \$ 0 for the cost of betterment to the UTILITY's facilities (hereinafter called the "Betterment Cost"), and including the amount of \$ 0 for deposit for the UTILITY work in the contract; and

WHEREAS, CITY is liable for the relocation of UTILITY facilities located on private UTILITY right-of-way but is not liable for adjustment of the facilities located on publicly owned right-of-way or for any UTILITY betterment costs; and

WHEREAS, the parties want to enter into a contract to provide for the relocation of the UTILITY's facilities into the City Ducts in conjunction with this Project; and

WHEREAS, it is in the mutual interest of the parties that this UTILITY relocation work be performed together with the proposed Project;

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:



1. The UTILITY agrees that:
  - (a) The UTILITY will perform the UTILITY engineering work provided for in this Contract by its own forces and/or consultant engineering services approved by CITY.
  - (b) It will develop the UTILITY engineering costs in accordance with the current provisions of 23 CFR §645.117.
2. The UTILITY agrees to comply with all current, applicable provisions of 23 CFR Subpart 645A, which are incorporated herein by reference; provided, however, that provisions for review, approval, authorization and participation by the Federal Highway Administration set forth in 23 CFR Subpart 645A shall not apply to the extent that the Project is not a federal-aid project. The UTILITY acknowledges possession of 23 CFR Subpart 645A.
3. The UTILITY agrees to comply with all current, applicable provisions of the Guidelines for Government wide Debarment and Suspension of 2 CFR §180.355 through §180.365 which are incorporated herein by reference. The UTILITY acknowledges possession of 2 CFR Part 180 and the requirements of the attached FHWA Form 1273, Section X – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
4. The UTILITY agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the UTILITY agrees that all products used in the UTILITY's relocation work that are manufactured of steel or iron shall be manufactured in the United States. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the UTILITY's relocation work are manufactured.
5. The City agrees to construct the City Ducts to meet UTILITY's specifications to allow UTILITY to relocate its facilities. UTILITY shall be offered the opportunity to inspect and approve the City Ducts prior to relocating its facilities. To the extent any repairs or corrections are required to accommodate UTILITY's facilities, they shall be performed by CITY at CITY's costs.
6. Subject to the provisions of this paragraph and as otherwise provided in this Contract, CITY agrees to reimburse the UTILITY for the UTILITY's reimbursable costs associated with the relocation of the UTILITY's facilities, as follows:
  - (a) The UTILITY shall perform any work in accordance with the estimate of cost and plans as approved by CITY and incorporated herein by reference. The estimate of cost and schedule of work are attached hereto as Exhibit "A".
  - (b) The UTILITY may perform preliminary engineering to generate the schedule of calendar days, color coded relocation plans and estimate of cost as needed for CITY to generate this agreement. Costs incurred for preliminary engineering prior to the execution date of this agreement are eligible for reimbursement as long as they were incurred after the preliminary authorization date. Any costs for

consultant engineering shall also be eligible for reimbursement as long as they are incurred after consultant authorization.

- (c) Any change in the approved estimate of cost or plans shall require the prior written approval of CITY. CITY agrees to review and, if acceptable, approve such requests for change in a timely manner, and CITY agrees to cooperate with the UTILITY to resolve, if possible, any objections CITY may have to such requested changes.
- (d) CITY shall reimburse the UTILITY for such direct and indirect costs as are allowable under the current provisions of 23 CFR Subpart 645A. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR Subpart 645A on a federal-aid project shall be ineligible for reimbursement by CITY on this Project, whether it is or is not a federal-aid project.
- (e) The UTILITY shall develop and record all costs in a manner consistent with the current provisions of 23 CFR §645.117 as of the effective date of this Contract.
- (f) The UTILITY shall submit all requests for payment by invoice, in form and substance acceptable to CITY, with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Contract to date.
- (g) The UTILITY may submit invoices for interim payments during the progress of the work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of cost attached hereto as Exhibit "A" to this Contract, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
- (h) CITY shall, unless it has good faith and reasonable objections to the UTILITY's invoice for interim payment, use its best efforts to issue payment based on the UTILITY's invoice within forty-five (45) days after receipt. If, however, CITY has good faith and reasonable objections to the UTILITY's invoice(s) or any part thereof, CITY shall specifically identify those objections in writing to the UTILITY so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, CITY shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the UTILITY. All other reimbursable cost items set out in the UTILITY's invoice shall be paid by TDOT.
- (i) Subject to the UTILITY's right to bill on an interim basis as described above, the UTILITY shall by invoice provide one final and complete billing of all costs incurred within one year following the completion of the UTILITY relocation work in its entirety. Otherwise, any previous payments to the UTILITY may be considered final, and the UTILITY may be deemed to have waived any claim for additional payments, except as CITY and UTILITY may have agreed otherwise in writing before the end of that year.

- (j) The UTILITY's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by CITY, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs. The payment of an invoice shall not prejudice CITY's right to object to or question any invoice or matter in relation thereto. Such payment by CITY shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
  - (k) The UTILITY's invoice(s) shall include a Buy America certification attesting that all products used in the UTILITY's relocation work that are manufactured of steel or iron comply with the Buy America requirements set forth in 23 USC § 313 and 23 CFR § 635.410 and as further described in paragraph 8 of this Contract.
7. Subject to the protection of UTILITY's confidential information as authorized by applicable law, the UTILITY agrees that its cost records will be subject to inspection at any reasonable time by representatives of CITY before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Contract, the UTILITY agrees to repay CITY such amount of ineligible costs included within payments made by CITY. UTILITY agrees it will provide such information required by TN DOT in order to determine eligibility of the CITY for reimbursement of payments made to UTILITY pursuant to this Contract.
8. The UTILITY shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the UTILITY, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years after final payment has been received by the UTILITY and, subject to the protection of UTILITY's confidential information as authorized by applicable law, shall be subject to audit at any reasonable time and upon reasonable notice by CITY, the Comptroller of the Treasury, or their duly appointed representatives during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles. UTILITY agrees it will provide such information required by TN DOT in order to determine eligibility of the CITY for reimbursement of payments made to UTILITY pursuant to this Contract.
9. In the event that funds are not appropriated or are otherwise unavailable, CITY reserves the right to terminate this Contract upon written notice to the UTILITY. Said termination shall not be deemed a breach of Contract by CITY. Upon receipt of the written notice, the UTILITY shall cease all work associated with the Contract, except as may be reasonably necessary to return the UTILITY's facilities to safe operation. Should such an event occur, the UTILITY shall be entitled to compensation for all costs of relocation reimbursable under 23 CFR Subpart 645A (in accordance with paragraph 9 of this Contract) for work completed as of the termination date or in accordance with this provision. Upon such termination, the UTILITY shall have no right to recover from CITY any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
10. The UTILITY agrees, to the extent provided by law, that it will indemnify, defend and hold harmless CITY, its officers and employees acting within the scope of their

employment for any and all claims, liabilities, losses, and causes of action by any person, firm, corporation, or other entity which may be injured or damaged caused by the acts, omissions, or negligence on the part of the UTILITY, its employees, its contractors, or agents in the performance of the UTILITY's relocation work relating to this Contract. Subject to the limitation of liability in the last sentence of this Section, UTILITY shall bear the responsibility described herein on a primary and noncontributory basis and the UTILITY will not hold CITY responsible for any such claims. CITY shall include any and all officers and employees of the CITY acting within the scope of their employment.

UTILITY and CITY agree to furnish timely written notice to each other of any such claim. In the event that CITY is sued for damages arising from acts, omissions, or negligence by the UTILITY or its employees, the UTILITY shall cooperate in CITY's defense. CITY shall give the UTILITY written notice of any such claim or suit, and the UTILITY shall have full right and obligation to conduct the UTILITY's own defense thereof. Nothing contained herein shall be deemed to accord to the UTILITY, through its attorney(s), the right to represent CITY in any legal matter. This paragraph is not intended to and shall not be construed to require UTILITY to indemnify or hold harmless CITY, its officers, employees or agents for any claims or liabilities resulting from the negligent acts or omissions of CITY, its officers, employees or agents.

- 11.** CITY shall have no liability except as specifically provided in this Contract.
- 12.** This Contract may be modified only by a written amendment executed by the parties hereto.
- 13.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Contract shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
- 14.** The UTILITY hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the UTILITY on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The UTILITY shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 15.** The UTILITY shall comply with all applicable federal and state laws and regulations as well as local ordinances and codes in the performance of its duties under this Contract. The UTILITY agrees that failure of the UTILITY to comply with this provision may subject the UTILITY to the repayment of all State funds expended, under this Contract.
- 16.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Time is of the essence of this Contract.

17. The parties hereto, in the performance of this contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
18. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The UTILITY acknowledges and agrees that any rights or claims against CITY its officials or employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Governmental Tort Liability Act codified at Tenn. Code Ann. § 29-20-101, *et. seq.* Additionally, in the event of any claim or dispute between City and UTILITY which cannot be resolved through mutual agreement litigation shall only be pursued in the state courts situated in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. UTILITY hereby consents to the jurisdiction and venue of those courts named herein.
19. If any terms, covenants, conditions or provisions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
20. This Agreement shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed agreement differs in any respect from any previous draft hereof.
21. This Agreement may be executed in one or more counterparts by CITY and UTILITY. If so executed the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
22. CITY and the UTILITY agree that any notice provided for in this Contract or concerning this Contract shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by electronic mail (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To CITY:

City of Kingsport  
Attn: Michael Thompson  
415 Broad Street  
Kingsport, TN 37660  
E-mail: MichaelThompson@KingsportTN.gov

With a copy to:

Office of the City Attorney  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660  
E-mail: MikeBillingsley@KingsportTN.gov

To UTILITY:

Spectrum Southeast, LLC  
10417 Wallace Alley St  
Kingsport TN 37663  
Attn: Area Vice President, Field Operations

With a copy to:

Charter Communications  
12405 Powerscourt Drive  
St. Louis, MO 63131  
Attn: Legal Operations

**IN WITNESS WHEREOF**, the parties have executed this contract.

**Spectrum Southeast, LLC**  
**By: Charter Communications, Inc.**  
**Its: Manager**

**City of Kingsport, Tennessee**

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

\_\_\_\_\_  
**Patrick W. Shull, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

**Attest:**

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

\_\_\_\_\_  
**City Recorder**

**Approved as to form:**

\_\_\_\_\_  
**J. Michael Billingsley, City Attorney**



## Exhibit A

## UTILITY ENGINEERING AND RELOCATION ESTIMATE

## PROJECT SUMMARY

CWS ID#	3044860
Coordinator	Mark A Taylor

<b>Job Name</b>	<b>Forced Relocate</b>
Street Address	Main St
City	Kingsport
GLID	33502 Tri-Cities
Zip Code	37660
Node #	A10017/A10052
Map #	CK-CD/CJ-CD/CJ-CC
Tracking #	0
Job Type	Forced Relocate
Request Type	Coax / Fiber

CPR #	0
-------	---

Design Miles

New Aerial Coax	0.00
Coax Aerial Overlash	0.00
New Aerial Fiber	0.00
Fiber Aerial Overlash	0.00
<b>Total Aerial Miles</b>	<b>0.00</b>

New Underground Coax	2500.00
New Underground Fiber	1150.00
<b>Total Underground Miles</b>	<b>0.69</b>

<b>Total Miles</b>	<b>0.69</b>
--------------------	-------------

Homes Passed	1
Empty Lots Passed	0
<b>Total Passings</b>	<b>1</b>

Labor Cost	\$ 81,300.00
	Delete either estimated or Itemized est., not used
Estimated Materials Cost <input type="radio"/> Estimated Value	\$ -
Itemized Materials Cost <input checked="" type="radio"/> Itemized Value	\$ 20,725.07
<b>Total Cost</b>	<b>\$ 102,025.07</b>

Cost Per Mile	\$ 147,586.95
Cost Per Passing	102,025.07

**AGREEMENT  
FOR  
CONDUIT OCCUPANCY  
BETWEEN  
CITY OF KINGSFORT, TN  
AND  
SPECTRUM SOUTHEAST, LLC**

This Agreement (the “**Agreement**”) dated \_\_\_\_\_, 2021 (“**Effective Date**”), is made by and between the City of Kingsport, TN (“**City**”), and Spectrum Southeast, LLC, with a mailing address of 10417 Wallace Alley St., Kingsport, TN 37663 (“**Company**”).

**RECITALS**

- A. City constructed a Joint Use Duct (“**City Duct**”) to be occupied by a conduit system for use by utilities in the City.
- B. City constructed specific conduits and related facilities for use by Company to install and maintain certain communication facilities without cost to Company (“**Facilities**”), in the City as shown on **Exhibit A**, which is attached to and made part of this Agreement (“**Company Conduit**”).
- C. City and Company desire to enter into an agreement regarding Company’s exclusive use of use and operation of the Company Conduit.

**AGREEMENT**

**SECTION 1: SCOPE OF AGREEMENT**

- 1.1 **Grant of Use.** City hereby grants to Company an irrevocable, exclusive license authorizing Company to use the Company Conduit without cost as shown on **Exhibit A** for the Company's Facilities.
- 1.2 **City’s Maintenance of Rights.** City retains the right to maintain the City Duct in such a manner as will best enable it to fulfill its own service requirements and is in no manner limited by this Agreement; provided, however, City shall use best efforts to avoid damage to the Company Conduit.
- 1.3 **Lawful Purpose and Use.** Company’s use of the Company Conduit must comply with all applicable local, state, and federal laws and regulations.

## SECTION 2: TERM AND TERMINATION

- 2.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect as long as Company is legally authorized to provide communications services in the City or unless terminated as provided herein or by operation of law.

## SECTION 3: CONSTRUCTION AND MAINTENANCE

- 3.1 Construction Practices. Company shall, at its own expense, during the term of this Agreement, install and maintain its facilities in the Company Conduit in a safe condition.
- 3.2 Repair. Company's employees, agents, or contractors will be permitted to access and work in the City Duct as necessary to construction, repair and operate the Facilities in the Company Conduit.

## SECTION 4: LIABILITY

- 4.1 Each party to this Agreement shall exercise reasonable precaution to avoid damaging the other party's facilities and shall make an immediate report to the other of the occurrence of any such damage caused by the reporting party's employees, agents, or contractors.
- 4.2 To the extent permitted by state law, City agrees to reimburse Company for all reasonable costs incurred by Company for the physical repair of Company's Conduit and/or Facilities damaged by the negligence or willful misconduct of City, its employees, agents, or contractors.
- 4.3 Any rights or claims against City its officials or employees and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101, *et. seq.*)
- 4.3 Company agrees to reimburse City for all reasonable costs incurred by City for the physical repair of the City Duct and associated facilities damaged by the negligence or willful misconduct of Company, its employees, agents, or contractors.

## SECTION 5: NOTICES

- 5.1 Written Notice. Except as expressly indicated in this Agreement, all notices and other communications to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given: if personally delivered to the person being served or to an officer of the corporate party being served; if mailed by United States certified mail, return receipt requested, postage prepaid; or if delivered by overnight carrier, delivery receipt requested, to the parties at the following addresses:

City of Kingsport  
Attn: Michael Thompson  
415 Broad Street  
Kingsport, TN 37660  
E-mail: [MichaelThompson@KingsportTN.gov](mailto:MichaelThompson@KingsportTN.gov)

*With a copy to:*  
City of Kingsport  
Attn: Office of the City Attorney  
415 Broad Street  
Kingsport, TN 37660  
E-mail: MikeBillingsley@KingsportTN.gov

Company:  
Spectrum Tennessee, LLC  
10417 Wallace Alley St  
Kingsport Tn 37663  
Attn: Area Vice President, Field Operations

*With a copy to:*  
Charter Communications  
12405 Powerscourt Drive  
St. Louis, MO 63131  
Attn: Legal Operations

## **SECTION 6: GENERAL PROVISIONS**

- 6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to its choice of law principles.
- 6.2 Severability. In the event that any one or more of the clauses, covenants, or provisions contained in this Agreement should be held to be unenforceable under any federal, state, county, or city law, statute, code, ordinance, or administrative or regulatory rule, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.
- 6.3. Assignment. Company may assign this Agreement to any entity or individual that is a successor to Company in the City. No consent to such assignment is required from City.
- 6.4 Entire Agreement. This Agreement supersedes all previous agreements, whether written or oral, between City and Company for the placement and maintenance of Company's Facilities in the Company Conduit, and there are no other provisions, terms, or conditions to this Agreement except as expressed herein.

**CITY:**

**CITY OF KINGSPORT, TN**

\_\_\_\_\_  
Patrick W. Shull, Mayor

DATE: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Angela Marshall, Deputy City Recorder

Approved as to form:

\_\_\_\_\_  
J. Michael Billingsley, City Attorney

**COMPANY:**

**SPECTRUM SOUTHEAST,  
LLC**

BY: Charter Communications, Inc.,  
Its Manager

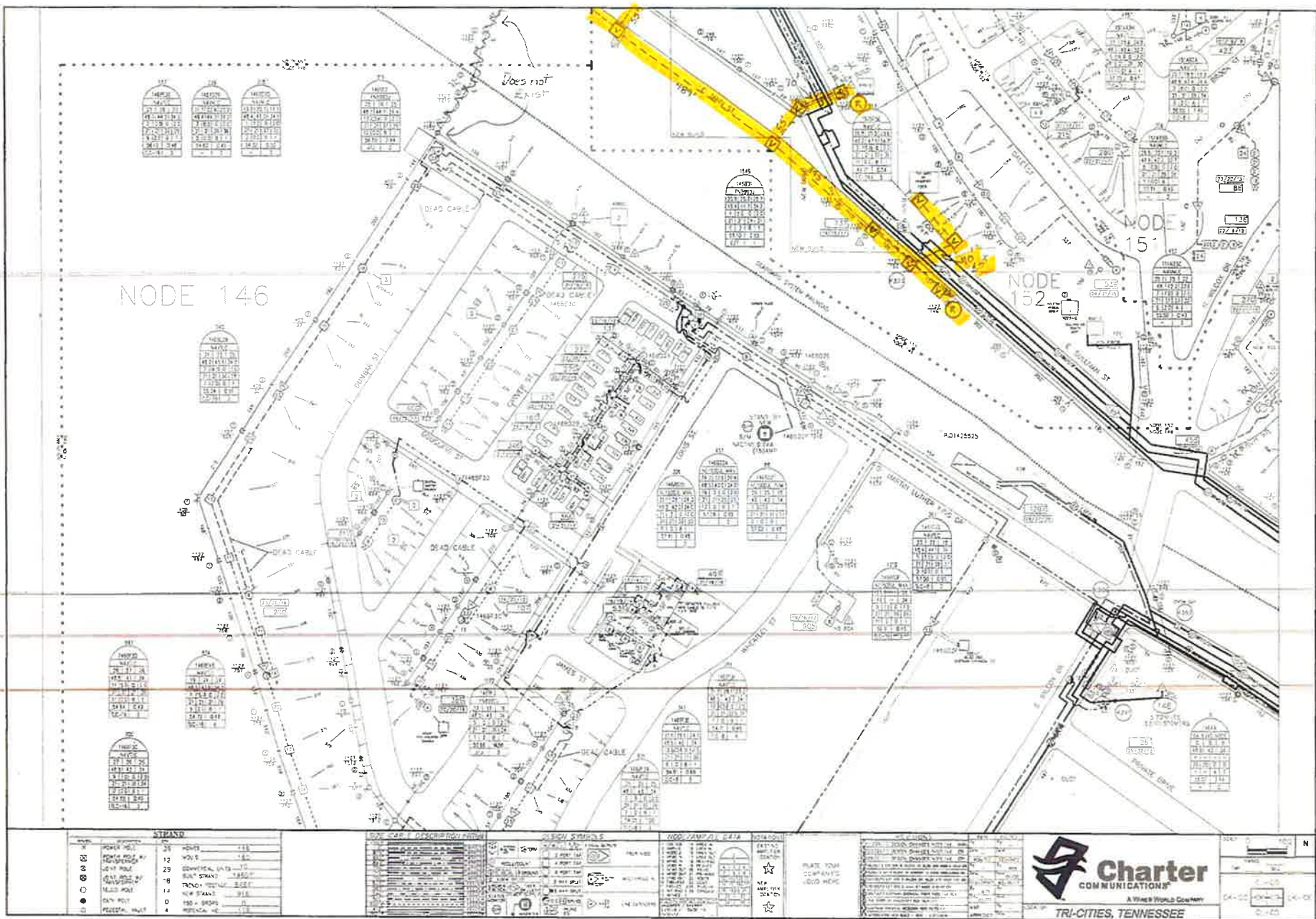
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

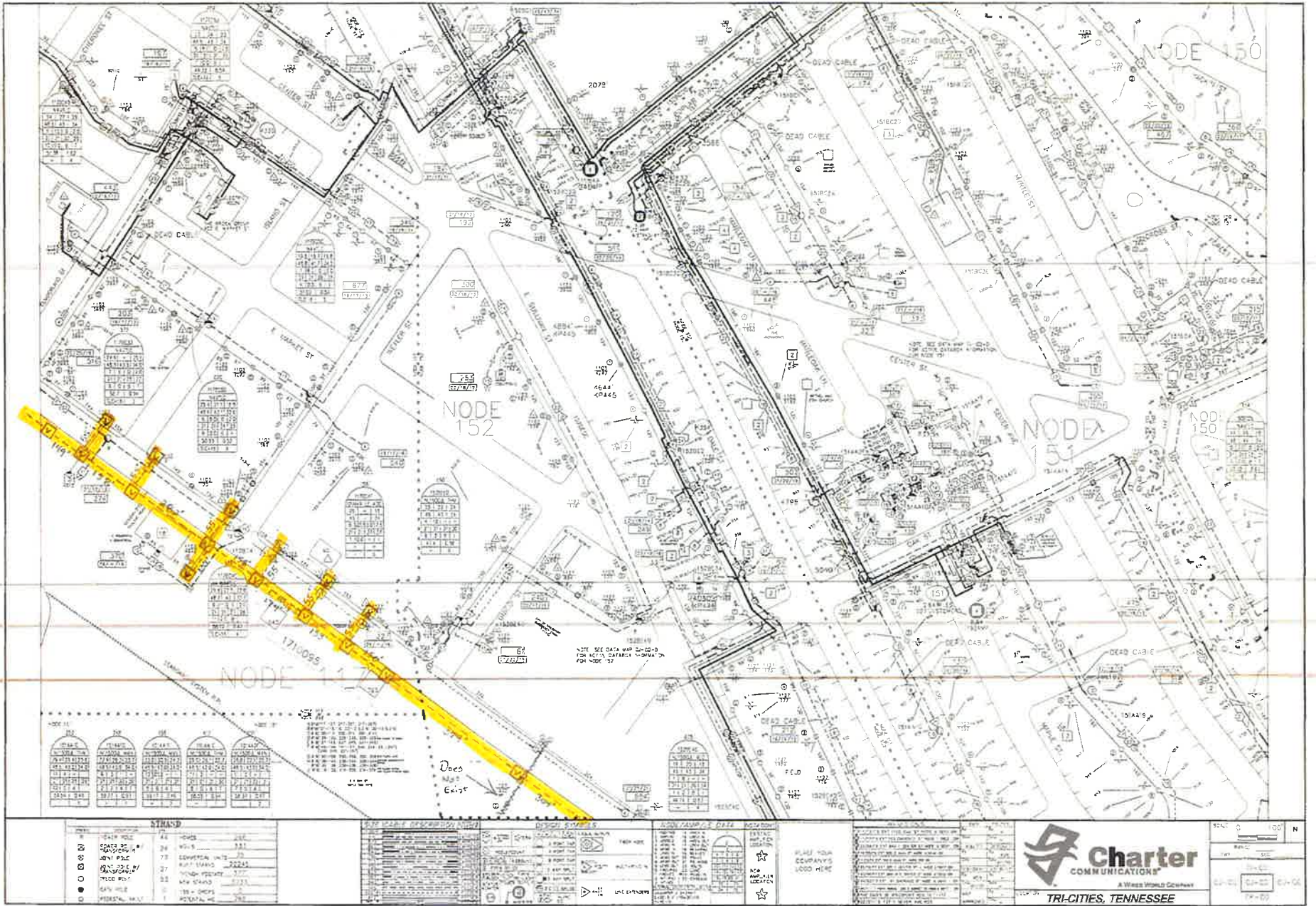
DATE: \_\_\_\_\_

**EXHIBIT A**

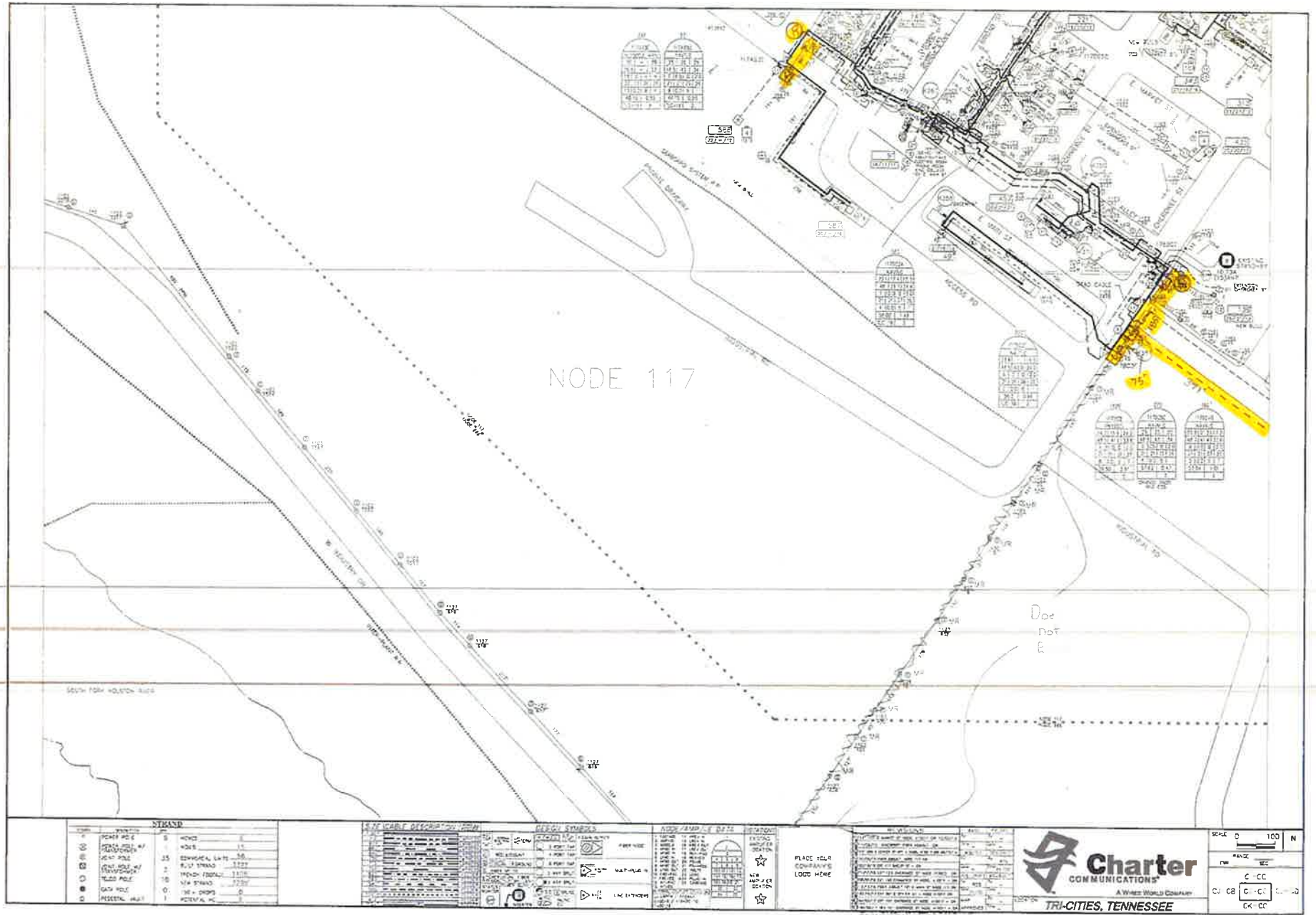
**(Attached)**













## AGENDA ACTION FORM

### Consideration of a Resolution Approving a Facility Encroachment Agreement with CSX Transportation (CSXT) for the Main Street Project Waterline Construction

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

Action Form No.: AF-361-2021  
 Work Session: December 20, 2021  
 First Reading: NA

Final Adoption: December 21, 2021  
 Staff Work By: M. Thompson / C. Austin  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution

#### Executive Summary:

On September 7, 2021, the BMA approved entering into an agreement with CSXT (AF-272-2021) for the construction of an 8" waterline. One (1) eight inch (8") diameter sub-grade pipeline for the conveyance of potable water needs to be constructed. The construction of this waterline utility is within CSXT's right-of-way located at or near Southern West Zone Division, Kingsport Subdivision, Valuation Station 392+15, Milepost Z-94.5, Latitude N35:32:30.19, Longitude W82:33:21.60.

Since this approval, revisions to Section 10 of the Facility Encroachment Agreement were made. It is requested to enter into the revised Facility Encroachment Agreement with CSXT for the waterline construction associated with the redevelopment of Main Street. The fee associated with this agreement is a one-time nonrefundable Encroachment Fee in the amount of \$2,000.00.

Funding is available and identified in WA1901.

#### 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: *zw*

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

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

A RESOLUTION APPROVING A FACILITY ENCROACHMENT AGREEMENT WITH CSX TRANSPORTATION FOR THE MAIN STREET PROJECT WATERLINE CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on September 7, 2021, the board approved Resolution No. 2022-058, which authorized the mayor to execute an agreement with CSX Transportation (CSXT) for the construction of an 8 eight inch (8") diameter sub-grade pipeline for the conveyance of potable water; and

WHEREAS, the construction of this waterline utility is within CSXT's right-of-way located at or near Southern West Zone Division, Kingsport Subdivision, Valuation Station 392+15, Milepost Z-94.5, Latitude N35:32:30.19, Longitude W82:33:21.60; and

WHEREAS, since this approval, revisions to Section 10 of the Facility Encroachment Agreement were requested to be made; and.

WHEREAS, it is requested to enter into the revised Facility Encroachment Agreement with CSXT for the waterline construction associated with the redevelopment of Main Street; and.

WHEREAS, the fee associated with this agreement is a one-time nonrefundable Encroachment Fee in the amount of \$2,000.00; and

WHEREAS, funding is available and identified in WA1901.

Now therefore,

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

SECTION I. That a Facility Encroachment Agreement with CSX Transportation for the Main Street Project waterline construction, 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 Facility Encroachment Agreement with CSX Transportation for the Main Street Project waterline construction 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:

**FACILITY ENCROACHMENT AGREEMENT**

THIS AGREEMENT, Made and effective as of January 13, 2021, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF KINGSPORT, a municipal corporation, political subdivision or state agency, under the laws of the State of Tennessee, whose mailing address is 415 Broad Street, Kingsport, Tennessee 37660, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensors, at the below described location(s):

1. One (1) eight inch (8") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Kingsport, Sullivan County, Tennessee, Southern West Zone Division, Kingsport Subdivision, Valuation Station 392+15, Milepost Z-94.5, Latitude N35:32:30.10, Longitude W82:33:21.60;

2. One (1) existing ten inch (10") diameter sub-grade pipeline crossing, to be abandoned in place per Licensors' specifications, located at or near Kingsport, Sullivan County, Tennessee, Southern West Zone Division, Kingsport Subdivision, Valuation Station 392+15, Milepost Z-94.5, Latitude N35:32:30.10, Longitude W82:33:21.60; hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

**1. LICENSE:**

1.1 Subject to Article 17, Licensors, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensors' present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensors' track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensors' Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensors' title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained; does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensors.

1.4 The term Licensors' Facilities, as used herein shall include Licensors' track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property.

**2. ENCROACHMENT FEE; TERM:**

2.1 Licensee shall pay Licensors a one-time nonrefundable Encroachment Fee of TWO THOUSAND AND 00/100 U.S. DOLLARS (\$2,000.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensors' current administrative and document preparation fees for the cost incurred by Licensors in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensors), any additional annual taxes and/or periodic assessments levied against Licensors or Licensors' property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensors shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensors any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

### **3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

### **5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;

(B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and

(C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

#### **6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

#### **7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

#### **8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

#### **9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein



agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensors.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensors harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensors may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensors), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensors to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensors. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensors.

9.3 Use of Licensors's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensors's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensors harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensors's contributory negligence or joint fault.

9.6 Obligations of Licensee hereunder to release, indemnify and hold Licensors harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensors, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Licensors, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensors may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensors's ability to collect under the insurance policies required to be maintained under this Agreement.

## **10. INSURANCE:**

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee's Contractor shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensors, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensors, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to [RenewalCOI@csx.com](mailto:RenewalCOI@csx.com).



(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.

(iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.

(v) Such other insurance as Licensor may reasonably require.

(vi) Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Licensee's liability under this Agreement shall be limited to the limits of liability set forth in the Tennessee Governmental Tort Liability Act, found at T.C.A. § 29-20-101 et. seq., and the limits of liability contained therein. The Licensee does not have the authority to waive its governmental immunity, so the limits of liability in the Governmental Tort Liability Act apply. Additionally, no provision of this Agreement shall act or be deemed a waiver by Licensee of its rights or privileges as a sovereign entity, as waiver can only be made by the Tennessee General Assembly. Licensee is self-insured up to those limits and its coverage is administered to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Licensee shall mail the certificate, along with agreement to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, Florida 32202 and on each successive year, send to [RenewalCOI@csx.com](mailto:RenewalCOI@csx.com).

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee or Licensee's Contractor may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

## **11. GRADE CROSSINGS; PROTECTION SERVICES:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

**12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

**13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

**14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

**15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link: [https://propertyportal.csx.com/pub\\_ps\\_res/ps\\_res/jsf/public/index.faces](https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces)

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 23-224-2546.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

**18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

**19. CONTRACTOR'S ACCEPTANCE:**

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

[Acknowledgements Deleted for Inclusion in this Resolution]

**Schedule "A"**

**CONTRACTOR'S ACCEPTANCE**

This Amendment is and shall be a part of Agreement No. CSX925982, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purposed of performing work in accordance with the Agreement dated January 13, 2021, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

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 21st day of December, 2021.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order for 57 Samsung Televisions from Central Technologies, Inc.

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

Action Form No.: AF-358-2021  
 Work Session: December 20, 2021  
 First Reading: N/A

Final Adoption: December 21, 2021  
 Staff Work By: Committee  
 Presentation By: D. Frye

#### Recommendation:

Approve the Resolution

#### Executive Summary:

The administration desires to utilize the Sevier County Cooperative Purchasing Agreement to purchase 57 Samsung 69.5" Smart LED-LCD TVs – 4K UHD TV from Central Technologies, Inc. By using the Sevier County Contract 010419SCS, the cost is \$81,168.00, which includes V7 TV carts, cables, delivery and setup.

Funds will be from the Elementary and Secondary School Emergency Relief Fund (ESSER) 2.0.

#### Attachments:

1. Resolution
2. Quote

Funding source appropriate and funds are available: *CM*

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

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR 57 SAMSUNG TELEVISIONS FROM CENTRAL TECHNOLOGIES, INC. UNDER THE TERMS OF THE SEVIER COUNTY COOPERATIVE PURCHASING AGREEMENT FOR THE KINGSPORT CITY SCHOOL SYSTEM

WHEREAS, the city desires to purchase 57 Samsung 69.5" Smart LED-LCD TV – 4K UHD TV from Central Technologies, Inc., using the Sevier County Contract 010419SCS, at a cost of \$81,168.00; 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, this project will be funded by the Elementary and Secondary School Emergency Relief Fund (ESSER) II.

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 Central Technologies, Inc., Quote # 007909, Version 1, which will be funded by the Elementary and Secondary School Emergency Relief Fund (ESSER) II, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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 21st day of December, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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





We have prepared a quote for you

**70" TV w/Cart QTY 57**

Quote # 007909  
Version 1

Prepared for:

**Kingsport City Schools**

Andy Arnold  
ayarnold@k12k.com



## Products

Description		Price	Qty	Ext. Price
UN70TU7000BXZ A	Samsung TU7000 UN70TU7000B 69.5" Smart LED-LCD TV - 4K UHD TV - Titan Gray - LED Backlight - Alexa, Google Assistant Supported - Netflix, Amazon Prime, Hulu, Disney+, Google Play Movies & TV, VUDU, YouTube, ESPN, Airplay 2 - 3840 x 2160 Resolution	\$885.00	57	\$50,445.00
TVCART1-3N	V7 TV Cart Height Adjustable with Tilt - Up to 70" Screen Support - 110.23 lb Load Capacity - 2 x Shelf(s) - 71.4" Height x 30.9" Width - Floor - Steel, Plastic - Black	\$289.00	57	\$16,473.00
HDMI 25FT	HDMI 25FT	\$0.00	57	\$0.00
BLUECAT6-25	25' Blue Cat6 Patch Cable	\$0.00	57	\$0.00
TV/MONITOR DELIVERY & SETUP - CART	TV/MONITOR DELIVERY & SETUP - CART	\$250.00	57	\$14,250.00

Subtotal: **\$81,168.00**



## Statement of Work

1. Delivery of units to each elementary school and set-up in specific classrooms. School names and quantities are noted below.
  - a. Adams Elementary School- 4
  - b. Jackson Elementary School -0
  - c. Jefferson Elementary School – 12
  - d. Johnson Elementary School – 10
  - e. Kennedy Elementary School – 0
  - f. Lincoln Elementary School – 12
  - g. Roosevelt Elementary School – 7
  - h. Washington Elementary School – 12
1. Delivery and setup to include the following, completed at times and dates convenient to KCS...
  - a. Delivering equipment to each location and specific classrooms at each location. (no loading dock available at ANY location)
  - b. Properly and safely assembling all equipment.
  - c. Removing all packaging from the school building and disposing properly (cardboard, packing foam, plastic, etc.)

Plug-in equipment and complete initial setup, including all necessary software and firmware updates. This includes re-naming devices within the WebOS/Tizen per KCS provided syntax.

6101 Industrial Heights Dr NW  
Knoxville, TN 37909  
centralinc.com  
800-315-4132



**CENTRAL**  
Technologies, Inc.

## 70" TV w/Cart QTY 57

### Prepared by:

#### Central Technologies Inc

Joe Alissandrello  
423-580-3322  
Fax 865-312-8190  
joe@centralinc.com

### Prepared for:

#### Kingsport City Schools

400 Clinchfield Street  
Suite 200  
Kingsport, TN 37660  
Andy Arnold  
(423) 341-3621  
ayarnold@k12k.com

### Quote Information:

Quote #: 007909

Version: 1

Delivery Date: 12/06/2021

Expiration Date: 12/31/2021

## Quote Summary

Description	Amount
Products	\$81,168.00
Total: <b>\$81,168.00</b>	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### Central Technologies Inc

### Kingsport City Schools

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

Name: Joe Alissandrello

Title: Senior Account Manager

Date: 12/06/2021

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

Name: Andy Arnold

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



## AGENDA ACTION FORM

### **Consideration of a Resolution Awarding the Bid of DBHS Re-Roof Project and Authorizing the Mayor to Enter into an Agreement with Morristown Roofing Company, Inc.**

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

Action Form No.: AF-359-2021  
 Work Session: December 20, 2021  
 First Reading: N/A

Final Adoption: December 21, 2021  
 Staff Work By: Committee  
 Presentation By: D. Frye

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

Bids were opened on December 7, 2021, for the Dobyys-Bennett High School Re-Roof project. Two bids were received. Morristown Roofing Company, Inc. submitted the low bid, which consisted of a base bid of \$5,131,530.00 and an alternate of \$1,896,447.00. The alternate was for work to be done on the CTE and band buildings. Since the roofs on these buildings are 18 and 16 years old, respectively, we are not recommending to accept the alternate. The architects estimate from October 2020 for the complete re-roof (base bid and alternate) was \$5,227,774.00. The estimate did not include fees or contingency. The bids are 34% above the estimate from 14 months ago.

The total cost of this project will be \$5,753,088.24 (detail given below) and will be funded with ESSER 3.0 money.

Architect Fee	\$ 313,666.44
Construction Costs	5,131,530.00
6% Contingency	<u>307,892.00</u>
Total Costs	\$5,753,088.44

Dan Jackson, Senior Project Manager with Thompson & Litton has recommended (see attached recommendation) the contract for the Dobyys-Bennett High School Re-Roof project be awarded to Morristown Roofing Company, Inc., for the bid amount of \$5,131,530.00 and authorize a 6% contingency of \$307,892.00.

#### **Attachments:**

1. Resolution
2. Recommendation Memo
3. Bid Tab

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 AWARDDING THE BID FOR THE DOBYNS-BENNETT HIGH SCHOOL RE-ROOF PROJECT TO MORRISTOWN ROOFING COMPANY, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT.

WHEREAS, bids were opened on December 7, 2021 for the Dobyns-Bennett High School Re-Roof project; and

WHEREAS, upon review of the bids, the board finds Morristown Roofing Company, Inc., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the city desires to enter into a contract for the Dobyns-Bennett High School Re-Roof project to Morristown Roofing Company, Inc., at an estimated construction cost of \$5,131,530.00; and

WHEREAS, this project will be funded by the Elementary and Secondary School Emergency Relief Fund (ESSER) 3.0.

Now therefore,

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

SECTION I. That the bid for the Dobyns-Bennett High School Re-Roof project, at an estimated cost of \$5,131,530.00 is awarded to Morristown Roofing Company, Inc., and the mayor or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement for the same 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.

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 public.

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

ADOPTED this the 21st day of December, 2021.

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PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## MINUTES BID OPENING

December 7, 2021

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Sandra Sloan, Assistant Procurement Manager Schools

The Bid Opening was held in the Conference Room 436, 4th Floor, City Hall at 415 Broad Street, Kingsport TN

The Procurement Manager opened with the following bids:

KINGSPORT CITY SCHOOLS DOBYNS-BENNETT HIGH SCHOOL RE-ROOFING		
Vendor:	Base Bid:	Alternate Bid Item No. 1:
Morristown Roofing Company	\$5,131,530.00	\$1,896,447.00
Eskola LLC	\$6,890,267.00	\$2,675,000.00

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



**THOMPSON & LITTON**

ARCHITECTURE ENGINEERING

December 8, 2021

Mr. Brent Morelock,  
Procurement Officer  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660

Re: Reroofing of Dobyys-Bennett High School

Dear Mr. Morelock,

Bids were received on Tuesday, December 7, 2021, at 4:00 pm in regards to the Reroofing of Dobyys-Bennett High School. The qualifying, low bidder for the work was Morristown Roofing Company, Inc. with a total low bid amount of \$ 5,131,530.00. The Alternate Bid price was \$1,896,447.00. We recommend that the construction contract be awarded to Morristown Roofing Company, Inc. Final award of the Base Bid and the Alternate Bid is at the discretion of the Board.

Thank you for your assistance throughout the bid process. If you have any questions or comments, please contact us.

Yours truly,

Thompson & Litton,

Dan Jackson, Senior Project Manager

cc: Sandra Sloan  
File



## AGENDA ACTION FORM

### Consideration of a Resolution Authorizing Submission of an Application for a TDOT "Urban Transportation Planning Grant" – Traffic Study for Stone Drive and JB Dennis Area

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

Action Form No.: AF-355-2021  
 Work Session: December 20, 2021  
 First Reading: N/A

Final Adoption: December 21, 2021  
 Staff Work By: Bill Albright/Mike Thompson  
 Presentation By: M. Thompson

#### Recommendation:

Approve the Resolution

#### Executive Summary:

The Tennessee Department of Transportation is once again accepting applications for a consultant-based study of various transportation and traffic issues that exist within local jurisdictions, including the City of Kingsport and other localities within the MPO area. The program, provided by TDOT's Long-Range Planning Division, is entitled the "Urban Transportation Planning Grant" (UTPG). The City currently has a study of the Center Street corridor from Sullivan Street to Fort Henry Drive being conducted under this same grant program. The application for FY '22 will focus on the traffic and transportation problems that currently exist within the area's surrounding the interchange of John B. Dennis Highway and East Stone Drive and extending northward to the new John Sevier Middle school, westward towards Brookside Drive and eastward towards the Pavilion shopping center. Staff deemed this area to be a good candidate for a study because of several factors, including the new school (John Sevier Middle), the new Women's Hospital at Indian Path, high traffic volumes along Stone Drive and John B. Dennis, residential growth (new apartments), additional retail, access issues into various businesses and institutions, and continued general growth within the quadrants around the interchange. TDOT will hire a consultant to conduct the study and work with the city and MPO staff in the process. While the exact cost is yet to be determined at this time, these studies typically run around \$200,000.00 and include a 10% local cash match which are available in account number 122-0000-602.2020. Upon approval the application will be forwarded to TDOT for their consideration.

#### Attachments:

1. Resolution
2. Map

Funding source appropriate and funds are available: *pm*

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

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE DEPARTMENT OF TRANSPORTATION "URBAN TRANSPORTATION PLANNING GRANT" TO FUND A TRAFFIC STUDY OF THE AREA SURROUNDING THE EAST STONE DRIVE AND JOHN B. DENNIS HIGHWAY INTERCHANGE

WHEREAS, the city, through the Metropolitan Transportation Planning Organization Department (MPO), would like to apply for a grant through the Tennessee Department of Transportation (TDOT) for a Urban Transportation Planning Grant(UTPG) for a traffic study grant for the East Stone Drive and John B. Dennis highway traffic area; and

WHEREAS, if awarded, a consultant-based study will be conducted which will focus on the traffic and transportation problems that currently exist within the areas surrounding the interchange of John B. Dennis Highway and East Stone Drive and extending northward to the new John Sevier Middle school, westward towards Brookside Drive and eastward towards the Pavilion shopping center; and

WHEREAS, the maximum amount of the grant award is \$200,000.00, and the grant requires a 10% match which are available in account #122-0000-602.2020.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Tennessee Department of Transportation (TDOT) for a Urban Transportation Planning Grant(UTPG) traffic study grant for the Stone Drive and John B. Dennis highway traffic area in the amount not exceeding \$200,000.00, which will require a 10% match, which are available in account #122-0000-602.2020.

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

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

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

ADOPTED this the 21st day of December, 2021.

---

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY





PINE NEEDLE PATH

PINECONE CIR

WILLIAMSBURG RD

WYATT LN

WYATT LN

N EASTMAN RD

BROOKSIDE DR

BROOKSIDE LN

BROOKSIDE CIR

INDIAN TRAIL DR

PULITZER PL

PAYLON DR

N JOHN B DENNIS HWY

EXECUTIVE PARK BLVD

AMERICAN WAY

RAMP

RAMP

RAMP

RAMP

BRIARCLIFF RD

BEECHNUT DR

TALLWOOD DR

SOUTHCOTE DR

ESSEX DR

WILDWOOD DR

SPRINGDALE LN

GARNETT DR

BRANDON LN

SHEFFIELD ST

BRIGHTON CT

SHERINGHAM CT

E STONE DR

SUFFOLK ST

BERKSHIRE LN

CHESAPEAKE CT

OLDHAM CT

BARD LN

SUSSEX DR

CHICKASAW RD

MITCHELL

PAWK RD





## AGENDA ACTION FORM

### **Consideration of a Resolution Accepting a Donation of Real Property from Eastman Chemical Company Adjacent to Borden Park**

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

Action Form No.: AF-365-2021  
 Work Session: December 20, 2021  
 First Reading: N/A

Final Adoption: December 21, 2021  
 Staff Work By: Bart Rowlett, Mike Billingsley  
 Presentation By: M. Billingsley

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

On February 16, 2021, the Board through Resolution No. 2021-160 authorized the Kingsport Industrial Development Board to enter into a Payment in Lieu of Ad Valorem Tax Agreement (PILOT) with Eastman Chemical Company. As part of the PILOT Agreement, Eastman Chemical Company agreed to donate approximately 4.94 acres of unimproved real property adjacent to Borden Park to the City of Kingsport. Eastman has reserved an easement across the property for ingress and egress to adjoining property still owned by Eastman. As a condition of the donation the city must use the property as public park property.

#### **Attachments:**

1. Resolution
2. Deed of Gift

Funding source appropriate and funds are available: *pm*

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

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



RESOLUTION NO. \_\_\_\_

A RESOLUTION ACCEPTING THE DONATION OF 4.94 ACRES OF UNIMPROVED REAL PROPERTY ADJACENT TO BORDEN PARK FROM EASTMAN CHEMICAL COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE DONATION

WHEREAS, Eastman Chemical Company owns 4.94 acres (Tax Map 061F, Group C, Parcel 053.00) of unimproved real property adjacent to Borden Park which it wishes to donate to the City of Kingsport; and

WHEREAS, the board finds that the donation is for a public purpose and will promote the health, comfort, and prosperity of the inhabitants of the city.

Now, therefore,

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

SECTION I. That the donation of 4.94 acres of unimproved real property adjacent to Borden Park (Tax Map 061F, Group C, Parcel 053.00) from Eastman Chemical Company, is accepted.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a donation agreement, an appropriate deed and all other documents necessary and proper to receive the real property described in Section I hereinabove by Eastman Chemical Company to the City of Kingsport, subject to the conditions and terms set out in the Payment In Lieu of Tax Agreement between the Industrial Development Board and Eastman Chemical Company.

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 21st day of December, 2021.

---

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

## **PAYMENT IN LIEU OF TAX AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into as of the 29th day of October, 2021 ("Effective Date"), by and between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, a Tennessee public non-profit corporation ("KEDB") and EASTMAN CHEMICAL COMPANY, a Delaware corporation (the "Company").

### **WITNESSETH:**

WHEREAS, KEDB is an industrial development corporation duly organized and existing under the provisions of Title 53 of Chapter 7, Tennessee Code Annotated; and

WHEREAS, Company currently owns and operates a chemical manufacturing facility located in the City of Kingsport, Sullivan County, Tennessee, together with certain other improvements, structures and fixtures a portion of which is located on the real property more particularly described in Exhibit "A" which is attached hereto and is incorporated herein by reference (such building, improvements, structures and fixtures located thereon or therein are herein referred to collectively as the "Real Property"); and

WHEREAS, Company currently owns tangible personal property including equipment and machinery located on the Real Property; and

WHEREAS, Company is contemplating the construction of a methanolysis plant on the Property which will include new total capital investment of approximately \$ 230,000,000.00 in new tangible personal property and approximately \$ 38,000,000.00 in new real property improvements (hereafter the "Project"); and

WHEREAS, Company and KEDB have agreed, pursuant to Tenn. Code Ann. §7-53-305, to enter into a Payment in Lieu of Tax ("PILOT") Agreement whereby the Company will convey the Real Property by ground lease and the Personal Property by bill of sale to KEDB and KEDB has agreed to lease the Real Property and Personal Property to Company under an arrangement whereby Company will make payments in lieu of ad valorem taxes as set forth herein; and

WHEREAS, KEDB has agreed during the term of this Agreement to take title to the equipment, machinery and other tangible personal property now or hereafter acquired by Company and located on the Real Property and constituting a part of the Project, as more particularly described on Exhibit "B" which is attached hereto and is incorporated herein by reference (hereafter "Personal Property"). The Personal Property and Real Property are sometimes hereafter collectively referred to as the "Property"; and

WHEREAS, KEDB has pursuant to Tenn. Code Ann. §7-53-305(b) adopted a resolution delegating to the Chairman or Vice-Chairman of its Board of Directors the authority to negotiate and accept payments in lieu of ad valorem taxes with respect to the Property, which Resolution is attached hereto as Exhibit "C"; and

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, has pursuant to Tenn. Code Ann. §7-53-305(b), adopted a resolution delegating to KEDB the authority to accept payments in lieu of ad valorem taxes with respect to the Property which Resolution is attached hereto as Exhibit "D"; and

WHEREAS, the Project is designed to enhance employment opportunities, develop trade and commerce in and adjacent to the City of Kingsport, Tennessee ("City") and Sullivan County, Tennessee ("County"), contribute to the general welfare and provide substantial economic benefits to the City and County all in furtherance of the purpose for which KEDB was created.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which is hereby expressly acknowledged, KEDB and Company, intending to be legally bound, enter into this Agreement.

1. Lease. KEDB hereby agrees that at such time as Company is prepared to commence the Project, but in no event later than December 31, 2021, Company will convey the Real Property to KEDB pursuant to a Ground Lease (the form of which is attached as Exhibit "E") and will convey the Personal Property to KEDB pursuant to a Bill of Sale (the form of which is attached as Exhibit "F"). Company further agrees to convey all Personal Property acquired for the Project subsequent to the execution of the Lease to KEDB via Bill of Sale on at least an annual basis. KEDB shall lease the Property to Company for a term with an effective beginning date as of the date of conveyance of the Property to KEDB, but in no event later than December 31, 2021, and a termination date of December 31, 2032 (the "Term"). The form of the lease is attached hereto as Exhibit "G" and incorporated herein by reference (the "Lease"). The Lease shall provide that Company shall pay all costs to construct and complete the Project by the Completion Date. The Lease shall also grant to Company the absolute right to purchase the Real Property and Personal Property at any time for a nominal amount and that upon transfer and conveyance of the Property to Company pursuant to Company's exercise of its option to purchase this Agreement shall terminate. Upon termination of this Agreement for any reason, all applicable ad valorem taxes shall be fully assessable against the Property without reduction as if Company owned the Property from and after the date of termination.

2. PILOT Payments. For tax years 2021 and 2022, Company shall make a payment in lieu of ad valorem taxes ("PILOT Payment") on the Real Property and Personal Property, in an amount equal to the property taxes that would have been payable if said Real Property and Personal

Property were subject to City and County property taxes without reduction. Beginning with the 2023 tax year and each and every subsequent tax year through 2032, a PILOT Payment on the Real Property and Personal Property shall be made in amount equal to the property taxes that would have been payable to the City and County if said Real Property and Personal Property were subject to City and County property taxes without reduction multiplied by the following percentage for each applicable tax year:

2023	14%
2024	20%
2025	30%
2026	40%
2027	50%
2028	60%
2029	70%
2030	80%
2031	90%
2032	100%

However, when the difference between (i) the combined cumulative total of the annual PILOT Payments due and payable under this Agreement and (ii) the combined cumulative total of the annual City and County property taxes which would have been due and payable on the Real Property and Personal Property if said property were subject to property taxes without reduction reaches or exceeds \$10,500,000 then this Agreement shall terminate effective as of the first day of the following tax year. The PILOT payments due hereunder shall be shall be paid directly to the City of Kingsport and Sullivan County, Tennessee for their respective portions of the PILOT Payments due hereunder.

3. Assessment. KEDB will request the Sullivan County Property Assessor to appraise and assess the Real Property and Personal Property in accordance with the Constitution and laws of the State of Tennessee as though the Property were owned by Company and subject

to property taxes. The Assessor shall give the County Trustee, the City Treasurer, KEDB, and the Company notice of the appraisals of the Property annually in the same manner that notices are given to owners of taxable property. The Real Property is currently a portion of Sullivan County Tax Map 061N Group E Control Map 061K Parcel 002.00 ("Original Tax Parcel"). The Assessor shall be requested to assess the Real Property as a special interest separate from the Original Tax Parcel which will continue to be subject to property taxes without reduction. Company agrees that the tax assessment of the remaining real property and improvements located on the Original Tax Parcel shall not fall below its current assessment of \$24,711,040 throughout the Term of this Lease.

4. PILOT Calculations. KEDB will request the Sullivan County Trustee and City Treasurer to compute the amounts of the PILOT Payments. On or about October 1 of each year during the Term of this Agreement, the KEDB will request that the Trustee and City Treasurer compute the taxes which would be payable on the Property if it were subject to property taxes, in accordance with the Constitution and laws of the State of Tennessee and in accordance with the appraisal and assessment of the Assessor. Each year hereunder, the Trustee and City Treasurer shall send KEDB and the Company a bill for appropriate amounts of PILOT Payments payable to the City and County, respectively.

5. Penalties and Late Charges. The Company shall make the PILOT Payment for each year on or before the applicable due date for City and County property taxes. All PILOT Payments shall be subject to penalties, late charges, fees and interest charges as follows:

(a) If the Company fails to make any PILOT Payment by the due date, and such failure to pay shall continue and not be fully paid within ten (10) days after written notice of such non payment has been provided to the Company, then a late charge shall be charged and shall



also be immediately due and payable. The late charge shall be in the amount of one and one-half percent (1-1/2%) of the owed amount, and shall be charged cumulatively based on the prior month's unpaid balance (including late fee) for each calendar month that a payment remains unpaid.

(b) If the Company should fail to pay all amounts and late charges due as provided hereinabove, and/or otherwise fails to comply with the terms of this Agreement, then KEDB may bring suit in the Chancery Court of Sullivan County to seek to recover the PILOT Payments due, late charges, expenses and costs of collection as well as its reasonable attorneys' fees.

6. Covenants of Company. Company agrees to perform the following requirements during the Term of this Agreement:

(a) Company will complete construction of the entire Project in accordance with this Agreement, and all applicable local, state and federal laws, ordinances, and regulations no later than December 31, 2022 ("Completion Date");

(b) No later than six (6) months from the effective date of this Agreement, transfer good and marketable title to approximately 4.94 acres of unimproved real property adjacent to Borden Park (being a portion of Sullivan County Tax Map 061F Group C Parcel 053.00) as shown on Exhibit "H", to the City of Kingsport, Tennessee contingent on an acceptable environmental review of the condition of the property as determined in the City's sole discretion. Company may reserve an easement in the location of the current asphalt drive to provide access to its remaining adjacent property.

(c) Timely file and provide all personal property schedules and other documentation, information and reports with the City and County as would be required by applicable law if Company owned the Property.

(d) Maintain the Property in good order, condition and repair free from unreasonable accumulations of waste materials and odors.

(e) Operate the Project in accordance with all applicable local, state and federal laws, ordinances, and regulations and in such manner as to not constitute a nuisance.

(f) Pay all PILOT payments on or before the applicable due date.

(g) Timely file all reports as Company may be required by the State of Tennessee as a result of this PILOT agreement or accompanying Lease agreement or grant agreements with the State related to the Project and provide a copy of said reports to KEDB.

(h) Within six months of the Completion Date, provide all documentation reasonably required by KEDB to substantiate that Company has made new capital investment for the completion of the Project in an amount not less than \$268,000,000.00 of combined tangible personal property and real property improvements.

(i) Within 30 days of written request, provide such documentation as reasonably requested by KEDB to establish compliance by Company with subparagraphs (a) through (i).

If Company fails to perform any of the performance requirements in subparagraphs (a) through (i) above within the applicable timeframe it shall be considered an Event of Default.

7. Events of Default. An "Event of Default" shall occur if (a) there shall have occurred a breach by Company in any respect to the performance of any of its respective obligations under this Agreement, including, but not limited to, the obligations more specifically set forth in Section 6. If there is an Event of Default as defined above, KEDB shall not exercise its remedies hereunder unless Company has failed to cure the Event of Default within thirty (30) days after receipt of written notice of the Event of Default; provided, however, if the circumstance or

condition constituting an Event of Default cannot reasonably be cured within thirty (30) days after receipt of such written notice, then the Company shall have such additional time as may be reasonable under the circumstances to cure or remedy such Event of Default before KEDB shall be entitled to exercise rights and remedies with respect to such Event of Default.

8. Remedies. Upon the occurrence of an Event of Default by Company, KEDB may pursue one or more of the following remedies:

(a) KEDB may terminate this Agreement including the termination of the benefits of this Agreement for any years remaining hereunder.

(b) KEDB may pursue any other legal or equitable remedy available to it under law or as provided in this Agreement, including proceedings to compel specific performance of Company's obligations under this Agreement.

(c) If the Company relocates the Project or any portion thereof from the City during the Term hereof without the consent of KEDB, KEDB reserves the right to require Company to pay an amount equal to the amount which would have been due and payable on the Real Property and Personal Property if said property were subject to property taxes without reduction for the entire term of this agreement prior to the relocation minus the annual PILOT Payments actually paid under this Agreement prior to the relocation.

9. Contest by the Company. The Company shall have the right to contest the appraisal or assessment of the Property by the Assessor and the computation by the Trustee of the amount of the PILOT Payment. If the Company contests any such appraisal or assessment, then it shall present evidence to the Assessor in favor of its position. Likewise, if the Company contests any such computation, it shall present evidence to the Trustee in favor of its position. If the PILOT Payments being contested shall be or become due and payable, the Company shall make such

payments under protest. The Company and the Assessor or the Trustee, as the case may be, shall negotiate in good faith to resolve any disputes as to appraisal, assessment or computation. If the Company and the Assessor or the Trustee are unable to resolve a dispute, then the Company may file suit in the Chancery Court of Sullivan County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

10. Lien on Property. Any amounts which remain payable under this Agreement shall become a lien on the Property, and such lien shall be enforceable against the Property in the event that any payment owing hereunder is not timely made in accordance with this Agreement.

11. No Waiver; Remedies. No failure on the part of any party hereto, and no delay in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise hereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

12. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court or jurisdiction, the invalidity of any such clause or provision shall not affect any of the remaining provisions of this Agreement.

13. No Liability of KEDB Officers. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any incorporator, member, director or officer, as such, of the KEDB, whether past, present or future, either directly or through KEDB. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer, as

such, is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties and signatories hereto and to their respective successors and assigns.

15. Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

16. Amendments. This Agreement may be amended only in writing, signed by each of the parties hereto, except that the Trustee and the Assessor shall not be required to join in amendments unless such amendments affect their respective duties hereunder.

17. Notices. Any notice or demand required or permitted to be given by or to any of the parties hereto shall be in writing and shall be personally delivered, sent by nationally recognized overnight courier service or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to KEDB:                   400 Clinchfield Street  
Suite 100  
Kingsport TN 37660  
Attn: Chair

If to Company:           Eastman Chemical Company  
P.O. Box 511  
Kingsport, Tennessee 37662  
Attention: Vice President Corporate Tax

or to such other addresses as the parties may from time to time designate in writing in the manner set forth above.

18. Entire Agreement. This Payment in Lieu of Tax Agreement, together with the Lease, the deed, assignment of lease and bill of sale referenced herein, constitutes the entire

agreement between the parties with respect to the subject matter and all prior agreements and representations are integrated herein and superseded hereby.

19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument in multiple originals as of the date first above written.

THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE CITY OF KINGSPORT, TENNESSEE

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

EASTMAN CHEMICAL COMPANY

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

**EXHIBIT A  
LEASE AREA  
EASTMAN CHEMICAL METHANOLYSIS PLANT**

Being a Lease located in the Eleventh Civil District of Sullivan County Tennessee, lying north of John B. Dennis Highway and southwest of the centerline intersection of Lincoln Street and John B. Dennis Highway, said Lease Area being a portion of Parcel 2.00 as shown on Tax Map 61K, Group "E", and being known as a portion of Eastman Chemical property, as recorded in Deed Book 965c, Page 343, and being more particularly described as follows:

**LEASE AREA 1**

Commencing at a point in the southwest corner of Lease Area 2, said point being South 83 deg. 15 min. 37 sec. West, 1924.4 feet from the centerline intersection of Lincoln Street and John B. Dennis Highway, said point also being North 08 deg. 22 min. 30 sec. East, 99.43 feet from Eastman survey control monument No. 17 (bearings and distances are relative to Eastman Plant Control Monuments No. 17 & 83 having a bearing of North 00 deg. 40 min. 51 sec. West from No. 17 to 83);

Thence, along Lease Area 2, North 00 deg. 00 min. 00 sec. East, 180.00 feet to a point;

Thence, leaving Lease Area 2 along a tie line, North 00 deg. 00 min. 00 sec. East, 290.00 feet to the point of Beginning of Lease Area 1;

Thence, along Lease Area 1 the following 8 calls, North 00 deg. 00 min. 00 sec. East, 386.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. East, 185.00 feet to a point;

Thence, South 00 deg. 00 min. 00 deg. East, 230.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. East, 130.00 feet to a point;

Thence, South 00 deg. 00 min. 00 sec. East, 75.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. West, 130.00 feet to a point;

Thence, South 00 deg. 00 min. 00 sec. West, 81.00 feet to a point;



Thence, South 90 deg. 00 min. 00 sec. West, 185.00 feet to the point of Beginning.

Containing 81,160 square feet or 1.863 acres as shown on exhibit prepared by Barge Design Solutions, inc. Bearing File No. 37427-06.

## **LEASE AREA 2**

Beginning at a point in the southwest corner of Lease Area 2, said point being South 83 deg. 15 min. 37 sec. West, 1924.4 feet from the centerline intersection of Lincoln Street

and John B. Dennis Highway, said point also being North 08 deg. 22 min. 30 sec. East, 99.43 feet from Eastman survey control monument No. 17 (bearings and distances are relative to Eastman Plant Control Monuments No. 17 & 83 having a bearing of North 00 deg. 40 min. 51 sec. West from No. 17 to 83);

Thence, along the Lease Area the following 4 calls, North 00 deg. 00 min. 00 sec. East, 180.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. East, 175.00 feet to a point;

Thence, South 00 deg. 00 min. 00 sec. East, 180.00 feet to a point;

Thence, South 90 deg. 00 min. 00 sec. West, 175.00 feet to the point of Beginning.

Containing 31,500 square feet or 0.723 acres as shown on exhibit prepared by Barge Design Solutions, Inc. Bearing File No. 37427-06.

**EXHIBIT B**  
**PERSONAL PROPERTY DESCRIPTION**

The Personal Property shall include all machinery, equipment and other tangible personal property that is installed or otherwise located on or about or used in connection with the Real Property described in Exhibit A at any time during the Term of this Agreement, together with all replacements and substitutions therefore.

EXHIBIT C

RESOLUTION BY THE INDUSTRIAL DEVELOPMENT  
BOARD OF THE CITY OF KINGSPORT, TENNESSEE

**RESOLUTION RELATING TO PAYMENT IN LIEU OF TAX TRANSACTION  
BETWEEN THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF  
KINGSPORT, TENNESSEE AND EASTMAN CHEMICAL COMPANY**

WHEREAS, the Board of Directors of The Industrial Development Board of the City of Kingsport, Tennessee (the "Board") has been duly created and organized pursuant to and in accordance with the provisions of Chapter 53, Title 7 of the Tennessee Code Annotated, as amended (the "Act"), and has met pursuant to proper notice; and

WHEREAS, to induce EASTMAN CHEMICAL COMPANY, a Delaware corporation (the "Company"), to construct a new methanolysis plant with a total capital investment of approximately \$230,000,000 in new tangible personal property and approximately \$38,000,000 in new real property improvements (the "Project"). The Board will acquire the real property and all equipment, machinery and like tangible personal property located thereon (the real property, machinery and equipment collectively the "Property"), and the Board will lease the Property to the Company on the terms and conditions set forth in Payment in Lieu of Tax Agreement and Lease attached thereto (collectively the "Pilot Agreement"); and

WHEREAS, there has been submitted to the Board a form of the Pilot Agreement between the Board and the Company, which provides certain payments in lieu of tax as provided therein and which the Board proposes to execute to carry out the transaction described above, a copy of which instrument shall be filed with the records of the Board.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE:

1. It is hereby found and determined that the construction of the Project and the acquisition and ownership of the Property will promote industry, trade, commerce and employment in the State of Tennessee and in the City of Kingsport, Sullivan County, Tennessee.
2. The Chairman or Vice Chairman of the Board is hereby authorized and directed to execute, and its Secretary or Assistant Secretary is authorized to attest, and either is authorized and directed to deliver the Pilot Agreement to the Company.

3. The Board is hereby authorized and directed to lease or own the Property as applicable pursuant to the terms of the Pilot Agreement.
4. The Pilot Agreement shall be in substantially the form submitted, which is hereby approved, with such completions, omissions, insertions and changes as may be approved by the officer executing it, his or her execution to constitute conclusive evidence of his or her approval of any such omissions, insertions and changes.
5. The officers of the Board are hereby authorized and directed to execute, deliver and file such other certificates and instruments and to take all such further future action as they may consider necessary or desirable in connection with the consummation of the transactions described above, including, without limitation, executing such documents as any lender of the Company may request to preserve their liens on the Project.
6. Any authorization herein to execute any document shall include authorization to record such document where appropriate.
7. All other acts of the officers of the Board which are in conformity with the purposes and intent of this resolution are hereby approved and confirmed.

EXHIBIT D

RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN  
OF THE CITY OF KINGSPORT, TENNESSEE

RESOLUTION NO. AF 65-2021

A RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE TO NEGOTIATE AND ACCEPT FROM EASTMAN CHEMICAL COMPANY PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO A CERTAIN PROJECT IN KINGSPORT, SULLIVAN COUNTY TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE INDUSTRIAL DEVELOPMENT BOARD'S PUBLIC PURPOSES AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305; AUTHORIZING THE MAYOR TO EXECUTE ANY DOCUMENTS NECESSARY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, the Board of Mayor and Aldermen (the "Governing Body") of the City of Kingsport, Tennessee (the "City") has met pursuant to proper notice; and

WHEREAS, the Governing Body has previously authorized the incorporation of The Industrial Development Board of the City of Kingsport, Tennessee (the "Board") as an industrial development board duly organized and existing under the provisions of Title 53 of Chapter 7, Tennessee Code Annotated; and

WHEREAS, the City has been informed that Eastman Chemical Company, (the "Company"), intends to cause the renovation and restructuring of its current facility at a cost of at least \$250,000,000.00 (collectively, the "Project") generally located in the 11<sup>th</sup> Civil District of Sullivan County with a principal address of 200 South Wilcox Drive, Sullivan County, Tennessee (the "Property"); and

WHEREAS, the Company has requested the Board to hold ownership of the Property; and

WHEREAS, the Company has furthermore requested the Board to lease the Project to the Company and to permit the Company to make payments in lieu of ad valorem taxes; and

WHEREAS, Tenn. Code Ann. § 7-53-305(b) authorizes the Governing Body to delegate to the Board the authority to negotiate and accept from the lessees of the Board payments in lieu of ad valorem tax upon the finding that such payments are deemed to be in furtherance of the public purposes of the Board as defined in said code section; and

WHEREAS, there has been submitted to the Governing Body a form of a Payment in Lieu of Tax Agreement (the "Agreement") between the Board and the Company, which provides certain

payments in lieu of tax as provided therein and which the Board proposes to execute to carry out the transaction described above and a copy of which draft of the Agreement is filed with the records of the City; and

WHEREAS, the Board and the Company desire to enter into an Agreement whereby the Company will make payments in lieu of ad valorem taxes to the city of Kingsport, Tennessee, Sullivan County, Tennessee and any other taxing jurisdiction in which the Project is located; and

WHEREAS, the Project, along with construction and equipment of the Project, will enhance employment opportunities in the city of Kingsport, Tennessee and generate additional tax revenues for the City; and

WHEREAS, the Governing Body finds that the Agreement is in furtherance of the Board's public purposes as defined in Tennessee Code Annotated § 7-53-102.

Now therefore,

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

SECTION I. The foregoing recitals are incorporated into this resolution by reference as findings of fact as if expressly set forth herein.

SECTION II. The Governing Body hereby finds that the negotiation and acceptance by the Board of payments in lieu of ad valorem taxes consistent with this resolution are deemed to be in furtherance of the public purposes of the Board as defined in Tennessee Code Annotated §7-53-305, and the Governing Body hereby consents and delegates to the Board the right to negotiate and accept such payments from the Company.

SECTION III. Tennessee Code Annotated §7-53-305(b) authorizes the Governing Board to delegate to the Board the authority to negotiate and accept from the lessees of the Board payments in lieu of ad valorem taxes upon the finding that such payments are deemed to be in furtherance of the public purposes of the Board, and the Board has made such finding and hereby consents and delegates to the Board the right to negotiate such payments in lieu of tax from the Company, as a lessee of the Board with respect to the Project, in accordance with the Agreement, together with any other agreements, leases, bills of sale or other instruments necessary to implement the terms of the Agreement.

SECTION IV. The Board's Agreement with the Company shall be substantially as set forth in the draft of the Agreement, which has been presented to the Governing Body at this meeting and filed with the City Recorder of the City, and any such payments paid lieu of city ad valorem taxes should be made to the City for use in the general fund, provided that there shall be no reductions in the amounts of the payments in lieu of tax provided in the Agreement without receiving the prior approval of the Governing Body.

SECTION V. That, if there is a change in the substantive terms of the draft Agreement, the Board shall submit the final agreement to the Governing Body for approval, but the Board's agreement with the Company concerning payments in lieu of ad valorem taxes may contain administrative provisions not inconsistent with this resolution as the Board deems appropriate.

SECTION VI. That the Board is delegated the authority to execute the Agreement, substantially in the form presented to this meeting, together with any other agreements, leases, bills of sale, or other instruments necessary to implement the terms of the Agreement.

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

SECTION IX. That the Governing Body 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 X. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed, and this resolution shall be in immediate effect from and after its adoption, the public welfare requiring it.

Adopted this the 16th day of February, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

I, Angela Marshall, certify that I am the duly qualified and acting Deputy City Recorder of City of Kingsport, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on February 16, 2021; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to a payment in lieu of ad valorem tax transaction involving a project being developed by Eastman Chemical Company.

WITNESS my official signature and seal of said Municipality on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Deputy City Recorder



EXHIBIT E

GROUND LEASE BETWEEN THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE CITY OF KINGSPORT, TENNESSEE  
AND  
EASTMAN CHEMICAL COMPANY

EASTMAN CHEMICAL COMPANY  
(a Delaware corporation)

To

The Industrial Development Board of  
the City of Kingsport, Tennessee

(a public nonprofit corporation organized  
under Tennessee law)

GROUND LEASE

DATED AS OF OCTOBER 29, 2021

This GROUND LEASE dated as of October 29, 2021, between EASTMAN CHEMICAL COMPANY, a Delaware corporation ("Eastman"), as Lessor, and THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, a Tennessee public non-profit corporation (the "KEDB"), as Lessee.

W I T N E S S E T H:

WHEREAS, Lessee is a public non-profit corporation and a public instrumentality of the City of Kingsport, Tennessee, and is authorized under Sections 7-53-101 to 7-53-311, inclusive, Tennessee Code Annotated, as amended (hereinafter called the "Act"), to acquire, whether by purchase, exchange, gift, lease, or otherwise, and to own, lease and dispose of properties for the public purpose of promoting industry and developing trade by inducing manufacturing, industrial, governmental, educational and commercial enterprises to locate in or remain in the State of Tennessee and further the use of its agricultural products and natural resources;

WHEREAS, Eastman and the KEDB desire that KEDB acquire a leasehold interest in the land hereinafter described and that Eastman will construct and equip thereon a methanolysis plant (which will constitute a "project" within the meaning of the Act);

WHEREAS, KEDB will lease the above-mentioned land and all improvements now or hereafter located thereon to Eastman (the "Sublessee"), pursuant to a lease of even date herewith (the "Sublease") between KEDB and the Sublessee; and

NOW, THEREFORE, Eastman and KEDB, each in consideration of the representations and covenants of the other as set forth herein, hereby agree as follows:

Section 1. Lease of Land. (a) Eastman hereby leases and lets unto KEDB, and KEDB hereby leases and accepts from Eastman, all that certain tract or parcel of land together with all improvements now or hereafter located thereon as more particularly described in Schedule A hereto (the "Leased Premises"), TO HAVE AND TO HOLD the aforesaid Leased Premises for the term provided in Section 5 hereof, subject to (i) all mineral rights, easements, rights-of-way, conditions, restrictions and reservations which are of record in Sullivan County, Tennessee or visible on the ground; and (ii) zoning ordinances and regulations, if any. Eastman represents that it has good right to lease the Leased Premises as provided herein and covenants to such right during the term hereof.

(b) Subject to the provisions of this Lease, Eastman reserves for itself, its successors and assigns (i) the right to keep, maintain, use, operate, renew, reconstruct,

adjust and remove all utility and service lines and similar apparatus presently on, beneath or above the Leased Premises; (ii) such rights-of-way and easements as Eastman, its successors and assigns, may desire from time to time in connection with Eastman's present or future operations at the Leased Premises; and (iii) the right to drill or use other investigative procedures as may be required within the Leased Premises for purposes of groundwater or soil investigation and to perform any necessary groundwater or soil or other remedial action; and (iv) any other reasonable access requested by Eastman.

Section 2. Condition of the Leased Premises. Subject to the provisions of this Lease, the Leased Premises are accepted by KEDB in their present condition.

Section 3. Access to Leased Premises. In accordance with this lease, KEDB hereby grants to Eastman, its agents, employees, and invitees, reasonable access to the Leased Premises during the term hereof, as and to the extent necessary for the purposes of conducting business operations and exercising the rights reserved hereunder.

Section 4. Lease Term. The lease term shall commence on October 29, 2021 being the effective date hereof and shall end on December 31, 2032. Notwithstanding the foregoing, this Lease may be terminated by Eastman upon not less than 10 days prior written notice to KEDB, provided the Sublease has also been terminated. Upon any termination of this Lease, KEDB will execute and deliver to Eastman such appropriate instruments of release as Eastman may reasonably request and will surrender all rights to possession of the Leased Premises to Eastman.

Section 5. Rent. KEDB shall pay Eastman the sum of One Dollar (\$1.00) as rent for each full or partial calendar year of the term, which the parties hereby acknowledge has been paid in advance for the entire Term of the Lease.

Section 6. Limited Liability of KEDB. Anything in this Lease to the contrary notwithstanding, the payment by KEDB of the rent herein provided for, the performance by it of all duties and obligations imposed upon it hereby, the exercise by it of all powers granted to it hereunder, the carrying out of all covenants, agreements and promises made by it hereunder, and the liability for all warranties and covenants hereunder, shall be limited solely to the revenues and receipts derived from the Sublease, and KEDB shall not be required to pay any rent or effectuate any of its duties, obligations, powers or covenants hereunder except to the extent of such revenues and receipts.

Section 7. Construction of Improvements. Eastman may construct improvements on the Leased Premises from time to time and all such improvements shall remain the property of KEDB until the expiration or earlier termination of this Lease.

Section 8. Assignment and Subleasing. KEDB shall not have the right to assign

this Lease or sublet the Leased Premises except that KEDB shall have the right to sublease the Leased premises to the Sublessee pursuant to the Sublease. KEDB shall not have the right to mortgage or otherwise encumber its leasehold interest in the Leased Premises; provided, however, KEDB shall have the right to enter into the Sublease. Eastman agrees that during the term of this Lease, Eastman shall keep the Leased Premises free and clear of all liens and encumbrances, excluding liens, mortgages, and encumbrances incurred in connection with loans by third parties to Eastman or otherwise authorized herein.

Section 9. Utility Service. KEDB agrees that Eastman is not, nor shall it be, required to furnish to KEDB any gas, water, sewer, electricity, light, heat, power or any other facilities, equipment, labor, materials or services of any kind.

Section 10. Insurance. Eastman shall at Eastman's sole expense carry commercial general liability insurance covering the Leased Property and the use and occupancy of the same in a company or companies licensed to do business in Tennessee and shall provide evidence of same to KEDB. KEDB shall be listed as an additional insured on such policy. Eastman shall also insure all improvements on the Leased Property at their full replacement value, with KEDB being included as an additional insured, and Eastman shall provide evidence of same to Lessor. Each policy described above shall not be canceled without first giving KEDB not less than thirty (30) days prior written notice. Eastman shall provide to KEDB evidence of all insurance policies contemplated by this Section, including, upon request, annual certificates of continued coverage.

Section 11. Condemnation. If during the Term, all or any part of the Leased Premises be taken by the exercise of the power of eminent domain or condemnation, Eastman shall be entitled to and shall receive any portion of the condemnation award attributable to the Leased Premises and Eastman shall be also entitled to receive the balance of the award for the taking. If title to or the temporary use or control of all or substantially all of the Leased Premises shall be taken by the exercise of the power of eminent domain or condemnation, or if such use or control of substantial part of the Leased Premises shall be taken or so sold as the result in rendering the Leased Premises unsatisfactory to KEDB (to be determined in the sole judgment of KEDB), KEDB may terminate this Lease by giving written notice to Eastman and thereafter shall have no further liability hereunder.

Section 12. Taxes and Other Governmental Charges.

(a) Eastman agrees to pay and discharge when the same shall become due and payable without penalty, all ad valorem taxes that at any time during the term of this Lease shall be or become due and payable by Eastman or KEDB and that shall be levied, assessed or imposed upon, or that shall be or become liens upon, the Leased Premises or any portion thereof or any interest of Eastman or KEDB therein, under and by virtue of any

present or future law, statute, regulation or other requirement of any governmental authority.

(b) KEDB and Eastman recognize that under present law, including specifically Section 7-53-305 of the Act, the properties owned or leased by KEDB are exempt from ad valorem taxation in the State of Tennessee. The parties contemplate that for ad valorem tax purposes the Leased Premises will be owned by KEDB. However, Sublessee has agreed to make payments in lieu of taxes to the KEDB and any other taxing jurisdiction in which all or part of the Leased Premises is located in accordance with the provisions of a Payment In Lieu of Tax Agreement dated October 29, 2021 ("PILOT Agreement"). The parties agree that as between them, Lessor shall be entitled to all depreciation deductions with respect to any depreciable property comprising a part of the Leased Property pursuant to Sections 167 or Section 168 of the Internal Revenue Code or to any successor provisions thereto.

Section 14. Events of Default. If any one or more of the following events (herein called "Events of Default") shall happen:

- (i) if default shall be made in the due and punctual payment of any rent, and such default shall continue for more than thirty (30) days after receipt of written notice to KEDB from Eastman; or
- (ii) if default shall be made by KEDB in the due performance of or compliance with any of the terms hereof, other than that referred to in the foregoing subdivision (a), and such default shall continue for sixty (60) days after Eastman shall have given KEDB written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 60-day period, if KEDB shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default not susceptible of being cured with due diligence within the sixty (60) days that the time of KEDB within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence);

then in any such event Eastman at any time thereafter and while such Event of Default shall continue may give a written termination notice to KEDB, which notice shall specify the nature of the Event of Default and a date of termination of this Lease not less than thirty (30) days after the giving of such notice; provided; however, that Eastman shall have no right to terminate this lease so long as the Sublease is in effect or such termination would be inconsistent with any remedies being exercised thereunder by the Sublessee. The Sublessee shall have the right to cure any KEDB default or KEDB Event of Default hereunder.

Section 15. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when issued in person or mailed by

registered or certified mail, postage prepaid, addressed as follows:

If to KEDB, at:	The Industrial Development Board of the City of Kingsport, Tennessee 400 Clinchfield Street, Suite 100 Kingsport, Tennessee 37600 Attention: Chairman
If to Eastman, at:	Eastman Chemical Company P.O. Box 511 Kingsport, Tennessee 37662 Attention: Vice President Corporate Tax

Copies of all notices, certificates and communications hereunder shall be given to the Sublessee at the address set forth in the Sublease. The KEDB, Eastman and the Sublessee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 16. Binding Effect and Entireties. This Lease shall inure to the benefit of and shall be binding upon KEDB and Eastman and their respective successors and assigns. The Sublessee shall be a third-party beneficiary of the terms of this Lease. This Lease, together with the Sublease and PILOT Agreement, shall constitute the entirety of the parties' agreement.

Section 17. Severability. In the event and provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions thereof

Section 18. Applicable Law. This Lease shall be governed by the applicable laws of the State of Tennessee and any dispute would be resolved in the courts of Sullivan County, Tennessee.

Section 19. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Eastman and KEDB have caused this Lease to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the date and year first above written.

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



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**GROUND LEASE SCHEDULE A  
EASTMAN CHEMICAL METHANOLYSIS PLANT**

Being a Lease located in the Eleventh Civil District of Sullivan County Tennessee, lying north of John B. Dennis Highway and southwest of the centerline intersection of Lincoln Street and John B. Dennis Highway, said Lease Area being a portion of Parcel 2.00 as shown on Tax Map 61K, Group "E", and being known as a portion of Eastman Chemical property, as recorded in Deed Book 965c, Page 343, and being more particularly described as follows:

**LEASE AREA 1**

Commencing at a point in the southwest corner of Lease Area 2, said point being South 83 deg. 15 min. 37 sec. West, 1924.4 feet from the centerline intersection of Lincoln Street and John B. Dennis Highway, said point also being North 08 deg. 22 min. 30 sec. East, 99.43 feet from Eastman survey control monument No. 17 (bearings and distances are relative to Eastman Plant Control Monuments No. 17 & 83 having a bearing of North 00 deg. 40 min. 51 sec. West from No. 17 to 83);

Thence, along Lease Area 2, North 00 deg. 00 min. 00 sec. East, 180.00 feet to a point;

Thence, leaving Lease Area 2 along a tie line, North 00 deg. 00 min. 00 sec. East, 290.00 feet to the point of Beginning of Lease Area 1;

Thence, along Lease Area 1 the following 8 calls, North 00 deg. 00 min. 00 sec. East, 386.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. East, 185.00 feet to a point;

Thence, South 00 deg. 00 min. 00 deg. East, 230.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. East, 130.00 feet to a point;

Thence, South 00 deg. 00 min. 00 sec. East, 75.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. West, 130.00 feet to a point;

Thence, South 00 deg. 00 min. 00 sec. West, 81.00 feet to a point;

Thence, South 90 deg. 00 min. 00 sec. West, 185.00 feet to the point of Beginning.

Containing 81,160 square feet or 1.863 acres as shown on exhibit prepared by Barge Design Solutions, inc. Bearing File No. 37427-06.

## **LEASE AREA 2**

Beginning at a point in the southwest corner of Lease Area 2, said point being South 83 deg. 15 min. 37 sec. West, 1924.4 feet from the centerline intersection of Lincoln Street

and John B. Dennis Highway, said point also being North 08 deg. 22 min. 30 sec. East, 99.43 feet from Eastman survey control monument No. 17 (bearings and distances are relative to Eastman Plant Control Monuments No. 17 & 83 having a bearing of North 00 deg. 40 min. 51 sec. West from No. 17 to 83);

Thence, along the Lease Area the following 4 calls, North 00 deg. 00 min. 00 sec. East, 180.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. East, 175.00 feet to a point;

Thence, South 00 deg. 00 min. 00 sec. East, 180.00 feet to a point;

Thence, South 90 deg. 00 min. 00 sec. West, 175.00 feet to the point of Beginning.

Containing 31,500 square feet or 0.723 acres as shown on exhibit prepared by Barge Design Solutions, Inc. Bearing File No. 37427-06.

EXHIBIT F

BILL OF SALE BETWEEN THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE CITY OF KINGSPORT, TENNESSEE

AND  
EASTMAN CHEMICAL COMPANY

**BILL OF SALE**

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, as further set forth and described in that certain Payment in Lieu of Tax Agreement dated as of \_\_\_\_\_, 2021, (the "PILOT Agreement") and that certain Lease Agreement dated as of \_\_\_\_\_, 2021, (the "Lease Agreement"), made by and between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, ("Assignee") and EASTMAN CHEMICAL COMPANY, ("Assignor"), the undersigned Assignor, pursuant to the PILOT Agreement and Lease Agreement, does hereby sell, transfer, assign and convey to Assignee all of Assignor's right, title and interest in and to: all machinery, equipment and other tangible personal property that is installed or otherwise located on or about or used in connection with the Real Property as defined in the Lease Agreement at any time during the Term of the Lease Agreement, together with all replacements and substitutions therefore, all as more particularly described on Schedule One attached hereto.

Such assets, properties and interest as shown on Schedule One are transferred, sold and conveyed to Assignee AS IS, WHERE IS AND with all faults, without any express or implied warranty or representation as to physical condition, merchantability, fitness for a particular purpose, or any other matter; provided, however, Assignor hereby warrants and represents to Assignee that Assignor holds, and hereby delivers to Assignee, good and marketable title to all assets, properties and interests conveyed hereby, and further warrants that title to such assets, properties and interests is unencumbered and free and clear of all mortgages, liens, security interests, pledges, and other encumbrances of title. Further, subsequent equipment, machinery, and other tangible personal property acquired by Assignor in conjunction with the Project shall also be conveyed through this Bill of Sale to Assignee in accordance with and pursuant to the PILOT Agreement and Lease Agreement.

IN WITNESS WHEREOF, the undersigned company has caused this Bill of Sale to be executed and delivered by its duly authorized officer effective as of \_\_\_\_\_, 2021

**ASSIGNOR:**

**EASTMAN CHEMICAL COMPANY**

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

**Its:** \_\_\_\_\_

**ASSIGNEE:**

**THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE CITY OF KINGSPORT, TENNESSEE**

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

**Its:** \_\_\_\_\_

**Schedule One**

**Equipment List**

EXHIBIT G

LEASE BETWEEN THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE CITY OF KINGSPORT, TENNESSEE  
AND  
EASTMAN CHEMICAL COMPANY

THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE CITY OF KINGSPORT, TENNESSEE

(a public nonprofit corporation organized  
under Tennessee law)

TO

EASTMAN CHEMICAL COMPANY  
(a Delaware corporation)

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LEASE

DATED AS OF OCTOBER 29, 2021

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## LEASE

This Lease, made and entered into effective as of the 29th day of October, 2021, by and between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, et seq. ("Lessor"), and EASTMAN CHEMICAL COMPANY, a Delaware corporation ("Lessee").

### WITNESSETH:

WHEREAS, Lessor is a public nonprofit corporation and a public instrumentality of the City of Kingsport, Tennessee, and is authorized under Sections 7-53-101 to 7-53-317, inclusive, Tennessee Code Annotated, as amended (the "Act"), to acquire, whether by purchase, exchange, gift, lease, or otherwise, and to own, lease and dispose of properties for certain purposes identified in the Act; and

WHEREAS, in order to encourage Lessee to cause the construction of a methanolysis plant located in the City of Kingsport, Tennessee (the "Project"), thereby furthering the purposes of the Act, Lessor desires to lease to Lessee and Lessee desires to rent from Lessor certain real property and tangible personal property hereinafter more particularly described, on the terms and conditions set forth herein; and

NOW, THEREFORE, Lessor, for and in consideration of the payments hereinafter stipulated to be made by Lessee, and the covenants and agreements hereinafter contained to be kept and performed by Lessee, does by these presents demise, lease and let unto Lessee, and Lessee does by these presents hire, lease and rent from Lessor, for the Term (as defined below) and upon the conditions hereinafter stated, the real property described in Exhibit A and the tangible personal property described on Exhibit B attached hereto, together with all facilities and improvements now existing or hereafter constructed thereon by Lessee or otherwise;

UNDER AND SUBJECT, however, to deed restrictions, covenants, easements, reservations, rights of way and other encumbrances applicable to the real property and tangible personal property to be leased and existing as of the date hereof and any other encumbrance hereafter existing that is not created by Lessor; and

UNDER AND SUBJECT to the following terms and conditions:

### ARTICLE I Definitions

In addition to the words, terms and phrases elsewhere defined in this Lease, the following words, terms and phrases as used in this Lease shall have the following respective meanings:

"Acquisition Deed" shall mean the deed and/or leases, as applicable, pursuant to which Lessor acquires title to the Leased Land.

"Act" shall mean Sections 7-53-101 to 7-53-317, inclusive of Tennessee Code Annotated, as amended.

"Additional Rent" shall mean the amounts described in Section 4.02.

"Basic Rent" shall mean the amounts described in Section 4.01.

"City" shall mean the City of Kingsport, Tennessee.

"County" shall mean Sullivan County, Tennessee.

"Force Majeure" means fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the applicable party's reasonable control. Where this Lease expressly provides that a party's obligations are subject to Force Majeure, then delay or non-performance on the part of such party will be excused upon the occurrence and during the continuance of such event of Force Majeure, provided that such party promptly gives the other party written notice of the occurrence and abatement of such event of Force Majeure.

"Lease" shall mean this instrument as originally executed or as it may from time to time be supplemented or amended by one or more instruments supplemental hereto.

"Leased Land" shall mean the real property and current and future improvements located on the real property described in Exhibit A attached hereto.

"Leased Personal Property" shall mean means all items of machinery, equipment and other tangible personal property that is acquired or placed in service by the Lessee and installed or otherwise located on or about or used in connection with the Leased Land during the Term, together with additions thereto, replacements thereof and substitutions therefor, in connection with the Project.

"Leased Property" shall mean the Leased Land and Leased Personal Property.

"Lessee" shall mean Eastman Chemical Company, a Delaware corporation.

"Lessor" shall mean The Industrial Development Board of the City of Kingsport, Tennessee, a public nonprofit corporation organized under the Act.

"PILOT Agreement" shall mean the Payment in Lieu of Tax Agreement between Lessor and Lessee of even date herewith.

"Tax Year" shall mean each annual period beginning on January 1 of each year and ending on December 31 of that year.

"Term" shall mean the term described in Article III.

## ARTICLE II Representations of Lessee

Section 2.01 Lessee makes the following representations and warranties to induce Lessor to enter into this Lease:

Lessee is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware and qualified to do business in the State of Tennessee, has full power and authority to enter into this Agreement and to perform all obligations contained herein and therein, and

has, by proper action, been duly authorized to execute and deliver this Lease and, when executed and delivered by the parties thereto, this Lease will constitute the valid and binding obligation of Lessee enforceable in accordance with its terms.

Neither the execution and delivery of this Lease, nor the consummation of the transactions contemplated herein by Lessee, nor the fulfillment of or compliance with the terms and conditions of this Lease, does or will conflict with or result in a breach of the terms, conditions or provisions of any restriction or internal governing document of Lessee or any agreement or instrument to which Lessee is now a party or by which it is bound, or any existing law, rule, regulation, judgment, order or decree to which it is subject, or constitutes a default under any of the foregoing or, except as contemplated hereby, results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessee under the terms of any instrument or agreement.

There are no proceedings pending, or to the knowledge of Lessee threatened, against or affecting Lessee in any court or before any governmental authority, arbitration board or tribunal which involve the possibility of materially and adversely affecting the properties, business, prospects, profits or condition (financial or otherwise) of Lessee, or the ability of Lessee to perform its obligations under this Lease. Lessee is not in default with respect to an order of any court, governmental authority, arbitration board or tribunal.

No event has occurred and no condition exists with respect to Lessee that would constitute an Event of Default under this Lease, as defined in Article XIII, or which, with the lapse of time or with the giving of notice, or both, would become such an Event of Default.

To the knowledge of Lessee, there are no substances, materials, wastes, pollutants or contaminants located on the Leased Property that are regulated under any environmental law or regulation except those materials and substances that are maintained in compliance with such laws and regulations, and Lessee shall not permit material quantities of such substances, materials, wastes, pollutants or contaminants to exist on the Leased Property during the Term of this Lease except in compliance with such laws and regulations.

### ARTICLE III Lease Term

Subject to the provisions contained in this Lease, this Lease shall be in full force and effect for a Term commencing on October 29, 2021, and ending on December 31, 2032, unless terminated earlier, in accordance with the terms hereof.

Notwithstanding the foregoing, the Term of this Lease may be terminated as follows:

upon exercise by Lessee of the purchase option described in Article XIV hereof.

upon written notice by Lessor to Lessee that Lessee has achieved the maximum tax savings in the amount of \$10,500,000 as calculated in Section 2 of the Pilot Agreement.

### ARTICLE IV Rent

Section 4.01 Basic Rent. Lessee will pay to Lessor without notice or demand, in such coin

or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, as Basic Rent on each January 1 during the Term, the sum of \$1.00. Lessor acknowledges that Lessee has prepaid the Basic Rent for the Term on the date hereof.

Section 4.02 Additional Rent. Lessee agrees to pay, as additional rent, all other amounts, liabilities and obligations which Lessee herein assumes or agrees to pay including all PILOT Payments as defined in the PILOT Agreement.

## ARTICLE V

### Compliance with Laws; Permitted Contests; Lessee's Acceptance of Leased Property; Reports; Net Lease

Section 5.01 Compliance with Laws. Lessee shall throughout the Term and at no expense to Lessor promptly cure any violations under all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities, which are or shall become lawfully applicable to the Leased Property, the repair and alteration thereof, and the use or manner of use of the Leased Property, whether or not such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not they shall involve any change of governmental policy or shall require structural or extraordinary repairs, alterations or additions, irrespective of the cost thereof; provided, however, that Lessee, in lieu of compliance with such laws, orders, rules, regulations and requirements, or the making of such additions, changes or alterations, may, at its option, exercise its right to purchase the Leased Property, as provided below and, in such event shall have no further liability hereunder, except as otherwise provided herein.

Section 5.02 Permitted Contests. Lessee shall not be required to comply or cause compliance with the laws, ordinances, orders, rules, regulations or requirements referenced in Section 5.01, so long as Lessee shall, at Lessee's expense, contest the same or the validity thereof in good faith, by appropriate proceedings. Such contest may be made by Lessee in the name of Lessor or of Lessee, or both, as Lessee shall determine and Lessor agrees that it will, at Lessee's expense, cooperate with Lessee in any such contest to such extent as Lessee may reasonably request. It is understood, however, that Lessor shall not be subject to any liability for the payment of any costs or expenses (including attorneys' fees) in connection with any such proceeding brought by Lessee, and Lessee covenants to pay, and to indemnify and save harmless Lessor from, any such costs or expenses.

Section 5.03 Acceptance of Leased Property. Lessee acknowledges that, as between Lessor and Lessee, it has examined the Leased Property and the state of Lessor's title thereto prior to the making of this Lease and knows the condition and state thereof, including, without limitation, the environmental and soil conditions, as of the first day of the term of this Lease, and accepts the same AS IS in said condition and state; that no representations as to the condition or state thereof have been made by representatives of Lessor; and that in entering into this Lease, Lessee is relying solely upon its own examination thereof.

Section 5.04 Net Lease. This is a "net lease" and the Basic Rent, Additional Rent and all other sums payable hereunder to or for the account of Lessor shall be paid promptly and without set off, counterclaim, abatement, suspension, deduction, diminution or defense.

Section 5.05 Identification of Leased Personal Property. Lessee will at all times during the Term of this Lease maintain in its records a complete list of the Leased Personal Property which

will specifically identify each such item as being property of the Lessor and shall provide a copy of said records to Lessor.

## ARTICLE VI Title and Tax Benefits

Section 6.01. No Conveyance of Title by Lessor. Lessor covenants and agrees that, except as set forth herein, during the Term of this Lease, it will not convey, pledge, encumber or suffer or permit the conveyance of, by any voluntary act on its part, its title to the Leased Property to any person, firm, corporation, or other entity whatsoever, irrespective of whether any such conveyance or attempted conveyance shall recite that it is expressly subject to the terms of this Lease unless such conveyance is consented, in writing, to by Lessee, its mortgagee that has been disclosed to Lessor in writing pursuant to Section 12.03. Lessor will not create any lien, encumbrance or charge upon its interest in the Leased Property except for any such lien, encumbrance or charge otherwise created by this Lease, the PILOT Agreement or consented to by Lessee.

Section 6.02. Tax Benefits. The parties acknowledge that Lessee is funding the construction, rehabilitation and equipping of the Project. It is agreed by the parties hereto that in no event is Lessor intended to be treated as the owner of the Leased Property or the Project for federal income and state franchise and excise tax purposes. Instead, all of the benefits and burdens of ownership of the Leased Property and the Project are held by Lessee and that Lessee shall be the owner of the Leased Property and Project for federal income and state franchise and excise tax purposes throughout the term of this Lease. Without limiting the generality of the foregoing, Lessee alone shall be entitled to claim depreciation or cost recovery deductions for all taxation purposes or cost recovery deductions on all buildings, structures and other improvements, all machinery, equipment and fixtures upon the Leased Property or that are part of the Project. Lessor shall execute and deliver other and further certificates, documents and amendments to this Lease as reasonably requested by Lessee (and at the expense of Lessee) to confirm and establish that Lessee is the owner of the Leased Property or Project for federal income and state franchise and excise tax purposes.

## ARTICLE VII Taxes and Other Charges

Section 7.01 Taxes and Other Governmental Charges. Lessee agrees, subject to the terms of the PILOT Agreement, to pay and discharge, as additional rent, punctually as and when the same shall become due and payable without penalty, all ad valorem taxes that at any time during the Term shall be or become due and payable by Lessor or Lessee and that shall be levied, assessed or imposed upon, or that shall be or become liens upon, the Leased Property or any portion thereof or any interest of Lessor or Lessee therein, under and by virtue of any present or future law, statute, regulation or other requirement of any governmental authority.

Section 7.02 Utility Services. Lessee agrees that Lessor is not, nor shall it be, required to furnish to Lessee or any other user of the Leased Property any gas, water, sewer, electricity, light, heat, power or any other facilities, equipment, labor, materials or services of any kind pursuant to this Lease and Lessee agrees that it shall pay all costs and expenses related to the foregoing. This is a fully net Lease to the Lessor.

Section 7.03 Reports. On behalf of Lessor, Lessee shall, during the term of this Lease, submit on or before October 1 of each year to the Tennessee State Board of Equalization the annual report required to be submitted by it pursuant to Section 7-53-305 of the Act.

ARTICLE VIII  
Maintenance and Repair

Lessor shall not be required to rebuild or to make any repairs, replacements or renewals of any nature or description to the Leased Property or to make any expenditures whatsoever in connection with this Lease or to maintain the Leased Property in any way. Lessee expressly waives the right contained in any law now or hereafter in effect to make any repairs at the expense of Lessor.

Lessee shall keep and maintain in good order, condition and repair (including any such repair as is required due to fire, storm or other casualty) the Leased Property and every part thereof and any and all appurtenances thereto. Lessee shall save Lessor harmless on account of claims for mechanics and materialmen's liens in connection with any work by Lessee, and any such liens shall exist only against Lessee's leasehold interest and shall be discharged, by bond or otherwise, within sixty (60) days after filing. Lessee shall keep and maintain the Leased Property in accordance with all directions, rules and regulations of the proper officials of the government agencies having jurisdiction, at the sole cost and expense of Lessee. Lessee shall be entitled to receive all proceeds of casualty insurance relating to any damage or destruction of any portion of the Leased Property.

ARTICLE IX  
Condemnation

If during the Term, all or any part of the Leased Property be taken by the exercise of the power of eminent domain or condemnation, Lessee shall be entitled to and shall receive the entire award for the taking. If title to or control of all of the Leased Property shall be taken by the exercise of the power of eminent domain or condemnation, or if such use or control of a substantial part of the Leased Property shall be taken as to result in rendering a substantial part of the Leased Property untenable or of materially reduced value to Lessee, Lessee may terminate this Lease and exercise the purchase option purchase to Article XIV by giving written notice to the Lessor and thereafter shall have no further liability hereunder except as specifically provided herein, provided, as a condition of such termination, Lessor may require Lessee to remove all or a portion of the improvements from the remaining portion of the Leased Property.

ARTICLE X  
Insurance and Indemnification

Section 10.01 Insurance. Lessee shall at Lessee's sole expense carry commercial general liability insurance covering the Leased Property and the use and occupancy of the same in a company or companies licensed to do business in Tennessee under a policy satisfactory to Lessor both as to amount and coverage and shall provide evidence of same to Lessor. Lessor shall be listed as an additional insured on such policy. Lessee shall also insure all improvements on the Leased Property at their full replacement value, with Lessor being included as an additional insured, and Lessee shall provide evidence of same to Lessor. Each policy described above shall not be canceled without first giving Lessor not less than thirty (30) days prior written notice. Lessee shall provide to Lessor evidence of all insurance policies contemplated by this Section, including, upon request, annual certificates of continued coverage.

Section 10.02 Indemnification. Lessee covenants and agrees, at its expense, to pay, and to indemnify and save Lessor and its directors, agents and employees (collectively, the "Indemnified Parties") harmless against and from any and all claims by or on behalf of any person, firm, corporation, or governmental authority, arising from the occupation, use, possession, conduct or management of or from any work or activity done in or about the Leased Property or from the subletting of any part thereof, including any liability for violation of conditions, agreements, restrictions, laws, ordinances, or regulations affecting the Leased Property or the occupancy or use thereof. Lessee also covenants and agrees, at its expense, to pay, and to indemnify and save the Indemnified Parties harmless against and from, any and all claims, costs or expenses arising from (i) any condition, including any environmental condition, now existing or hereafter arising, on the Leased Property, (ii) any breach or default on the part of Lessee in the performance of any covenant or agreement to be performed by Lessee pursuant to this Lease, (iii) any act or negligence of Lessee, or any of its agents, contractors, servants, employees or licensees, (iv) the failure of the Acquisition Deed to convey title to the Leased Land to Lessor on the date hereof other than as described in the Acquisition Deed, (v) any disputes, demands or claims related to the title of the Leased Land or any liens or other encumbrances affecting the Leased Land (other than claims originating from an action in violation of Section 6.01 hereof), or (vi) any accident, injury or damage whatever caused to any person, firm or corporation in or about the Leased Property and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this Section. In the event that any action or proceeding is brought against any Indemnified Party by reason of any such claims, Lessee, upon notice from such Indemnified Party, covenants to resist or defend such action or proceeding. Notwithstanding anything in this Lease to the contrary, Lessee shall not be required to indemnify any of the Indemnified Parties in the event of any acts of willful misconduct or intentional misconduct of any of the Indemnified Parties. The indemnification provided shall survive termination of this Lease.

Section 10.03 Limitation of Liability. Notwithstanding anything in this Lease to the contrary, this Lease and the obligations of Lessor hereunder shall be non-recourse as to Lessor, and Lessor shall have absolutely no personal or individual liability with respect to any of the terms, covenants and conditions of this Lease. Lessee hereby expressly agrees that it shall look solely to the equity of Lessor or its successor(s) interest in the Leased Premises for the satisfaction of any remedy of Lessee in the event of any breach by Lessor of any of the terms covenants and conditions of this Lease. This exculpation of Lessor's personal liability is absolute and without any exception whatsoever. Lessee acknowledges that Lessor is a governmental entity and is subject to the protection of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated § 29-20-101 through 29-20-408 (as amended from time to time), and nothing contained herein shall constitute a waiver or release of Lessor's rights and protections under said Act.

## ARTICLE XI

### Renovations, Replacements and Alterations of Property

Lessee shall have the right to construct buildings and other improvements and place tangible personal property on the Leased Land from time to time and to make additions to, replacements of and alterations of any such buildings and improvements and any existing buildings, improvements and personal property. All work done in connection with such additions, alterations, replacements, improvements or construction shall be done promptly, and in good and workmanlike manner, and in compliance with all applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and offices thereof. Lessee shall maintain or cause to be maintained, at all times when any work is in process in connection with such additions, alterations, improvements or construction, workmen's

compensation insurance covering all persons employed in connection with such work and with respect to whom death or bodily injury claims could be asserted against Lessor, Lessee or the Leased Property.

Lessee covenants and agrees at its expense to cause the renovation of the existing building and structures located and the installation of the Leased Personal Property on the Leased Land. In connection therewith, Lessee agrees to incur capital expenditures for the Project in an aggregate amount of not less than \$268,000,000.00. It is understood and agreed that all improvements, machinery, equipment or fixtures from time to time placed on the Leased Land, shall become the property of Lessor and part of the Leased Property, subject to the purchase option set forth in Article XIV.

The Lessor shall not be under any obligation to renew, repair or replace any inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary machinery or equipment constituting a part of the Project. In any instance where the Lessee in its sole discretion determines that any items of such machinery or equipment have become inadequate, obsolete, undesirable or unnecessary, the Lessee may remove such items of machinery or equipment and (on behalf of the Lessor) sell, trade-in, exchange or otherwise dispose of them (as a whole or in part).

## ARTICLE XII Subletting and Assignments

Section 12.01 Assignment or Subleasing. This Agreement may be assigned and the Property be subleased, as a whole or in part, (including collateral assignments, leasehold mortgages and similar pledges) by the Lessee without the prior written consent of the Board provided that:

Unless authorized in writing by the Lessor, no assignment or subleasing shall relieve the Lessee from primary liability for any of its obligations hereunder, and, in the event of any such assignment or subleasing, the Lessee shall continue to remain primarily liable for performance and observance of the agreements on its part herein and the PILOT Agreement provided to be performed and observed by it to the same extent as though no assignment or subleasing had been made. The assignee or sublessee shall assume the obligations of the Lessee hereunder to the extent of the interest assigned or subleased.

## ARTICLE XIII Events of Default; Termination

If any one or more of the following events (herein called "Events of Default") shall happen:

- (a) if Lessee fails to maintain the commercial general liability insurance required by Section 10.01 after being given notice of such failure and not curing such failure within ten (10) days of receipt of such notice; or
- (b) if default shall be made in the due and punctual payment of any payment due pursuant to this Agreement, and such default shall continue for more than thirty (30) days after Lessee's receipt of written notice of such default to Lessee from Lessor; or
- (c) an Event of Default shall occur under the PILOT Agreement and such default shall continue for more than thirty (30) days after Lessee's receipt of written notice of such default to Lessee from Lessor; provided, however, if the circumstance or condition constituting an Event of Default cannot reasonably be cured within thirty (30) days after receipt of such written notice, then the Company shall have such additional time as may be reasonable under the circumstances to cure or remedy such Event of



Default before KEDB shall be entitled to exercise rights and remedies with respect to such Event of Default.

then in any such event Lessor at any time thereafter and while such Event of Default shall continue may give a written termination notice to Lessee, which notice shall specify the nature of the Event of Default and a date of termination of this Lease not less than sixty (60) days after the giving of such notice. Upon such termination, Lessor shall have the right, but not the obligation, to enter upon the Leased Property and repossess the Leased Property. This termination right is subject to Lessee's right to purchase the Leased Property pursuant to Section 14.01 and at any time during or within 30 days after the term of this Lease, Lessee may exercise its right in Section 14.01 to purchase the Leased Property without regard to whether an Event of Default has occurred.

#### ARTICLE XIV Purchases and Purchase Prices

Section 14.01 Option to Purchase. Lessee shall have an irrevocable and exclusive option to purchase the Leased Property as a whole or any part thereof at any time during the Term or within thirty (30) days after the termination or expiration of the Lease for the amount provided in Section 14.03. To exercise such option Lessee shall (i) give Lessor at least ten (10) business days' prior written notice of its intent to exercise any option granted pursuant to this Section 14.01, which notice shall state the purchase date, and (ii) comply with the provisions of Section 14.03 hereof. The option to be exercised by Lessee hereunder may be exercised whether or not a default or Event of Default has occurred hereunder.

Section 14.02 Granting of Easements. From time to time during the Term, Lessee shall have the right, at Lessee's expense, to cause Lessor (i) to grant easements affecting the Leased Land, (ii) to dedicate or convey, as required, portions of the Leased Land for road, highway and utilities and other public purposes, and (iii) to execute petitions to have the Leased Land or portions thereof annexed to any municipality or included within any utility, highway or other improvement or service district. Lessor shall also promptly execute and deliver estoppels, joinders, non-disturbance agreements and other documents required in connection with Lessee's use, financing, and refinancing of the Leased Property.

#### Section 14.03 Exercise of Option.

To exercise any option contained in Section 14.01, Lessee shall pay, or cause to be paid, on or prior to the purchase date, as the purchase price the sum of (i) \$1.00 plus (ii) any other amounts that are then due or that have accrued under this Lease (including, without limitation, any amounts due upon termination or expiration of this Lease).

On the purchase date for the purchase of the Leased Property pursuant to Section 14.01, this Lease shall terminate and Lessor shall convey Lessor's interest in the Leased Property to Lessee (or its assigns) by quitclaim deed, assignment of lease or bill of sale, as the case may be, without warranty of any type regarding title and condition of the Property. The form of the quitclaim deed, assignment of lease and bill of sale to which property will be conveyed pursuant to this Section shall be in the forms attached hereto as collective Exhibit B. Lessee shall pay all expenses relating to such conveyance.

#### ARTICLE XV Miscellaneous

Section 15.01 Applicable Law. This Lease shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Tennessee.

Section 15.02 Severability. In the event that any clause or provision of this Lease shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 15.03 Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Lease shall be in writing, and shall be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by a nationally recognized overnight courier service, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

To the Lessor:

The Industrial Development Board of the City of Kingsport, Tennessee  
400 Clinchfield Street, Suite 100  
Kingsport TN 37660  
Attention: Chairman

To the Lessee:

Eastman Chemical Company  
P.O. Box 511  
Kingsport, Tennessee 37662  
Attention: Vice President Corporate Tax

Section 15.04 Headings and References. The headings in this Lease are for convenience of reference only and shall not define or limit the provisions thereof. All references in this Lease to particular Articles or Sections are references to Articles or Sections of this Lease, unless otherwise indicated.

Section 15.05 Successors and Assigns. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 15.06 Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 15.07 Expenses. Lessee shall pay all costs and expenses of Lessor in connection with the preparation, negotiation and execution of this Lease and the PILOT Agreement and the performance thereof, including the reasonable fees and expenses of Lessor's attorneys. In addition, in the event that Lessor shall be required to engage legal counsel for the performance or enforcement of any of the terms of this Lease of the PILOT Agreement, whether or not such employment shall require institution of suit or other legal services required to secure compliance on the part of Lessee, Lessee shall be responsible

for and shall promptly pay to Lessor the reasonable value of said attorneys' fees, and any other reasonable expenses incurred by Lessor as a result of such default.

Section 15.08 No Liability of Officers, Etc. No recourse under or upon any obligation, covenants or agreement contained in this Lease shall be had against any incorporator, members, director or officer, as such, past, present or future, of Lessor, either directly or through the Lessor. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by Lessee as a condition of and consideration for the execution of this Lease.

Section 15.09 No Liability of City, County, Officers, Etc. The City, County and the officers and agents of the City and County shall not in any event be liable for the performance of any obligation or agreement of any kind whatsoever herein, and none of the agreements or obligations of Lessor contained in this Lease or otherwise shall be construed to constitute an indebtedness of the City, County or the officers or agents of the City or County, within the meaning of any constitutional or statutory provision whatsoever.

Section 15.10 Limitation of Liability. Notwithstanding any other provision hereof, Lessor's liability hereunder shall be limited to its interest in the Leased Property and the payments to be made pursuant to this Lease, and Lessee shall not have any recourse against any other assets of Lessor.

Section 15.11 Cost-Benefit Analysis. Attached hereto as Exhibit C is the analysis of the costs and benefits of the payment-in-lieu of tax provisions of this Lease required by Tennessee Code Annotated Section 7-53-305(b).

Section 15.12 Memorandum of Lease. Attached hereto as Exhibit D is the form of Memorandum of Lease to be recorded with the Register of Deeds of Sullivan County, Tennessee.

[Signatures appear on following page.]

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the date and year first above written.

THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE CITY OF KINGSPORT, TENNESSEE

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

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF TENNESSEE :  
:ss.  
COUNTY OF SULLIVAN :

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid state and county, \_\_\_\_\_, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Chairman of The Industrial Development Board of the City of Kingsport, Tennessee, the within-named bargainor, a corporation, and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by himself as Chairman.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

EASTMAN CHEMICAL COMPANY  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TENNESSEE :  
:SS.  
COUNTY OF SULLIVAN :

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid state and county, \_\_\_\_\_, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the \_\_\_\_\_ of EASTMAN CHEMICAL COMPANY, the within-named bargainor, a corporation, and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by himself/herself as \_\_\_\_\_.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**LEASE EXHIBIT A**  
**EASTMAN CHEMICAL METHANOLYSIS PLANT**

Being a Lease located in the Eleventh Civil District of Sullivan County Tennessee, lying north of John B. Dennis Highway and southwest of the centerline intersection of Lincoln Street and John B. Dennis Highway, said Lease Area being a portion of Parcel 2.00 as shown on Tax Map 61K, Group "E", and being known as a portion of Eastman Chemical property, as recorded in Deed Book 965c, Page 343, and being more particularly described as follows:

**LEASE AREA 1**

Commencing at a point in the southwest corner of Lease Area 2, said point being South 83 deg. 15 min. 37 sec. West, 1924.4 feet from the centerline intersection of Lincoln Street and John B. Dennis Highway, said point also being North 08 deg. 22 min. 30 sec. East, 99.43 feet from Eastman survey control monument No. 17 (bearings and distances are relative to Eastman Plant Control Monuments No. 17 & 83 having a bearing of North 00 deg. 40 min. 51 sec. West from No. 17 to 83);

Thence, along Lease Area 2, North 00 deg. 00 min. 00 sec. East, 180.00 feet to a point;

Thence, leaving Lease Area 2 along a tie line, North 00 deg. 00 min. 00 sec. East, 290.00 feet to the point of Beginning of Lease Area 1;

Thence, along Lease Area 1 the following 8 calls, North 00 deg. 00 min. 00 sec. East, 386.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. East, 185.00 feet to a point;

Thence, South 00 deg. 00 min. 00 deg. East, 230.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. East, 130.00 feet to a point;

Thence, South 00 deg. 00 min. 00 sec. East, 75.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. West, 130.00 feet to a point;

Thence, South 00 deg. 00 min. 00 sec. West, 81.00 feet to a point;

Thence, South 90 deg. 00 min. 00 sec. West, 185.00 feet to the point of Beginning.

Containing 81,160 square feet or 1.863 acres as shown on exhibit prepared by Barge Design Solutions, inc. Bearing File No. 37427-06.

## **LEASE AREA 2**

Beginning at a point in the southwest corner of Lease Area 2, said point being South 83 deg. 15 min. 37 sec. West, 1924.4 feet from the centerline intersection of Lincoln Street

and John B. Dennis Highway, said point also being North 08 deg. 22 min. 30 sec. East, 99.43 feet from Eastman survey control monument No. 17 (bearings and distances are relative to Eastman Plant Control Monuments No. 17 & 83 having a bearing of North 00 deg. 40 min. 51 sec. West from No. 17 to 83);

Thence, along the Lease Area the following 4 calls, North 00 deg. 00 min. 00 sec. East, 180.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. East, 175.00 feet to a point;

Thence, South 00 deg. 00 min. 00 sec. East, 180.00 feet to a point;

Thence, South 90 deg. 00 min. 00 sec. West, 175.00 feet to the point of Beginning.

Containing 31,500 square feet or 0.723 acres as shown on exhibit prepared by Barge Design Solutions, Inc. Bearing File No. 37427-06.

LEASE EXHIBIT B

THIS ASSIGNMENT OF GROUND LEASE ("Assignment") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, a public not-for-profit corporation organized under the laws of the State of Tennessee, LLC, ("Assignor") and EASTMAN CHEMICAL COMPANY, a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor is the tenant under the lease described on Exhibit "A" attached hereto (the "Lease"); and

WHEREAS, Assignor desires to execute this Assignment for the purposes of assigning to Assignee all of Assignor's right, title and interest in, to and under the Lease, as more particularly set forth herein; and

WHEREAS, Assignee desires to accept the assignment of Assignor's right, title and interest in, to and under the Lease.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in, to and under the Lease.
2. Assignee hereby indemnifies and saves Assignor harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever relating to the Lease to the extent the same result from Assignee's failure to pay or perform any obligations under the Lease that are payable or performable during the term of the Lease.
3. Assignee hereby accepts the foregoing assignment and hereby assumes all terms, covenants and conditions of the Tenant under the Lease subject to Assignee's indemnification of Assignor as provided in Paragraph 2.
4. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.



IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized representatives to execute this Assignment as of the date first written above.

**ASSIGNOR:**

THE INDUSTRIAL DEVELOPMENT  
BOARD OF THE CITY OF KINGSPORT,  
TENNESSEE, a public corporation

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

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

STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the \_\_\_\_\_ of EASTMAN CHEMICAL COMPANY, the within named bargainor, a Delaware corporation, and that he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as \_\_\_\_\_.

WITNESS my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ASSIGNEE:**

EASTMAN CHEMICAL COMPANY, a  
Delaware corporation

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

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

STATE OF TENNESSEE :

:

COUNTY OF SULLIVAN :

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chairman of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, the within named bargainor, a public not-for-profit corporation, and that he, as such Chairman, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as Chairman.

WITNESS my hand and seal at office in Kingsport, Tennessee, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, as further set forth and described in that certain Payment in Lieu of Tax Agreement dated as of \_\_\_\_\_, 2021, (the "PILOT Agreement") and that certain Lease Agreement dated as of \_\_\_\_\_, 2021, (the "Lease Agreement"), made by and between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, ("Assignor") and EASTMAN CHEMICAL COMPANY, ("Assignee"), the undersigned Assignor, pursuant to the PILOT Agreement and Lease Agreement, does hereby sell, transfer, assign and convey to Assignee all of Assignor's right, title and interest in and to: all machinery, equipment and other tangible personal property that is installed or otherwise located on or about or used in connection with the Real Property as defined in the Lease Agreement at any time during the Term of the Lease Agreement, together with all replacements and substitutions therefore, all as more particularly described on Schedule One attached hereto.

Such assets, properties and interest as shown on Schedule One are transferred, sold and conveyed to Assignee AS IS, WHERE IS AND with all faults, without any express or implied warranty or representation as to physical condition, merchantability, fitness for a particular purpose, or any other matter; provided, however, Assignor hereby warrants and represents to Assignee that Assignor has taken no actions to impair title to such assets, properties and interests.

IN WITNESS WHEREOF, the undersigned company has caused this Bill of Sale to be executed and delivered by its duly authorized officer effective as of \_\_\_\_\_, 2021

**ASSIGNOR:**

**EASTMAN CHEMICAL COMPANY**

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

**Its:** \_\_\_\_\_

**ASSIGNEE:**

**THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE CITY OF KINGSPORT, TENNESSEE**

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

**Its:** \_\_\_\_\_

**Schedule One**

**Equipment List**

## LEASE EXHIBIT C

### Cost-Benefit Analysis

<b>Cost Versus Benefit Analysis for Payment In Lieu of Ad Valorem Tax</b>												
This form should be included with every PILOT agreement submitted to the Comptroller's Office at <a href="https://www.comptroller.tn.gov/boards/state-board-of-equalization/sboe-services/property-tax-incentive-programs.html">https://www.comptroller.tn.gov/boards/state-board-of-equalization/sboe-services/property-tax-incentive-programs.html</a>												
Instructions: Complete fields shaded gray. Additional comments and information about costs or benefits associated with the project may be attached.												
Date:		Person Completing the Form: <u>Elaine Bodenweiser</u> Title: <u>CFO</u>										
Lessor:		<u>The Industrial Development Board Of The City Of Kingsport, Tennessee</u>										
Lessee:		<u>Eastman Chemical Company</u>										
Describe Abatement Term:		<u>Annual declining 10-year abatement. See attached schedule.</u>										
Lease Term Begin Date:		<u>1/1/23</u>				Lease Term End Date: <u>12/31/32</u>						
Comments/Description:		<u>Eastman seeks to build a plastic-to-plastic molecular recycling facilities using a process known as methanolysis using</u>										
Industry Group (drop down box):		<u>31-33 Manufacturing</u>										
NAICS Code (drop down box):		<u>325190 Other basic organic chemical manufacturing</u>										
Step 1	<u>85</u> Number of New Jobs	x	<u>\$32.69</u> Average Hourly Wage	x	<u>2080</u> Hours	=	<u>\$5,779,592</u> Direct Income	x	3.256 Earnings multiplier*	<u>\$18,815,462</u> Total New Direct, Indirect & Induced Income		
Step 2	<u>85</u> Number of New Jobs	x	3.8999 Employment multiplier*	=	<u>331.5</u> Total Number of New Direct, Indirect & Induced Jobs							
Step 3	<u>\$18,815,462</u> Direct, Indirect & Induced Income	x	0.0942	=	<u>\$1,772,416</u> New Total Annual State Tax	x	.606*	=	<u>\$1,074,084</u> New Annual State Sales Tax	x	0.162 Local Sales Tax	<u>\$174,002</u> New Annual Local Sales Tax
Total New Direct, Indirect & Induced Jobs:		<u>331.5</u>										
Total Direct, Indirect & Induced Income:		<u>\$ 18,815,461.76</u>										
Total of New Annual State & Local Sales Tax:		<u>\$ 1,248,086.07</u>										
Estimated Project Cost:												
Personal Property:		<u>\$ 230,000,000.00</u>										
Real Property:		<u>\$ 38,000,000.00</u>										
Total Project Cost:		<u>\$ 268,000,000.00</u>										
First Full Year of Service*												
PILOT Payment County:		<u>Sullivan County, TN</u>										
PILOT Payment City:		<u>City of Kingsport, TN</u>										
* Please attach essential terms relating to PILOT, including term and method of calculation.												
Clawback? Yes or No:		<u>Yes</u>										
Delegation Resolution(s)												
Date of County Resolution:		<u>N/A</u>										
Date of City Resolution:		<u>2/16/21</u>										
*RIMS II employment and income multipliers for the State of Tennessee										Revised 1/29/19 (CERT)		

Cost Benefit Analysis Addendum of Essential Terms

For tax years 2021 and 2022, Company shall make a payment in lieu of ad valorem taxes ("PILOT Payment") on the Real Property and Personal Property, in an amount equal to the property taxes that would have been payable if said Real Property and Personal Property were subject to City and County property taxes without reduction. Beginning with the 2023 tax year and each and every subsequent tax year through 2032, a PILOT Payment on the Real Property and Personal Property shall be made in amount equal to the property taxes that would have been payable to the City and County if said Real Property and Personal Property were subject to City and County property taxes without reduction multiplied by the following percentage for each applicable tax year:

2023	14%
2024	20%
2025	30%
2026	40%
2027	50%
2028	60%
2029	70%
2030	80%
2031	90%
2032	100%

However, when the difference between (i) the combined cumulative total of the annual PILOT Payments due and payable under this Agreement and (ii) the combined cumulative total of the annual City and County property taxes which would have been due and payable on the Real Property and Personal Property if said property were subject to property taxes without reduction reaches or exceeds \$10,500,000 then this Agreement shall terminate effective as of the first day of the following tax year. The PILOT payments due hereunder shall be paid directly to the City of Kingsport and Sullivan County, Tennessee for their respective portions of the PILOT Payments due hereunder.

LEASE EXHIBIT D  
MEMORANDUM OF LEASE

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** (the "Memorandum") is made as of October 29, 2021, by and between **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE**, a public nonprofit corporation organized under Tennessee law (herein "Lessor") and **EASTMAN CHEMICAL COMPANY**, a Delaware corporation (herein "Lessee")

**RECITALS:**

- A. Lessor is the prime ground lessee of those tracts/parcels of land described on Exhibit A attached hereto and incorporated herein by reference (the "Land").
- B. Pursuant to a Lease dated October 29, 2021 (the "Lease"), Lessee has leased the Land from Lessor.
- C. Lessor and Lessee desire to place this Memorandum of record in the Register's Office for Sullivan County at Blountville, Tennessee in order to provide record notice to third parties of Lessee's leasehold estate in and to the Land.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby contract and agree as follows:

- 1. Pursuant to the terms and conditions of the Lease, Lessor has leased to Lessee, and Lessee has accepted and leased from Lessor, the Land.
- 2. The term of the Lease shall run from October 29, 2021 through December 31, 2032
- 3. Pursuant to the terms and conditions of the Lease, Lessor has the option to purchase the Land and all improvements thereon, and all of Lessor's right, title and interest therein, at any time during the term of the Lease or within thirty (30) days after the termination or expiration of the Lease.
- 4. This Memorandum contains only selected provisions of the Lease and reference is made to the full text of the Lease for the full statement of applicable terms and conditions.



Any capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to such terms under the Lease. This Memorandum of Lease shall not, in any way, amend or supersede the terms and conditions of the Lease. In the event of any conflict between the terms and conditions of this Memorandum of Lease and the Lease, the Lease shall control.

5. Any notices or inquiries may be directed as follows:

To the Lessor:

The Industrial Development Board of the City of Kingsport, Tennessee  
400 Clinchfield Street, Suite 100  
Kingsport TN 37660  
Attention: Chairman

To the Lessee:

Eastman Chemical Company  
P.O. Box 511  
Kingsport, Tennessee 37662  
Attention: Vice President Corporate Tax

*[Signatures on Following Pages]*

**IN WITNESS WHEREOF**, Lessor and Lessee have duly executed this Memorandum by and through their respective duly authorized officers as of the date first set forth above.

**THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE CITY OF KINGSPORT, TENNESSEE**

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

Name:

\_\_\_\_\_

Chairman

ATTEST:

\_\_\_\_\_

Secretary

**STATE OF TENNESSEE  
COUNTY OF SULLIVAN**

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chairman of **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE**, the within named bargainor, a public nonprofit corporation organized under Tennessee law, and that he as such Chairman executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chairman.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

[Signature Page to Memorandum of Lease]

**EASTMAN CHEMICAL COMPANY**

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

\_\_\_\_\_

\_\_\_\_\_

Name:

Title:

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the \_\_\_\_\_ of **EASTMAN CHEMICAL COMPANY**, the within named bargainor, a Delaware corporation, and that he/she as such \_\_\_\_\_ executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as \_\_\_\_\_.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**MEMORANDUM OF LEASE EXHIBIT "A"**  
**EASTMAN CHEMICAL METHANOLYSIS PLANT**

Being a Lease located in the Eleventh Civil District of Sullivan County Tennessee, lying north of John B. Dennis Highway and southwest of the centerline intersection of Lincoln Street and John B. Dennis Highway, said Lease Area being a portion of Parcel 2.00 as shown on Tax Map 61K, Group "E", and being known as a portion of Eastman Chemical property, as recorded in Deed Book 965c, Page 343, and being more particularly described as follows:

**LEASE AREA 1**

Commencing at a point in the southwest corner of Lease Area 2, said point being South 83 deg. 15 min. 37 sec. West, 1924.4 feet from the centerline intersection of Lincoln Street and John B. Dennis Highway, said point also being North 08 deg. 22 min. 30 sec. East, 99.43 feet from Eastman survey control monument No. 17 (bearings and distances are relative to Eastman Plant Control Monuments No. 17 & 83 having a bearing of North 00 deg. 40 min. 51 sec. West from No. 17 to 83);

Thence, along Lease Area 2, North 00 deg. 00 min. 00 sec. East, 180.00 feet to a point;

Thence, leaving Lease Area 2 along a tie line, North 00 deg. 00 min. 00 sec. East, 290.00 feet to the point of Beginning of Lease Area 1;

Thence, along Lease Area 1 the following 8 calls, North 00 deg. 00 min. 00 sec. East, 386.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. East, 185.00 feet to a point;

Thence, South 00 deg. 00 min. 00 deg. East, 230.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. East, 130.00 feet to a point;

Thence, South 00 deg. 00 min. 00 sec. East, 75.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. West, 130.00 feet to a point;

Thence, South 00 deg. 00 min. 00 sec. West, 81.00 feet to a point;

Thence, South 90 deg. 00 min. 00 sec. West, 185.00 feet to the point of

Beginning.

Containing 81,160 square feet or 1.863 acres as shown on exhibit prepared by Barge Design Solutions, inc. Bearing File No. 37427-06.

## **LEASE AREA 2**

Beginning at a point in the southwest corner of Lease Area 2, said point being South 83 deg. 15 min. 37 sec. West, 1924.4 feet from the centerline intersection of Lincoln Street

and John B. Dennis Highway, said point also being North 08 deg. 22 min. 30 sec. East, 99.43 feet from Eastman survey control monument No. 17 (bearings and distances are relative to Eastman Plant Control Monuments No. 17 & 83 having a bearing of North 00 deg. 40 min. 51 sec. West from No. 17 to 83);

Thence, along the Lease Area the following 4 calls, North 00 deg. 00 min. 00 sec. East, 180.00 feet to a point;

Thence, North 90 deg. 00 min. 00 sec. East, 175.00 feet to a point;

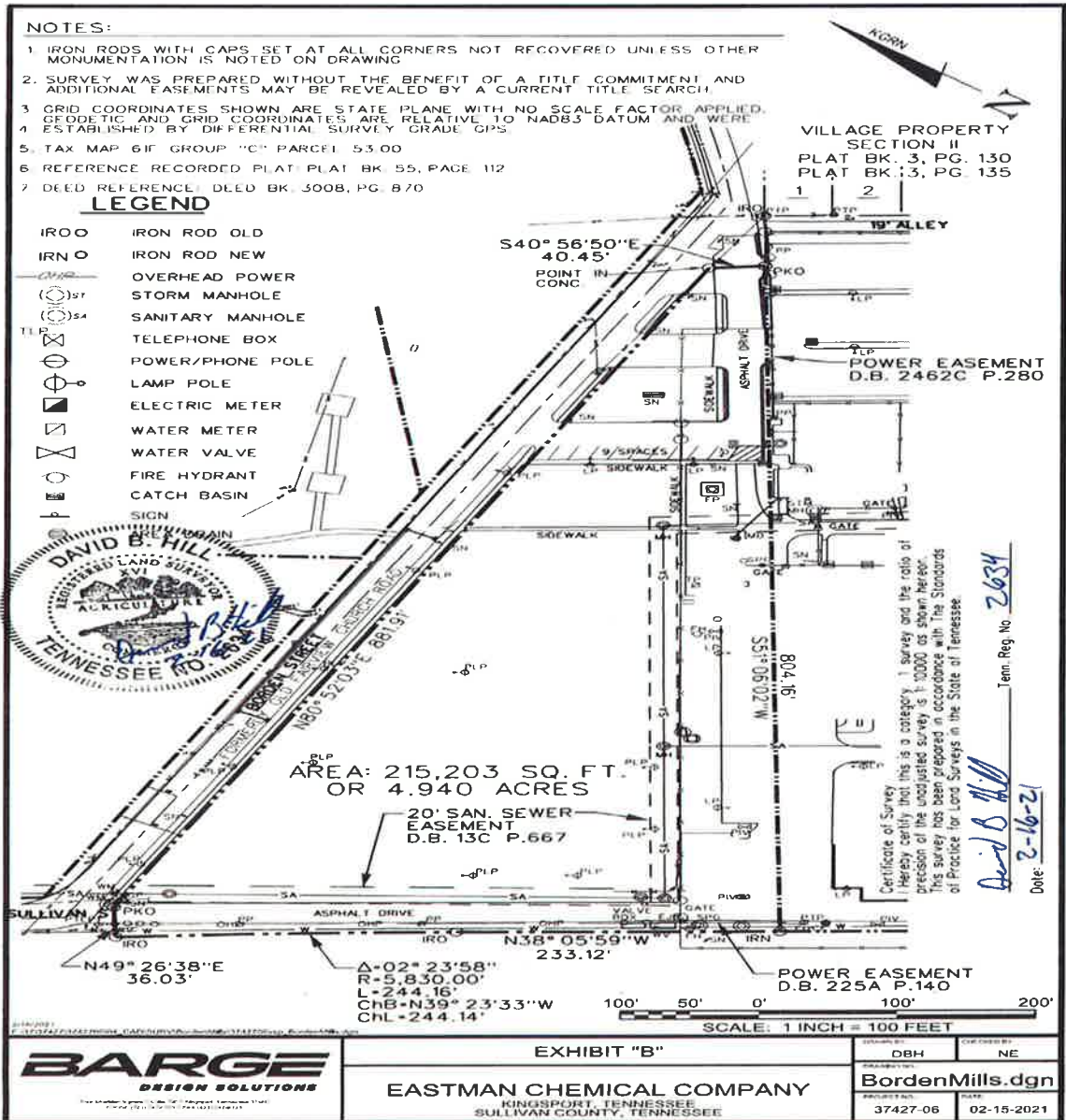
Thence, South 00 deg. 00 min. 00 sec. East, 180.00 feet to a point;

Thence, South 90 deg. 00 min. 00 sec. West, 175.00 feet to the point of Beginning.

Containing 31,500 square feet or 0.723 acres as shown on exhibit prepared by Barge Design Solutions, Inc. Bearing File No. 37427-06.

# EXHIBIT "H"

## DESCRIPTION OF BORDEN MILL PROPERTY



Being a tract of located in the Eleventh Civil District of Sullivan County Tennessee, lying north of CSX Rail Road and southeast of the centerline intersection of Sullivan Street and Borden Street, said Tract being a portion of Parcel 53.00 as shown on Tax Map 61F, Group "C", and being known as a portion of Eastman Chemical Company property, as recorded in Deed Book 3008, Page 870, and being more particularly described as follows:

Beginning at an iron rod found in the northern right-of-way of CSX Rail Road and the southwestern right-of-way of Sullivan Street, said point being the most northwestern corner of Eastman Chemical Company property;

Thence, along the right-of-way line of Sullivan Street, North 49 deg. 26 min. 38 sec. East, 36.03 feet to an PK Nail found in the southern right-of-way of Borden Street;

Thence, along the right-of-way of Borden Street the following 2 calls, North 80 deg. 52 min. 03 sec. East, 881.91 feet to a Punch Point in a concrete island;

Thence, South 40 deg. 56 min. 50 sec. East, 40.45 feet to an PK Nail found;

Thence, leaving the said right-of-way along the proposed severance line, South 51 deg. 06 min. 02 sec. West, 804.16 feet to an iron rod set in the northern right-of-way line of CSX Rail Road;

Thence, leaving the said proposed severance line along the CSX Rail Road right-of-way the following 2 calls, North 38 deg. 05 min. 59 sec. West, 233.12 feet to an iron rod found;

Thence, 244.16 feet along a curve to the left having a radius of 5830.00 feet and a chord bearing distance of North 39 deg. 23 min. 33 sec. West, 244.14 feet to the point of Beginning.

Containing 215,203 square feet or 4.940 acres as shown on exhibit prepared by Barge Design Solutions, Inc. Bearing File No. 37427-06.

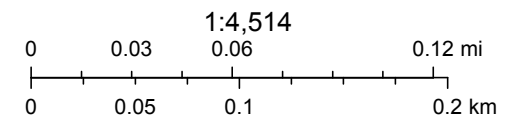


# Subject Property



12/16/2021, 1:03:11 PM

Hawkins County Parcels	Railroad_ROW	Sullivan County Parcels	Railroad_ROW	Washington County Parcels
Lake_Pond	River	Lake_Pond	River	Lake_Pond
Parcel_Conflict	Street_ROW	Parcel_Conflict	Street_ROW	Parcel_Conflict
Parcels		Parcels		Parcels







## AGENDA ACTION FORM

### **Consideration of a Resolution Approving a Professional Services Agreement with Barge Design Solutions for the Second Phase of the Scott Adams Memorial Skate Park Complex for Professional Design Services**

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

Action Form No.: AF-344-2021  
 Work Session: December 20, 2021  
 First Reading: N/A

Final Adoption: December 21, 2021  
 Staff Work By: Kitty Frazier  
 Presentation By: M. Borders

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

The first phase of the Scott Adams Memorial Skate Park Complex is expected to be completed in spring of 2022. The proposed agreement with Barge, Waggoner, Sumner & Cannon (now known as Barge Design Solutions) in the amount of \$149,100.00 (\$110,880.00 for Design \$38,220.00 Post Design Work) is for design, bidding, and construction services for Phase 2 (Bike Pump Track) of the Scott Adams Memorial Skatepark Complex. The proposed estimated design schedule is approximately 27 weeks from the execution of the agreement. It is the recommendation of staff that an agreement be entered into with Barge Design Solutions for these services that are necessary for the continued development of the Scott Adams Memorial Skate Park Complex.

Funds are available in GP-2204.

#### **Attachments:**

1. Resolution
2. Barge Design Solutions Proposal

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 APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SERVICES FOR PHASE 2 OF THE NEW SCOTT ADAMS SKATE PARK COMPLEX AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Barge Design Solutions has conducted public input meetings and prepared preliminary schematics for the new Scott Adams Skatepark Complex; and

WHEREAS, Phase 2 of the project is for the design, bidding, and construction of the bike pump track, and a professional services agreement with Barge Design will allow project development to continue; and

WHEREAS, the cost for the design, bidding, and construction services is \$149,100.00 and funding is available in GP-2204.

Now therefore,

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

SECTION I. That a professional service agreement with Barge Design Solutions for Phase 2 of the new Scott Adams Skatepark Complex for the design, bidding, and construction phase of the project 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 Barge Design Solutions for Phase 2 of the new Scott Adams Skatepark Complex for the design, bidding, and construction phase of the project 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.

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 21st day of December, 2021.

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PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



December 13, 2021

Mr. Michael Borders  
Assistant City Manager  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660

RE: Scott Adams Memorial Skatepark Complex – Phase 2

Dear Mr. Border:

Barge Design Solutions, Inc. (Barge) encloses the details of our proposal and scope of work (Attachment A) for design, bidding and construction phase services for Phase 2 development of the Scott Adams Memorial Skatepark Complex.

If we have not fully addressed your project requirements, or if you have other questions regarding the proposal, please advise us immediately by calling (423) 247-5525.

Barge can also provide additional services not included in this proposal. We can amend the executed Professional Services Agreement at any time for this purpose.

Sincerely,

**Barge Design Solutions, Inc.**

A handwritten signature in blue ink that reads "Jennifer A. Salyer".

Jennifer A. Salyer  
Project Manager

c: Kitty Frazier, City of Kingsport  
Nelson Elam, Barge Design Solutions, Inc.

Enclosures

Barge project # P952212

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Deliverables
- VII. Compensation

### **I. Project Description**

Barge Design Solutions, Inc. (Barge) is proposing to provide design, bidding and construction phase services for Phase 2 of the Scott Adams Memorial Skatepark Complex located on Brickyard Park Drive in Kingsport, TN (refer to Attachment B). Proposed Phase 2 improvements include the following program elements:

#### Program Elements

- 1. Expanded Parking Lot & Drop-off
- 2. Asphalt Pump Track
- 3. Expanded Pedestrian Entry Plaza
- 4. Skatepark Spectator Seating Area
- 5. Sidewalks
- 6. Plaza & Shade Structure
- 7. Parking Lot & Pump Track Lighting
- 8. Landscaping

### **II. Scope of Services**

Barge proposes the following Scope of Services related to the above-noted items.

#### **A. Task 1 – As-built Survey**

Barge will prepare an as-built topographic survey of the Phase 1 development area. The topographic survey will be prepared at an appropriate scale and relative to NAVD 88 elevations consistent with FEMA mapping. Contours will be shown at 1-foot intervals, with spot shots at 50-foot intervals taken to 0.01 foot on hard surfaces and drainage inverts and 0.1 foot on other surfaces. Utilities will be shown based on locations by Tennessee-One-Call and available mapping from local utilities.

#### **B. Task 2 – Design Services**

Barge will prepare design development and final construction documents suitable for bidding and constructing the proposed project improvements depicted in the conceptual

design drawing (Attachment B). The following is a summary of the various design disciplines and services required for developing the construction documents.

#### Pump Track Design and Coordination

Barge will contract with the pump track consultant, Progressive Bike Ramps (PBR), to provide design services for the proposed pump track. Barge will provide design coordination for the layout, grading and drainage of pump track related features with the other proposed site improvements.

#### Civil Engineering Design

##### *Site Layout and Details*

Barge will provide site layout drawings for the proposed improvements depicting layout, dimensions, material types, finishes, notes, and detail reference callouts. Barge will prepare construction details related to the proposed hardscape improvements.

##### *Grading and Drainage Design*

Barge proposes to provide site grading and drainage design for the site. This will include details for the driveways, curb, sidewalks, pavement, and base, designed to local specifications or geotechnical recommendations. Also included for the site will be inlet and pipe, size and location, drainage swales, and relevant spot elevations to achieve positive drainage. Barge will provide the appropriate specifications to perform the construction work.

##### *Phased Erosion Control/Stormwater Management System Design*

Barge will provide storm drainage management system design, including surface conveyance system, pipe conveyance system per the local requirements. The stormwater design will tie into the existing detention and water quality system. Stormwater calculations will be accomplished using approved methods. Temporary sediment ponds may be required as part of the project detention/erosion and sediment controls. The stormwater design will accommodate on-site drainage. A stormwater pollution prevention plan (SWPPP) will be prepared as required. Plans will also include erosion, sediment, and pollution controls using accepted Best Management Practices (BMP's). Barge will provide the appropriate specifications to perform the construction work.

#### Electrical Engineering Design

Barge will provide electrical engineering services for power and lighting for Phase 2 of the new park complex. The electrical and lighting design shall include:

- 1) Lighting and receptacles for a new prefabricated shade structure.
- 2) Electrical service and lighting control center for the new parking lot and site lighting will be provided.
- 3) Sports Field lighting will be included in the design of the pump track to match the Musco system provided for the skatepark.
- 4) Parking lot lighting will be included in the design. Lighting photometric calculations will be provided to meet IES and local requirements for illumination levels and

- uniformity. Spill and glare will also be evaluated. Light fixtures will match the existing fixtures and shall meet dark sky requirements.
- 5) Electrical details will be provided for concrete pole bases, pull-boxes, lighting controls, light fixtures and poles, and underground conduit.
  - 6) Electrical schedules will be provided for new panelboards to be located in the existing restroom building.

### Landscape Architectural Design

#### *Planting Design*

Barge will provide professional landscape architectural design services illustrating the proposed planting design for the site and other amenity areas as permitted by the budget. A site landscape plan will be developed. Barge will provide the appropriate specifications to perform the construction work. Plans will illustrate the following items:

1. Plant location
2. Plant type
3. Plant name (scientific and common)
4. Plant size
5. Notes
6. Details
7. Quantity

#### *Hardscape Design*

Provide professional landscape architectural design services illustrating the layout, specifications and construction details related to the proposed hardscape features for the project. Services will address the following design elements:

1. Pedestrian Entry Plaza
2. Sidewalks
3. Raised Planters & Seat Walls
4. Site Furnishings (benches, trash receptacles & picnic tables)

Plans will illustrate the following:

1. Material type and finishes
2. Dimensions and layout
3. Spot elevations and slopes
4. Notes, details, section, etc.

Specifications for noted items will be included.

### Opinion of Probable Construction Cost (OPCC)

Barge will refine and update the OPCC for the project developed during conceptual design.

In providing the OPCC, the Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's OPCC are made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.

### Meetings

Barge will conduct an initial Kick-off Meeting, one (1) Interim Coordination meeting and two (2) Client Review Meetings at the 60% and 90% submittals. Additional meetings can be provided on an hourly rate basis.

#### C. Task 3 – Permitting Services

Barge will provide the following permitting services:

1. Development Review – Barge will submit plans to the City's Engineering and Planning Departments for development review and approval.
2. TDEC SWPPP Coordination – Barge will prepare the SWPPP and Notice of Intent (NOI) and submit to TDEC.

#### D. Task 4 - Bid Administration

Barge will provide professional services related to supporting the Client during bidding and awarding of the construction contract for the work outlined above under Construction Documents. These services will begin upon the successful completion of final construction documents and will include the specific tasks as follows:

1. Coordinate and assist with advertisement and solicitation of bids.
2. Prepare and issue addendums as required during the bid phase.
3. Conduct and attend pre-bid meeting.
4. Prepare and issue meeting minutes of pre-bid meeting.
5. Respond to contractor questions.
6. Prepare bid tabulation.
7. Submit recommendation of award.

#### E. Task 5 - Construction Administration

Provide professional services related to construction administration of the project as outlined below. These services will begin at the pre-construction meeting. Specific items included are as follows:

1. Assist with the Pre-Construction Conference.
2. Assist with the preparation of meeting minutes of preconstruction meeting.
3. Review of up to two (2) reviews of contractor shop drawings, submittals, progress schedule, and schedule of values; monitor for performance during the contract period for items related to our scope of services.
4. Review, approve, and recommend payment of contractor monthly pay requests for items related to our scope of services.
5. Assist with monthly construction progress meeting and issue meeting minutes.
6. Assist with monthly site visits for an assumed four (4)-month construction period.
7. Provide support for the review of change order requests.
8. Provide necessary interpretations and clarifications of the contract documents.
9. Participate in punch list and final inspections.
10. Issue Certificate of Substantial Completion.
11. Assist with final project closeout.
12. Participate in City-required site visits as required for permit compliance.

### **III. Project Understandings, Assumptions, and Exclusions**



A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

1. Barge will have access to the site and adjoining areas, as required.
2. Construction duration is assumed to be four (4) months.
3. The total project budget (including construction, design, contingency & engineering) is assumed to be \$1,430,000.
4. Permit, recording fees, etc., are to be paid by the Client/Owner.
5. Design will not be phased, and one set of construction documents will be produced.
6. Appropriate sanitary sewer, water, gas, electric, and communication services are available to the site; offsite utility design services can be provided as an additional service.
7. There are no historical structures involved with the project.
8. The site is properly zoned, and rezoning or variance applications are not necessary.
9. Design fee is based upon the site plan (Attachment B). Modification or changing of the site plan may require additional services, depending upon the scope and timing of changes.
10. All environmental, property, land acquisition, and zoning issues are assumed to have been resolved.
11. The Phase 1 Geotechnical report will be utilized for the design of Phase 2 improvements.
12. Schedule is dependent upon the timely receipt of critical information, such as responses from regulatory authorities, and Owner/Contractor/Property Owners. Information to be provided by others will be received in a timely manner that corresponds to the civil engineering/site development project schedule. If the information is not received in a timely manner, then additional design fees may be required.
13. Any Special Waste Permit requirements from TDEC, as well as associated fees, are by the contractor or Client.

B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.

1. Public or stakeholder input
2. Additional meetings other than those listed in the Scope of Services.
3. Record drawing preparation based upon markups prepared by the general contractor
4. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.)
5. Preparation of multiple, separate construction contract packages
6. Site renderings
7. LEED certification
8. Zoning variance applications
9. Retaining wall design
10. Offsite utility design services
11. Wetlands and stream permitting, environmental studies and sinkhole disturbance permitting and other environmental reports, unless noted herein
12. As-built survey of Phase 2 construction, construction staking or foundation survey

#### IV. Time of Performance

Barge is prepared to begin upon receipt of a signed professional services agreement or written authorization to proceed. For planning purposes, Barge has prepared the following milestone schedule.

Tasks	Duration
<b>Design</b>	
1. Design Development (60%)	4 weeks
2. Client Review	1 week
3. Construction Documents (90%)	4 weeks
4. Client Review	1 week
5. Finalize Construction Documents per Client Comments	2 weeks
6. Development Review & Approval (eTRAKiT)	9 weeks
7. Bid Project	3 weeks
8. Execute Construction Contract	3 weeks
9. Construction	16 weeks

Barge and Client are aware that many factors outside Barge's control may affect Barge's ability to complete the services to be provided under this Agreement. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

#### V. Client's Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.
- D. Coordination of bidding, and associated expenses will be provided by Client.
- E. Permit fees will be paid directly by the Client

#### VI. Deliverables

Several deliverables will be produced as part of the basic professional services. The

following is a list of bid documents that will be produced as a part of this effort.

- A. Construction plans, notes, and details (60%/90%/Issued for Construction) – progress drawings may be submitted for interim client coordination as needed.
- B. Project manual
- C. OPCC
- D. Permit documentation
- E. Bid tab and letter of recommendation
- F. Final punch list and certificate of substantial completion

#### **VII. Compensation**

The compensation to be paid to Barge for providing requested services is provided in the Fee Summary Table below.

#### **Fee Summary Tables**

##### **DESIGN**

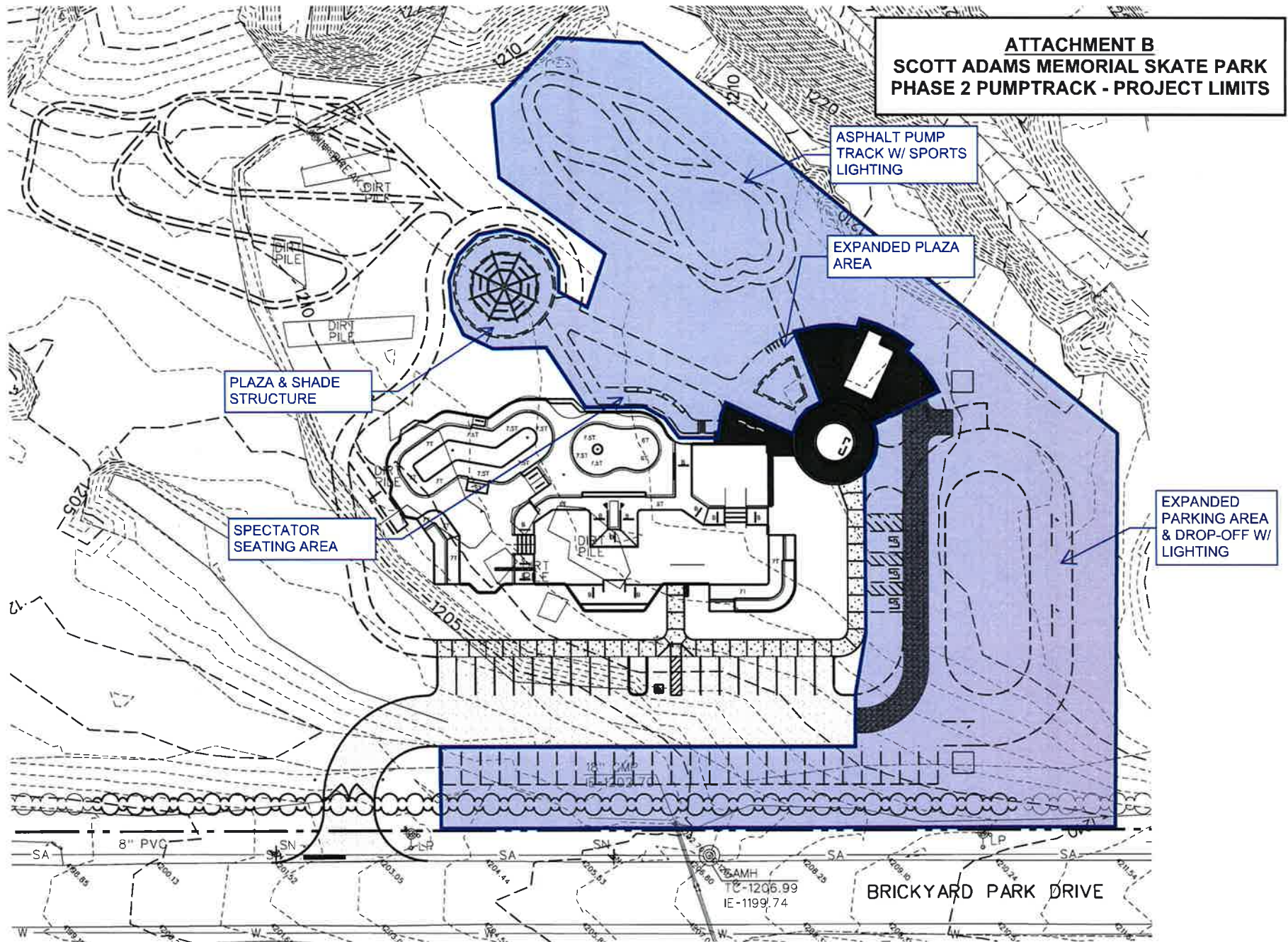
Items	Fee Type	Fee Amount
<b>A.</b> Task 1 – As-built Survey	Lump Sum	\$4,800
<b>B.</b> Task 2 - Design Services	Lump Sum	\$101,130
<b>C.</b> Task 3 - Permitting Services	Lump Sum	\$4,950
<b>SUBTOTAL - DESIGN</b>		<b>\$110,880</b>

##### **POST-DESIGN**

Items	Fee Type	Fee Amount
<b>D.</b> Task 4 - Bid Administration	Lump Sum	\$6,000
<b>E.</b> Task 5 - Construction Administration	Lump Sum	\$32,220
<b>SUBTOTAL – POST-DESIGN</b>		<b>\$38,220</b>

The fees provided above are valid up to three (3) months from the date of this proposal.

**ATTACHMENT B**  
**SCOTT ADAMS MEMORIAL SKATE PARK**  
**PHASE 2 PUMPTRACK - PROJECT LIMITS**







## AGENDA ACTION FORM

### **Consideration of a Resolution to Ratify an Application for an Assistance to Firefighters Grant Offered By the Federal Emergency Management Administration and Authorizing Receipt of the Grant Funds if Awarded**

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

Action Form No.: AF-366-2021  
Work Session: December 20, 2021  
First Reading: N/A

Final Adoption: December 21, 2021  
Staff Work By: Chief Scott Boyd  
Presentation By: Chief Scott Boyd

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

The Kingsport Fire Department (KFD) has made application for an Assistance to Firefighters Grant (AFG) made available by the Federal Emergency Management Administration (FEMA), a U.S. Department of Homeland Security agency. The accompanying resolution ratifies the application and accepts the grant funds, if awarded. This grant program is designed to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical services organizations. The grant programs directorate of the Federal Emergency Management Agency administers the grants in cooperation with the U.S. Fire Administration.

Originally, the deadline to apply for the grant was December 17, 2021 and due to time constraints the fire department took the necessary steps to submit an application. FEMA requires grant applications be submitted through an online portal. Applying for this grant did not obligate the city to accept the grant.

If awarded, the grant funds will enable KFD personnel to receive specialized training in areas such as structural collapse, confined space, high angle rope rescue, swift water and search operations. The grant funds may be applied towards costs for instructors, props and equipment, backfill and overtime.

A 10% match is required by the city. The grant totals \$353,293.00 with \$35,330.00 in matching city funds. The matching funds are available in GP2003.

#### **Attachments:**

1. Resolution
2. Grant Application

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*

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

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

A RESOLUTION TO RATIFY AN APPLICATION FOR AN ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FOR THE KINGSFORT FIRE DEPARTMENT AND IF AWARDED AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANT

WHEREAS, the Federal Emergency Management Administration (FEMA), an agency of the U.S. Department of Homeland Security, has Assistance to Firefighters Grants which are available to the Kingsport Fire Department; and

WHEREAS, this particular grant is in the amount of \$353,293.00, which includes a required 10% match, or \$35,330.00, from the city; and

WHEREAS, the grant funds will be used to cover costs incurred for instructors, props, and equipment as well as personnel costs for backfill and overtime in order to conduct highly beneficial specialized training in areas such as structural collapse, confined space, high angle rope rescue, swift water rescue, and search operations; and

WHEREAS, as a result of the pending deadline to apply the Kingsport Fire Department took the necessary steps to submit the application; and

WHEREAS, the city is under no obligation to accept the grant if awarded; and

WHEREAS, funding for the city's match towards the grant is available in account GP2003.

Now therefore,

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

SECTION I. That the application submitted on December 16, 2021, for an Assistance to Firefighters Grants, through the Federal Emergency Management Administration in the amount of \$353,293.00 is ratified, including the execution of the same by an employee of the city.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to receive a grant from the Federal Emergency Management Administration for an Assistance to Firefighter Grant and to 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 this resolution.

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

SECTION 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 public.

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

ADOPTED this the 21st day of December, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

### KINGSPORT, CITY OF

Information current from SAM.gov as of:	12/17/2021
UEI-EFT:	YE45C4JZC5U1
DUNS (includes DUNS+4):	079027579
Employer Identification Number (EIN):	626000323
Organization legal name:	KINGSPORT, CITY OF
Organization (doing business as) name:	
Mailing address:	415 BROAD ST KINGSPORT, TN 37660-4263
Physical address:	415 BROAD ST KINGSPORT, TN 37660-4263
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 09/13/2021
<input checked="" type="checkbox"/> We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date	

## Applicant information

Please provide the following additional information about the applicant.

Applicant name	Kingsport Fire Department
----------------	---------------------------

### Main address of location impacted by this grant

Main address 1	130 Island Street
Main address 2	
City	Kingsport
State/territory	TN



Zip code	37660
Zip extension	4285
In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Sullivan County

## Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award. Please provide the following additional information about the applicant.

Applicant type:	Fire Department/Fire District
-----------------	-------------------------------

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

What kind of organization do you represent?	All Paid/Career
---	-----------------

How many active firefighters does your department have who perform firefighting duties?	111
---	-----

How many of your active firefighters are trained to the level of Firefighter I or equivalent?	106
---	-----

How many of your active firefighters are trained to the level of Firefighter II or equivalent?	105
--	-----

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001? **No**

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

☒ Meets NFPA or 1582 standard

☐ Meets NTSB or DOT standard

☒ Meets State/Local standard

Please describe in the box below your training program and your plans to bring your membership up to Firefighter II.

**The Kingsport Fire Department is a member of the Northeast Tennessee Regional Fire Training Association. This association conducts a 13-week basic fire training academy. All newly hired personnel by the KFD, must successfully complete this academy. Upon completion, personnel receive all basic requirements to obtain Firefighter I and II, Vehicle Extrication, Hazardous Materials Technician, and Emergency Medical Responder. Those personnel who currently do not have Firefighter II will be attending the regional fire academy in February to fulfill the requirements for Firefighter I and II. Completion of this academy will bring them into compliance with NFPA 1001.**

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic? **116**

Does your department have a Community Paramedic program? **No**

How many stations are operated by your department? **8**

Does your organization protect critical infrastructure of the state? **Yes**

Please describe the critical infrastructure protected below.

**The city of Kingsport has significant critical infrastructure within the city limits. Included is the Fort Patrick Henry Dam. Interstates 26 and 81 run through and intersect in the city. Kingsport is the home to Holston Army Ammunition Plant and the world headquarters of Eastman Chemical Company which is a global chemical manufacturer. Enbridge Natural Gas Storage Facility has a 1,000,000 gallon storage tank and pipeline. Railroad lines travel through the city and the city is the home of two hospitals.**

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant. **Yes**

Please enter your FDIN/FDID. **82472**

Do you offer live fire training? **Yes**

What is the total number of live fire training exercises conducted per year on average? **3**

## Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current fiscal year: **2022**

Fiscal Year	Operating budget
2022	\$10,915,900.00
2021	\$10,552,462.00
2020	\$10,721,520.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)? **89**

Does your department have any rainy day reserves, emergency funds, or capital outlay? **No**

What percentage of the declared operating budget is derived from the following	2022	2021	2020
Taxes	100	100	100
Bond issues	0	0	0
EMS billing	0	0	0
Grants	0	0	0

**What percentage of the declared operating budget is derived from the following**

	2022	2021	2020
Donations	0	0	0
Fund drives	0	0	0
Fee for service	0	0	0
Other	0	0	0
<b>Totals</b>	100 %	100 %	100 %

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

**The financial need for this training project is important to the continued success of the Kingsport Fire Department to provide technical rescue to the city of Kingsport, Sullivan County, and the eight counties in the Tennessee Homeland Security District 1. The agency has recognized the need to support the training needs of the technical rescue team, and had attempted to fund one training in a discipline each year. However, the department has been unable to secure the funding for the training due to financial constraints on the organization. The KFD has lost nearly 15% of uniformed personnel since the beginning of 2020 due to retirement, career changes, and outside opportunities. This has increased the overtime expense as well as use of training funds to send personnel through the training academy. This has caused the agency to direct funding to basic recruit training and reduced available funds for the necessary rescue training. Due to scheduled retirements at the end of 2021 and projected retirements in 2022, this possibility will not improve any time soon. The agency has requested the additional funding through the budget process, but has been denied due to the financial constraints of the city. The financial impact of COVID-19 has restricted additional budget requests as the city evaluates the long term effects on city finances. The agency has attempted to identify ways to conduct training on shift to reduce personnel costs, but due to the complexity of the necessary training**

and the need for outside instructors this is not a viable option. The agency has made attempts to secure the funding to conduct this training, but attempts have been unsuccessful. Since we have been unable to conduct the annual training since 2018, the issue has compounded and therefore, the department is in need of multiple training course to reach compliance. Due to multiple attempts to obtain funding for this training, the agency has demonstrated that the current financial situation is beyond the control of the department.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

No

## Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

No

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

No

## Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2020	2019	2018
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	1	0	0
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	4	2	3
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	5	2	1

**Injuries and fatalities****2020****2019****2018**

What is the total number of members with self-inflicted fatalities over the last three years?

0

0

0

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.

**Seated riding positions**

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	9	2	64
Ambulances for transport and/or emergency response.	0	0	0
Tankers or tenders (water capacity of 1,000 gallons or more).	0	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	2	1	12
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	0	0	0
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	2	0	4
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	5	0	10

How many ALS Response vehicles are in your fleet? **9**Is your department facing a new risk, expanding **Yes**

service to a new area, or experiencing an increased call volume?

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

**The surge of COVID-19 has created an increased risk for personnel that must be managed in every aspect of the Kingsport Fire Department operations. The KFD is at a critical point for personnel. The department is experiencing a large turnover due to retirements and others who have left to pursue other career opportunities. This is a new risk for Kingsport because as personnel leave, experience and expertise leave with them. With this, the need for additional training is paramount in an effort to prepare personnel to replace this experience and minimize risk in conducting operations.**

## Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served	City
What type of community does your organization serve?	Urban
What is the square mileage of your first due response zone/jurisdiction served?	53
What percentage of your primary response area is protected by hydrants?	100

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	15
Commercial and industrial purposes	29
Residential purposes	56
<b>Total</b>	100

What is the permanent resident population of your **54076**

first due response zone/jurisdiction served?

Do you have a seasonal increase in population?

No

Please describe your organization and/or community that you serve.

The City of Kingsport is located in the northeast corner of the state of Tennessee and encompasses approximately 53 square miles. With a population of 54,076 as recorded by the United States census in 2019, the City is approximately 90 miles east of Knoxville and the Great Smoky Mountains National Park. Kingsport, along with Bristol and Johnson City, make up the Tri-Cities area with a combined population in this area of approximately 147,735. The city has a broad mixture of residential, commercial, industrial, and mountainous park area that creates multiple types of risk. Interstates 26 and 81 interchange in Kingsport. Kingsport is the world headquarters for Eastman Chemical Company, home to Holston Army Ammunition Plant, Domtar paper company, and the 3000 acre Bays Mountain Park. These are prime examples that create fire, emergency medical, hazmat, and technical rescue incidents. The Kingsport Fire Department is an accredited agency that consists of 126 full-time paid employees. The department is divided into 4 divisions consisting of, administrative, training, fire marshals, and operations. The administrative division includes the fire chief, assistant fire chief, executive secretary and an office assistant. The training division is made up of a senior captain/ safety officer and one assistant training officer. The prevention division is made up of the fire marshal, three assistant fire marshals, and a public education officer. The Operations includes 114 employees working on three platoons in 24-hour shifts. The Kingsport Fire Department operates out of eight strategically placed stations. The services that are provided for the citizens and visitors include fire suppression, advanced life support (ALS) first response, technical rescue, hazardous material, public education, fire inspections, and fire investigation. The department is the primary technical rescue and hazardous material response team for Sullivan County. The agency is located in District One as identified by the state of Tennessee and Department of Homeland Security. The technical



rescue team is comprised of 23 members who are members of the District One USAR team. The 23 member HazMat team serves as a Level II CBRNE regional response team for the district. District One includes the surrounding eight counties in northeast Tennessee.

## Call volume

Summary	2020	2019	2018
Fire - NFIRS Series 100	194	237	207
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	11	12	11
Rescue & Emergency Medical Service Incident - NFIRS Series 300	5596	6140	6151
Hazardous Condition (No Fire) - NFIRS Series 400	120	126	158
Service Call - NFIRS Series 500	276	283	303
Good Intent Call - NFIRS Series 600	729	876	797
False Alarm & Falls Call - NFIRS Series 700	707	718	714
Severe Weather & Natural Disaster - NFIRS Series 800	1	3	2
Special Incident Type - NFIRS Series 900	0	3	4
Total	7634	8398	8347

## Fire

How many responses per year per category?	2020	2019	2018
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	74	75	74
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	34	53	49

How many responses per year per category?	2020	2019	2018
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	25	40	32
Total	133	168	155

Total acreage per year	2020	2019	2018
Total acreage of all vegetation fires	0	3	7

## Rescue and emergency medical service incidents

How many responses per year per category?	2020	2019	2018
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	368	431	434
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	9	3	11
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	141	134	153
EMS-BLS Response Calls	2498	2970	2916
EMS-ALS Response Calls	1237	1366	1477
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	0	0	0
Total	4253	4904	4991

## Mutual and automatic aid

How many responses per year per category?	2020	2019	2018
Amount of times the organization received Mutual Aid	0	4	4

How many responses per year per category?	2020	2019	2018
Amount of times the organization received Automatic Aid	0	1	2
Amount of times the organization provided Mutual Aid	4	9	7
Amount of times the organization provided Automatic Aid	1	0	1
Of the Mutual and Automatic Aid responses, amount that were structure fires	1	2	1
Total	6	16	15

## Grant request details

Are you requesting a Micro Grant? A Micro Grant is limited to \$50,000 in federal resources. **No**

**Grant request details Grand total:**  
**\$353,293.00**

**Program area: Operations and safety**

**Total requested for Training activity:**  
**\$353,293.00**

**Total requested for Technical Rescue/Urban Search and Rescue – Technician level (NFPA 1670/1006) project: \$353,293.00**

### Rescue

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
1	\$200,000.00	\$200,000.00	Personnel

#### DESCRIPTION

The \$200,000 is the projected cost to cover the expenses of overtime and backfill for our agency in order to conduct the six classes identified above. As with any agency's standard operating budget, the largest expense for this request is for personnel costs. This will ensure that all personnel are compensated for their training, as well as ensure on-duty personnel are covered to attend training by backfilling positions. This will ensure the agency is able to effectively conduct the training courses

above with minimal interruption and ensure that the agency maintains appropriate level of coverage for the City of Kingsport.

#### Rescue

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
1	\$36,493.00	\$36,493.00	Supplies

#### DESCRIPTION

The \$36,493 is the total projected cost of supplies and materials to conduct the six training classes. These cost include books and supporting materials for the classroom portion of the courses, as well as needed materials to conduct field exercises and evolutions to show competence to meet appropriate NFPA Standards 1006/1670. The largest portion of these funds, \$28,693, is specific to the supplies necessary for the Structural Collapse Technician Training. The materials for this course are more expensive than all others combined due to the complexity of course.

#### Rescue

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
1	\$116,800.00	\$116,800.00	Other

#### DESCRIPTION

The amount of \$116,800 includes the Instructor Training fees for the six courses, equipment rental fees, and river access fees specific to the swiftwater rescue class. The Instructor fees to pay the training companies for the six courses make up the largest portion of this amount, estimated to be \$104,800. This ensures that the agency secures the most qualified instructors to teach the curriculum of the identified courses in compliance with NFPA 1006/1670 and applicable state standards.

#### **More Details for Technical Rescue/Urban Search and Rescue – Technician level (NFPA 1670/1006).**

Provide a detailed description of the Training Program you selected.

**The Kingsport Fire Department intends to train members of the organization to the technician level of Trench Rescue, Confined Space Rescue, Structural Collapse Rescue, High Angle Rescue, and Swiftwater Rescue in**

**compliance with NFPA Standard 1006 and NFPA Standard 1670. Personnel will also be trained in Rescue Boat Operations and Managing Search Operations which meet Tennessee Emergency Management Agency standards for regional response.**

Generally, this program can best be categorized as:

**Training that is evaluated using national or state standards**

How many personnel will be trained by this program?

**23**

Generally, the training program provided under this grant:

**Will bring your department into compliance with recommended NFPA or other national standards, please specify:**

Generally, the training program provided under this grant:

**The training in Trench, Confined Space, Structural Collapse, High Angle, and Swiftwater will bring the agency into compliance with NFPA 1006 and 1670. High Angle Rescue is also certified by the Tennessee Commission on Firefighting and personnel will be certified to Rope Rescue I and Rope Rescue II upon completion. Rescue Boat Operations and Managing Search Operations will bring personnel in compliance with training standards from the Tennessee Emergency Management Agency for regional response.**

Will this training enhance your ability to perform Mutual Aid?

**Yes**

Please explain

**23 members of the Kingsport Fire Department Technical Rescue Team make up a large component of the Tennessee Homeland Security District 1 USAR team. This training will bring all members of our team to compliance with NFPA standards 1006 and 1670. Also, any available spots will be offered to other agencies in our district which will enhance the capabilities of the team to provide mutual aid response to neighboring agencies in our district, across the state of Tennessee, and surrounding region.**

Will this training include members from other fire departments and/or nonaffiliated EMS

**Yes**

organizations?

Will this training be:

**Instructor-led**

## **More Details for Training.**

### **Narrative**

#### **Project Description**

**The objective of this training project is to provide training to the Technical Rescue Team for the Kingsport Fire Department. Completion of the high priority training courses identified will ensure the department can provide the technical rescue services it is designated to do, and in accordance with the vision and mission of the KFD. This year, a risk analysis was conducted. The agency identified risks for our community, as well as levels of training. It was identified that appropriate training was deficient for the technical rescue team. The Technical Rescue Team is made up of 23 members of the KFD and is the designated rescue team for the city and Sullivan County. The city of Kingsport has a population of 54,076 and there are 158,163 residents of Sullivan County. Members of the KFD Technical Rescue team are part of the District 1 Tennessee Homeland Security USAR Team. This team provides response for the 8 counties of East Tennessee with a population of 517,581 people. This team is available for response across the state and the region. The last technician course the agency was able to offer was in 2018. Since then, 3 new members have joined the technical rescue team due to retirements and 3 more will be added due to retirements at year end. This makes nearly one-third of our team without appropriate training. This funding would ensure the department is able to continue to provide this vital service. The intent of this program is to train the Technical Rescue Team to the technician level in accordance with NFPA 1006 and NFPA 1670 for Trench Rescue, Confined Space Rescue, Structural Collapse, Swiftwater Rescue, and High Angle Rescue. Upon completion of the High Angle Rescue class,**

personnel will also obtain certification of Rope Rescue I and II through the State of Tennessee Commission on Firefighting. Funding will also cover a Managing Search Operations course in compliance with Tennessee Emergency Management Agency standards to provide the training for Search and Rescue Operations. These are the critical rescue disciplines provided by KFD. The funding requirements for each course are: 1. Trench Rescue Technician is a 40-hour course that would cost \$41,900. The breakdown includes \$14,400 for instructors, \$2,500 for materials and equipment rental, and \$25,000 for personnel cost for overtime and backfill to ensure adequate staffing levels during training. 2. Confined Space Rescue Technician is a 40-hour course that would cost \$40,900. \$14,400 for the instructors, \$1,500 for training materials and training simulator rental, and \$25,000 for personnel costs. 3. Structural Collapse Technician is an 80-hour course that would cost \$117,693. This includes \$32,000 for training instructors, \$1,000 for books and materials, \$28,693 for supplies and props to conduct evolutions, \$6,000 for equipment rental, and \$50,000 for personnel costs. 4. High Angle Rescue is an 80-hour course that would cost \$82,000 to conduct, including \$28,000 for outside instructors, \$4,000 for supplies and equipment, and \$50,000 to personnel expenses. 5. Swiftwater Rescue is a 40-hour course with a total cost of \$45,800 to include \$16,000 for instructors, \$4,000 for equipment rental and river access fees, \$800 for books and materials, and \$25,000 for personnel. 6. Managing Search Operations is a 30-hour course that would cost \$25,000. This class is provided by TEMA and free to attend. The cost for this course is for personnel expenses. The six courses listed are the primary disciplines the KFD provides. Upon completion, the technical rescue team would be 100% compliant to NFPA 1006 and NFPA 1670 standards for the technician levels of trench rescue, confined space rescue, structural collapse, and high angle rescue. This high priority training will allow the KFD to provide the highest level of rescue service. To spread the benefit to the region, any available spots in

## Cost/Benefit

excess of the spots for KFD personnel will be offered to neighboring agencies in the region.

Through the funding requested in this grant, the Kingsport Fire Department would provide high priority technical rescue training to its personnel, in order to bring the Technical Rescue Team into compliance with established NFPA standards 1006 and 1670. The organization has identified the lack of necessary training for its technical rescue team as an operational risk. Also, completion of this training project would improve operational effectiveness and increase the level of personal safety of responders by ensuring rescue personnel are properly trained for the incidents that they are expected to mitigate. Another area where operational effectiveness will improve is in daily response to technical rescue calls. Currently, the KFD has 7 technical rescue personnel per shift. The agency has been capable of handling the majority of rescue calls with on-duty personnel. However, in the last three year, the KFD has had retirements of several highly trained rescue personnel, who have been replaced by personnel without appropriate training. This leads to reliance on mutual aid or the need to call in off-duty personnel, which delays the rescue operations, and increases the risk for the victims and responders. This training would allow the department to increase the number of properly trained personnel on-duty which improves daily operational effectiveness, improves response capabilities, increases responder safety, and reduces risk factors during rescue operations. The cost/benefit of this high priority training project is beyond comparison for the organization. For the total of \$353,293, the KFD would receive necessary training in the six primary disciplines of technical rescue it provides. The matching portion of this funding would be \$32,117.55 that would be paid from KFD. This matching portion is less than what it would cost for the department to conduct one of the technical rescue courses requested through this grant. This cost for the agency is less than \$0.60 per resident of the city of Kingsport. When compared to the population of



Sullivan County, for which the KFD Technical Rescue Team is the designated rescue team for, the cost is less than \$0.21 per resident. As members of the Tennessee District 1 USAR team, the rescue team provides regional response to the 8 counties of eastern Tennessee with a population of 517,581 residents. At a total projected cost of \$353,293, the cost benefit to have properly trained rescue technicians available to respond in District 1 is \$0.68 per citizen. If awarded, the cost benefit will likely improve as any available training spots for each class will be made available to other district agencies. The largest portion of the requested funding would be utilized to pay the estimated \$200,000 in overtime and backfill for KFD personnel to attend the training. This significant amount of projected overtime is one of the leading factors why KFD has been unable to provide this technical rescue training in recent years. The department's limited overtime budget must cover the built-in overtime for the salaries of personnel, as well as the necessary overtime to maintain coverage for daily operations for staffing shortages. The department has asked for increases to the overtime budget to help cover such expenses as training, but due to the financial constraints of the city and the recent financial impacts of COVID-19 on the city's finances, KFD has been denied additional funding. Completion of this high priority, technical rescue training will lead to improved operational effectiveness and greatly improve responder safety. With all technical rescue team members properly trained, risks associated with technical rescue incidents would be reduced. Compliance with these standards would have regional repercussions based on the cost benefit associated with the funding and by offering available training course spots to members of other agencies.

#### Statement of Effect

Currently, the department's technical rescue team has no personnel who have had structural collapse training in the last 12 years. Only one person (4%) has had trench rescue training within the last five years and 13 (56%) had it seven years ago and one additional had it 14

years ago. That means 8 (35%) of the designated team members have not had the training. 13 personnel (56%) have had swiftwater rescue in the last 3 years, while one (4%) had it 12 years ago. Nine personnel (40%) have not had a swiftwater rescue technician class. 16 personnel (70%) of our technical rescue team had confined space rescue almost six years ago and eight (35%) have never had confined space. 17 personnel (74%) had high angle rescue four years ago and six (26%) have not had the training. Only two of our personnel (8%) have had managing search operations in the last 2 years with only a few others taking the course nearly 14 years ago. The intent of the funding for this project would bring our technical rescue team to 100 percent compliance in all of the stated disciplines. The funding requested for this project would greatly enhance the operations and improve overall effectiveness of the technical rescue team. With 7 personnel on each shift, the agency has been able to handle the majority of technical rescue calls with on-duty personnel. However, with an increasing number of personnel without the appropriate training, the need to call in off-duty personnel will be increased. This delays the rescue operations, which increases the risk for the victims and for the personnel as responders. This training would allow the department to increase the number of trained personnel on-duty which improves daily operations and reduces the organization's risk factors during rescue operations. By completing this high priority technical rescue training that would bring the agency into compliance with national standards and state standards, the agency will be prepared to respond to emergencies with highly trained personnel and improve the ability to effectively save lives during rescue operations. Funding this project would have regional repercussions as additional spots available in each course, beyond the 23 required for our technical rescue team, would be offered to other agencies in Tennessee Homeland Security District One. Offering available spots to these organizations would improve and enhance their operational effectiveness in their organization and for all

agencies during a regional response. The mission of the Kingsport Fire Department is to protect the lives and property of the citizens and visitors to the City of Kingsport. One way that the agency states in its vision statement that it will accomplish this is through vigorous training. This high priority training will increase the readiness of the department to respond to technical rescue incidents and help to reduce risks associated with these high-risk incidents. The rescue technician training will allow our department to provide the high level of service that the residents of the City of Kingsport and Sullivan County expect from the Kingsport Fire Department. The training program provided by this funding will also better prepare us to respond as part of the District 1 USAR Team for the State of Tennessee. This project would benefit not only the city of Kingsport, but also the entire surrounding region of east Tennessee.

## Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

### Grant request summary

Activity	Number of items	Total cost
Training	3	\$353,293.00
<b>Total</b>	3	\$353,293.00

Is your proposed project limited to one or more of the [following activities](#) ⓘ : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

**No**

Please download the EHP Screening form available at <https://www.fema.gov/media-library/assets/documents/90195>. Once you have been awarded the grant and have accepted the award,

please complete and send your screening form and attachments to [GPDEHPinfo@fema.dhs.gov](mailto:GPDEHPinfo@fema.dhs.gov).

Filename	Date uploaded	Uploaded by	Label	Description	Action
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## Budget summary

### Budget summary

Object class categories	Total
Personnel	\$200,000.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$36,493.00
Contractual	\$0.00
Construction	\$0.00
Other	\$116,800.00
<b>Total direct charges</b>	<b>\$353,293.00</b>
Indirect charges	\$0.00
<b>TOTAL</b>	<b>\$353,293.00</b>
<b>Non-federal resources</b>	
Applicant	\$32,117.55
State	\$0.00
Other sources	\$0.00
Remarks	
<b>Total Federal and Non-federal resources</b>	

**Object class categories****Total**

Federal resources	\$321,175.45
Non-federal resources	\$32,117.55
<b>TOTAL</b>	<b>\$353,293.00</b>
Program income	\$0.00

## Contact information

**No****Secondary point of contact**

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

**Scott Boyd**  
Chief

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Work

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## Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2022 [View burden statement](#)

## SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a

- result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
  9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
  10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
  11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
  12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
  14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
  15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
  16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
  17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
  18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
  19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

## Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2022

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

## SF-LLL: Disclosure of Lobbying Activities



Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100, 000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

## **Notice of funding opportunity**

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

## **Accuracy of application**

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

## **Authorized Organizational Representative for the grant**

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

## **Authorization to submit application on behalf of applicant organization**

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this

application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.



## AGENDA ACTION FORM

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

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

Action Form No.: AF-353-2021  
 Work Session: December 20, 2021  
 First Reading: N/A

Final Adoption: December 21, 2021  
 Staff Work By: Chris Campbell  
 Presentation By: C. McCartt

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

Phase 2 of the comprehensive Transit Center project, which includes a vehicle storage and maintenance facility, is scheduled to be advertised for bid January 2, 2022. Barge Inc. is the firm responsible for architecture and design services. Before the project goes out to bid, revised drawings and specifications are needed. Barge proposes \$1,835.00 to complete this work. The cost will be split 80% Federal (\$1,468.00), 10% TDOT (\$183.50) and 10% Local (183.50). Funding for this amendment is already budgeted and available.

#### **Attachments:**

1. Resolution
2. Request for Additional Services

Funding source appropriate and funds are available: *gm*

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

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

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

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH BARGE DESIGN SOLUTIONS FOR ARCHITECTURE, ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR PHASE 2 OF THE KINGSFORT AREA TRANSIT SERVICE VEHICLE STORAGE AND MAINTENANCE FACILITY PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on February 4, 2020 the board approved resolution no. 2020-122, which authorized the mayor to sign an agreement with Barge Design Solutions for architecture, engineering and construction management services for Phase 2 of the Kingsport Area Transit Service (KATS) vehicle storage and maintenance facility; and

WHEREAS, since that time, revised drawings and specifications are needed before the project goes to bid in January, 2022; and

WHEREAS, the amendment to the agreement for the revised drawings is estimated to cost \$1,835.00, said cost to be paid from 80% federal (\$1,468), 10% TDOT (\$183.50) and 10% local (183.50) funds; and

WHEREAS, funding for this amendment is already budgeted and available.

Now therefore,

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

SECTION I. That an amendment to the agreement with Barge Design Solutions for the architecture, engineering and construction management services for Phase 2 of the Kingsport Area Transit Service (KATS) vehicle storage and maintenance facility for revised drawings and specifications, estimated to cost \$1,835.00 to be paid from 80% federal (\$1,468), 10% TDOT (\$183.50) and 10% local (183.50) local funds, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with Barge Design Solutions for the architecture, engineering and construction management services for Phase 2 of the Kingsport Area Transit Service (KATS) vehicle storage and maintenance facility project for revised drawings and specifications, estimated to cost \$1,835.00 and to be paid from 80% federal (\$1,468), 10% TDOT (\$183.50) and 10% local (183.50) funds, 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.

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

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

ADOPTED this the 21st day of December, 2021.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



October 6, 2021

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

RE: Request for Additional Services - 03  
Kingsport Area Transit Service – Low Voltage Design Revisions

Dear Mr. Campbell:

Barge Design Solutions is submitting the following proposal for additional services to provide drawing and specification changes to the low voltage design per the comments received from the City IT Department on September 22, 2021. The changes will be clouded and the revision noted on the drawings. The revised drawings and specs will then be incorporated into the compiled drawing set and Project Manual and re-issued to the City for bidding.

Barge proposes \$1,835.00 to provide these design services. We can begin this work immediately upon receipt of a written notice to proceed, or amendment to our contract. If you have any questions regarding this proposal, please contact me at (423) 247-5525.

Sincerely,

**Barge Design Solutions, Inc.**

A handwritten signature in black ink that reads "Jennifer A. Salyer". The signature is fluid and cursive.

Jennifer A. Salyer, PLA  
Project Manager

cc: Nelson Elam, Barge

Barge project #37257-00



## AGENDA ACTION FORM

### Consideration of a Resolution Approving a Lease Agreement with the Tennessee Board of Regents and the Tennessee College of Applied Technology Division for Space at the New KCS John Sevier Middle School

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

Action Form No.: AF-249-2021  
 Work Session: December 20, 2021  
 First Reading: N/A

Final Adoption: December 21, 2021  
 Staff Work By: J. Moorhouse, B. Rowlett  
 Presentation By: C. McCartt

#### Recommendation:

Approve the Resolution

#### Executive Summary:

The city, through the Kingsport City School System (KCS) owns and operates a facility known as KCS North, formally known as Sullivan North High School.

KCS will be using a portion of the building for the John Sevier Middle School, and other parts of the facility will go unused.

The Tennessee Board of Regents and the Tennessee College of Applied Technology Division would like to lease space at the former high school to provide vocational training opportunities for its students.

#### Attachments:

1. Resolution

Funding source appropriate and funds are available: *mm*

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: *mm*

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

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

A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE TENNESSEE BOARD OF REGENTS AND THE TENNESSEE COLLEGE OF APPLIED TECHNOLOGY DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city, through the Kingsport City School System (KCS) owns and operates a facility known as KCS North, formally known as Sullivan North High School; and

WHEREAS, KCS will be using a portion of the building for the John Sevier Middle School, and other parts of the facility will go unused; and

WHEREAS, the Tennessee Board of Regents and the Tennessee College of Applied Technology Division would like to lease space at the former high school to provide vocational training opportunities for its students.

Now therefore,

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

SECTION I. That a Lease Agreement with the Tennessee Board of Regents and the Tennessee College of Applied Technology Division to lease space at the former North High School to provide vocational training opportunities for its students 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 Lease Agreement with the Tennessee Board of Regents and the Tennessee College of Applied Technology Division to lease space at the former North High School to provide vocational training opportunities for its students, 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:

**LEASE BETWEEN CITY OF KINGSPORT FOR ITS  
KINGSPORT CITY SCHOOLS AND THE  
TENNESSEE BOARD OF REGENTS, AND THE  
TENNESSEE COLLEGE OF APPLIED TECHNOLOGY DIVISION**

This Lease is made on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the City of Kingsport for its Kingsport City Schools (herein called "Landlord"), the Tennessee Board of Regents and the Tennessee College of Applied Technology (herein called "Tenant"), for the use of certain space at KCS North in support of Tenant's vocational training program.

**WITNESSETH:**

WHEREAS, the Landlord owns and operates a facility known as KCS North, formerly known as Sullivan North High School; and

WHEREAS, parts of this facility, largely go unused; and

WHEREAS, it is the plan of Landlord to provide vocational training opportunities for its students; and

WHEREAS, both Landlord and Tenant believe that the unused portion of John Sevier Middle School will meet Tenant's needs;



NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. **Premises.** Landlord does hereby lease to Tenant, and Tenant hereby leases from Landlord a portion of the property located at 2533 North John B. Dennis Highway, Kingsport, Tennessee 37660, further described in Exhibit A, (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants, and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants, and conditions by it to be kept and performed.

2. **Terms.** The term of this Lease shall be for one year, from January 4, 2022, to January 3, 2023. The Parties shall have the option to renew this Lease for four (4) successive renewal terms of one year each by mutual agreement of the Parties. Each such renewal term shall be by written mutual consent of the parties and upon the same terms, covenants, and conditions.

3. **Use.** Tenant shall use the Premises as a vocational training facility and shall not use or permit the Premises to be used for any other purpose without the prior written consent of the Landlord.

4. **Rent.** Tenant agrees to pay to Landlord as rent ONE DOLLAR (\$1.00) prepaid for the initial one year term of this Lease as provided in Paragraph 2.

5. **Compliance with Law.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

6. **Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Premises, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises.

7. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, estates, and representatives of the Parties.

8. **Entrance to Leased Space.** Tenant's employees, adjuncts, teachers, instructors, students, *etc.* shall enter into the Premises through the assigned main entrance of the Premises and go through a RAPTOR check-in upon each entry to the Premises.

9. **Assigned Parking.** Tenant's employees, adjuncts, teachers, instructors, students, *etc.* shall park in a designated area of the parking lot. Parking by such individuals is permitted in this designated area only.

10. **Alternations and Improvements.** Tenant may make whatever alterations or improvements to the Premises that may be necessary to accomplish the stated purpose of this Lease upon written approval of Landlord. Also further Tenant shall be solely responsible for having the work done, or done on its behalf, in a workman like manner that complies with any applicable building codes and industrial standards; and still further provided that Tenant shall be solely responsible for any cost incurred in altering or improving the Premises as well as any errors or omissions in connection with any alternations or improvements to the Premises.

11. **Exterior and Interior of Premises.** Landlord shall keep the exterior of the Premises and common areas in good repair. Tenant shall give Landlord written notice of the necessity for such repairs. Provided, however, Tenant shall be responsible for the cost of any repair due to damage caused by the willful misconduct or negligence of Tenant, its agents, instructors, adjuncts, students, employees, invitees, *etc.* Tenant shall keep the interior of the Premises in good repair. Tenant is responsible for its own janitorial services and proper disposal of its garbage and trash. Tenant shall not overload the electrical wiring serving the Premises or within the Premises, and shall install at its own expense any additional electrical wiring which may be required in connection with Tenant's equipment or apparatus, but only after obtaining Landlord's written approval, which consent may be withheld by the Landlord in its sole discretion for any reason. Tenant shall not perform or allow its

employees, adjuncts, teachers, instructors, students, *etc.* to conduct any work on the Premises except which is inside the building.

12. **Utilities.** Tenant shall pay a pro rata share of the utilities for the Premises based upon percentage of leased space square footage comparable to the square footage of the Premises as a whole.

13. **Telephone, Cable, and Internet Service.** Tenant shall be responsible for its own telephone service, cable and internet service and installation of telephone equipment in the Premises. Landlord will allow Tenant to use telephone and cable line (currently installed) to the Premises, provided such use does not interfere with Landlord's use of the same. However, if such are not sufficient for Tenant's use, Tenant shall be responsible for installing such lines and equipment. Landlord is not responsible for improvements to the Premises, including, but not limited to, installation of electronic equipment, office furnishing, book shelves and such.

14. **Security.** Tenant will not permit its employees, adjuncts, teachers, instructors, students, *etc.* to enter any portion of KCS North that is not part of the Premises being used by Landlord barring an emergency. Tenant will cooperate with the principal of KCS North to establish secure barriers between Premises and the remainder of the facility.

15. **Point of Contact.** During the term of this Lease, Tenant will be responsible for designating one department head who will oversee its program and its use of the Premises. This department head will work closely with the principal of KCS North regarding any day-to-day interactions that its program and the Landlord's program may have with one another.

16. **Background Checks.** Since KCS North remains a public middle school operated by Landlord, Tenant agrees to have any employees, adjuncts, teachers, instructors, students, *etc.* and any contractors or subcontractors background checked as set out in Tenn. Code Ann. § 49-5-413. Tenant agrees that it will not employ, hire, or retain any individual for work on the Premises (*i.e.* contractors or subcontractors, *etc.*) who would be ineligible for employment by Landlord pursuant to Tenn. Code Ann. § 49-5-413(d)(1)(A)(i) and (ii).

17. **Industrial Equipment.** During the term of this Lease, Tenant may use and/or install various pieces of industrial equipment on the Premises. Tenant has the Landlord's express permission to make whatever alterations to the Premises which may be necessary for the installation and use of this equipment. Upon the termination of this Lease, Tenant will have thirty (30) days to remove any such equipment. After thirty (30) days, any equipment remaining on the Premises shall become the property of Landlord. However, Landlord may require Tenant to remove such equipment at Tenant's expense upon written notice to Tenant.

18. **Hazardous Materials.** Except for Hazardous Materials brought, kept, or used in the Premises in commercial quantities similar to those quantities usually kept on similar premises by others in the same business, and which are used and kept in compliance with applicable public health, safety, and environmental laws, Tenant shall not allow any Hazardous Material to be located in, on, or under the Premises or allow the Premises to be used for the manufacturing, handling, storage, distribution, or disposal of any Hazardous Material. Tenant shall comply with all federal, state, or local laws, ordinances, regulations, and orders applicable to the Premises or the use thereof relating to environmental protection, or the use, analysis, generation, manufacture, storage, disposal, or transportation of any Hazardous Material. Tenant shall, at its sole cost and expense, arrange for the removal and disposal of all Hazardous Materials generated or stored in the Premises, which removal and disposal shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and orders. If Tenant becomes aware of the presence of any Hazardous Material in the Premises (except for those Hazardous Materials permitted above) or if Tenant or the Premises become subject to any order to repair, close, or otherwise cleanup the Premises, Tenant shall, at its own cost and expense, carry out and complete any repair, closure, or other cleanup of the Premises. If Tenant fails to implement and diligently pursue any such repair, closure, or other cleanup, Landlord may, but shall not be obligated to, carry out such action and recover all of the costs and expenses from Tenant. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste regulated or listed pursuant to any federal, state, or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act, and the Occupational Safety and Health Act, or any other toxic substance.

19. **No Employment Relationship.** It is expressly understood that the agents, contractors, subcontractors, and employees, and such of Tenant working on the Premises are not employees of Landlord and they will not be covered by the Landlord's policies of insurance, worker's compensation, or on-the-job injury policies.

20. **Indemnity.** Subject to the provisions of Tennessee law, Tenant agrees to protect, defend, and hold harmless Landlord, its agents and its employees, of and from any and all claims, demands,

injuries or losses arising out of or in any way related to its use of the Premises and operation of a vocational training program on property owned by Landlord. Landlord understands and agrees that any such claims must be heard in the Tennessee Claims Commission.

21. **Inspection.** Tenant shall permit Landlord, its agents and employees, upon reasonable notice to enter the Premises and all parts thereof during business hours to inspect the same and to enforce or carry out any provision of this Lease. Likewise, in the case of emergency, Landlord may enter without notice. No compensation shall be asked or claim made by Tenant by reason of any inconvenience or annoyance arising from anything that may be done in repairing, altering, working on or protecting the Premises or building, however the necessity may arise, but this Paragraph 21 shall not be construed as imposing any duty on Landlord to make any repairs, alterations or additions.

22. **Sublet or Assign.** Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the Premises or permit the use of any part of the Premises by any other person, firm, affiliate, or entity without first obtaining the written consent of Landlord. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. The consent of Landlord referred to herein may be withheld for any reason in Landlord's sole discretion.

23. **Notice.** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Landlord at:  
City Manager  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660

To the Tenant at:  
President  
Tennessee College of Applied Technology  
426 Highway 91 North  
Elizabethton, TN 37643

With a copy to:

City Attorney  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660

Either party may, at any time or from time to time, designate in writing a substitute address for that above set forth, or thereafter notices shall be directed to such substitute address.

24. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its conflict of laws rules. All legal proceedings relating to the subject matter of this Lease shall be maintained in the state courts for Kingsport, Sullivan County, Tennessee, and the parties agree that jurisdiction and venue for any such legal proceeding shall lie exclusively with such courts.

25. **Force Majeure.** Landlord and Tenant shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond its control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through Acts of God.

26. **Captions and Headings.** The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of this Lease nor in any way affect this Lease.

27. **Invalidity.** If any term or provision of this Lease is declared invalid or unenforceable, the remainder of this Lease shall not be affected by such determination and shall continue to be valid and enforceable.

28. **Termination for Convenience.** Landlord may terminate this Lease at any time by giving written notice to the Tenant at least thirty (30) days prior to the date when termination becomes effective. Notice shall commence on the day after the date of mailing.

29. **Surrender of Premises.** On the expiration or earlier termination of this Lease pursuant to its terms, Tenant shall peaceably and quietly leave and surrender the Premises to Landlord, in good order, condition and repair, broom clean, reasonable wear and tear excepted.

30. **Authority.** The parties executing this Lease warrant that this Lease is being executed with full corporate authority and that the officers whose signatures appear hereon are duly authorized and empowered to make and execute this Lease in the name of the corporation by appropriate and legal resolution.

31. **Survival.** Wherever in this Lease either Tenant or Landlord shall have agreed or promised to perform certain acts or otherwise where the context of this Lease would require such performance to occur after the termination or expiration of the Lease, then those agreements and covenants shall survive the termination or expiration of the Lease and continue to bind Tenant and Landlord.

32. **No Presumption against Drafter.** The drafting and negotiation of this Lease has been participated in by each of the Parties. Accordingly, this Lease shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Lease differs in any respect from any previous draft hereof.

33. **Modification.** This Lease shall not be amended or modified except in writing signed by each of the Parties affected by such amendment or modification.

34. **Entire Agreement.** This Lease is entered into by each of the parties without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained within this Lease. This Lease constitutes the entire agreement between the Parties and supersedes all prior oral or written agreement concerning the Tenant's release of claims.

35. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which when taken together shall constitute one and the same document.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

[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 21st day of December, 2021.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the City Manager to Issue a Blanket Order for Substitute Staffing Services with ESS Southeast, LLC, for Kingsport City Schools**

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

Action Form No.: AF-364-2021  
 Work Session: December 20, 2021  
 First Reading: N/A

Final Adoption: December 21, 2021  
 Staff Work By: Committee  
 Presentation By: D. Frye

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

On January 21, 2020, an agreement was executed by the mayor for the school system's staffing services with ESS Southeast, LLC, a company that specializes in providing qualified staff for positions such as substitute teachers, paraprofessionals, and other school support staff for daily, long-term and permanent assignments. The administration requests approval to issue a blanket order to continue this agreement which renews annually, unless terminated by either party.

The annual cost estimate for ESS Southeast, LLC, staffing services will be \$750,000.00 and will be paid from school budget funds in Contracted Services account numbers 141-7150-711.03-99, 141-7150-721.03-99, and 141-7250-731.03-99.

#### **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: *JW*

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ISSUE  
A BLANKET ORDER FOR SUBSTITUTE STAFFING SERVICES  
WITH ESS SOUTHEAST, LLC, FOR KINGSPORT CITY  
SCHOOLS

WHEREAS, on January 21, 2020, an agreement was executed by the mayor for the school system's staffing services with ESS Southeast, LLC; and

WHEREAS, said agreement renews automatically annually; and

WHEREAS, the Kingsport City Schools will be utilizing ESS Southeast, LLC, to provide qualified staff for positions such as substitute teachers, paraprofessionals, and other school support staff for daily, long-term and permanent assignments for the 2022 calendar year; and

WHEREAS, funding is identified in the school budget funds in Contracted Services account numbers 141-7150-711.03-99, 141-7150-721.03-99, and 141-7250-731.03-99.

Now therefore,

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

SECTION I. That the school system desires qualified staff for positions such as substitute teachers, paraprofessionals, and other school support staff for daily, long-term and permanent assignments for the 2022 calendar year in the amount of \$750,000.00 from ESS Southeast, LLC, and the city manager is authorized to issue a blanket purchase order for same.

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

ADOPTED this the 21st day of December, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### **Consideration of a Resolution Approving an Amendment to the Agreement between the City of Kingsport and First Horizon Bank National Association to Renew the Banking Services Agreement for an Additional Three Year Period**

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

Action Form No.: AF-363-2021  
 Work Session: December 20, 2021  
 First Reading: N/A

Final Adoption: December 21, 2021  
 Staff Work By: Lisa Winkle/Bart Rowlett  
 Presentation By: L. Winkle

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

As a result of a competitive RFP process conducted in the fall of 2013, the City entered into an agreement with First Horizon (First Tennessee at the time) Bank National Association for general banking and lock box services effective January 1, 2014. The initial agreement was for a five year term and allowed two optional three year renewal periods. The agreement was renewed in December 2018. We ask that the agreement be renewed for the second three year period. First Horizon has agreed to hold pricing at the current level. However the earning credit rate will drop from the current 0.55% to 0.40%. Our banking services range from \$5,000.00 to \$6,000.00 per month depending on the level of transactions. An earnings credit rate of 0.40% will require us to maintain an average balance of \$18,000,000.00 in our checking account to cover the banking service charges. This will not be a problem.

Staff has been very satisfied with the quality of services provided by First Horizon and recommend renewal of the agreement. The renewal period will run from January 1, 2022 to January 1, 2025.

#### **Attachments:**

1. Resolution
2. FHB Renewal Proposal

Funding source appropriate and funds are available: *gm*

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

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

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

A RESOLUTION APPROVING A SECOND AMENDMENT TO THE AGREEMENT WITH FIRST TENNESSEE BANK NATIONAL ASSOCIATION TO EXTEND THE TERM OF AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in January, 2014, the board approved a resolution authorizing the mayor to sign an agreement with First Tennessee Bank National Association for general banking and lock box services; and

WHEREAS, the initial term of the agreement was for five years, with two optional extensions of three years each; and

WHEREAS, the city would like to renew the agreement beginning January 1, 2022 through December 31, 2025 as the second renewal.

Now therefore,

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

SECTION I. That the second amendment to the agreement with First Tennessee Bank National Association for general banking and lock box services for the period of beginning January 1, 2022 through December 31, 2025.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a second amendment to the agreement with First Tennessee Bank National Association for general banking and lock box services for the period of beginning January 1, 2022 through December 31, 2025, 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.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment/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 21<sup>st</sup> day of December, 2021



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

ATTEST:

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

APPROVED AS TO FORM:

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



December 13, 2021

Ms. Lisa Winkle  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660

Dear Lisa:

First Horizon Bank is honored to have been given the privilege to provide its banking services to the City of Kingsport for more than 43 years. We are grateful for the confidence you have placed in us and feel we have built a solid foundation together over the years.

In 2013, we were invited to provide a financial proposal that would offer economic benefit to the City of Kingsport while highlighting our capabilities that would add value to our relationship and provide solutions to your current financial needs. We were extremely pleased to have been formally chosen to be your financial partner for the past eight years.

We believe that having a team of experienced, client-focused and local specialists is key to delivering a differentiated customer experience. As we approach the second three-year renewal term, we want you to know your relationship is very important to our bank. This letter will serve as our formal indication of our interest in inviting you to exercise the second of your two three-year renewal options.

Since our founding in 1864, First Horizon Bank has been committed to the customers and communities we serve. The City of Kingsport demonstrates the importance and expectation of investing in our communities. Since 1993, our First Horizon Foundation has granted more than \$90 million to meet the community's needs along with the time, energy & expertise from its employee volunteers. We are committed to ensuring our communities are great places to live and work. We look forward to continuing the great partnership that has been built from these commitments.

Should you have questions or wish to discuss additional details, please don't hesitate to give me a call at 423-378-7068 or by email to [jgperdue@firsthorizon.com](mailto:jgperdue@firsthorizon.com).

Sincerely,

A handwritten signature in blue ink that reads "Greg Perdue".

Greg Perdue  
Market President, Commercial Banking

GP/sr

First Horizon Bank  
P O Box 239  
235 E. Center St.  
Kingsport, TN 37662  
423-378-7000  
[www.firsthorizon.com](http://www.firsthorizon.com)



# TREASURY MANAGEMENT REVIEW

December 10, 2021

Submitted By:  
Greg Perdue  
Vice President  
Kingsport Market President  
423-378-7068

## RELATIONSHIP TEAM

First Horizon Relationship Team	
<p><b>J. Greg Perdue</b> Vice President   Relationship Manager Commercial Banking (423) 378-7068 <a href="mailto:jgperdue@firsthorizon.com">jgperdue@firsthorizon.com</a></p> <p>Responsible for: Overall Relationship Management</p>	<p><b>Jessie Shipley</b> Vice President   Treasury Management Regional Sales Leader – East TN (865) 971-2469 <a href="mailto:jshipley@firsthorizon.com">jshipley@firsthorizon.com</a></p> <p>Responsible for: Treasury Management Solutions</p>
<p><b>Sherrie Rountree</b> Client Specialist (423) 378-7002 <a href="mailto:ssroutree@firsthorizon.com">ssroutree@firsthorizon.com</a></p> <p>Responsible for: Ongoing service for depository accounts and loans</p>	<p><b>Lisa K. Heath</b> Treasury Analyst (423) 461-1202 <a href="mailto:lkheath@firsthorizon.com">lkheath@firsthorizon.com</a></p> <p>Responsible for: Ongoing support for Treasury products</p>
<p><b>Business Service Center</b> (888) 382-4968 <a href="mailto:BusinessServiceCenter@firsthorizon.com">BusinessServiceCenter@firsthorizon.com</a></p> <p>Responsible for: Product Implementation, Training and Ongoing Support of Treasury Management Services</p>	



## PRICING CHANGES

- No Service Price Increases
- Earnings Credit Rate Adjustment
  - Currently 0.55%
  - New Rate 0.40%
    - Still double the standard ECR of 0.20%
    - Still above 0.39% in place for original RFP Term prior to 1<sup>st</sup> renewal



## PRICING MATRIX - COMPLETE

Item	Price	Item	Price
ACH ACTIV RPT ELECTRONIC RPT	\$25.00	ARP COURIER FEE	\$30.00
ACH ORIGINATED CREDIT	\$0.07	BBOL ACH MAINTENANCE	\$40.00
ACH ORIGINATED DEBIT	\$0.05	BBOL CASH MGT PREV DAY SUM	\$0.00
ACH ORIG SAME DAY DEBIT	\$1.00	BBOL MAINT	\$25.00
ACH POSITIVE PAY APPROVALS	\$5.00	BBOL STOP PAYMENT – 6 MO	\$31.00
ACH POS PAY AUTHORIZATION	\$0.00	BBOL STOP PAYMENT – 12 MO	\$55.00
ACH POS PAY EXCEPTION	\$0.00	BBOL STOP PAYMENT – 18 MO	\$80.00
ACH POS PAY MONTHLY MAINT	\$15.00	BBOL STOP PAYMENT – 24 MO	\$105.00
ACH RETURN ITEM-DEBIT/CREDIT	\$1.00	BBOL WIRE MAINTENANCE	\$40.00
ACH TRANSMISSION – BBOL	\$0.00	BRANCH COIN/CURRENCY ORDER	\$6.50
ACH TRANSMISSION – PER FILE	\$0.00	BRANCH DEPOSITED COIN/CURR	\$0.08





## PRICING MATRIX – COMPLETE

Item	Price	Item	Price
BRANCH FURNISHED COIN	\$0.15	ELECTRONIC DEPOSIT	\$0.15
BRANCH STRAP CURRENCY	\$0.75	ELECTRONIC PAID ITEM	\$0.06
CHECK CASHING FEE	\$8.00	FILE HANDLING TRANS	\$10.00
CHECK ISSUED ITEMS	\$0.02	IMAGE VIEWER	\$10.00
CHECKS/ITEMS PAID	\$0.06	INTEG PAYABLES ACCT MAINT	\$0.00
CHK IMAGE – DEP ITEM CAPTURE	\$0.04	LOCKBOX DEPOSITS	\$0.20
DEMAND DEPOSIT ACCT MAINT	\$10.00	ON US	\$0.06
DEPOSIT ADJ PROCESSING	\$5.00	ONLINE BANKING	\$0.00
DEPOSITS	\$0.20	OVERDRAFT / NSF ITEMS	\$37.00
ELECTRONIC BILL PAYMENT	\$1.00	PAPER STATEMENT DELIVERY	\$0.00
ELECTRONIC BILL PYMT MAINT	\$25.00	POSITIVE PAY W/ RECON	\$0.01



## PRICING MATRIX - COMPLETE

Item	Price	Item	Price
PPR DISB RCN FULL POSPAY MNT	\$25.00	RLBX ITEMS	\$0.18
PPR DISB RECON RPT PD/OUTSTD	\$0.03	RLBX MAINTENANCE	\$75.00
RETURN ITEM PROCESS-RECLEAR	\$0.00	RLBX MULTI CHECKS OR DOCS	\$0.0175
RETURN ITEM PROCESS-REG	\$0.00	RLBX OVER-THE-COUNTER ITEM	\$0.90
RETURN ITEM SPECIAL HAND	\$0.00	RLBX TRANSMISSION	\$100.00
RLBX CASH PYMT PROCESSING	\$2.00	RLBX UNPROCESSABLE REJECT	\$0.25
RLBX CD ROM WEEKLY/MO	\$35.00	SPECIAL STATEMENT	\$12.00
RLBX CORRESPONDENCE	\$0.15	STOP PAYMENT MANUAL	\$37.00
RLBX CREDIT CARD PAYMENT	\$0.164	STOP PAYMENTS PRIME	\$35.00
RLBX IMAGE ARCHIVE	\$75.00	TOKEN FEE	\$50.00
RLBX IMAGES	\$0.02	TOTAL INTEREST PAID	\$0.00



## PRICING MATRIX - COMPLETE

Item	Price	Item	Price
TRANSIT	\$0.06	WLBX REPORT DISTRIBUTION	\$75.00
VIRTUAL IMAGE VIEWER	\$0.00	ZERO BALANCE ACCT MAINT	\$10.00
WIRE INCOMING FED TRANSFER	\$15.00	MOBILE RDC MONTHLY MAINT	\$5.00
WIRE INTERNAL/BOOK TRANSFER	\$10.00	BBOL INTRA-BANK TRANSFER	\$1.50
WIRE OUTGOING WEB FREEFRM	\$12.00		
WIRE OUTGOING WEB TEMPLATE	\$12.00		
WLBX DOCUMENT REASSOC	\$0.10		
WLBX IMAGE ARCHIVE	\$75.00		
WLBX IMAGES	\$0.07		
WLBX MAINT	\$75.00		
WLBX REMITTANCE PROCESSING	\$0.49		

## ANNUAL REVIEW

### 1. PRODUCTS AND SERVICES REVIEW

Each year (at a minimum), your First Horizon team commits to reviewing the entire relationship to determine additional products and services that may be of benefit to the City of Kingsport, as well as to discussing pain points and areas of opportunity to improve the efficiency and efficacy of the financial relationship.

### 2. PRICING REVIEW

During the abovementioned review (or at another time if desired), your First Horizon team will conduct a comprehensive pricing review to insure that the services are priced competitively with respect to the market. Indeed, your services were provided to you at no cost in the past year, and we intend to continue to position your pricing to maintain that level of expense. Additionally, we will review both the PCARD rebate rate and the Earnings Credit Rate in addition to the pricing review to ensure that these rates also remain competitively priced.

# A TRADITION OF EXCELLENCE

At First Horizon Bank, we are committed to being the best at meeting the business banking needs of our customers. We consider it a privilege to serve you, and we are proud to have been recognized by both the 2019 Phoenix-Hecht Middle Market Quality Index™ and the 2018 Greenwich Excellence Awards.





VII.5

## AGENDA ACTION FORM

### Consideration of a Resolution Rejecting the Proposals for Unarmed Security Services

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

Action Form No.: AF-343-2021  
Work Session: December 20, 2021  
First Reading: N/A

Final Adoption: December 21, 2021  
Staff Work By: Staff  
Presentation By: R. McReynolds

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#### Recommendation:

Approve the resolution.

#### Executive Summary:

On August 10, 2021, Request for Proposals were received for unarmed security services. Proposals were received from four vendors for this service.

The committee recommends rejecting the proposals for this service.

#### Attachments:

1. Resolution
2. Bid Opening Minutes

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*

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

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

A RESOLUTION REJECTING ALL PROPOSALS RELATED TO  
THE REQUEST FOR PROPOSALS FOR UNARMED SECURITY  
SERVICES

WHEREAS, proposals were opened on August 10, 2021, for unarmed security services;  
and

WHEREAS, four proposals were received for this service; and

WHEREAS, at this time, the committee recommends rejecting all proposals received.

Now therefore,

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

SECTION I. That all proposals opened August 10, 2021, for unarmed security services  
are rejected.

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 21st day of December, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
August 10, 2021  
4:00 P.M.

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

The Bid Opening was held in the Conference Room 436, 4<sup>th</sup> Floor, City Hall.

The Procurement Manager opened with the following bids:

RFP – UNARMED SECURITY SERVICES	
Vendor:	
Falu Security	
Blue Line Security	
Eagle One Protection Services	
Garda World	

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





## AGENDA ACTION FORM

### Consideration of a Resolution Authorizing the Mayor to Sign a Release of Demolition Lien on Property Located at 2513 Fort Henry Drive

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

Action Form No.: AF-370-2021  
 Work Session: December 20, 2021  
 First Reading: N/A

Final Adoption: December 21, 2021  
 Staff Work By: Bart Rowlett  
 Presentation By: C. McCartt

#### Recommendation:

Approve the Resolution

#### Executive Summary:

The city demolished a dilapidated structure located at 2513 Fort Henry Drive, the property being more particularly described as Tax Map No. 0611; Group L; Parcel No. 024.00. The property is owned by the descendants of Jos. T. Simmonds and May Simmonds. Demolition costs in the amount of \$21,840.00 were incurred by the city as a result of the demolition. A lien was recorded against the property on April 30, 2020, to secure these costs. Interest in the amount of \$6,227.82 has accrued on the original demolition costs.

Recently, the descendants listed the property for sale along with two adjoining properties identified as tax parcels 021.00 and 023.00. The descendants have requested the city accept the sum of \$21,000.00 from the sale proceeds in exchange for a release of the demolition lien. The sale cannot be closed until the lien is released.

Only parcel 024.00 located at 2513 Fort Henry Drive is encumbered by the lien. State law and the code of ordinances empower the city to pursue an action in debt against the property owners. However, this would require the investment of additional resources without the certainty of a favorable result.

The accompanying resolution authorizes the mayor to execute a release of lien in exchange for \$21,000.00

#### 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: *aw*

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
RELEASE OF DEMOLITION LIEN PLACED AGAINST  
PROPERTY LOCATED AT 2513 FORT HENRY DRIVE AND TO  
EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY  
AND PROPER TO EFFECTUATE THE PURPOSE OF THIS  
RESOLUTION

WHEREAS, the city demolished a dilapidated structure situated at 2513 Fort Henry Drive in Kingsport, Tennessee the location being more particularly described as Tax Map No. 0611; Group L; Parcel No. 024.00; and

WHEREAS, on April 30, 2020, a lien was placed against the aforementioned property to secure demolition costs in the amount of \$21,840.00 and the cost to record the lien of \$12.00 which were incurred by the city; and

WHEREAS, the real property is owned by the descendants of Jos. T. Simmonds and May Simmonds; and

WHEREAS, the property at 2513 Fort Henry Drive along with adjoining tax parcels 021.00 and 023.00 were recently listed for sale and are currently under contract; and

WHEREAS, the descendants have requested the city accept the sum of \$21,000.00 in exchange for a release of the demolition lien so that the sale of the property can be closed; and

WHEREAS, only the property at 2513 Fort Henry Drive is encumbered by the lien. While state law and the city code of ordinances empower the city to pursue an action in debt to recover the demolition costs and accrued interest associated with those costs, this would require the investment of additional resources with no guaranteed outcome.

Now therefore,

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

SECTION I. That the board of mayor and alderman accepts the sum of \$21,000.00 in exchange for a release of the demolition lien placed against the property at 2513 Fort Henry Drive, Kingsport, Tennessee.

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 a release of lien along with all other documents necessary and proper to effectuate the purpose of this resolution.

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

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



ADOPTED this the 21<sup>st</sup> day of December, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY