



## **AGENDA**

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

**Monday, December 6, 2021, 4:00 p.m.  
City Hall, 415 Broad Street, Boardroom**

#### **Board of Mayor and Aldermen**

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

#### **Leadership Team**

Chris McCartt, City Manager  
Michael Borders, Assistant City Manager  
J. Michael Billingsley, City Attorney  
John Rose, Economic Development Director  
John Morris, Budget 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  
Scott Boyd, Fire Chief  
Ken Weems, Planning Manager

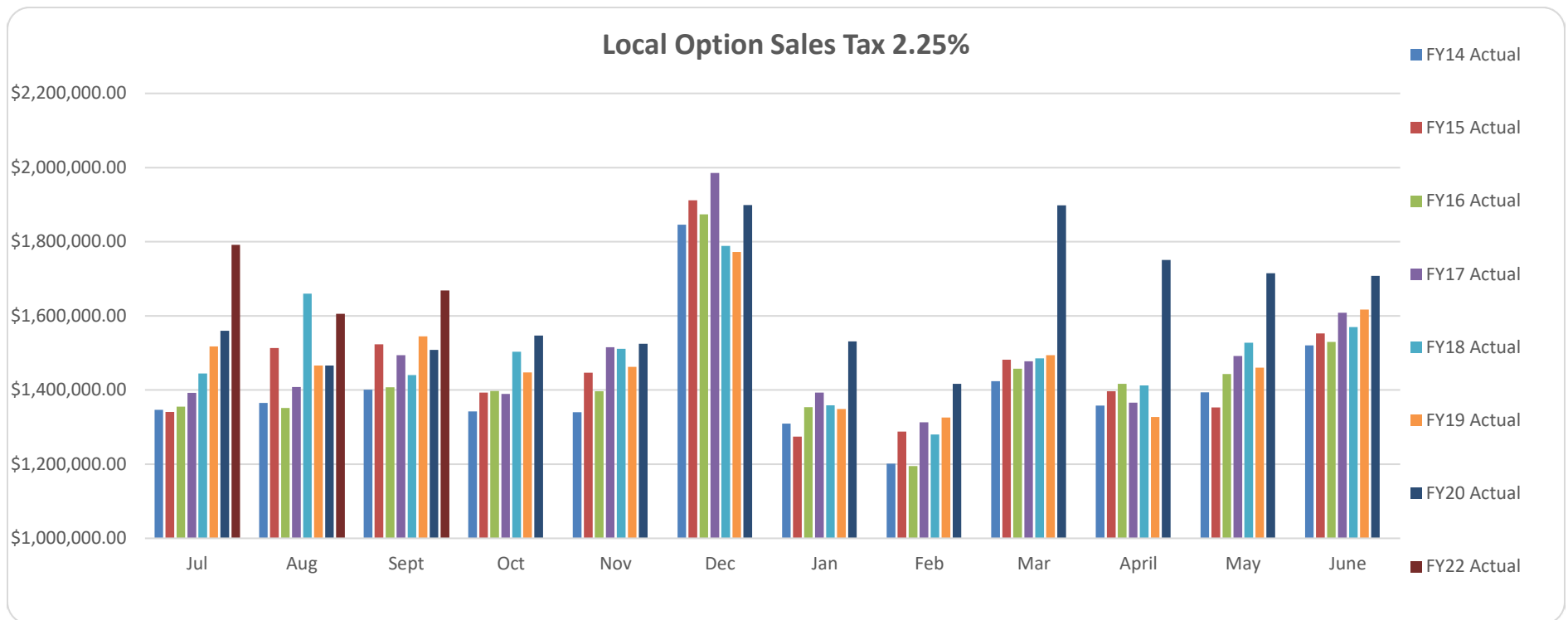
1. Call to Order
2. Roll Call
3. Legislative Delegation Conversation
4. Municipal Election Information – Jason Booher
5. Review of items on December 7, 2021 Business Meeting Agenda
6. Adjourn

**Next Work Session, Monday, December 20, 2021**

## 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		\$1,550,000.00				
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>\$515,008.96</b>	<b>11.26%</b>	<b>\$530,720</b>	<b>11.65%</b>



## BMA Report, December 7, 2021



### **Kingsport Employee Wellness, Michael Wessely**

	01/01/2021 – 11/30/21	12/01/2021 – 12/3/2021
<b>Total Utilization</b>	<b>87.7%</b>	<b>93.9%</b>
City – Active Employees	65.9%	71.0%
City – Dependents	29.0%	24.2%
City – Retirees	0.2%	0.0%
Extended-Patient Services/Other	0.3%	0.0%
Work Comp	0.4%	0.0%
No Show	4.2%	4.8%

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

For the month of November 2021, the City had four workers' compensation claims, none lost time and all returned to work after an initial examination with no or limited duty restrictions. Kingsport City Schools had six claims and all were able to return to duty, without a loss of time, after an initial evaluation or treatment.



# City of Kingsport

December 7, 2021

## Project Status in Pictures

### 1 Christmas in the Park

*There's a special holiday display in Glen Bruce Park in downtown Kingsport!*

### 3 Allandale Mansion

*The mansion has been beautifully decorated after receiving some much needed landscaping.*

### 2 Lochwood Drainage Project

*Hydroseeding and paving have been completed, making this project finished.*

### 4 New Skate Park

*All of the features have been set and the project is on track to be completed in early spring.*





# 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.	5/16/2022	Proposals for installation by a contractor were recently opened. They will soon be under contract to install up to 12,000 meters.
\$2,500,000.00	Michael Thompson	<b>2021 Main Road Paving (MTPO Funded)</b>	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	11/1/2022	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	Hardcore Skateparks is currently preparing concrete formwork for the Skate Park accessories.
\$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	Still waiting on final markings to be installed.
\$850,000.00	Chad Austin	<b>ETSU @ Valleybrook Farm sewer extension</b>	Approximately 5,000 ft extension of sewer to Valleybrook Farm facility owned by ETSU. Project is funded through grant from Appalachian Regional Commission and Washington County.	12/31/2022	Plans have been produced. Engineering is working with Legal to purchase easements for extension.
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$210,000.00	Randy Salyer	<b>Riverfront Park Pedestrian Swinging Bridge Improvements</b>	Structural improvements to the swinging bridge at Riverfront Park.	2/28/2022	Bids for project will be opened on December 8th.
\$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	Pre-construction meeting set for November 16th at 10 A.M.
\$60,000.00		<b>Traffic Signal Shed</b>	Shed for signal materials	4/30/2022	Currently working on project quotes.
	Chris Campbell	<b>KATS Maintenance Facility Phase 2</b>	Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded)		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.		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.	12/31/2021	<a href="#">Approximately 1.75 miles are complete. Work continues northeast toward the intersection with Chestnut and Azalea.</a>
	Shirley Buchanan	<b>Senior Center Atrium Improvements</b>	Improvements to the Atrium at the Renaissance Center to improve functionality		Atrium Improvements are ready to bid out



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## **AGENDA**

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

#### **BUSINESS MEETING**

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

#### **Board of Mayor and Aldermen**

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

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

Chris McCartt, City Manager  
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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 – New Vision Youth**

#### **II.B INVOCATION – Pastor Phil Whittmore, Bloomingdale Baptist Church**

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

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

1. Dobyns 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)
  - Appointment

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

1. Work Session – November 15, 2021

2. Business Meeting – November 16, 2021

**VI. COMMUNITY INTEREST ITEMS**

**A. PUBLIC HEARINGS**

1. Consideration of an Ordinance Amending 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 Hearing
  - Ordinance – First Reading
2. Consideration of an Ordinance to Vacate Excess Right-Of-Way Known as Buckles Drive and Simpson Street (AF:333-2021) (Savannah Garland)
  - Public Hearing
  - Ordinance – First Reading
3. Consideration of an Ordinance to Vacate Excess Right-of-Way adjacent to 1777 N. Eastman Road (AF:334-2021) (Savannah Garland)
  - Public Hearing
  - Ordinance – First Reading
4. Consideration of an Ordinance Vacating Right-of-Way Adjacent to Globe Avenue (AF:335-2021) (Savannah Garland)
  - Public Hearing
  - Ordinance – First Reading

**COMMENT**

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

**B. BUSINESS MATTERS REQUIRING FIRST READING**

1. Changing the Date of Municipal Elections to Coincide with the August General Election and Extending the Terms of Office (AF:312-2021) (Mayor Shull)
  - Ordinance – First Reading
2. Budget Adjustment Ordinance for Various Funds in FY22 (AF:350-2021) (Chris McCartt)
  - Ordinance – First Reading
3. Amend the FY 2022 the General Purpose School Fund (AF:348-2021) (David Frye)
  - Ordinance – First Reading
4. Amend the FY 2022 School Special Projects Fund Budget (AF:351-2021) (David Frye)
  - Ordinance – First Reading

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

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:328-2021) (Chris McCartt)
  - Ordinance – Second Reading and Final Adoption

**D. OTHER BUSINESS**

1. Consideration of a Resolution Awarding the Bid for Equipment & Medium/Heavy Duty & Light Duty Automotive Repair Services (AF:331-2021) (Ryan McReynolds/Steve Leonard)
  - Resolution
2. Award Purchase for One (1) CAT 953 Track Loader Utilizing Sourcewell Cooperative Purchasing Agreement (AF:336-2021) (Ryan McReynolds/Steve Leonard)
  - Resolution
3. Recommendation to Award Bid and Enter into an Agreement for Nutrition Software to EMS LINQ, Inc., for Kingsport City School Nutrition (AF:332-2021) (David Frye)
  - Resolution
4. Consideration of Resolution to Award the KCS School Nutrition Services Dairy Bid to Prairie Farms Dairy and Authorizing the Mayor to Sign All Applicable Documents (AF:340-2021) (David Frye)
  - Resolution
5. Consideration of a Resolution Approving the Tennessee State-Subdivision Opioid Abatement Agreement and Authorizing the Mayor to Execute the Agreement (AF:342-2021) (Chris McCartt)
  - Resolution
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 Vehicle Crash on February 11, 2021 (AF:341-2021) (Chris McCartt/Bart Rowlett)
  - Resolution
7. Consideration of a Resolution Approving an Amendment to the Redevelopment Plan for Kingsport by Establishing the Lynn Garden Redevelopment District (AF:322-2021) (Chris McCartt/Jessica Harmon)
  - Resolution



8. Consideration of a Resolution Approving an Amendment to the Redevelopment Plan for Kingsport by Amending the Downtown Redevelopment District Boundary (AF:323-2021) (Chris McCartt/Jessica Harmon)
  - Resolution
9. Approving the Renewal of a Policy for Stop Loss Insurance Coverage with Voya Reliastar Life Insurance Company (AF:338-2021) (Michael Borders)
  - Resolution
10. Awarding Merchant Service Processing for Central Square Accounts to PAYA and Authorizing the Mayor to Execute the Agreements (AF:352-2021) (Lisa Winkle)
  - Resolution
11. Ratifying the Mayor's Signature on a Pre-Application for a Appalachian Regional Commission Grant for Replacement of the Water Treatment Plant Traveling Screens (AF:354-2021) (Ryan McReynolds)
  - 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. Authorizing the Mayor to Enter into an Agreement with Wilson County Schools for Cooperative Purchasing (AF:283-2021) (David Frye)
  - Resolution
2. Consideration of a Resolution Rejecting the Proposals for Solid Waste Disposal (AF:315-2021) (Ryan McReynolds)
  - Resolution
3. Consideration of a Resolution Changing Certain Meeting Dates for Work Sessions and Business Meetings of the Board of Mayor and Aldermen (AF:346-2021) (Chris McCartt)
  - Resolution
4. Amend the Wage and Salary Policy Adopted by Resolution 2009-257 (AF:339-2021) (Michael Borders)
  - Resolution
5. Authorizing the Mayor to Execute a Contract with Americans for the Arts (AF:330-2021) (Michael Borders)
  - Resolution
6. Accept a Monetary Donation for the Upgrade of J Fred Johnson Stadium Lights and Sound Systems (AF:347-2021) (David Frye)
  - Resolution

**VIII. COMMUNICATIONS**

- A. City Manager
- B. Mayor and Board Members
- C. Report on Debt Obligation – Lisa Winkle
- D. 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**



Revised 12/7/2021

**AGENDA ACTION FORM****Appointment to the Employee Dependent Scholarship Program**

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

Action Form No.: AF-345-2021  
 Work Session: December 6, 2021  
 First Reading: N/A

Final Adoption: December 7, 2021  
 Staff Work By: Mayor Shull  
 Presentation By: Mayor Shull

**Recommendation:**

Approve appointments.

**Executive Summary:**

It is recommended to appoint Dr. Sam Rowell to the Employee Dependent Scholarship Program for the City of Kingsport and the Kingsport Housing and Redevelopment Authority (KHRA). If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years; one term limit with the Mayor's right to reappoint one additional term. The board is comprised of five (5) members of which two are appointed by KHRA.

<b>Current Board:</b>			
Member	Term Expires	No. of Terms	Eligibility
Jennifer Thacker	8/1/23	1	City of KPT Appointment
Esther Rodolphe	8/1/23	2	KHRA Appointment
Terry Cunningham	8/1/23	2	KHRA Appointment
Laura Feagins	8/1/23	1	City of KPT Appointment
Lora Barnett	8/1/23	2	City of KPT Appointment

<b>Recommended Board:</b>			
Member	Term Expires	No. of Terms	Eligibility
Sam Rowell	8/1/23	Fulfill unexpired term	City of KPT Appointment
Esther Rodolphe	8/1/23	2	KHRA Appointment
Terry Cunningham	8/1/23	2	KHRA Appointment
Laura Feagins	8/1/23	1	City of KPT Appointment
Lora Barnett	8/1/23	2	City of KPT Appointment

**Attachments:**

1. Sam Rowell Bio

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

## SAMUEL S. ROWELL

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*14504 Cedar Creek Road • Meadowview, VA 24361*

*Telephone: (276) 608-2567 Home • (423) 354-5207 Work*

*Email: [ssrowell@northeaststate.edu](mailto:ssrowell@northeaststate.edu)*

Sam Rowell is currently the Vice President of Economic and Workforce Development, Northeast State Community College

Sam has an extensive community service background and currently serves as a 3<sup>rd</sup> Degree member of the Knight of Columbus Catholic organization that supports community outreach programs for the less fortunate. His past service includes the Parent Teacher Association, coaching little league baseball and youth football, as well as a member of the Little League Baseball Board of Directors and chairing the regional High School Skills USA Precision Machining Competition.

He also serves on the Kingsport Chamber Legislative Affairs Committee, is a member of the Kingsport Community Partners Committee, NetWorks Economic Development Board and the Sullivan County Mayor's Blue Ribbon Task Force, and is currently chairing the Sullivan County Work Ready Community.

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, November 15, 2021, 4:30 PM  
City Hall, Boardroom, 415 Broad Street

PRESENT: Board of Mayor and Aldermen  
Mayor Patrick W. Shull, Presiding  
Vice-Mayor Colette George  
Alderman Betsy Cooper  
Alderman Darrell Duncan  
Alderman 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:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** Deputy City Recorder Marshall. Absent: Alderman Paul W. Montgomery
3. **KEDB/NETWORKS QUARTERLY UPDATE.** Craig Denison and Clay Walker provided information on this item, discussing various projects withing these organizations and their status. Some discussion followed as they answered questions from the board.
4. **RISK MANAGEMENT UPDATE.** Risk Manager John Burkholder presented this item and answered questions regarding insurance and workers compensation programs. There was some discussion.
5. **REVIEW OF AGENDA ITEMS ON THE NOVEMBER 16, 2021 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.



**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday November 15, 2021**

**VI.B.1 Budget Adjustment Ordinance for Various Funds in FY22** (AF: 328-2021). City Manager McCartt noted this item included designating the money from the opioid settlement into a project so it would be ready when the other agencies are ready to move forward. City Recorder Winkle confirmed the city had already received the money. There was some discussion on how long to wait before using the money for other projects.

**VI.D.2 Execute Interlocal Agreement with Sullivan County to Allow a Lease Agreement for Use of Space at 225 West Center Street by Create Appalachia and Execute a Lease Agreement with Create Appalachia** (AF: 325-2021). John Rose provided information on this item and the programs offered by this organization. He pointed out the city would not be putting any money into the building. He also explained how this differs from what is offered at the Inventor Center but how they would also provide support.

**6. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:20 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, November 16, 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 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:** Assistant City Attorney Bart Rowlett

**II.B. INVOCATION:** Pastor Ken Calvert, Shiloh Baptist Church.

**III.A. ROLL CALL:** By City Recorder Winkle. Absent: Alderman Paul Montgomery.

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

1. Recognition of Dr. Mickey Spivey (Chief Boyd and Alderman Phillips).
2. Tennessee Public Works Association Project of the Year - City Hall (Ryan McReynolds and Vice-Mayor George)

**IV.B. APPOINTMENTS/REAPPOINTMENTS. *(These items are considered under one motion.)***

Motion/Second: George/Olterman, to approve:

1. **Reappointment to Kingsport Housing and Redevelopment Authority**  
(AF: 317-2021) (Mayor Shull).

Approve:

REAPPOINTMENT OF MR. SETH JERVIS TO SERVE ANOTHER FIVE-YEAR TERM  
ON THE **KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY** EFFECTIVE  
IMMEDIATELY AND EXPIRING ON FEBRUARY 28, 2027.

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 16, 2021**

**2. Appointment to Emergency Communication District/E-911 Board** (AF: 319-2021) (Mayor Shull).

Approve:

APPOINTMENT OF MR. JEFF FLEMING TO SERVE A TERM ON THE **EMERGENCY COMMUNICATION DISTRICT/E-911 BOARD** EFFECTIVE IMMEDIATELY AND EXPIRING ON DECEMBER 31, 2025.

Passed: All present voting “aye.”

**3. Appointments/Reappointment to the Public Art Commission** (AF: 318-2021) (Mayor Shull).

Approve:

APPOINTMENT OF JENNIFER ADLER AND DEBORAH MULLINS AND REAPPOINTMENT OF JOSHUA REID TO SERVE THREE-YEAR TERMS ON THE **PUBLIC ART COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING JULY 31, 2024.

Passed: All present voting “aye.”

**V. APPROVAL OF MINUTES.**

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

- A. November 1, 2021 Regular Work Session
- B. November 2, 2021 Regular Business Meeting

Approved: All present voting “aye.”

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.** None.

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

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

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

Motion/Second: George/Olterman, to pass:

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 first reading: All present voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 16, 2021**

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

**1. Appropriate \$25,907.00 from the Department of Justice, Office of Justice Program FY21 Edward Byrne Memorial Justice Assistance Grant Program (AF: 302-2021) (Dale Phipps).**

Motion/Second: Duncan/George, to pass:

**ORDINANCE NO. 6975**, AN ORDINANCE TO AMEND THE JUSTICE ASSISTANT GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Appropriate \$8,450.00 from the USDOJ/Office of Justice Program FY21 Bulletproof Vest Partnership Funding (AF: 303-2021) (Dale Phipps).**

Motion/Second: Phillips/Cooper, to pass:

**ORDINANCE NO. 6976**, AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE US DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2022; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Amend Code of Ordinances, Section 98-530 Relating to Impounding Vehicles (AF: 311-2021) (Chris McCartt)**

Motion/Second: Duncan/Phillips, to pass:

**ORDINANCE NO. 6977**, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, SECTION 98-530 RELATING TO TRAFFIC AND VEHICLES- IMPOUNDMENT OF VEHICLES; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**4. Budget Adjustment for the General Project Fund and General Projects-Special Revenue Fund in FY22 (AF: 314-2021) (Chris McCartt)**

Motion/Second: George/Duncan, to pass:

**ORDINANCE NO. 6978**, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND AND GENERAL PROJECTS-SPECIAL REVENUE FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Cooper, Duncan, George, 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, November 16, 2021**

**D. OTHER BUSINESS.**

**~~1. Bid Award for Solid Waste Disposal with Eco-Safe Systems, LLC dba Waste Management and Authorizing the Mayor to Execute All Applicable Documents (AF: 315-2021) (Ryan McReynolds).~~** This item was pulled from the agenda on November 15.

**2. Execute Interlocal Agreement with Sullivan County to Allow a Lease Agreement for Use of Space at 225 West Center Street by Create Appalachia and Execute a Lease Agreement with Create Appalachia (AF: 325-2021) (Chris McCartt/John Rose).**

Motion/Second: Olterman/George, to pass:

**Resolution No. 2022-092,** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH SULLIVAN COUNTY TO ALLOW A LEASE AGREEMENT FOR THE USE OF SPACE AT 225 W. CENTER STREET BY CREATE APPALACHIA; TO EXECUTE A LEASE AGREEMENT WITH CREATE APPALACHIA FOR THE USE OF SPACE AT 225 W. CENTER STREET AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

**3. Approve a Sealed Proposal from Assured Partners for Excess Workers’ Compensation Insurance Coverage (AF: 320-2021) (John Burkholder).**

Motion/Second: Duncan/George, to pass:

**Resolution No. 2022-093,** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GRAY INSURANCE COMPANY AND MIDWEST EMPLOYERS CASUALTY COMPANY THROUGH ASSURED PARTNERS FOR EXCESS WORKERS’ COMPENSATION INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**4. Approve a Sealed Proposal from McGriff Insurance Services for Property Insurance Covering City-Owned Buildings (AF: 321-2021) (John Burkholder).**

Motion/Second: Cooper/Phillips, to pass:

**Resolution No. 2022-094,** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MCGRIFF INSURANCE SERVICES, INC. AND TRAVELERS INSURANCE FOR CITY OF KINGSFORT PROPERTY INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 16, 2021**

**5. Execute a Memorandum of Understanding for the Use of Space at Boys and Girls Club of Greater Kingsport by Kingsport City Schools** (AF: 310-2021) (Chris McCartt).

Motion/Second: Olterman/Duncan, to pass:

**Resolution No. 2022-095**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR THE USE OF SPACE AT BOYS AND GIRLS CLUB OF GREATER KINGSPORT'S FACILITY BY KINGSPORT CITY SCHOOLS AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

**6. Approve Two Change Orders above the Contingency Amount Allocated for Scott Adams Memorial Skate Park** (AF: 309-2021) (Michael Borders).

Motion/Second: Duncan/George, to pass:

**Resolution No. 2022-096**, A RESOLUTION APPROVING CHANGE ORDER NOS. 2129-03, 2129-04, AND 2129-05 TO THE CONTRACT WITH GRC CONSTRUCTION FOR CHANGES TO THE NEW SCOTT ADAMS MEMORIAL SKATE PARK IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

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

Motion/Second: George/Olterman, to adopt:

**1. Consent to Subcontract Work on Behalf of Redflex Traffic Systems, Inc.** (AF: 326-2021) (Dale Phipps).

Pass:

**Resolution No. 2022-097**, A RESOLUTION APPROVING A CONSENT TO SUBCONTRACT FOR REDFLEX TRAFFIC SYSTEMS, INC. WITH NATIONAL SERVICES, LLC, CSG, INC., AND C3/CUSTOMERCONTACTCHANNELS, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE CONSENT TO SUBCONTRACT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONSENT TO SUBCONTRACT OR THIS RESOLUTION

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

**2. Amend Contract with Mark III to Renew for One Year** (AF: 316-2021) (Michael Wessely).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 16, 2021**

Pass:

**Resolution No. 2022-098**, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH MARK III EMPLOYEE BENEFITS TO EXTEND THE CONTRACT FOR ONE YEAR; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

**3. Approve Lease Agreement with H.O.P.E. for Space at Lynn View Community Center (AF: 327-2021) (Michael Borders).**

Pass:

**Resolution No. 2022-099**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT FOR THE USE OF SPACE AT THE LYNN VIEW COMMUNITY CENTER BY HOPE AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

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

**4. Execute an Amendment to the Agreement with St. Andrew's Parish Parks & Playground Commission dba eTrak Terminating the Parties Agreement (AF: 329-2021) (Michael Borders).**

Pass:

**Resolution No. 2022-100**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH ST. ANDREW'S PARISH PARKS AND PLAYGROUND COMMISSION D/B/A ETRAK TERMINATING THE PARTIES AGREEMENT; AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

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

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.**

- Materials Agreement for Orth Construction Phase 2
- Materials Agreement for Orth Construction Phase 3
- Materials Agreement for Caymus Yard

Mr. McCartt commented on these materials agreements for record in the minutes. He also extended condolences to the family of Lance Edwards from Public Works who passed away, stating thoughts and prayers are with them.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 16, 2021**

**B. MAYOR AND BOARD MEMBERS.** Alderman Duncan commented on the Dobyys Bennet band winning this past weekend and congratulated Lafe Cook, his staff and the kids. He also thanked those who were appointed to the boards earlier in the meeting. Lastly Mr. Duncan pointed out the benefits of the Connect Kingsport app and encouraged citizens to use it. Alderman Cooper commented on the many upcoming events in downtown Kingsport through the month of December including the Christmas parade and tree lighting. Alderman Phillips discussed the community survey, pointing out the importance of citizen feedback. He commented on the significance of the materials agreements and encourage citizens to follow Jeff Fleming to get a better understanding of where the new housing is located. Lastly Mr. Phillips wished everyone a Happy Thanksgiving. Alderman Olterman also congratulated the DB Band and pointed out the basketball team was ready to go. Vice-Mayor George commented on the new developments and homes and stated she was thankful for the people in this community and amenities such as Bays Mountain and Parks and Recreation. Mayor Shull commented on an article in the Times News about Rush Street and wished everyone a Happy Thanksgiving.

**C. VISITORS.** Dr. Fagerburg commented on handwashing stations.

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

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## AGENDA ACTION FORM

### **Consideration of an Ordinance Amending 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**

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:**

- Hold Public Hearing
- 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. Notice of Public Hearing
2. Zoning Ordinance
3. Staff Report

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	—	—	—
Otteman	—	—	—
Phillips	—	—	—
Shull	—	—	—

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, December 7, 2021 to consider amending the Code of Ordinances. The proposed ordinance will provide an electronic message board component option for freestanding signs located in industrial zones. The regular business meeting will begin at 7:00 p.m. in the boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

All interested persons are invited to attend this meeting and public hearing. A detailed description of the zoning text amendment is on file in the offices of the City Manager, City Planning Manager, and public library for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9368.

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9485 or by emailing [ADAContact@KingsportTN.gov](mailto:ADAContact@KingsportTN.gov) at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 11/22/2021



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: \_\_\_\_\_

<b>Property Information</b>		M-1, M-1R, and M-2 zones	
<b>Address</b>			
<b>Tax Map, Group, Parcel</b>			
<b>Civil District</b>			
<b>Overlay District</b>			
<b>Land Use Designation</b>			
<b>Acres</b>			
<b>Existing Use</b>		<b>Existing Zoning</b>	
<b>Proposed Use</b>		<b>Proposed Zoning</b>	
<b>Owner /Applicant Information</b>			
<b>Name:</b> Kingsport Regional Planning Commission <b>Address:</b> <b>City:</b> <b>State:</b> <b>Zip Code:</b> <b>Email:</b> <b>Phone Number:</b>		<b>Intent:</b> To amend 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.	
<b>Planning Department Recommendation</b>			
<b>(Approve, Deny, or Defer)</b>  The Kingsport Planning Division recommends sending a positive recommendation to the Board in support of the proposed zoning text amendment.			
<b>Planner:</b>	Ken Weems	<b>Date:</b>	11/1/21
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>11/18/21</b>
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

To amend Chapter 114, Sections 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 their freestanding sign.

Introduction:

The City's existing sign code allows an electronic message board component to the freestanding sign allowance for parcels in the B-3 (Highway Oriented Business), BC (Business Conference), B-4P (Planned Business), and TA/C (Tourist Accommodation/ Commerce) zoning districts. This allowance permits up to fifty percent of a parcel's freestanding sign size to be an electronic message board. Additionally, the existing sign code also permits public schools and churches in any residential zone to have an electronic message board component to their freestanding sign under certain conditions.

Presentation:

Staff evaluated both Johnson City and Bristol, TN zoning ordinances to find that both cities already permit an electronic message board component for freestanding signs in all of their industrial zones. Due to a rise in demand, and the desire to afford similar sign allowances as adjacent cities, planning staff proposes the following change to the sign code:

Current zoning text:

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: B-3, General Business District, BC, Business Conference Center District, B-4P, Planned Business District, and TA, Tourist Accommodation District as follows:

Proposed zoning text (added text highlighted in bold font):

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:

The proposed change will treat industrial districts the same as the commercial districts that already have an electronic message board allowance, where half of their freestanding sign size allotment can be an electronic message board. The maximum freestanding sign size allowance for the M-1R district is 32 square feet for individual businesses and 50 square feet for industrial park entrances. The maximum freestanding sign size allowance for both the M-1 and M-2 zones is 200 square feet for both individual businesses and industrial park entrances.

One housekeeping measure, the correction of the name of the TA/C zone is also accounted for in this proposal. The electronic message board portion of the sign code was never changed to the new TA/C zone in the past when the former TA zone transitioned to the TA/C zone.



## 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:

- Hold Public Hearing
- 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. Notice of Public Hearing
2. Ordinance
3. Staff Report

Funding source appropriate and funds are available: *JA*

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: *LL*

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, December 7, 2021, to consider the vacating of right-of-way located off Simpson Street. The regular business meeting will begin at 7:00 p.m. in the large boardroom located on the third floor of City Hall, at 415 Broad Street, Kingsport, Tennessee.

The property proposed for vacating is generally 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.

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

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

CITY OF KINGSFORT  
Angie Marshall, City Clerk  
P1T: 11/22/2021



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 KINGSFORT, 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 KINGSFORT, 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: \_\_\_\_\_

<b>Property Information</b>	Eastman Road Closures		
<b>Address</b>	Off Jared Drive (Long Island area)		
<b>Tax Map, Group, Parcel</b>	N/A		
<b>Civil District</b>	13 <sup>th</sup> Civil District		
<b>Overlay District</b>	N/A		
<b>Land Use Designation</b>	M-2		
<b>Acres</b>	Sections of roads to close +/- 2.62		
<b>Applicant Information</b>		<b>Intent</b>	
<b>Name:</b> Eastman Chemical Company <b>Address:</b> P.O box 511 <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37662 <b>Phone Number:</b> (423) 229-2504		<b>Intent:</b> <i>To vacate existing County and City right-of-way abutting Eastman Chemical Property.</i>	
<b>Planning Department Recommendation</b>			
<b>(Approve, Deny, or Defer)</b> <b>The Kingsport Planning Division recommends vacating the excess right-of-way off John B Dennis:</b> <ul style="list-style-type: none"> <li>Request reviewed by all city departments and County Highway Department.</li> <li>Request reviewed by Utility Providers</li> </ul> <b>Staff Field Notes and General Comments:</b> <p>The applicant for this request owns the property surrounding the request. The requested vacating area consists of different sections of Simpson St., Jared Dr., Burleson St., Eastman Rd., and Island Dr. There are no property owners with land abutting or dependent on any of these closed sections other than Eastman. The applicant has also met with the Sullivan County Highway Department and they have no objections to the requested vacating. These sections are all within Kingsport's Urban Growth Boundary and only a small section of Simpson St. is inside the City.</p> <p>All Utility providers and the City water/sewer department have reviewed this project and have responded that there is no need to keep these road open for public access.</p>			
<b>Planner:</b>	Garland	<b>Date:</b> 9/30/2021	
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>November 18, 2021</b>
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

**PROPERTY INFORMATION****Eastman Road Closures**

<b>ADDRESS</b>	<b>Jared Drive vicinity</b>
<b>DISTRICT, LAND LOT</b>	<b>Sullivan County</b>
	<b>13<sup>th</sup> Civil District</b>
<b>OVERLAY DISTRICT</b>	<b>N/A</b>
<b>CURRENT ZONING</b>	<b>M-2</b>
<b>PROPOSED ZONING</b>	<b>No Change</b>
<b>ACRES +/- 2.62</b>	
<b>EXISTING USE</b>	<b>Public Roads</b>
<b>PROPOSED USE</b>	<b>Private Roads</b>

**PETITIONER 1: Eastman Chemical Company**  
**P.O. Box 511 Kingsport, TN 37662**

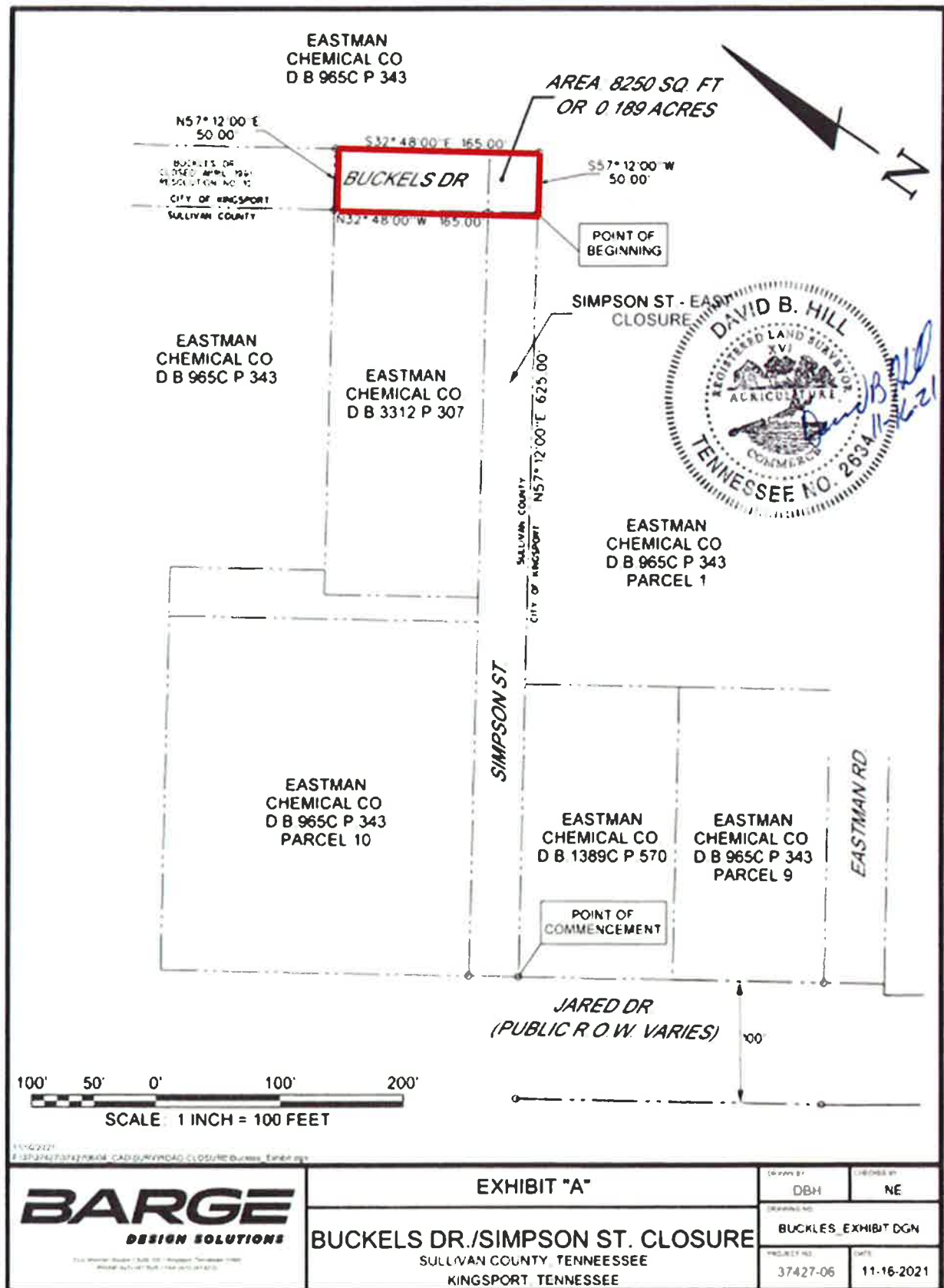
**INTENT**

The applicant for this request owns the property surrounding the area. The requested vacating area consists of different sections of Simpson St., Jared Dr., Burleson St., Eastman Rd., and Island Dr. There are no property owners with land abutting or dependent on to any of these closed sections other than Eastman.

The applicant has also met with the Sullivan County Highway Department and they have no objections to the requested vacating. These sections are all within Kingsport's Urban Growth Boundary and only a small section of Simpson St. is inside the City.

This request has been reviewed by all city departments, utility providers, and the County Highway Department and they have responded that there is no need to keep these roads open for public access.

Staff recommends approval of the Eastman road closures.



0-27-50 420

London: London Workspace Ltd. 1998.

MEMORANDUM FOR THE SECRETARY

During a stop at home in the U.S. Dave Smith, Southern Company's executive and former mayor, said he didn't think it was

During the last 20 years, studies of the genetic basis of human disease have been limited by the small number of genes that have been cloned and sequenced. However, the recent explosion of DNA sequencing technology has made it possible to identify and clone genes that are involved in human disease. This has led to the identification of many new genes and the discovery of new mutations that cause disease. In this review, we will discuss the recent progress in the identification and cloning of genes that are involved in human disease. We will focus on the identification and cloning of genes that are involved in the following diseases: (1) Huntington's disease, (2) Alzheimer's disease, (3) Parkinson's disease, (4) amyotrophic lateral sclerosis (ALS), (5) Duchenne's muscular dystrophy (DMD), (6) hemophilia A, (7) hemophilia B, (8) sickle cell anemia, (9) thalassemia, (10) cystic fibrosis, (11) phenylketonuria (PKU), (12) Tay-Sachs disease, (13) Gaucher's disease, (14) Fabry's disease, (15) Hunter syndrome, (16) Hurler syndrome, (17) Marfan syndrome, (18) osteoarthritis, (19) osteoporosis, (20) osteoporosis, (21) osteoporosis, (22) osteoporosis, (23) osteoporosis, (24) osteoporosis, (25) osteoporosis, (26) osteoporosis, (27) osteoporosis, (28) osteoporosis, (29) osteoporosis, (30) osteoporosis, (31) osteoporosis, (32) osteoporosis, (33) osteoporosis, (34) osteoporosis, (35) osteoporosis, (36) osteoporosis, (37) osteoporosis, (38) osteoporosis, (39) osteoporosis, (40) osteoporosis, (41) osteoporosis, (42) osteoporosis, 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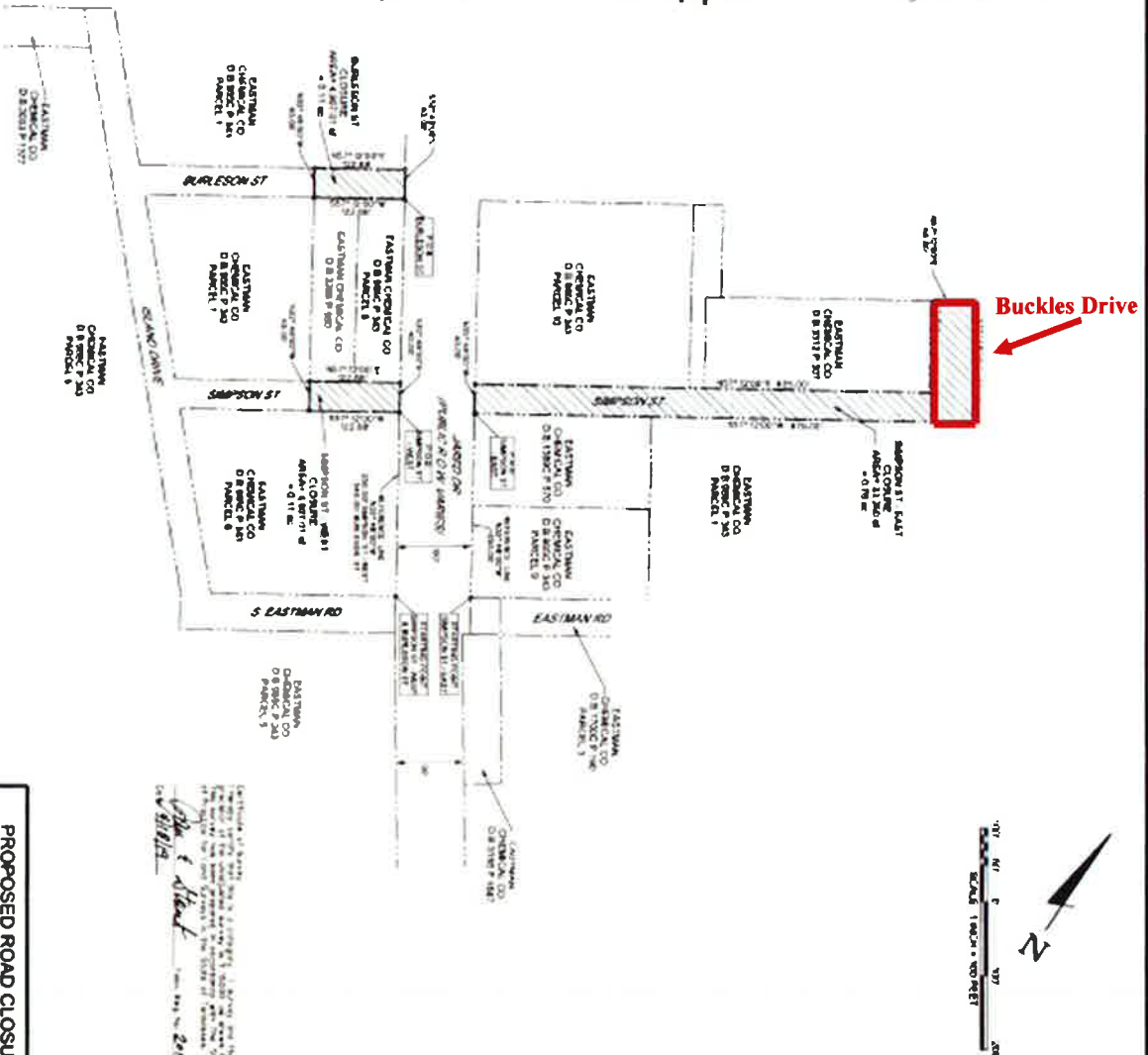
REPORT FROM THE  
NATIONAL LABORATION

Living a life of love + joy (and fun!) without losing touch with reality is the dream of billions.

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**Abstract**

### THE FUTURE OF THE FIRM

[illegible]

**BARGE**  
BARGE BARGE BARGE  
BARGE BARGE BARGE

<b>PROPOSED ROAD CLOSURES</b>	
SALVANA COUNTRY RESIDENTS	
<b>OWNER:</b>	EASTMAN CHEMICAL COMPANY PROPERTY
<b>DESIGNED BY:</b>	D. D.
<b>DATE:</b>	04-10-11
<b>REVISED:</b>	

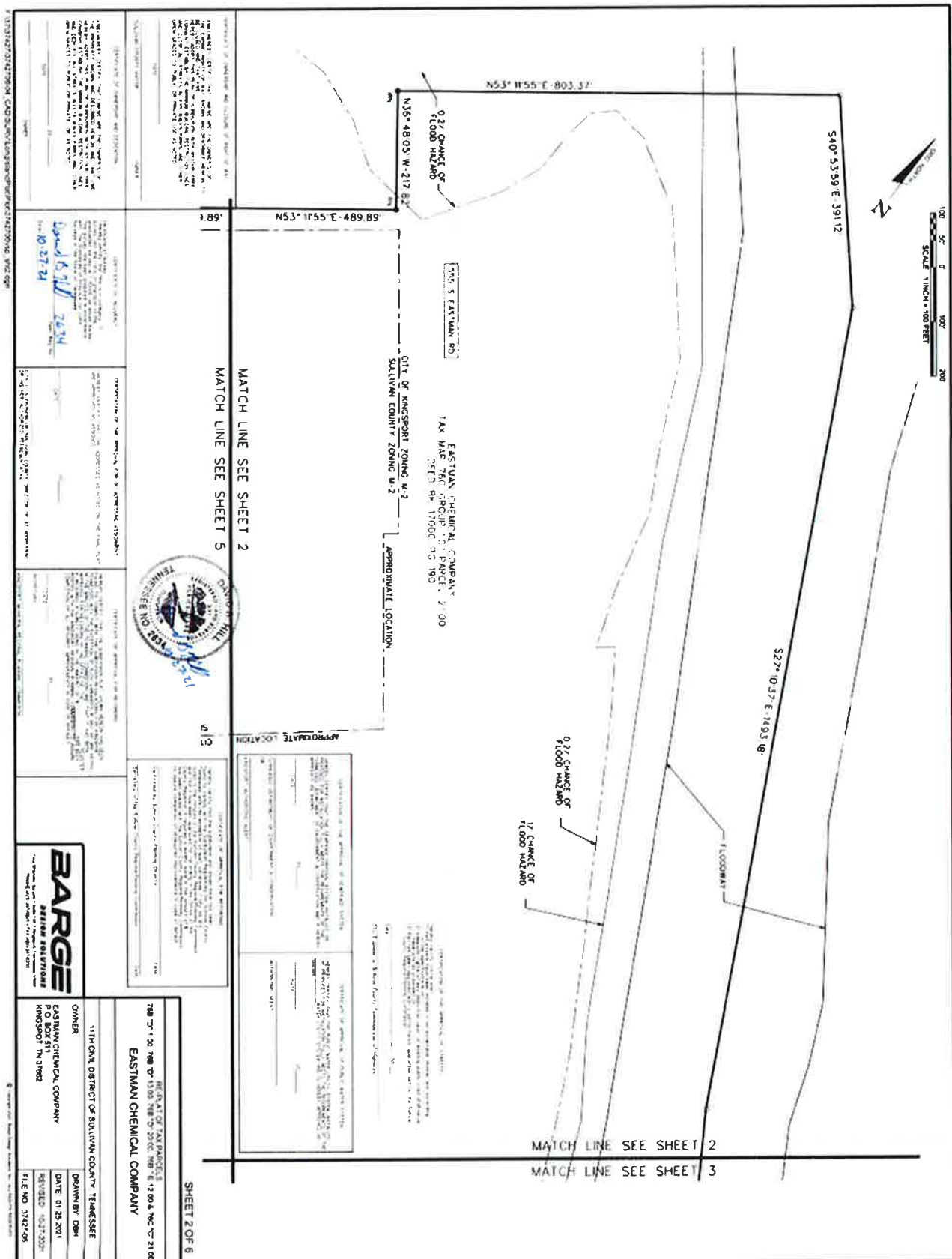
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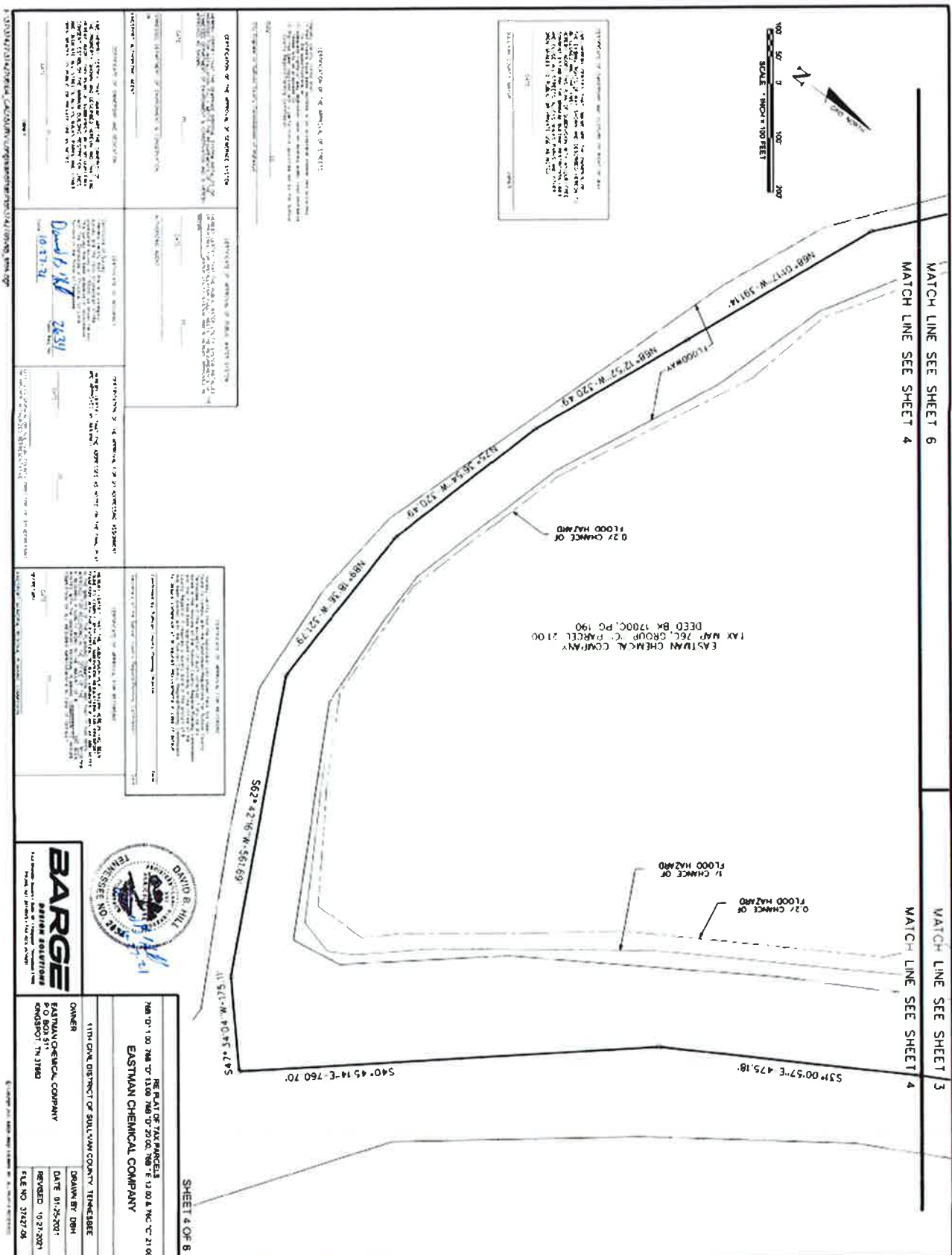






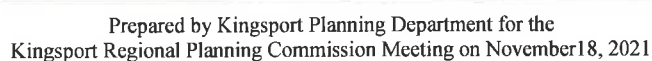












**EXHIBIT A**

<b><u>TAX MAP</u></b>	<b><u>GROUP</u></b>	<b><u>PARCEL</u></b>	<b><u>STREET ADDRESS</u></b>
061O	B	024.00	604 Simpson Street
061O	B	025.00	Simpson Street
076C	C	021.00	Circle Drive
061O	A	001.00	Jared Drive
061O	A	030.00	809 Burleson Street
061O	A	002.00	Simpson Street
076B	D	020.00	719 S. Eastman Road
076B	C	001.00	1798 Jared Drive
061O	A	028.00	1605 Island Drive
061O	A	012.00	1509 Island Drive
061O	A	026.00	Island Drive
076B	D	001.00	1799 Jared Drive
076B	E	012.00	Jared Drive

This aerial map of the University of North Carolina at Chapel Hill campus shows a network of streets and buildings. A red outline highlights a specific area in the center of the campus, likely the area of interest for the study. The highlighted area is bounded by S. Willow St. to the west, S. Hargett St. to the east, and S. Franklin St. to the south. It includes several buildings and parking lots, as well as a small green space. The map also shows other major streets like S. Hargett St., S. Franklin St., and S. Hargett St. running horizontally across the campus, and S. Willow St., S. Hargett St., and S. Franklin St. running vertically. The surrounding area includes residential neighborhoods and other campus facilities.

Visit [ArcEdu.com](http://ArcEdu.com) for ArcGIS



[illegible]

Lake\_Pond  
 Parcel\_Conflict  
 Parcels

River

Street\_ROW

☐ Lake\_Pond  
☐ Parcel\_Conflict  
☒ Parcels

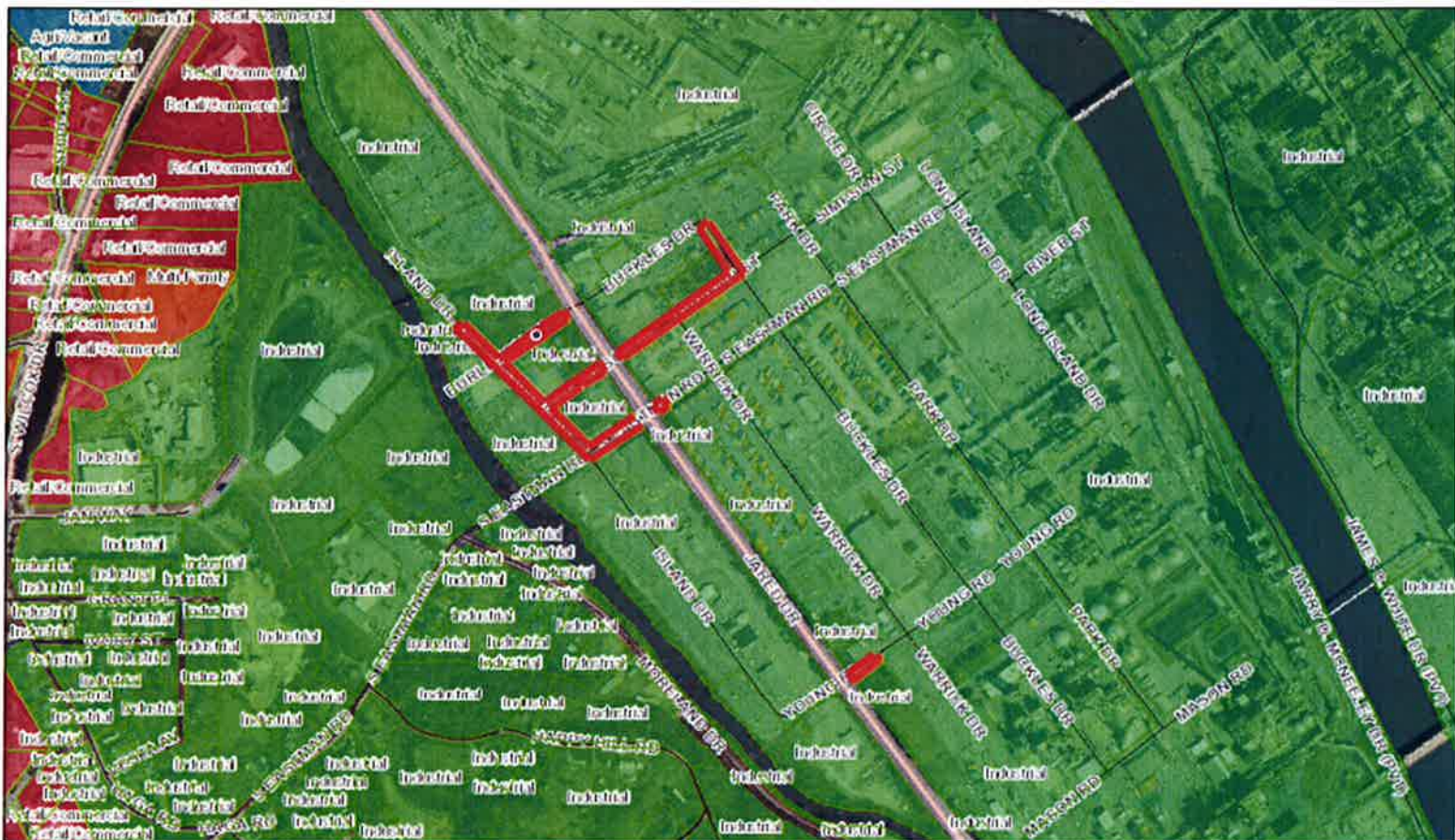
River  
Street\_ROW



### Web Applications for ArcGIS



## Future Land Use



9/30/2021, 11:20:24 AM

### Washington County Parcels

- Lake\_Pond
- River
- Parcel\_Conflict
- Parcels

### Railroad\_ROW

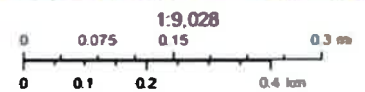
- Railroad\_ROW
- Street\_ROW

### Sullivan County Parcels

- Lake\_Pond
- River
- Parcel\_Conflict
- Parcels

### Railroad\_ROW

- Railroad\_ROW
- Street\_ROW



Web AppBuilder for ArcC

## RECOMMENDATION:

Staff recommends sending a favorable recommendation to the Sullivan County Commission and to the Board of Mayor and Alderman for closings sections of roads in the vicinity of Jared Drive.



## 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:

- Hold Public Hearing
- 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. Notice of Public Hearing
2. Ordinance
3. Application
4. Staff Report

Funding source appropriate and funds are available: *jan*

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: *jan*

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, December 7, 2021, to consider the vacating of right-of-way located off N. Eastman Road. The regular business meeting will begin at 7:00 p.m. in the large boardroom located on the third floor of City Hall, at 415 Broad Street, Kingsport, Tennessee.

The property proposed for vacating is generally 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, KINGSFORT 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, KINGSFORT HEIGHTS ADDITION (PLAT BOOK 2, PAGE 217). THENCE ALONG LOT 1B AND PROPERTY OWNED BY THE CITY OF KINGSFORT (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.

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

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

CITY OF KINGSFORT  
Angie Marshall, City Clerk  
P1T: 11/22/2021



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: \_\_\_\_\_

<b>Property Information</b>	Right-of –Way Vacating		
<b>Address</b>	Right-of-Way adjacent to 1777 N. Eastman Road		
<b>Tax Map, Group, Parcel</b>	R-O-W North based on S01'10'33"E per P.B 57, PG. 462		
<b>Civil District</b>	11 <sup>th</sup> Civil District		
<b>Overlay District</b>	N/A		
<b>Land Use Designation</b>	Retail/Commercial		
<b>Acres</b>	844.11 SQ FT		
<b>Applicant #1 Information</b>		<b>Surveyor Information</b>	
<b>Name:</b> Lindsey Bolton <b>Address:</b> 901 East Center St. <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37660 <b>Phone Number:</b> (423) 246-8991		<b>Name:</b> Alley & Associates <b>Address:</b> 243 E. Market St. <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37660 <b>Email:</b> N/A <b>Phone Number:</b> (423) 392-8896	
<b>Planning Department Recommendation</b>			
<b>(Approve, Deny, or Defer)</b>  The Kingsport Planning Division recommends sending a favorable recommendation to the Board Mayor and Alderman to vacate additional right-of-way off of North Eastman Road: <ul style="list-style-type: none"> <li>Request was reviewed by all utility providers and city departments</li> </ul>			
<b>Staff Field Notes and General Comments:</b>  This parcel is adjacent to 1777 N. Eastman Road. Vacating this portion of right-of-way will help with the ingress and egress of the parking lot to the Insurance office.			
<b>Planner:</b>	Garland	<b>Date:</b> 10/4/21	
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>Nov. 18 , 2021</b>
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

**PROPERTY INFORMATION****Right-of-Way adjacent to 1777 N. Eastman Road**

<b>ADDRESS</b>	<b>N. Eastman Road</b>
<b>DISTRICT, LAND LOT</b>	<b>Sullivan County</b> <b>11<sup>th</sup> Civil District, R-O-W North based on S01'10'33"E per</b> <b>P.B 57, PG. 462</b>
<b>OVERLAY DISTRICT</b>	<b>N/A</b>
<b>CURRENT ZONING</b>	<b>B-3</b>
<b>PROPOSED ZONING</b>	<b>N/A</b>
<b>ACRES</b>	<b>844.11 SQ FT</b>
<b>EXISTING USE</b>	<b>Street Right-of-Way</b>
<b>PROPOSED USE</b>	<b>expand the ingress and egress for parking lot</b>

**PETITIONER 1: Lindsey Bolton**  
**901 E. Center St. Kingsport TN, 37660**

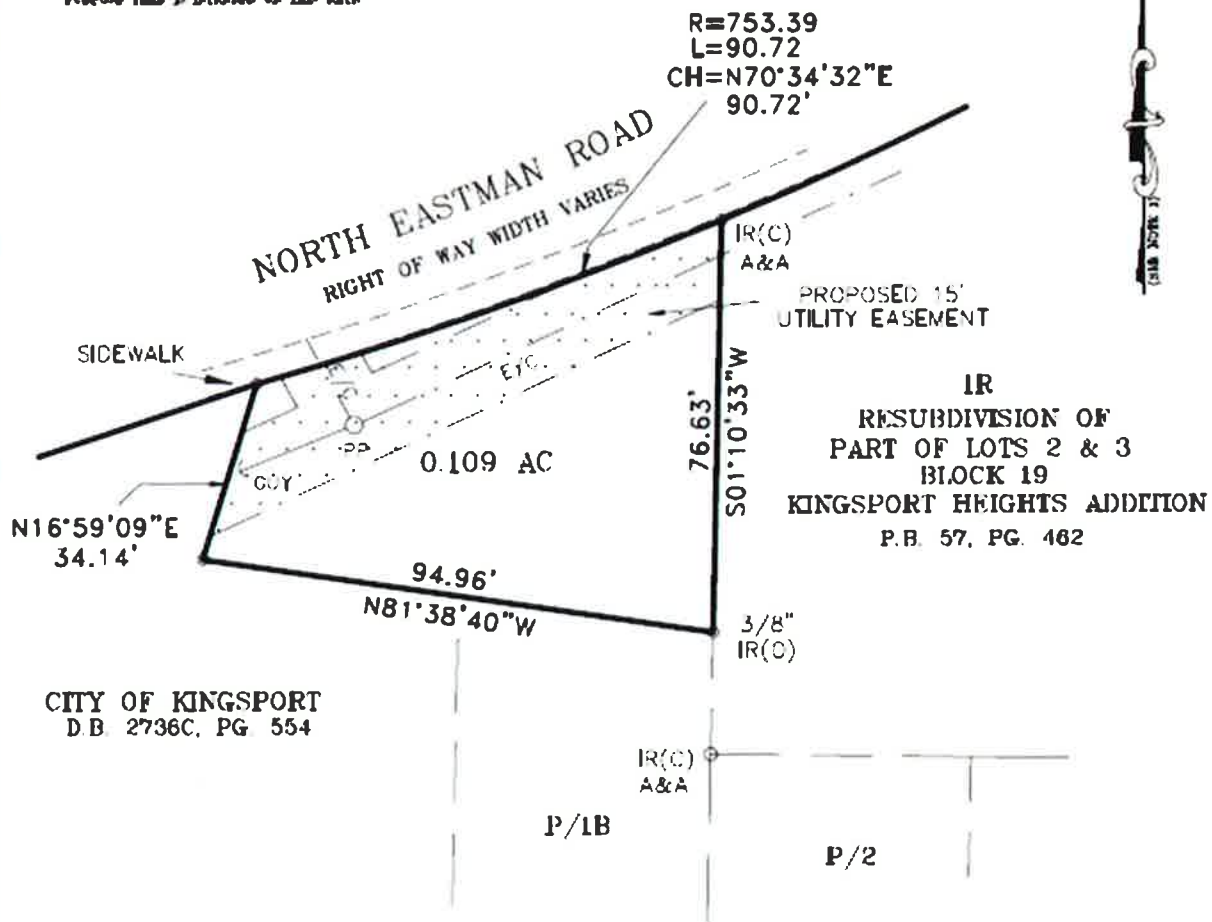
**INTENT**

The applicant is requesting that the portion of the N. Eastman Road right-of-way located in front of their property be vacated by the City of Kingsport. The purpose of this request is to help with the ingress and egress of the parking lot to the Insurance office. The area requested to be vacated is approximately 844.11 Square Feet. The applicant owns parcel adjacent to it. This area is excess right-of-way on N. Eastman Road.

This request has been reviewed by all City Departments and they have approved the request as there are no City utilities within that area. AEP has secured their right-of-way easement. The City Departments have responded that there is no need to keep this portion of N. Eastman Road right-of-way.

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

© COPYRIGHT ALLEY & ASSOCIATES, INC. 2021  
THIS MAP CAN NOT BE COPIED FOR ANY OTHER  
PURPOSE THAN THAT INTENDED ON THIS DATE



LEGEND	
IR(O)	IRON ROD, OLD
A&A	ALLEY & ASSOCIATES
IR(C)	IRON ROD, CAP
D.B.	DEED BOOK
P.B.	PAGE
PP	PLAT BOOK
E/C	ELECTRIC/CABLE
PP	POWER POLE
N I S	NOT TO SCALE
R=	RADIUS
L=	LENGTH
CH=	CHORD
AC	ACRES

## NOTES:

- 1) NORTH BASED ON SUTHERLAND FOR P.B. 57, PG. 462
- 2) THIS DOES NOT REPRESENT A BOUNDARY SURVEY
- 3) THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47163000450 EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA

**ALLEY & ASSOCIATES, INC.**

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

MAP OF 0.109 ACRES

OWNER: CITY OF KINGSPORT

CIVIL DISTRICT 11TH COUNTY SULLIVANSTATE TENNESSEE TAX MAP N/A PARCEL N/ASCALE 1 INCH = 30' DATE OCTOBER 6, 2021REFERENCE: N/A20-12048 FB/PG N/A

FOR \_\_\_\_\_



**LEGAL DESCRIPTION**

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, KINGSFORT HEIGHTS ADDITION (PLAT BOOK 57, PAGE 462). THENCE LEAVING SAID SIDELINE AND ALONG LOT 1R SOUTH  $01^{\circ} 10' 33''$  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, KINGSFORT HEIGHTS ADDITION (PLAT BOOK 2, PAGE 217). THENCE ALONG LOT 1B AND PROPERTY OWNED BY THE CITY OF KINGSFORT (DEED BOOK 2736C, PAGE 554) NORTH  $81^{\circ} 38' 40''$  WEST, A DISTANCE OF 94.96 FEET TO A POINT AND NORTH  $16^{\circ} 59' 09''$  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  $70^{\circ} 34' 32''$  EAST, A DISTANCE OF 90.72 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.109 ACRES, MORE OR LESS.

Site Map



9/30/2021, 1:55:00 PM

\* Kpt 211 Address  
Washington County Parcels  
Lake\_Pond

Parcel\_Conflict  
Parcels  
Railroad\_ROW

River  
Street\_ROW

Sullivan County Parcels  
Lake\_Pond  
Parcel\_Conflict

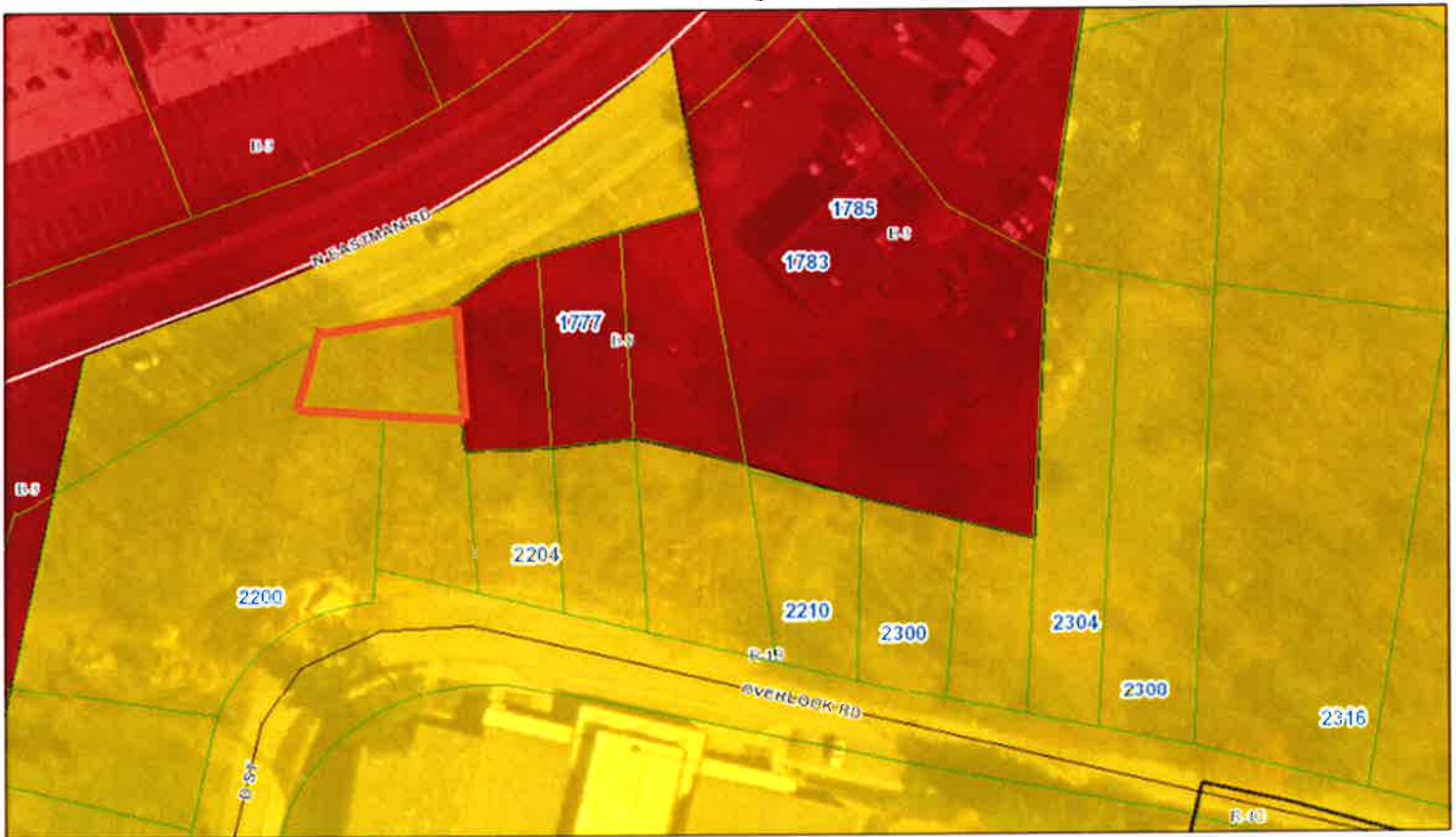
Parcels  
Railroad\_ROW  
River

Street\_ROW



Web AppBuilder for ArcGIS

# Zoning



10/15/2021, 9:52:43 AM

Kpt 911 Address  
Washington County Parcels  
Lake\_Pond

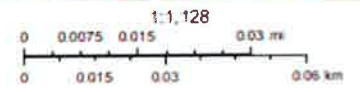
Parcel\_Conflict  
Parcels  
Railroad\_ROW

River  
Street\_ROW

Sullivan County Parcels  
Lake\_Pond  
Parcel\_Conflict

Parcels  
Railroad\_ROW  
River

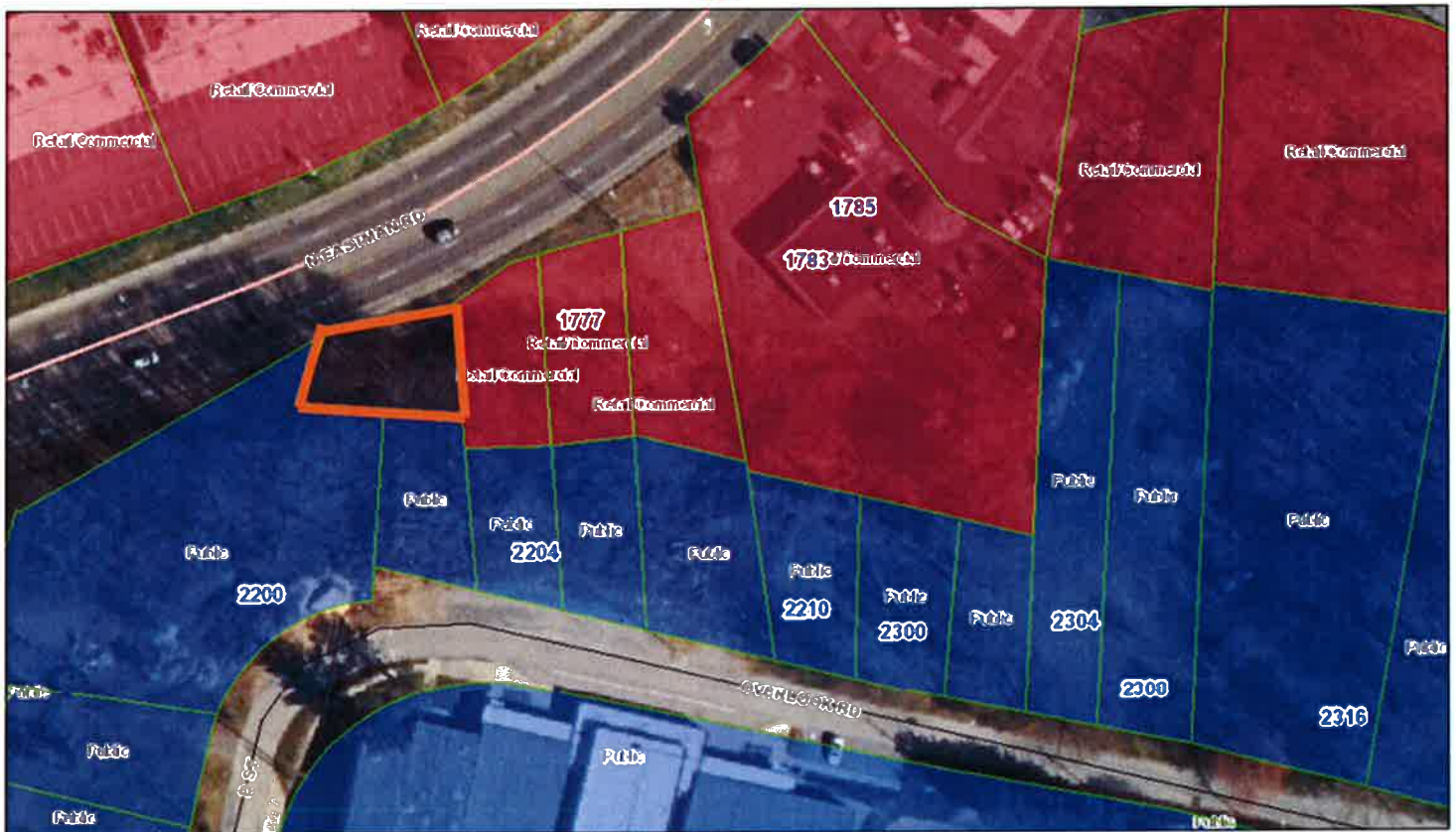
Street\_ROW



Map Application for ArcGIS

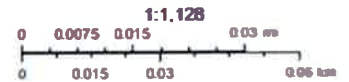


### Future Land Use



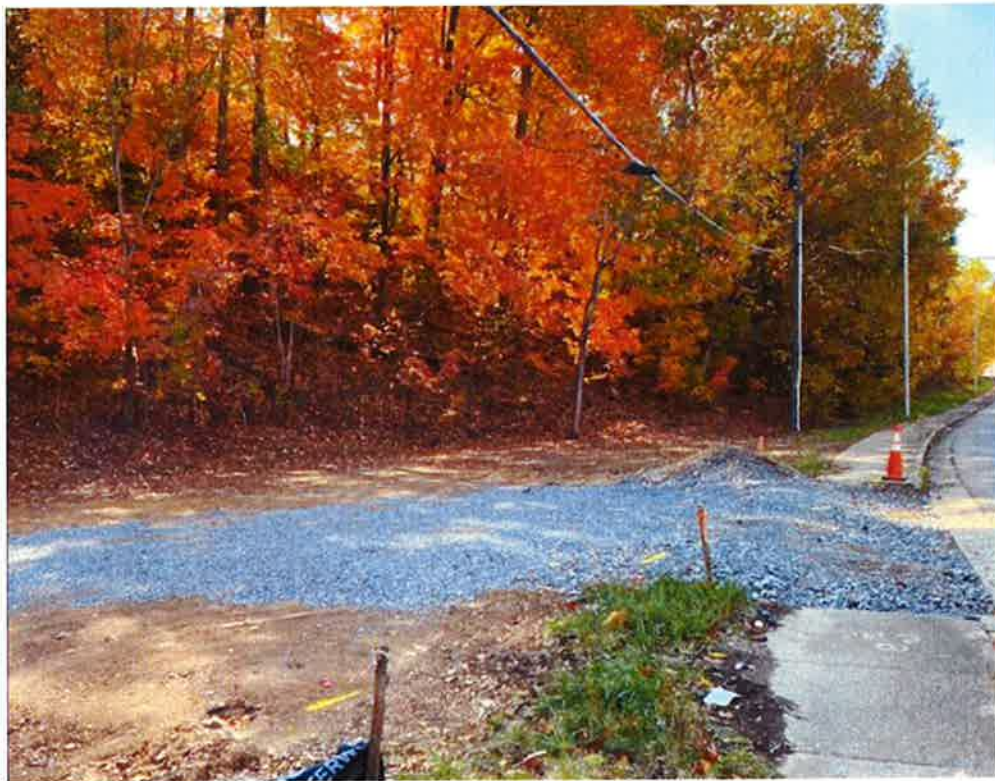
10/15/2021, 9:57:50 AM

- Kpt 911 Address
- Washington County Parcels
  - Parcel\_Conflict
  - Parcels
  - Lake\_Pond
- Sullivan County Parcels
  - Parcel\_Conflict
  - Lake\_Pond
  - Parcel\_Conflict
- River
  - Street\_ROW
  - Railroad\_ROW
- Parcels
  - Railroad\_ROW
  - River
- Street\_ROW

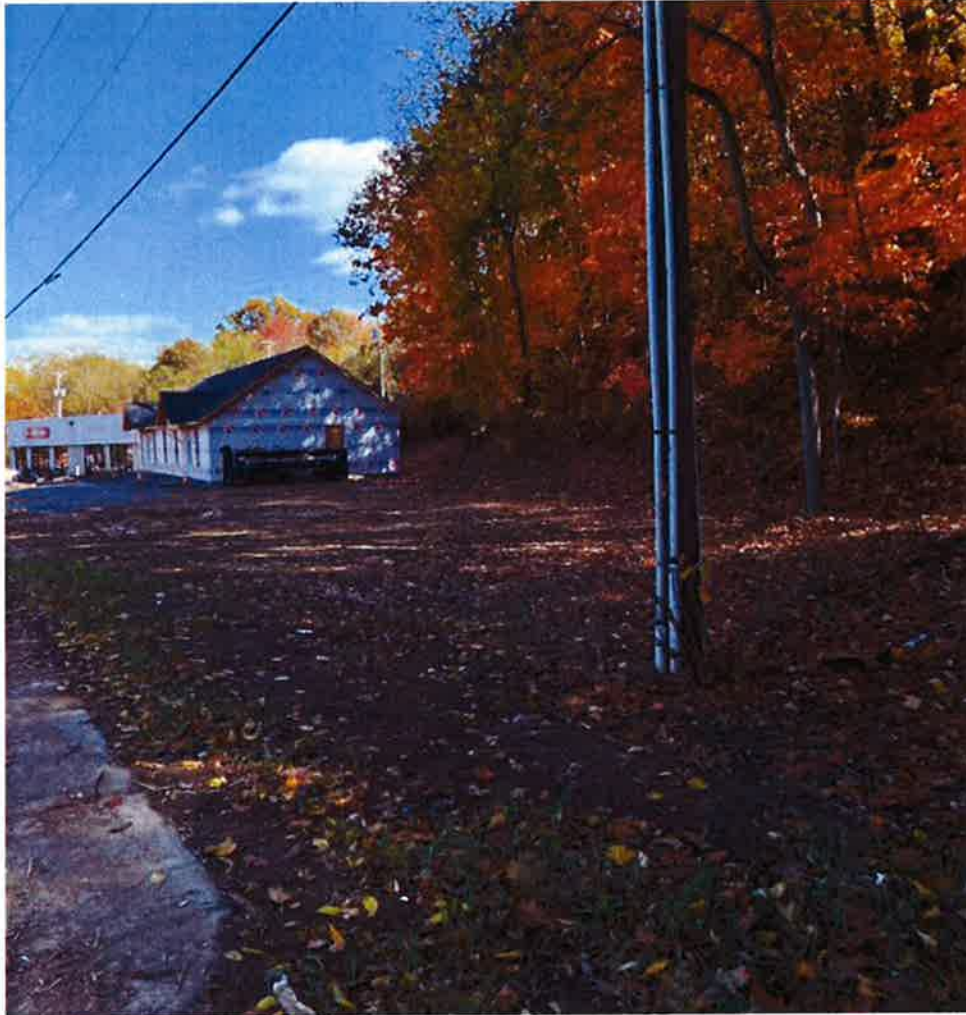


Web AppBuilder for ArcGIS









**RECOMMENDATION:**

Staff recommends sending a favorable recommendation to the Board Mayor and Alderman for the vacating of the 844.11 Square feet of N. Eastman Road right-of-way.



## 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:

- Hold Public Hearing
- 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. Notice of Public Hearing
2. Ordinance
3. Applications
4. Staff Report

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	—	—	—

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, December 7, 2021, to consider the vacating of right-of-way located off Globe Avenue. The regular business meeting will begin at 7:00 p.m. in the large boardroom located on the third floor of City Hall, at 415 Broad Street, Kingsport, Tennessee.

The property proposed for vacating is generally 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.

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

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

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
P1T: 11/22/2021



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: \_\_\_\_\_

# APPLICATION

Vacation of City Right-of-Way



## APPLICANT INFORMATION:

Last Name	Cherie LAVon	First		M.I.		Date	11-7-21
Street Address	PO Box 1387					Apartment/Unit #	
City	Kingsport	State	TN	ZIP	37662		
Phone	423-247-7798	E-mail Address					

## PROPERTY INFORMATION:

Tax Map Information	Tax map:	Group:	Parcel:	Lot:			
Street Address	1001 Globe St					Apartment/Unit #	
City	Kingsport, TN	State	TN	ZIP	37660		

## DISCLAIMER AND SIGNATURE

The applicant agrees to indemnify and hold harmless the City of Kingsport from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the vacating and surplus of the requested property.

The applicant agrees to supply the City with a title opinion from a Tennessee Licensed Attorney showing the owner of the requested property and the chain of title.

If this application leads to the attainment of requested property, I understand that I will be required to pay for all costs incurred by the City associated with the transfer of property. If the appraised value of the property is \$5,000 or more the City will first offer the property for sale to the adjacent property owners. **(Reference City of Kingsport Code of Ordinances Sections 2-461 and 2-462.)**

I understand that if for any reason I choose not to acquire the property after the appraisal services are obtained, or of the Kingsport Board of Mayor and Aldermen (BMA) disapproves conveyance of the property, I will not be entitled to a refund. I also understand that if for any reason the BMA approves conveyance of the property to any party other than myself, I will receive a refund for this appraisal fee after the property is fully conveyed.

By signing below I state that I have read and understand the conditions of this application and have been informed as to the location, date and time of the meeting in which the Planning Commission will review my application. I further state that I am/we are the sole and legal owner(s) of the property described herein and that I am/we are requesting the submitted action.

Signature	Cherie Lavon	Date	11-7-21
-----------	--------------	------	---------

Signed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

a notary public for the State of \_\_\_\_\_

County of \_\_\_\_\_

Notary \_\_\_\_\_

My Commission Expires \_\_\_\_\_

# APPLICATION

Vacation of City Right-of-Way



## APPLICANT INFORMATION:

Last Name	Morgan	First	Janet	M.I.	D.	Date	10-12-21
Street Address	1002 Elizabeth St.			Apartment/Unit #			
City	Kingsport	State	TN	ZIP 37660			
Phone	423-999-5900			E-mail Address jdcost2000@yahoo.com			

## PROPERTY INFORMATION:

Tax Map Information	Tax map:	Group:	Parcel:	Lot:			
Street Address	Globe Avenue				Apartment/Unit #		
City	Kingsport	State	TN	ZIP 37660			

## DISCLAIMER AND SIGNATURE

The applicant agrees to indemnify and hold harmless the City of Kingsport from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the vacating and surplus of the requested property.

The applicant agrees to supply the City with a title opinion from a Tennessee Licensed Attorney showing the owner of the requested property and the chain of title.

If this application leads to the attainment of requested property, I understand that I will be required to pay for all costs incurred by the City associated with the transfer of property. If the appraised value of the property is \$5,000 or more the City will first offer the property for sale to the adjacent property owners. (Reference City of Kingsport Code of Ordinances Sections 2-461 and 2-462.)

I understand that if for any reason I choose not to acquire the property after the appraisal services are obtained, or of the Kingsport Board of Mayor and Aldermen (BMA) disapproves conveyance of the property, I will not be entitled to a refund. I also understand that if for any reason the BMA approves conveyance of the property to any party other than myself, I will receive a refund for this appraisal fee after the property is fully conveyed.

By signing below I state that I have read and understand the conditions of this application and have been informed as to the location, date and time of the meeting in which the Planning Commission will review my application. I further state that I am/we are the sole and legal owner(s) of the property described herein and that I am/we are requesting the submitted action.

Signature	Janet E. Morgan	Date	10-12-21
-----------	-----------------	------	----------

Signed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

a notary public for the State of \_\_\_\_\_

County of \_\_\_\_\_

Notary \_\_\_\_\_

My Commission Expires \_\_\_\_\_

# APPLICATION

Vacation of City Right-of-Way



## APPLICANT INFORMATION:

Last Name <b>Baines</b>	First <b>Leslie</b>	M.I. <b>R</b>	Date <b>9-30-21</b>
Street Address <b>938 Elizabeth St</b>			Apartment/Unit #
City <b>Kpt.</b>	State <b>TN</b>	ZIP <b>37660</b>	
Phone <b>423-429-7706</b>	E-mail Address <b>lrbaines@yahoo.com</b>		

## PROPERTY INFORMATION:

Tax Map Information	Tax map:	Group:	Parcel:	Lot:
Street Address <b>Globe <del>St</del> Ave.</b>			Apartment/Unit #	
City <b>Kpt.</b>	State <b>TN</b>	ZIP <b>37660</b>		

## DISCLAIMER AND SIGNATURE

The applicant agrees to indemnify and hold harmless the City of Kingsport from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the vacating and surplus of the requested property.

The applicant agrees to supply the City with a title opinion from a Tennessee Licensed Attorney showing the owner of the requested property and the chain of title.

If this application leads to the attainment of requested property, I understand that I will be required to pay for all costs incurred by the City associated with the transfer of property. If the appraised value of the property is \$5,000 or more the City will first offer the property for sale to the adjacent property owners. **(Reference City of Kingsport Code of Ordinances Sections 2-461 and 2-462.)**

I understand that if for any reason I choose not to acquire the property after the appraisal services are obtained, or of the Kingsport Board of Mayor and Aldermen (BMA) disapproves conveyance of the property, I will not be entitled to a refund. I also understand that if for any reason the BMA approves conveyance of the property to any party other than myself, I will receive a refund for this appraisal fee after the property is fully conveyed.

By signing below I state that I have read and understand the conditions of this application and have been informed as to the location, date and time of the meeting in which the Planning Commission will review my application. I further state that I am/we are the sole and legal owner(s) of the property described herein and that I am/we are requesting the submitted action.

Signature <b>Leslie Baines</b>	Date <b>9-30-21</b>
--------------------------------	---------------------

Signed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

a notary public for the State of \_\_\_\_\_

County of \_\_\_\_\_

Notary \_\_\_\_\_

My Commission Expires \_\_\_\_\_

<b>Property Information</b>	Globe Ave – Excess Right-Of-Way (Portion of Clinch St. Right-of-Way Abandonment)		
<b>Address</b>	Globe Ave		
<b>Tax Map, Group, Parcel</b>	n/a		
<b>Civil District</b>	11 <sup>th</sup> Civil District		
<b>Overlay District</b>	N/A		
<b>Land Use Designation</b>	Single Family		
<b>Acres</b>	+/- 6,974 SQ. Ft.		
<b>Applicant #1 Information</b>		<b>Applicant #2 Information</b>	
<b>Name:</b> Leslie Baines <b>Address:</b> 938 Elizabeth St. <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37660 <b>Phone Number:</b> (423) 429-7706		<b>Name:</b> Janet Morgan <b>Address:</b> 1002 Elizabeth St. <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37660 <b>Phone Number:</b> (423) 999-5900	
<b>Planning Department Recommendation</b>			
<b>(Approve, Deny, or Defer)</b>  <b>The Kingsport Planning Division recommends vacating the excess right-of-way located at Globe Avenue:</b> <ul style="list-style-type: none"> <li>Request reviewed by all City departments</li> <li>Request reviewed by Utilities</li> <li>Request reviewed by Kingsport City Schools &amp; Girls Inc.</li> </ul> <b>Staff Field Notes and General Comments:</b>  The applicant requests vacating the unimproved 50' excess right-of-way. The unimproved right-of-way is in between four parcels and it includes an old stairway. This excess right-of-way is approximately 6,974 sq ft in length. This area is zoned R-1C and within Kingsport's Urban Growth Boundary.  <b>Intent:</b> <i>to vacate excess right-of-way</i>			
<b>Planner:</b>	Garland	<b>Date:</b> 9/23/21	
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>November 18, 2021</b>
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

**PROPERTY INFORMATION****Globe Ave. – Excess Right-Of-Way**

<b>ADDRESS</b>	<b>Globe Avenue</b>
<b>DISTRICT, LAND LOT</b>	<b>Sullivan County</b>
	<b>11<sup>th</sup> Civil District</b>
<b>OVERLAY DISTRICT</b>	<b>N/A</b>
<b>CURRENT ZONING</b>	<b>R-1C</b>
<b>PROPOSED ZONING</b>	<b>No Change</b>
<b>ACRES +/- 6,974 SQ. Feet</b>	
<b>EXISTING USE    Excess Right-of-Way</b>	
<b>PROPOSED USE</b>	

**PETITIONER 1: Leslie Baines**  
**938 Elizabeth St., Kingsport TN 37660**

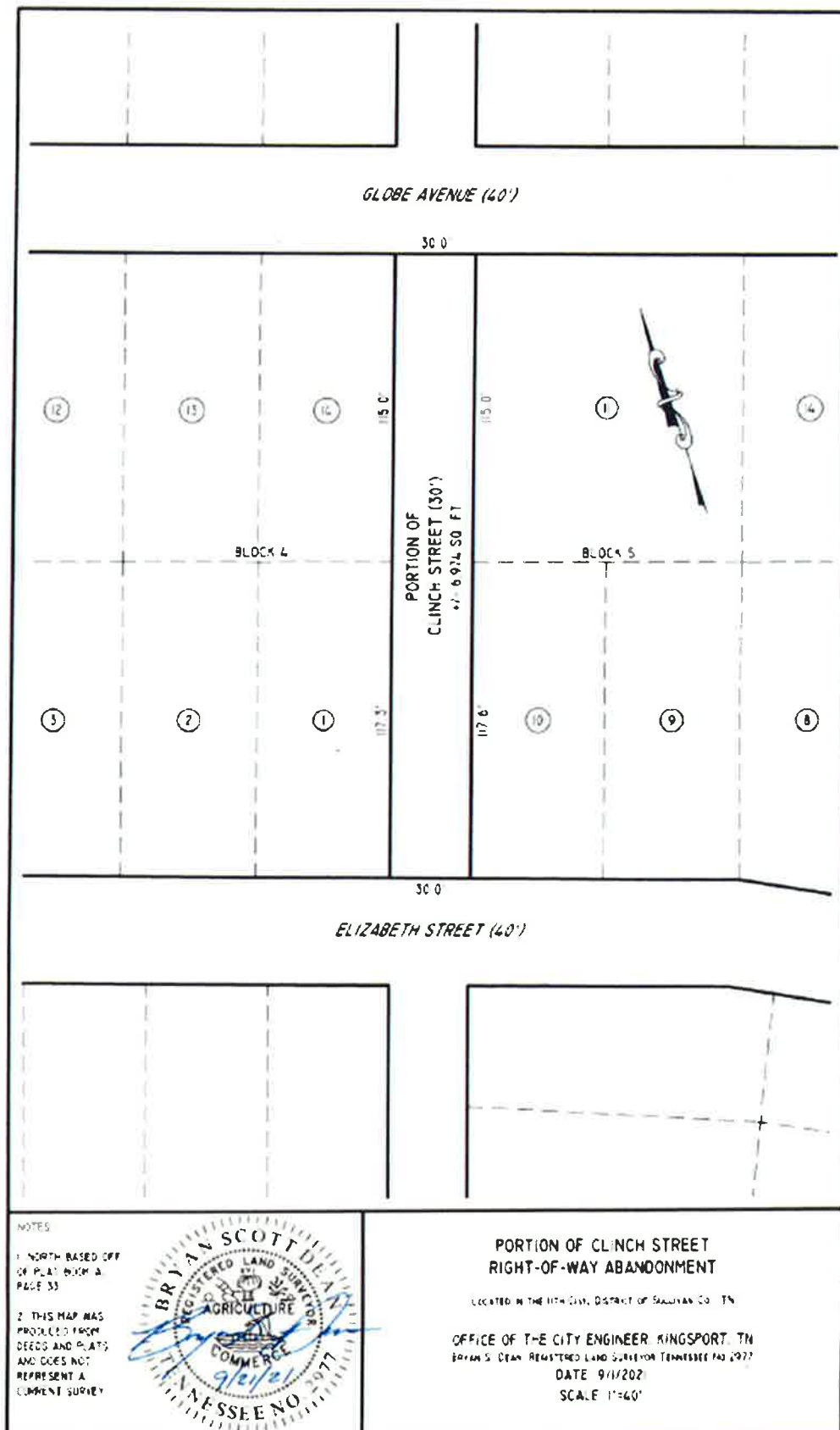
**PETITIONER 2: Janet Morgan**  
**1002 Elizabeth St., Kingsport TN 37660**

**INTENT**

The applicants are requesting that the 50' right-of-way off Globe Avenue be vacated. The right-of-way is in between four lots and includes an old stairway. This excess right-of-way is approximately 6,974 square feet in length.

This request has been reviewed by all City departments and utility providers, City Schools, Girls Inc., and they have responded that there is no need to keep this excess right - of-way.





Prepared by Kingsport Planning Department for the  
Kingsport Regional Planning Commission Meeting on November 18, 2021

**PORTION OF CLINCH STREET RIGHT-OF-WAY ABANDONMENT**

Following is a description of a portion of Clinch Street right-of-way to be abandoned, to wit:

SITUATED in the 11<sup>th</sup> Civil District of Sullivan County, Tennessee, as shown on a sketch by Bryan S. Dean, Registered Land Surveyor Tennessee No. 2977 titled "PORTION OF CLINCH STREET RIGHT-OF-WAY ABANDONMENT" DATE: 9-1-2021, SCALE: 1"= 40', and on file as such in the Office of the City Engineer, 130 Shelby Street, Kingsport, TN 37660.

**Right-of-way**

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.



Globe Ave ROW



9/2/2021, 3:34:14 PM

Kpt 911 Address  
Washington County Parcels  
Lake\_Pond

Parcel\_Conflict  
Parcels  
River  
Street\_ROW  
Lake\_Pond  
Railroad\_ROW

Sullivan County Parcels  
Lake\_Pond  
Parcel\_Conflict

Parcels  
Railroad\_ROW  
River

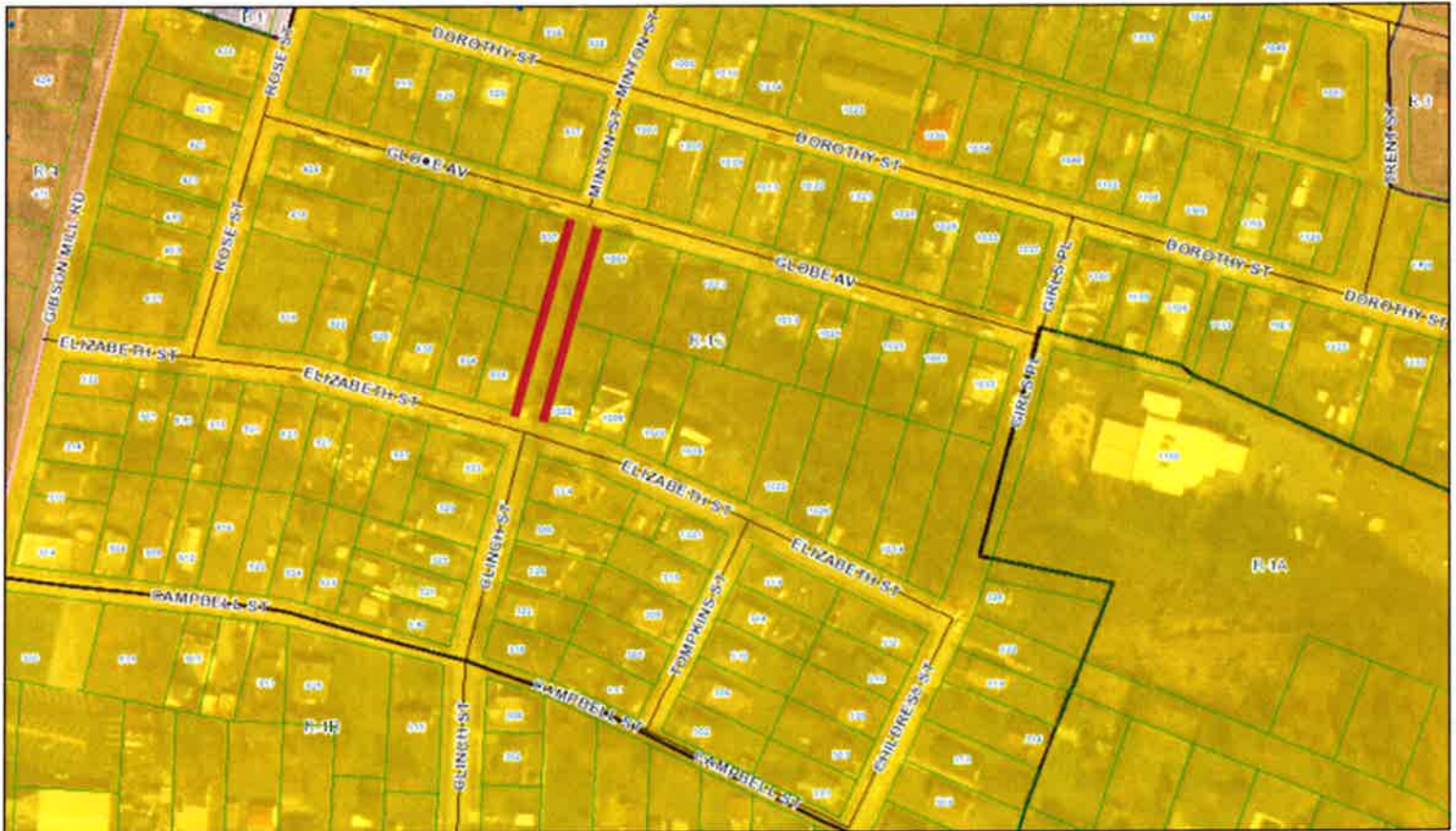
Street\_ROW



Used AppData for ArcGIS



## Zoning



9/23/2021, 10:59:50 AM

• Kgt 911 Address  
Washington County Parcels  
Lake\_Pond

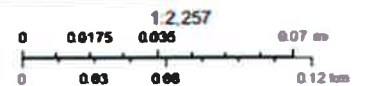
Parcel\_Conflict  
Parcels  
Lake\_Pond  
Railroad\_ROW

River  
Street\_ROW

Sullivan County Parcels  
Lake\_Pond  
Parcel\_Conflict

Parcels  
Railroad\_ROW  
River

Street\_ROW



Web AppBuilder for ArcGIS



This map shows a residential neighborhood with a grid of streets. The streets shown are BOKOROTH ST, ELIZABETH ST, CAMPBELL ST, and others. The lots are mostly labeled 'Single Family'. There are some commercial areas labeled 'Retail Commercial' and 'Multi-Family'. The map is color-coded: red for residential lots, blue for a public area, and orange for commercial areas.

0 0.0175 0.035 0.07 m  
0 0.03 0.06 0.12 km

Page 7 of 11



## Utilities



9/23/2021, 11:06:21 AM

Kpt 911 Address  
Washington County Parcels

Lake\_Pond

Parcel\_Confid

Parcels

Railroad\_ROW

River

Street\_ROW

Sullivan County Parcels

Lake\_Pond

Parcel\_Confid

Parcels

Railroad\_ROW

River

Street\_ROW



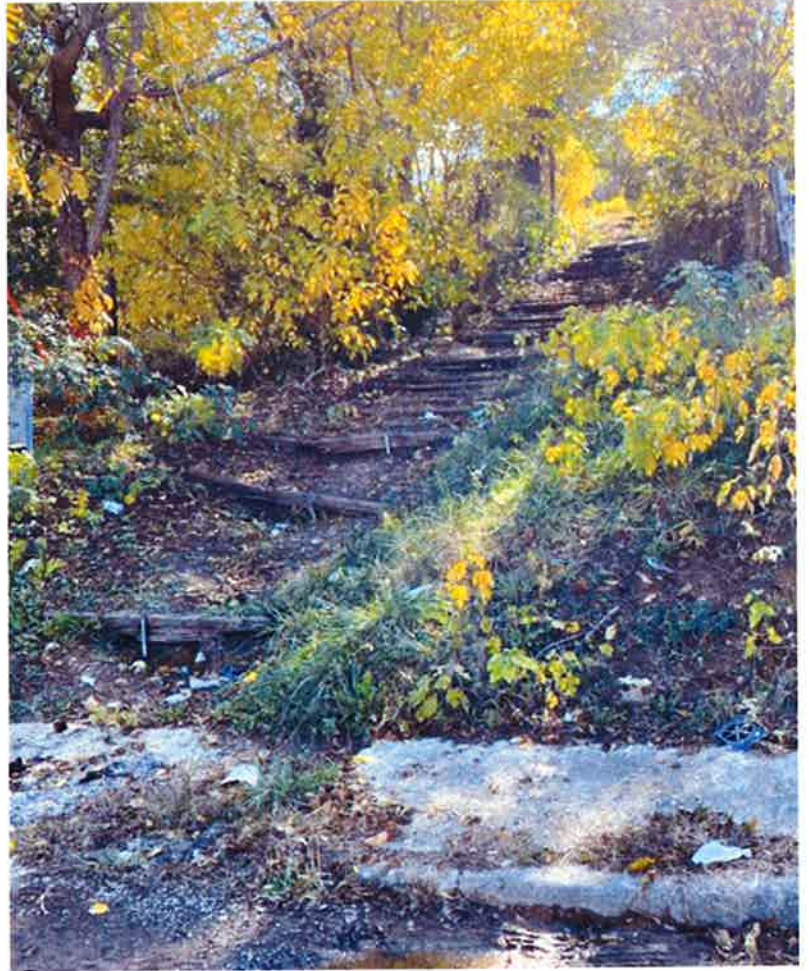
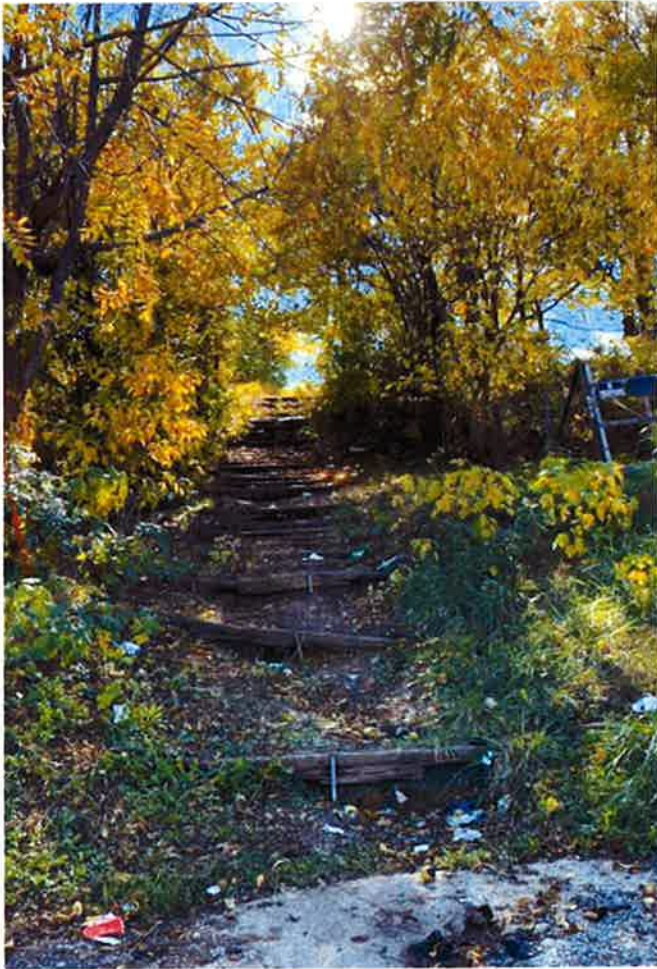
Map Application for ArcGIS

## Site Overview





Globe Ave. Right-of-way





View from Elizabeth Street



**RECOMMENDATION:**

Staff recommends sending a favorable recommendation to the Board Mayor and Alderman for the vacating of the 6,974 square feet of the portion of unnamed right-of-way.



## 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: *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: *LM*

	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. \_\_\_\_\_

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)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</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>Expenditures:</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)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</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>Expenditures:</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)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</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>Expenditures:</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)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</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>Expenditures:</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)**

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
---------------	--------------------	-------------------

<b>Revenues:</b>	\$	\$	\$
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>

<b>Expenditures:</b>	\$	\$	\$
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)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b>Revenues:</b>	\$	\$	\$
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>

<b>Expenditures:</b>	\$	\$	\$
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)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b>Revenues:</b>	\$	\$	\$
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>

<b>Expenditures:</b>	\$	\$	\$
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)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b>Revenues:</b>	\$	\$	\$
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>

<b>Expenditures:</b>	\$	\$	\$
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:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
412-0000-392.99-33 GO Bonds Series 2021	\$ 0	\$ 6,900,482	\$ 6,900,482
<b>Total:</b>	<b>0</b>	<b>6,900,482</b>	<b>6,900,482</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
412-6999-698.78-69 GO Bonds Series 2021	\$ 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:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
452-0000-391.05-69 GO Bonds Series 2021	\$ 0	\$ 3,000,482	\$ 3,000,482
<b>Total:</b>	<b>0</b>	<b>3,000,482</b>	<b>3,000,482</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
452-0000-601.90-03 Improvements	\$ 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:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
452-0000-391.05-69 GO Bonds Series 2021	\$ 0	\$ 2,300,000	\$ 2,300,000
<b>Total:</b>	<b>0</b>	<b>2,300,000</b>	<b>2,300,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
452-0000-601.90-03 Improvements	\$ 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:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
452-0000-391.05-69 GO Bonds Series 2021	\$ 0	\$ 1,000,000	\$ 1,000,000
<b>Total:</b>	<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
452-0000-601.90-03 Improvements	\$ 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:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
452-0000-391.05-69 GO Bonds Series 2021	\$ 0	\$ 600,000	\$ 600,000
<b>Total:</b>	<b>0</b>	<b>600,000</b>	<b>600,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
452-0000-601.90-03 Improvements	\$ 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: *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*

	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: *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. \*\*\*\*

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 Budget Adjustment Ordinance for Various Funds in FY22

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

Action Form No.: AF-328-2021  
Work Session: November 15, 2021  
First Reading: November 16, 2021

Final Adoption: **December 7, 2021**  
Staff Work By: John Morris  
Presentation By: C. McCartt

#### Recommendation:

Approve the Ordinance

#### Executive Summary:

The General Project Fund is being amended to bring in the extra \$666.00 received from KHRA for the River Bend project. It transfers \$36,310.00 for the Kingsport Enhancement project (GP2016) and \$25,209.00 to the Public Works Equipment project (GP2031) through the General Fund from the General Projects-Special Revenue Fund. It also transfers the remaining \$164,700.00 from the Meadowview Road Improvement project (GP1800) to the Street Resurfacing project (GP2100). Closes GP1800 and GP2016.

The General Project Special Revenue Fund budget is being amended by returning \$25,209.00 from the Salt Shed project (NC2012) and \$36,310.00 from the Enhanced Landscaping project (NC2107) to the General Fund to be re-appropriated in the General Project Fund. It transfers \$115,085.00 from the Enhanced Landscaping project (NC2107) to the Enhanced Landscaping project (NC2202). It accepts \$17,112.00 in ARPA funds and \$4,278.00 matching dollars from the Friends of the Kingsport Library to the Library ARPA Grant project (NC2233). It transfers \$25,000.00 from the Tree Removal project (NC2224) to the Fac Maint Old City Hall project (NC2235). It appropriates \$25,000.00 from the General Fund to the Downtown Holiday Décor project (NC2234) and by appropriates funds received from the opioid settlement in the amount of \$1,559,317.00 to the Opioid Settlement project (NC2236). Closes NC2012 and NC2107.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *jm*

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

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

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND 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**

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

**SECTION I.** That the General Project Fund be amended by accepting \$666 in KHRA funds to the River Bend project (GP1512), by appropriating \$36,310 from the General Fund to the Kingsport Enhancement project (GP2016), by appropriating \$25,209 from the General Fund to the Public Works Equipment project (GP2031), and by transferring \$164,700 from the Meadowview Road Improvement project (GP1800) to the Street Resurfacing project (GP2100). Close GP1800 and GP2016.

**SECTION II.** That the General Projects-Special Revenue Fund budget be amended by decreasing the General Fund appropriation to the Salt Shed project (NC2012) by \$25,209, by decreasing the General Fund appropriation to the Enhanced Landscaping project (NC2107) by \$36,310, by transferring \$115,085 from Enhanced Landscaping project (NC2107) to the Enhanced Landscaping project (NC2202), by accepting \$17,112 in ARPA funds and \$4,278 from the Friends of the Kingsport Public Library to the Library ARPA Grant project (NC2233), by transferring \$25,000 from the Tree Removal project (NC2224) to the Fac Maint Old City Hall project (NC2235), by appropriating \$25,000 from the General Fund to the Downtown Holiday Décor project (NC2234) and by appropriating funds received from the opioid settlement in the amount of \$1,559,317 to the Opioid Settlement project (NC2236). Close NC2012 and NC2107.

**SECTION III.** That the General Fund be increased by accepting \$1,559,317 from Sullivan County for the Opioid Settlement and appropriating the \$1,559,317 to 110-4804-481.70-35 for use in the General Projects-Special Revenue Fund, and amended by transferring \$25,000 from 110-1005-405.20-25 Public Relations to 110-4804-481.70-35 To Gen Proj-Special Rev to fund the Downtown Décor project (NC2234).

**Account Number/Description:**

**General Project Fund: 311**

**River Bend (GP1512)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-334.50-10 KHRA	666,000	666	666,666
311-0000-368.10-47 2014 A GO Bonds	1,099,802	0	1,099,802
311-0000-368.10-66 Series 2019 GO Improvment	134,981	0	134,981
311-0000-368.21-01 Premium From Bond Sale	125,749	0	125,749
311-0000-391.01-00 From General Fund	104,436	0	104,436
<b>Total:</b>	<b>2,130,968</b>	<b>666</b>	<b>2,131,634</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-601.20-23 Arch/Eng/Landscaping Serv	150,000	0	150,000
311-0000-601.40-41 Bond Sale Expense	14,968	0	14,968
311-0000-601.90-01 Land	6,827	0	6,827
311-0000-601.90-03 Improvements	1,959,173	666	1,959,839
<b>Total:</b>	<b>2,130,968</b>	<b>100,000</b>	<b>2,131,634</b>

**Kingsport Enhancement (GP2016)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	125,739	0	125,739
311-0000-368.21-01 Premium From Bond Sale	9,858	0	9,858
311-0000-391.01-00 From General Fund	100,773	36,310	137,083
<b>Totals:</b>	<b>236,370</b>	<b>36,310</b>	<b>272,680</b>

**Expenditures:**

311-0000-601.20-23 Arch/Eng/Landscaping Serv	48,456	0	48,456
311-0000-601.90-03 Improvements	187,914	36,310	224,224
<b>Totals:</b>	<b>236,370</b>	<b>36,310</b>	<b>272,680</b>

**Public Works Equipment (GP2031)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$	\$
311-0000-368.10-51 Series 2015 A (Oct) GO PI	458	0	458
311-0000-368.10-55 Series 2017 A GO Bonds	9,511	0	9,511
311-0000-391.01-00 From General Fund	46,944	25,209	72,153
<b>Totals:</b>	<b>56,913</b>	<b>25,209</b>	<b>82,122</b>

**Expenditures:**

311-0000-601.90-03 Improvements	56,913	25,209	82,122
<b>Totals:</b>	<b>56,913</b>	<b>25,209</b>	<b>82,122</b>

**Meadowview Road Improvement (GP1800)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$	\$
311-0000-368.10-54 Series 2016 GO (Nov 4)	149,900	0	149,900
311-0000-368.10-55 Series 2017 A GO Bonds	1,507,551	(156,211)	1,351,340
311-0000-368.21-01 Premium From Bond Sale	81,925	(8,489)	73,436
<b>Totals:</b>	<b>1,739,376</b>	<b>(164,700)</b>	<b>1,574,676</b>

**Expenditures:**

311-0000-601.20-23	Construction Contracts	189,900	63,053	252,953
311-0000-601.40-41	Bond Sale Expense	24,376	0	24,376
311-0000-601.90-01	Land	4,500	(1,427)	3,073
311-0000-601.90-03	Improvements	1,520,600	(226,326)	1,294,274
	<b>Totals:</b>	<b>1,734,876</b>	<b>(164,700)</b>	<b>1,574,676</b>

**Street Resurfacing (GP2100)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	0	156,211	156,211
311-0000-368.21-01 Premium From Bond Sale	0	8,489	8,489
311-0000-391.01-00 From General Fund	950,000	0	950,000
<b>Totals:</b>	<b>950,000</b>	<b>164,700</b>	<b>1,114,700</b>

**Expenditures:**

311-0000-601.20-22	Construction Contracts	950,000	112,137	1,062,137
311-0000-601.20-23	Arch/Eng/Landscaping Serv	0	52,563	52,563
<b>Totals:</b>		<b>950,000</b>	<b>164,700</b>	<b>1,114,700</b>



**Account Number/Description:****Fund 111: General Proj-Special Revenue Fund****Salt Shed (NC2012)****Revenues:**

111-0000-391.01-00 From General Fund

***Totals:***

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 76,760	\$ (25,209)	\$ 51,551
<b>76,760</b>	<b>(25,209)</b>	<b>51,551</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts

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

***Totals:***

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 74,447	\$ (25,209)	\$ 49,238
2,313	0	2,313
<b>76,760</b>	<b>(25,209)</b>	<b>51,551</b>

**Enhanced Landscaping (NC2107)****Revenues:**

111-0000-391.01-00 From General Fund

***Totals:***

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 160,000	\$ (151,395)	\$ 8,605
<b>160,000</b>	<b>(151,395)</b>	<b>8,605</b>

**Expenditures:**

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

***Totals:***

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 160,000	\$ (151,395)	\$ 8,605
<b>160,000</b>	<b>(151,395)</b>	<b>8,605</b>

**Enhanced Landscaping (NC2202)****Revenues:**

111-0000-391.01-00 From General Fund

***Totals:***

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 225,000	\$ 115,085	\$ 340,085
<b>225,000</b>	<b>115,085</b>	<b>340,085</b>

**Expenditures:**

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

***Totals:***

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 225,000	\$ 115,085	\$ 340,085
<b>225,000</b>	<b>115,085</b>	<b>340,085</b>

**Library ARPA Grant (NC2233)****Revenues:**

111-0000-337.58-22 ARPA

111-0000-364.30-00 Non-Profits

***Totals:***

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 17,112	\$ 17,112
0	4,278	4,278
<b>0</b>	<b>21,390</b>	<b>21,390</b>

**Expenditures:**

111-0000-601.90-03 Improvements

***Totals:***

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 21,390	\$ 21,390
<b>0</b>	<b>21,390</b>	<b>21,390</b>

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

111-0000-391.01-00 From General Fund

***Total:***

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 75,000	\$ (25,000)	\$ 50,000
<b>75,000</b>	<b>(25,000)</b>	<b>50,000</b>

**Expenditures:**

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

***Total:***

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 75,000	\$ (25,000)	\$ 50,000
<b>75,000</b>	<b>(25,000)</b>	<b>50,000</b>

**Fac Maint Old City Hall (NC2235)****Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	25,000	25,000
<b>Total:</b>	<b>0</b>	<b>25,000</b>	<b>25,000</b>

**Expenditures:**

111-0000-601.90-03 Improvements

	\$	\$	\$
	0	25,000	25,000
<b>Total:</b>	<b>0</b>	<b>25,000</b>	<b>25,000</b>

**Downtown Holiday Decor (NC2234)****Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	25,000	25,000
<b>Total:</b>	<b>0</b>	<b>25,000</b>	<b>25,000</b>

**Expenditures:**

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

	\$	\$	\$
	0	25,000	25,000
<b>Total:</b>	<b>0</b>	<b>25,000</b>	<b>25,000</b>

**Opioid Settlement (NC2236)****Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	1,559,317	1,559,317
<b>Total:</b>	<b>0</b>	<b>1,559,317</b>	<b>1,559,317</b>

**Expenditures:**

111-0000-601.20-99 Miscellaneous

	\$	\$	\$
	0	1,559,317	1,559,317
<b>Total:</b>	<b>0</b>	<b>1,559,317</b>	<b>1,559,317</b>

**Account Number/Description:****Fund 110: Genera Fund****Revenues:**

110-0000-368.81-10 Staubus V Endo Pharmacy

**Totals:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	1,559,317	1,559,317
<b>Totals:</b>	<b>0</b>	<b>1,559,317</b>	<b>1,559,317</b>

**Expenditures:**

110-1005-405.20-25 Public Relations

110-4804-481.70-35 To Gen Proj-Special Rev

110-4804-481.70-36 To General Project Fund

**Totals:**

	\$	\$	\$
	150,000	(25,000)	125,000
	4,464,450	1,522,798	5,987,248
	203,000	61,519	264,519
<b>Totals:</b>	<b>4,817,450</b>	<b>1,559,317</b>	<b>6,376,767</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

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



## AGENDA ACTION FORM

### Consideration of a Resolution Awarding the Bid for Equipment & Medium/Heavy Duty & Light Duty Automotive Repair Services

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

Action Form No.: AF-331-2021  
 Work Session: December 6, 2021  
 First Reading: N/A

Final Adoption: December 7, 2021  
 Staff Work By: Committee  
 Presentation By: R. McReynolds  
 S. Leonard

#### Recommendation:

Approve the Resolution

#### Executive Summary:

Bids were opened on November 10, 2021 for equipment & medium/heavy duty & light duty automotive repair services on City vehicles and equipment for the Fleet Maintenance Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on October 10, 2021 and placed on our website for 31 calendar days. This bid included language to award to multiple vendors on an as needed basis. The annual cost is expected to be greater than \$50,000.00.

Funding is identified in Project/Account # 51150085012023

#### Attachments:

1. Resolution
2. Vendor List
3. Bid 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: *aw*

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

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

A RESOLUTION AWARDED 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

WHEREAS, bids were opened November 10, 2021, for repair services for various equipment and automotive repairs on city vehicles and equipment for the Fleet Maintenance Department; and

WHEREAS, bids were received from vendors which offered specified repair services at established prices; and

WHEREAS, each bid sets a particular unit price however, the annual cost is expected to be in excess of \$50,000.00 and all bidders are to be awarded blanket purchase orders based on the terms of their bids; and

WHEREAS, the city is not required to purchase any of the services from these bids unless and until those services are needed as determined by the Fleet Manager; and

WHEREAS, funding is identified in account number # 51150085012023.

Now therefore,

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

SECTION I. That the bids for various equipment & light, medium and heavy duty automotive repair services on city vehicles and equipment as set out in the "Minutes Bid Opening Date November 10, 2021" attached hereto as Exhibit A and further detailed in the "Minutes Bid Opening Date November 10, 2021", available for review at <https://www.kingsporttn.gov/city-services/purchasing/>, for use by the for the Fleet Maintenance Department, are awarded, and the city manager is authorized and directed to execute a purchase orders for the same.

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

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

ADOPTED this the 7th day of December, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## Repair Services Vendors

Email Address	Business
almenenterprises5347@gmail.com	Almen Enterprises
amylawson@americanmech.com	American Mechanical Contractor
centralhydraulics@embarqmail.com	Central Hydraulics
darroll@cmiequip.com	CMI Equipment
dtipton@kubotaofkingsport.com	Kubota of Kingsport
alandrinnon@fairwaykingsport.com	Fairway Ford
krandolph@sniderfleet.com	Snider Fleet
tms.scrap@gmail.com	Kingsport Iron & Metal
Ryan_Murphy@bramco.com	Power Equipment
dhigdon@stowerscat.com	Stowers
tlove@friendshipauto.com	Friendship Ford
bjanutolo@triadfreightlinertn.com	Velocity
joshua.smith@tricitydodge.com	Tri Cities Dodge

MINUTES BID OPENING  
November 10, 2021  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Olivia Nickens, Procurement Specialist

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

The Procurement Manager opened with the following bids:

EQUIPMENT & MEDIUM/HEAVY DUTY AUTOMOTIVE REPAIR SERVICES											
Item	Qty.	U/I	Description	Kingsport Iron & Metal	Tri-Cities Chrysler Dodge Jeep Ram	Kubota of Kingsport	Velocity Truck Center	Almen Enterprises, LLC	Central Hydraulics	Clarke Power Services	Stowers Machinery
				Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
01	1	EA	BODY & PAINT:								
			YEAR 1	\$95.00 /HR	No Bid	\$128.00 /HR	\$89.00 /HR	No Bid	No Bid	No Bid	No Bid
			YEAR 2	No Bid	No Bid	\$136.00 /HR	\$99.00 /HR	No Bid	No Bid	No Bid	No Bid
			YEAR 3	No Bid	No Bid	\$144.00 /HR	\$119.00 /HR	No Bid	No Bid	No Bid	No Bid
02	1	EA	UNIBODY & FRAME:								
			YEAR 1	\$95.00 /HR	No Bid	\$128.00 /HR	\$155.00 /HR	No Bid	\$75.00 /HR	No Bid	No Bid
			YEAR 2	No Bid	No Bid	\$136.00 /HR	\$165.00 /HR	No Bid	\$80.00 /HR	No Bid	No Bid
			YEAR 3	No Bid	No Bid	\$144.00 /HR	\$175.00 /HR	No Bid	\$80.00 /HR	No Bid	No Bid
03	1	EA	MECHANICAL:								
			YEAR 1	\$95.00 /HR	\$140.27 /HR	\$128.00 /HR	\$155.00 /HR	\$110.00 /HR	\$75.00 /HR	\$100.00 /HR	\$126.00 - Reg. Time; \$170.00 - Over Time; \$195.00 - Premium Time
			YEAR 2	No Bid	\$130.27 /HR	\$136.00 /HR	\$165.00 /HR	\$115.00 /HR	\$80.00 /HR	\$100.00 /HR	No Bid
			YEAR 3	No Bid	\$125.25 /HR	\$144.00 /HR	\$175.00 /HR	\$120.00 /HR	\$80.00 /HR	\$100.00 /HR	No Bid
04	1	EA	MATERIAL COSTS (PAINT & PARTS) SHALL BE BASED ON COST + MARK-UP, SPECIFY PERCENTAGE MARK-UP:	10%	25% Off List	40%	40%	15%	20%	25%	Unknown/CAT
05	1	EA	USED PARTS MARK-UP:	10%	25% Off List	40%	40%	15%	0%	No Bid	Unknown/CAT
			ANY OTHER APPLICABLE FEES MUST BE SPECIFIED:		Bronze Detail - Hand Wash & Dry, Tire Shine, Vacuum Vehicle \$35.00, Buses Extra; Gold Detail - Wash, Vacuum Seats & Carpets, Dash Board Cleaning, Vinyl Cleaning, Tire Shine \$110.00, Buses \$175.00	Shop Supplies \$20.00 per ticket	EPA/Hazmat \$15.00. Shop supplies is calculated percentage of labor, not to exceed \$250.00; 12%.	Road Service additional \$15 /HR. After hours Road Service additional \$35 /HR and a \$65 call out fee.			

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

MINUTES BID OPENING  
November 10, 2021  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Olivia Nickens, Procurement Specialist

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

The Procurement Manager opened with the following bids:

LIGHT DUTY AUTOMOTIVE REPAIR SERVICES										
Item	Qty.	U/I	Description	Kingsport Iron & Metal	Friendship Ford	Tri-Cities Chrysler Dodge Jeep Ram	Almen Enterprises, LLC	Kubota of Kingsport	Central Hydraulics	Fairway Ford
				Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
01	1	EA	BODY & PAINT:							
			YEAR 1	\$95.00 /HR	No Bid	No Bid	No Bid	\$128.00 /HR	No Bid	No Bid
			YEAR 2	No Bid	No Bid	No Bid	No Bid	\$136.00 /HR	No Bid	No Bid
			YEAR 3	No Bid	No Bid	No Bid	No Bid	\$144.00 /HR	No Bid	No Bid
02	1	EA	UNIBODY & FRAME:							
			YEAR 1	\$95.00 /HR	No Bid	No Bid	No Bid	\$128.00 /HR	\$75.00 /HR	No Bid
			YEAR 2	No Bid	No Bid	No Bid	No Bid	\$136.00 /HR	\$80.00 /HR	No Bid
			YEAR 3	No Bid	No Bid	No Bid	No Bid	\$144.00 /HR	\$80.00 /HR	No Bid
03	1	EA	MECHANICAL:							
			YEAR 1	\$95.00 /HR	\$125.00 /HR	\$130.16 /HR	\$100.00 /HR	\$128.00 /HR	\$75.00 /HR	\$42.00 /HR
			YEAR 2	No Bid	\$135.00 /HR	\$120.16 /HR	\$105.00 /HR	\$136.00 /HR	\$80.00 /HR	No Bid
			YEAR 3	No Bid	\$145.00 /HR	\$115.16 /HR	\$110.00 /HR	\$144.00 /HR	\$80.00 /HR	No Bid
04	1	EA	MATERIAL COSTS (PAINT & PARTS) SHALL BE BASED ON COST + MARK-UP, SPECIFY PERCENTAGE MARK-UP:	10%	No Bid	25% Off List	15%	40%	20%	15%
05	1	EA	USED PARTS MARK-UP:	10%	40%	25% Off List	15%	40%	0%	15%
			ANY OTHER APPLICABLE FEES MUST BE SPECIFIED:		19% Discount on Ford Parts Excluding Oil Changes & Tires	Bronze Detail - Hand Wash & Dry, Tire Shine, Vacuum Vehicle \$35.00, Buses Extra; Gold Detail - Wash, Vacuum Seats & Carpets, Dash Board Cleaning, Vinyl Cleaning, Tire Shine \$110.00, Buses \$175.00	Road Service additional \$15 /HR. After hours Road Service additional \$35 /HR and a \$65 call out fee.	Shop Supplies \$20.00 per ticket		

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



## AGENDA ACTION FORM

### Award Purchase for One (1) CAT 953 Track Loader Utilizing Sourcewell Cooperative Purchasing Agreement

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

Action Form No.: AF-336-2021  
 Work Session: December 6, 2021  
 First Reading: N/A

Final Adoption: December 7, 2021  
 Staff Work By: Committee  
 Presentation By: R. McReynolds  
 S. Leonard

#### Recommendation:

Approve the Resolution

#### Executive Summary:

It is the recommendation of the committee to purchase One (1) CAT 953 Track Loader from Stowers Machinery utilizing Sourcewell Cooperative Purchasing Agreement #032119-CAT for use by the Landfill Department. The delivery from the dealership to the agency is included in the price of \$281,101.45.

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

Please see the attached recommendation memo for additional information & Sourcewell Cooperative Contract.

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010.

#### Attachments:

1. Resolution
2. Recommendation Memo
3. Quote
4. Sourcewell Cooperative Contract

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: *SW*

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE ORDER TO SOURCEWELL  
COOPERATIVE PURCHASING FOR ONE CAT 953 TRACK  
LOADER

WHEREAS, staff recommends the purchase one (1) CAT 953 Track Loader from Stowers Machinery utilizing Sourcewell Cooperative Purchasing Agreement #032119-CAT for use by the Landfill Department; and

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

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

WHEREAS, in order to purchase the equipment, a purchase order needs to be placed to Stowers Machinery in the amount of \$281,101.45, which includes the delivery of the vehicle; and

WHEREAS, funding for this equipment is available in account number 51150085019010.

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 Stowers Machinery for one (1) CAT 953 Track Loader utilizing Sourcewell Cooperative Purchasing Agreement #032119-CAT for use by the Landfill Department in the amount of \$281,101.45.

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 7th day of December, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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





## FLEET MAINTENANCE DEPARTMENT

### City of Kingsport

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** November 15, 2021  
**Re:** Fleet Replacement of 1604 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of Landfill unit # 1604 utilizing the Sourcewell Cooperative pricing of \$281,101.45.00. The unit bid and awarded by Sourcewell meet the expectations of the department and will fulfill the requirements of their operational needs. The Sourcewell Contract # 032119-CAT allows a municipality to purchase off of the cooperative pricing. A copy of the Sourcewell Contract is attached.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	Cat 953 Track Loader	Stowers Machinery	N/A

#### **These units will be a Fleet Replacements**

The unit listed below will be replaced and the trade in unit will be disposed of utilizing the current approved City process.

The Sourcewell offerings were reviewed by, Tim Elsea, Greg Willis and Rodney Deel and they 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.

#### **Sourcewell Contract Number: 032119-CAT**

#### **Replacement**

1604 2003 JCB WHEEL LOADER                      Hours      3,800  
VIN 530379

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

Thank you.



# Stowers



Dennis Higdon  
(423) 914-8237 | dhigdon@stowerscat.com

Stowers Machinery Corporation  
9960 Airport Pkwy, Kingsport, TN 37663  
www.stowerscat.com

Date

11/17/2021

Proposal ID

#00005926

### Prepared For

City Of Kingsport  
225 W Center St  
Kingsport, TN 37660

### Machine Configuration

953 TRACK LOADER  
LANE 3 ORDER  
REGIONAL PACKAGE, AM-N  
WASTE PACKAGE, 12A, HDXL  
ENGINE  
FAN, DEMAND, REVERSING  
AIR INLET, PRECLEANER, TURBINE  
GUARD, IDLER  
TRACK, 19" DG, HDXL, CTR HOLE  
HYDRAULIC OIL, STANDARD  
LINES IMPLEMENT, STANDARD  
CAB  
SEAT, DELUXE  
TRANSMISSION CONTROL, V-LEVER  
HYDRAULIC 3V,MP JOYSTICK, PACK  
SERVICE PACKAGE, EXTENDED  
PRODUCT LINK, CELLULAR PLE643  
KIT, VISIBILITY, SINGLE CAMERA  
NO LIGHTS, ADDITIONAL  
RADIO, AM/FM/AUX/USB/BLEETOOTH  
TANK, FUEL, STANDARD  
BUMPER, STANDARD  
LINKAGE, STANDARD  
BKT MP 97.3" 2.7YD3 PO  
COMPLETE STORAGE PROTECTION  
COLD WEATHER, 120V  
AIR PRECLEANER, CAB  
WINDSHIELD PROTECTION  
GUARD FULL LENGTH, TRACK HD  
STRIKER BARS, REAR  
COUNTERWEIGHT, LIGHT, 240KG  
SERIALIZED TECHNICAL MEDIA KIT

### Description

953 TRACK LOADER  
Extended Warranty - Premier - 36 Months - 3000 Hours

### Amount

\$278,741.45

\$2,360.00

**Total: \$281,101.45**

Plus applicable taxes & fees\*

### Additional Information

EAST KNOXVILLE  
865.546.1414

WEST KNOXVILLE  
865.218.8800

CHATTANOOGA  
423.698.6943

CROSSVILLE  
931.456.6543

SEVIERVILLE  
865.595.3750

TRI-CITIES  
423.323.0400



@STOWERSCAT



@STOWERSCAT



@STOWERS\_MACHINERY



STOWERS MACHINERY CORPORATION



STOWERSCAT.COM

Contract #032119  
Stowers will provide delivery to customers specified location

By: Dennis Hsdon

*Dennis Hsdon*

EAST KNOXVILLE  
865.546.1414

WEST KNOXVILLE  
865.218.8800

CHATTANOOGA  
423.698.6943

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**Form C****EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

\*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: Tate L Redpath Date: 3/13/19**Sourcewell's clarification on exceptions listed above:**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



**Caterpillar Comments on Exception Requests:**

**Exception to 8.11**

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

**Exception to Section Q**

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.



Contract Award  
RFP #032019



**FORM D**

**Formal Offering of Proposal**  
(To be completed only by the Proposer)

**HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature: [Signature] Patrick Kearney  
(Name printed or typed)

**FORM E**

**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

**Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.**

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

DocuSigned by:

*Jeremy Schwartz*

COEPD2A138D06488

SOURCEWELL DIRECTOR OF OPERATIONS AND

PROCUREMENT/CPO SIGNATURE

DocuSigned by:

*Chad Coquette*

7E42B8F817A84CC

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz

(NAME PRINTED OR TYPED)

Chad Coquette

(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc

Authorized Signatory's Title North American Industry Manager

*[Signature]*

VENDOR AUTHORIZED SIGNATURE

*Patrick Kearns*

(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT



**Form F**

**PROPOSER ASSURANCE OF COMPLIANCE**

**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat\_Governmental@cat.com

Authorized Signature: *Patrick K. Keown*

Authorized Name (printed): Patrick K. Keown

Title: North America Industry Manager

Date: 3/6/19

**Notarized**



Subscribed and sworn to before me this 6th day of March, 20 19

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: *Jody R. McKenzie*



## **Form P**

### **PROPOSER QUESTIONNAIRE**

#### **Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: \_\_\_\_\_ Caterpillar Inc. \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_ Patty Redpath \_\_\_\_\_

#### **Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?

Our dealers accept payment from members and their terms may vary. The most common term is net 30.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates **lower** than available to the general public.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

- 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
- 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
- 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
- 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.

**Important Note:** Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

## Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

### 1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:

- a) Powertrain
- b) Powertrain + Hydraulics



- c) Powertrain + Hydraulics + Technology
- d) Premier

A description of all these options is included in **Attachment E**.

**Important note:** The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.

## 2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

## **Pricing, Delivery, Audits, and Administrative Fee**

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F**. However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

**Attachment G** shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

#### **Industry-Specific Questions**

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)  
05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)  
06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)  
08 - Caterpillar Inc., -SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)  
12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)  
13 - Caterpillar Inc. - Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)  
16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)  
28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)  
28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)  
29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)  
40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)  
40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)  
40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)  
40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)  
41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)  
41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)  
68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)  
68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)  
7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)  
88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)  
89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)  
92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)  
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)  
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)  
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)  
CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)  
DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)  
FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)  
HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)  
HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)  
HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)  
JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)  
JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)  
JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)  
LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)  
LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)  
M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)  
MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)  
N4 - Advanced Components and Technologies, Mossville (IL), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)  
PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)  
PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)  
QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)  
R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)  
T3 - Solar Turbines Europe S.A. - Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)  
T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)  
T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)  
T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)  
T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)  
T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)  
T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)  
T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)  
T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)  
T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)  
T3 - Solar Turbines Inc. - Turbopfab, DeZavala Road, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-July-2021)  
T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)  
T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)  
T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)  
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)  
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)  
T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)  
T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)



T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)  
T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)  
T3 - Solar Turbines Switzerland Sagl, 6595 Riazino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)  
UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)  
UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)  
UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)  
UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)  
XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)  
XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)  
YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)  
YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)  
ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA - ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our “green initiatives” more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System

Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018  
Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021  
Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017  
Mapleton - 14001:2004 self-certification - issued January 2013  
Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021  
Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

**ADVANCED CONNECTIVITY TRIAL:** For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisionLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The “Cat Inspect” app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer’s ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.



- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

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

*Patricia A. Redpath*

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

*3/13/19*

**AMENDMENT #1  
TO  
CONTRACT #032119-CAT**

THIS AMENDMENT is by and between **Sourcewell** and **Caterpillar Inc.** (Vendor).

Sourcewell awarded a contract to Vendor for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies effective May 13, 2019, through May 13, 2023 (Contract). Vendor implemented changes to its dealer reporting system and now wishes to modify the Contract to accurately report Administrative Fee payment calculations.

The parties wish to amend the following terms within the Contract:

1. This Amendment is effective upon the date of the last signature below.
2. Any Contract term related to calculation of Administrative Fee that is paid to Sourcewell is deleted and replaced with the following:

"Vendor will pay to Sourcewell an Administration Fee calculated at 0.33% of Caterpillar's MSRP for each piece of equipment purchased by Sourcewell's Participating Entities. Caterpillar will pay the Administration Fee to Sourcewell on a quarterly basis."

Except as amended above, the Contract remains in full force and effect.

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
Jeremy Schwartz, Chief Procurement Officer

Date: 7/12/2021 | 7:35 PM CDT

Approved:

DocuSigned by:  
By: Chad Coquette  
Chad Coquette, Executive Director/CEO

Date: 7/12/2021 | 8:38 PM CDT

**Caterpillar Inc.**

DocuSigned by:  
By: Dawn Zink  
Dawn Zink

Title: Caterpillar Governmental Marketing Manager

Date: 7/12/2021 | 3:32 PM CDT



## AGENDA ACTION FORM

### Recommendation to Award Bid and Enter into an Agreement for Nutrition Software to EMS LINQ, Inc., for Kingsport City School Nutrition

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-332-2021

Work Session: December 6, 2021

First Reading: N/A

Final Adoption: December 7, 2021

Staff Work By: Committee

Presentation By: D. Frye

#### Recommendation:

Approve the Resolution

#### Executive Summary:

A request for proposal for school nutrition software was publicized on Sunday, September 5, 2021 and opened on Friday, September 22, 2021. Two vendors, EMS LINQ, Inc., and current vendor Horizon Software submitted valid responses. Based on overall cost and software capability, Kingsport City School Nutrition recommends awarding the bid to EMS LINQ, Inc. and entering into an agreement with that company. In order to be ready for the 2022-2023 school year and due to our agreement with Horizon Software ending on April 30, 2022, the agreement with EMS LINQ, Inc., needs to be implemented as soon as possible. EMS LINQ, Inc., pricing per the response to requests for proposals will remain the same over the next ten years. During this time, annual contract renewals will span from July 1<sup>st</sup> to June 30<sup>th</sup> if quality of service and cost are acceptable. Also, we will take into consideration new software capabilities that are warranted for Kingsport City Schools Nutrition Department.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition is a self-supporting department within the Kingsport City Schools. Their funding is received from federal reimbursements, revenue generated by meal fees, a la carte items sold and catering. Cost per response is as follows:

	Total Proposer's Cost	Hardware Adjustment	Total Cost to the District
Year 1 semester FOH)	\$8,500 FOH training	\$12,250	\$20,750
Year 2 (FOH and BOH)	\$15,795 + \$8,500BOH training		\$24,295
Year 3 - 10	\$15,795		\$15,795
TEN YEARS	\$171,405		\$171,405

#### Attachments:

1. Resolution
2. Recommendation from School Nutrition Services
3. Bid Tab
4. Agreement

Funding source appropriate and funds are available: *Jm*

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

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

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

A RESOLUTION AWARDDING THE REQUEST FOR PROPOSALS  
FOR KINGSPORT 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

WHEREAS, on September 5, 2021, a Request for Proposals for Nutrition Software was issued by the city for the city school system; and

WHEREAS, on November 30, 2021, the Board of Education approved the recommendation to award the contract to EMS LINQ, Inc.; and

WHEREAS, upon review of the proposals, the board finds EMS LINQ, Inc. is the lowest responsible compliant proposal meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase School Nutrition Software from EMS LINQ, Inc.; and

WHEREAS, School Nutrition is a self-supporting department within the Kingsport City Schools. Their funding is received from federal reimbursements, revenue generated by meal fees, a la carte items sold and catering.

Now therefore,

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

SECTION I. That the proposal by EMS LINQ, Inc. for a School Nutrition Software for the Kingsport City Schools is accepted.

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

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

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

ADOPTED this the 7th 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

## MEMORANDUM

**TO:** KCS Board of Education and Board of Mayor and Alderman

**FROM:** Jennifer Walker, RD, Supervisor of School Nutrition Services

**DATE:** 11/08/2021

**RE:** School Nutrition Software

Recommendation: To award the bid and enter into an agreement for nutrition software to EMS LINQ, Inc. for Kingsport City School Nutrition use in the 2022-23 school year.

A request for proposal for school nutrition software was publicized on Sunday September 5, 2021 and opened on Friday, September 22, 2021. Two vendors, EMS LINQ, Inc. and current vendor Horizon Software submitted RFPs to Kingsport City. Based on overall cost and software capability, Kingsport City School Nutrition recommends awarding the bid to EMS LINQ, Inc. In order to be ready for the 2022-23 school year and because our contract with Horizon Software ends on April 30, 2022, the contract with EMS LINQ, Inc. needs to be implemented as soon as possible. EMS LINQ, Inc. pricing per the bid will remain the same over the next ten years. During this time, annual contract renewals will span from July 1<sup>st</sup> thru June 30<sup>th</sup> as long as cost and quality of bid services are acceptable and if new software capabilities are warranted for the Kingsport City School Nutrition department.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition is a self-supporting department within the Kingsport City Schools. We receive funding from federal reimbursements, revenue generated by meal fees, a la carte items sold and catering.



MINUTES  
BID OPENING  
September 22, 2021  
4:00 P.M.

Present: Nikisha Eichmann, Assistant Procurement Manager; and Olivia Nickens, Procurement Specialist

The Bid Opening was held in the Conference Room 436, City Hall.

The Procurement Manager opened with the following bids:

School Nutrition Management Software	
Vendor:	Comments:
EMS LINQ Inc.	
Harris School Solutions School Nutrition	Compliance Affidavit not notarized. Cannot accept bid.
Horizon Software International, LLC *	
* Bid was opened in Purchasing Office. Horizon RFP was inadvertently delivered to City of Kingsport Schools Administration Support Center. Bid was in ASC possession prior to bid opening.	

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

## **AGREEMENT FOR SERVICES**

THIS AGREEMENT, effective on January 1, 2022, by and between EMS LINQ, Inc., hereinafter referred to as "COMPANY" and the CITY OF KINGSPORT, for its Kingsport City Schools, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, CITY has need for services and other adjunct services as may be authorized by CITY as set forth in the Request for Proposal with a response time of September 22, 2021, at 4:00 p.m. Eastern time, and;

WHEREAS, COMPANY desires to provide such services and being competent to do so;

NOW THEREFORE, CITY and COMPANY in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

### **ARTICLE I SCOPE OF AGREEMENT, SERVICES, AND SCHEDULE**

1.1 The Agreement will consist of the following:

- (A) This Agreement;
- (B) City of Kingsport's Request for Proposals, dated September 5, 2021 and Addendum I dated September 13, 2021, a copy of which is attached as Exhibit A, except for the TERM OF CONTACT on page five (5); and
- (C) COMPANY'S entire Proposal, including the Technical Proposal, consisting of forty-two (42) pages and the Cost Proposal, consisting of five (5) pages dated September 22, 2021, a copy of which is attached as Exhibit B.

Exhibit A and Exhibit B are incorporated herein by reference and made a part of this Agreement as if they were set out verbatim. To the extent there is a conflict between the terms of any of the documents that constitute this Agreement, the terms that provide the greater benefit to the CITY and/or impose the greater obligation on COMPANY shall control.

- 1.2 The work and services to be performed (hereinafter referred to as "Services") by COMPANY shall be in accordance with COMPANY's Scope of Work, as detailed in Exhibit B.
- 1.3. On receiving authorization to proceed with the work, COMPANY shall proceed with the Scope of Work contained in Appendix and shall proceed on a schedule mutually agreed with CITY.

- 1.4 As part of its Services COMPANY agrees to update this web-based product as it is revised, providing CITY with the most up-to-date version throughout the term of this Agreement.

## **ARTICLE II TERM**

- 2.1 The term of this Agreement will begin on the "Effective Date"; and, unless earlier terminated as provided in this Agreement, will continue to June 30, 2031.
- 2.2 Throughout the term of this Agreement, COMPANY agrees to make all commercially reasonable efforts to provide thirty (30) days advance notice to CITY if there are changes to personnel that directly work with the CITY, to provide these Services.

## **ARTICLE III COMPENSATION**

- 3.1 Unless terminated in accordance with the terms and conditions of this Agreement, CITY will pay COMPANY over the term of this Agreement as follows and as shown in the last chart on page 5 of the RFP Cost Proposal that is a part of Exhibit B:

	Total Proposer's Cost	Hardware Adjustment	Total Cost to the District
Year 1 semester FOH)	\$8,500 FOH training	\$12,250	\$20,750
Year 2 (FOH and BOH)	\$15,795 + \$8,500BOH training		\$24,295
Year 3			\$15,795
Year 4			\$15,795
Year 5			\$15,795
Year 6			\$15,795
Year 7			\$15,795
Year 8			\$15,795
Year 9			\$15,795
Year 10			\$15,795

- 3.2 Annually, on the anniversary date of this Agreement COMPANY shall submit an invoice to CITY in a form consistent with CITY's needs for the upcoming year set out above in section 3.1. The invoices are to be signed and certified as to their accuracy.
- 3.3 CITY will promptly review invoices. CITY may require any additional information deemed necessary and appropriate to substantiate the invoice. CITY shall have ten (10) work days from date of receipt from COMPANY of an invoice to reject all or any part of the invoice. Payment terms of all undisputed invoices are net thirty (30) calendar days from the dates of the invoices.
- 3.4 For any dispute invoice or part thereof CITY shall provide written notice of such disputed invoice to COMPANY via the notice provisions set out herein within forty-five (45) days. An additional fifteen (15) days is allowed for CITY to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CITY that shall include either a justification of the invoice or an explanation of an

adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CITY to resolve any issues presented in CITY's notification to COMPANY. CITY may withhold payment of only the amount actually in dispute and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Any invoice not disputed as described above shall be deemed accepted by the City. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under this Agreement.

#### **ARTICLE IV INDEPENDENT CONTRACTOR**

- 4.1 COMPANY warrants to be an independent contractor and responsible for its Services, and not as the agent of CITY, in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by COMPANY shall create any contractual relationship between any such subcontractor and CITY. COMPANY shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. COMPANY shall review State of Tennessee and City of Kingsport laws and regulations applicable to its services. COMPANY agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the design or implementation of the Project.

#### **ARTICLE V COMMITMENT OF PERSONNEL AND GENERAL WARRANT**

- 5.1 COMPANY represents that it has, or will secure at its own expense, the qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with CITY.
- 5.2 All the Services required hereunder will be performed by COMPANY or subcontractors under their supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State of Tennessee and local laws to perform such Services.
- 5.3 COMPANY represents and warrants that it has the resources necessary to provide the products and services called for in this Agreement, and all services will be performed in a professional and workmanlike manner consistent with the practices and standards of care generally-accepted within and expected of company's industry. COMPANY further represents and warrants that the Services will conform to its published specifications, operate in substantial compliance with applicable documentation, and will be free from material deficiencies and defects in materials, workmanship, design, and/or performance in accordance with the specifications set forth in this Agreement.

- 5.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE CONTRACT DOCUMENTS, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY TENNESSEE LAW.

## **ARTICLE VI LIABILITY AND INSURANCE**

- 6.1 COMPANY shall fully indemnify, defend and hold harmless the CITY, its Board of Mayor and Aldermen, employees, officers, and volunteers from and against damages, liabilities, expenses, compensations, claims, demands, suits or judgments of sums of money, including but not limited to court costs and reasonable counsel fees, to any party for loss of life or injury or damage to persons or property to the extent caused by, any negligent act, error, omission, of COMPANY, its agents, servants, or employees while engaged upon or in connection with the Services required or performed by COMPANY. The provisions of this Article VI shall survive the termination or expiration of this Agreement and extends beyond any recovery from insurance or third-party until the CITY is restored to its pre-loss condition.
- 6.2 COMPANY shall at its own expense secure and maintain in effect throughout the duration of and for a period of one year after the contract insurance of the following kinds in no less than the limits specified for itself as well as for any of its subcontractors. The types of policies and limits listed below are the minimum required for COMPANY and any of its subcontractors. All policy limits shall be available for the benefit of the CITY on a primary and noncontributory basis notwithstanding any limits required herein.
- 6.3 All policies shall be from insurers that have a Certificate of Authority issued by or are otherwise eligible to operate in and by the State of Tennessee. Each insurer shall have a rating of A or better by AM Best or its equivalent by the CITY as an approved alternate. A Certificate of Insurance is required upon award and shall include the following language: "The City of Kingsport, Tennessee, its Board of Mayor and Alderman, officers, volunteers, agents, and employees are additional insureds for the full limits of all policies listed herein or otherwise applicable on a primary and noncontributory basis." All applicable policies shall be endorsed naming the CITY as an additional insured using that same language. The Certificate of Insurance shall also clearly T the following: "Should any of the above described policies be canceled before the expiration date, the issuing company shall provide a thirty (30) day written notice to the certificate holder." Bidder shall provide a complete certified copy of any policy including all endorsements and exclusions upon request.
- 6.4 The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

**(A) Commercial general liability:**



COMPANY shall have coverage on an ISO CGL Special Coverage Form or its equivalent for Bodily Injury, Property Damage, Contractual, and XCU (Explosion, Collapse, and Underground) coverages in the amount of \$1,000,000 per occurrence and \$2,000,000 in a general aggregate.

**(B) Workers' Compensation:**

Workers' compensation coverage shall be issued covering any employees with the State of Tennessee listed in 3A of the policy and provide benefits as required by Title 50 of the Tennessee Code Annotated without limit. The policy shall include Employer's Liability coverage in the amount of \$1,000,000. The COMPANY agrees to obtain and maintain any other coverages such as Longshore and Harbor Workers' Compensation Act or Jones Act if required under Federal Law.

**(C) Business Auto Coverage:**

COMPANY shall obtain and maintain, at least \$1,000,000 of combined single limit coverage for bodily injury and property damage caused by any owned, non-owned, or hired vehicles including trailer and mobile equipment that is subject to financial responsibility, licensure, or registration.

**(D) Professional Liability:**

COMPANY shall obtain and maintain, at least \$1,000,000 of per occurrence professional liability insurance coverage for any alleged errors, omissions, or negligent acts committed in the performance of professional services under this contract. Coverage shall begin prior to beginning any work on behalf of the City or this contract and shall extend to the end of Tennessee's Statute of Repose from the later of the contract term or completion of all work thereto.

**(E) Technology Errors & Omissions Liability Coverage:**

COMPANY agrees to maintain Technology Errors & Omissions Liability coverage with a limit of liability not less than \$5,000,000 Per Claim, \$10,000,000 Annual Aggregate, or a \$10,000,000 Combined Single Limit. For policies written on a "Claims-Made" basis, COMPANY agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve COMPANY of the obligation to provide replacement coverage.

6.5 CITY shall be included as an Additional Named Insured for Vicarious Liability as in respect to the COMPANY'S actions on behalf of CITY. COMPANY understands and agrees to pay for any deductible or other retention of it or any of its subcontractors for

any claim arising from any policy or program covering this agreement. It is further agreed that any insurance protection required by this Agreement or otherwise provided by COMPANY, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CITY, the City of Kingsport, Tennessee, its boards, officers, volunteers, agents, and employees. COMPANY waives and shall have its insurers waive, its rights of subrogation.

## **ARTICLE VII DATA PROTECTION**

- 7.1 To the extent that city's data contains personal data about any living individual ("Data"), COMPANY will process that Data only as a Data Processor acting on behalf of CITY (as the Data Controller) and in accordance with the requirements of this Agreement.
- 7.2 COMPANY shall exercise reasonable care for the protection of such data and shall maintain reasonable data integrity safeguards against the deletion or alteration of such data. In the event that any such data is lost or destroyed because of any act or omission of COMPANY or any noncompliance with the obligations of COMPANY under this Agreement, then COMPANY shall, at its own expense, use its best efforts to reconstruct such data as soon as feasible.
- 7.3 Parties will at all times comply in full with the requirements of any applicable privacy and data protection laws.
- 7.4 COMPANY will process the Data in accordance with CITY's instructions under Applicable Privacy Law(s) and will not: (a) assume any responsibility for determining the purposes for which and the manner in which the Data is processed, or (b) process the Data for its own purposes.
- 7.5 In the course of providing CITY with the services described in the Agreement, COMPANY may also collect, use, process and store diagnostic and usage related content from the computer, mobile phone or other devices Your Users use to access the LINQ Product or Service. This may include, but is not limited to, IP addresses and other information like internet service, location, the type of browser and modules that are used and/or accessed (the "Usage Data"). Usage Data does not, however, include Your Data.
- 7.6 CITY agrees that COMPANY's Data and Usage Data to create and compile anonymized, aggregated datasets and/or statistics about COMPANY's products or services in order to: (a) maintain and improve the performance and integrity of COMPANY's products or services, (b) understand which COMPANY'S products or services are most commonly deployed and preferred by customers and how customers interact with COMPANY's products or services, (c) identify the types of COMPANY products and services that may require additional maintenance or support, and (d) comply with all regulatory, legislative and/or contractual requirements, provided in each case that such aggregated datasets and statistics will not enable any living individual to be identified.
- 7.7 COMPANY will have in place and will maintain throughout the Term of this Agreement,

appropriate technical and organizational measures against accidental or unauthorized destruction, loss, alteration or disclosure of the Data, and adequate security programs and procedures to ensure that unauthorized persons will not have access to any equipment used to process the Data.

- 7.8 COMPANY is authorized to subcontract processing of Data under this Agreement to a third party provided that: (a) COMPANY flows down its obligations to protect the Data in full, to any subcontractor it appoints, such that the data processing terms of the subcontract are no less onerous than the data processing terms set out in this Article VII, and (b) COMPANY will remain fully liable to CITY for the acts, errors and omissions of any subcontractor it appoints to process the Data.
- 7.9 COMPANY will at all times provide an adequate level of protection for Data that it processes on behalf of CITY.
- 7.10 Neither the Service nor the COMPANY's Products or systems are configured to receive and store personal health information ("PHI"), as that term is defined under the Health Insurance Portability and Accountability Act ("HIPAA") and that LINQ is neither a "Covered Entity" nor a "Business Associate," as those terms are defined in HIPAA. As such, CITY agrees, on behalf of itself and, to the extent permitted by Tennessee law, its users, not to use the COMPANY's Products or provide access to or submit any PHI to COMPANY when requesting technical and or Support Services, in either case, to, directly or indirectly, submit, store or include any PHI as part of the CITY's Data. CITY agrees that COMPANY may terminate this Agreement immediately, if CITY is found to be in violation of this Section.
- 7.11 COMPANY shall comply in all respects with the Family Educational Rights and Privacy Act (FERPA) and all other state and federal laws applicable to the security and confidentiality of pupil records. COMPANY will designate and train responsible individuals on ensuring the security and confidentiality of pupil records and COMPANY will establish and validate that security protocols that are in use at their facilities or leased facilities meet or exceed the stated and expected security surrounding FERPA which include firewalls, intrusion detection, web based security and authentication protocols. In addition, COMPANY will provide such information reasonably requested by CITY in order for CITY to verify COMPANY's compliance with FERPA and such other state and federal laws applicable to the security and confidentiality of pupil records.
- 7.12 In the event of a security breach, COMPANY will notify CITY and those affected by such breach regarding the extent of the breach, time of the breach, and steps taken to ensure their security and privacy. COMPANY will use commercially reasonable efforts to notify those affected within 48 hours. COMPANY will notify CITY via telephone & email; parents will be notified via email.
- 7.13 CITY acknowledges that COMPANY's privacy policy (which may be viewed at [https://www.Link12.com/application/files/9715/8999/3875/LINQ\\_PrivacyPolicy\\_May\\_2020.pdf](https://www.Link12.com/application/files/9715/8999/3875/LINQ_PrivacyPolicy_May_2020.pdf)) shall apply to any Personal Data received or collected by COMPANY from the Users. COMPANY may make unilateral changes to its Privacy Policy, provided any such

changes are subject to the provisions of this Agreement, and shall not alter this Agreement, and shall not materially alter the use of the service or reduce the level of protection provided to CITY at the time of the execution of this Agreement.

## **ARTICLE VIII LICENSE AGREEMENT**

- 8.1 Upon CITY's payment for the software products license fees set forth in this Agreement, COMPANY shall grant to CITY and CITY shall accept from COMPANY a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services referenced herein, and, unless prohibited by law, will provide access to any person designed by CITY as a User.
- 8.2 COMPANY shall use commercially reasonable efforts to display its content for access and use by CITY's Users twenty-four (24) hours a day, seven (7) days a week, subject to pre-scheduled, pre-announced downtime for routine maintenance, emergency maintenance, and system outages beyond COMPANY' control.
- 8.3 CITY acknowledges that COMPANY alone (and its licensors, where applicable) shall own all rights, title and interest in and to COMPANY' software, website or technology, and the Services provided by COMPANY, and this Agreement does not convey to CITY any rights of ownership to the same. COMPANY name and logo are trademarks of COMPANY, and no right or license is granted to CITY to use them.
- 8.5 Except as otherwise agreed in writing or to the extent necessary for CITY to use the Services in accordance with this Agreement, CITY shall not: (i) copy the course content in whole or in part except for Users to be able to study and have instruction; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of COMPANY or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any COMPANY software.

## **ARTICLE IX SYSTEM MAINTENANCE**

- 9.1 For as long as this Agreement is in place, COMPANY shall ensure that the software provided as a Service pursuant to this Agreement does not materially differ from the requirements in Exhibit B. COMPANY agrees to ensure that the software is kept up-to-date during the term of this Agreement, and the CITY will have access to this up-to-date software at no additional cost.
- 9.2 COMPANY reserves the right to change the functionality of future releases of its software and CITY understands that COMPANY is not obligated to include specific functionality in future releases unless provided for herein.

## **ARTICLE X TERMS AND CONDITIONS**

- 10.1 This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.
- 10.2 This Agreement may not be sublet, assigned or transferred, changed, modified, or amended, in whole or in part, except as may be agreed, in writing, and signed by all the parties hereto.
- 10.3 To the extent that any provision of this Agreement is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- 10.4 COMPANY shall comply with applicable laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions or any other body exercising functions similar to the foregoing insofar as carrying out the provisions of this Agreement.
- 10.5 In additions to the termination provisions in Exhibit A, if through any cause, either party shall fail to fulfill in timely and proper manner the obligations, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by filing written notice to the party in breach of such termination and specifying the effective date thereof, at least five days before the effective day of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by COMPANY under this Agreement shall, at the option of CITY, become its property and COMPANY shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, COMPANY shall not be relieved of liability to CITY for damages sustained by virtue of any breach of the agreement by COMPANY and CITY may withhold any payments to COMPANY for the purpose of set off until such time as the exact amount of damages due CITY from COMPANY is determined. If CITY decides to terminate the Agreement, COMPANY will, at CITY's option, assist to cause the orderly transition and migration with regard to CITY's data and information (Transition Assistance). COMPANY reserves the right to charge reasonable fees and expenses to comply with this requirement. As part of this Transition Assistance (a) COMPANY and CITY will work together to develop a transition plan setting forth the respective tasks to be accomplished by each party in connection with the orderly transition and a schedule pursuant to which the tasks are to be completed.
- 10.6 All data migrated and/or entered into the COMPANY's software or system that are not



part of the COMPANY's base product created or delivered by COMPANY to CITY during this Agreement, together with the associated copyright and intellectual property rights, shall, unless otherwise indicated herein, be owned by CITY. CITY retains all right, title, and ownership of any CITY-created items it develops during the term of this Agreement. COMPANY shall obtain written permission from CITY to use any of these courses or tests for other customers.

- 10.7 All data pertaining to CITY or its employees processed by or stored in the system shall be kept confidential, shall be used only to carry out this Agreement, and may not be disclosed to anyone except employees, agents and contractors of COMPANY who have a "need to know" the same in order to further or facilitate the performance of the COMPANY's services and who are legally bound to respect the confidentiality thereof. All such data shall be and remain the property of CITY. COMPANY shall provide CITY with additional assurances or evidence of compliance regarding the confidentiality of such matters as CITY considers necessary or appropriate to comply with applicable laws and regulations.
- 10.8 COMPANY shall exercise reasonable care for the protection of such data and shall maintain reasonable data integrity safeguards against the deletion or alteration of such data. In the event that any such data is lost or destroyed because of any act or omission of COMPANY or any noncompliance with the obligations of COMPANY under this Agreement, then COMPANY shall, at its own expense, use its best efforts to reconstruct such data as soon as feasible.
- 10.9. The Services to be provided by COMPANY under the terms and conditions of this Agreement will be provided according to this Agreement. Both parties understand that time is of the essence.
- 10.10 In the event that a conflict arises that cannot be resolved between the parties, CITY and COMPANY agree that all disputes arising out of or relating to this Agreement or the Services that cannot be resolved by the parties shall be submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Rules of the Tennessee Supreme Court. Mediation shall take place in Kingsport, Tennessee, unless otherwise mutually agreed to another location. The parties will share equally in the cost of the mediator. Request for mediation shall be filed in writing with the other party to this Agreement. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order. The mediator will be selected by the parties. If the parties cannot agree to a mediator, each party will select a mediator and those two mediators will select a mediator not selected by either party and such individual will serve as the mediator.
- 10.11 Notwithstanding any other provision of this Agreement, and to the extent permitted by law, neither CITY nor COMPANY, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Service or to this Agreement. This mutual waiver of consequential

damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

- 10.12 This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement. The Parties expressly disclaim any alternate terms and conditions accompanying drafts, invoices, virtual documents, or purchase orders issued by either Party.
- 10.13 Neither COMPANY nor CITY is bound by this Agreement until it is approved by the appropriate, officials shown on the signature page of this Agreement.
- 10.14 The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.
- 10.15 COMPANY is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.
- 10.16 The services to be performed by COMPANY pursuant to this Agreement with CITY are intended solely for the benefit of CITY, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on COMPANY's performance of its services hereunder, and no right to assert a claim against CITY or COMPANY, its officers, employees, agents or contractors shall accrue to COMPANY or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of COMPANY's services hereunder.
- 10.17 Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.
- 10.18 Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms,

tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

10.19 CITY is an EEO/AA/Title VI/Section 504/ ADA/ADEA Employer.

10.20 All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service, faxed or mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth herein. All notices under this Agreement (a) if delivered personally or by a nationally recognized courier service, will be deemed given upon delivery, (b) if delivered by facsimile, will be deemed given when confirmed, and (c) if delivered by mail in the manner described above, will be deemed given on the fifth business day after the day it is deposited in a regular depository of the United States mail. Either party may change its address or designee for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective.

Notice to COMPANY: EMS LINQ, Inc.

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Notice to CITY: Kingsport City Schools  
400 Clinchfield Street, Suite 200  
Kingsport, Tennessee 37660  
ATTN: Superintendent

With a copy to: City Attorney  
City of Kingsport  
415 Broad Street  
Kingsport, Tennessee 37660

10.21 COMPANY represents that the software conforms to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.1 (WCAG 2.1), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. COMPANY shall provide CITY a current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards. COMPANY shall promptly respond to and resolve any complaint regarding accessibility of its products or services. COMPANY further agrees to indemnify and hold harmless CITY from any claims arising out of COMPANY's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a

material breach of the Agreement.

- 10.22 The parties are both business entities having substantial experience with the subject matter of this Addendum, and each has fully participated in the negotiation and drafting of this Addendum. 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 Addendum differs in any respect from any previous draft hereof.
- 10.23 Notwithstanding anything to the contrary no virtual document, including any “clickwrap”, “clickthrough”, or “click and accept” terms; or similar prerequisite to the use of Company’s product which purports to act as a user’s acceptance of terms and conditions is an agreement binding on CITY, and CITY’s use directly or through its employees or contractors of any webpage, website, or any other virtual platform will not bind CITY to any purported agreement. The express intent of the parties hereto is that this Agreement shall serve as the sole Agreement between the parties. No employee of CITY or any other person, without proper authorization, can bind CITY to any terms, contract, or agreement and only authorized representatives may bind CITY through a written document which has been attested to by the city recorder and the city attorney. Anything not contained in this Agreement including other agreements or understandings, be they in physical, verbal, or electronic form, such as but not limited to “clickwrap”, “click-through”, “click and accept” or any other form, are null, void, and without effect as it applies to CITY. Anything declaring that it is an Agreement that is not in a physical writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by CITY’s city recorder and approved as to form by CITY’s city attorney are not agreements of CITY, and shall not alter this Agreement and shall not materially alter the use of the service or reduce the level of protection provided to CITY at the time of the execution of this Agreement.
- 10.24 No member, official, or employee of CITY shall be personally liable to COMPANY or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by CITY; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement
- 10.25 This Agreement forms the entire Agreement between CITY and COMPANY. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, shall be of no force or effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound have caused their duly authorized representative to, set their hand this day, month, and year first above written.

EMS LINQ, INC.

CITY OF KINGSPORT for its Kingsport  
City Schools

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



## AGENDA ACTION FORM

### **Consideration of Resolution to Award the KCS School Nutrition Services Dairy Bid to Prairie Farms Dairy and Authorizing the Mayor to Sign All Applicable Documents**

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

Action Form No.: AF-340-2021  
 Work Session: December 6, 2021  
 First Reading: N/A

Final Adoption: December 7, 2021  
 Staff Work By: Committee  
 Presentation By: D. Frye

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

Kingsport City Schools Nutrition Services administers various contracts to maintain a continual supply of food items. The bids for dairy items were opened on November 17, 2021 and two bidders responded. The bids were reviewed by Kingsport City School Nutrition Services and it has recommended to award the contract for dairy items to the lowest bidder, Prairie Farms Dairy, and authorize the Mayor to sign all applicable documents.

The contract term will be January 8, 2022 thru June 30, 2022. The contract will include a renewal option on an annual basis in one year increments providing all terms, conditions and costs are acceptable to both parties. The contract will be for a not-to-exceed amount of \$350,000.00.

Funding will be provided by School Nutrition Services budget. School Nutrition is a self-supporting department within Kingsport City Schools. Their funding comes from federal reimbursements, revenue generated by meal fees, a la carte items sold, and catering.

#### **Attachments:**

1. Resolution
2. Bid Minutes
3. Recommendation

Funding source appropriate and funds are available: *gm*

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

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



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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF DAIRY ITEMS TO PRAIRIE FARMS DAIRY FOR THE KINGSPORT 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

WHEREAS, bids were opened November 17, 2021, for the purchase of dairy items for the Kingsport City Schools Nutrition Services Program; and

WHEREAS, upon review of the bids, the board finds Prairie Farms Dairy to be the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and that this award in the best interest and advantage to the city; and

WHEREAS, the City of Kingsport desires to purchase dairy items from Prairie Farms Dairy at a total purchase cost not-to-exceed \$350,000.00; and

WHEREAS, the contract is for the term of January 8, 2022, through June 30, 2023, with an option to renew on an annual basis in one year increments, provided all terms, conditions and cost are acceptable to both parties; and

WHEREAS, the funding is provided by the School Nutrition Services budget.

Now therefore,

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

SECTION I. That the bid to purchase dairy items is awarded to Prairie Farms Dairy at a total purchase cost of \$350,000.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a contract with Prairie Farms Dairy for the term of January 8, 2022, through June 30, 2023, at a total purchase cost of \$350,000.00, with an option to renew on an annual basis in one year increments, provided all terms, conditions and cost are acceptable to both parties and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the contract 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 7th 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**  
November 17, 2021  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Sandra Sloan, Assistant Procurement Manager,  
Schools

The Bid Opening was held in the Conference Room 436, City Hall.

The Procurement Manager opened with the following bids:

DAIRY PRODUCTS FOR THE CITY KINGSPORT SCHOOL NUTRITION PROGRAM	
Vendor:	Unit Cost:
Prairie Farms Dairy	\$315,147.85
DFA Dairy Brands Fluid, LLC / Mayfield Dairy	\$346,009.75

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



**Jennifer Walker**  
Supervisor of School Nutrition Services

400 Clinchfield Street, Ste. 200  
Kingsport, TN 37660

p: (423) 378.2106  
f: (423) 378.2109

[jwalker@k12k.com](mailto:jwalker@k12k.com)  
[www.k12k.com](http://www.k12k.com)

## MEMORANDUM

**TO:** KCS Board of Education and Board of Mayor and Alderman

**FROM:** Jennifer Walker, RD, Supervisor of School Nutrition Services

**DATE:** 11/18/2021

**RE:** Dairy Bid

**Recommendation:** To award a new bid from Prairie Farms Dairy to Kingsport City School Nutrition for use in the 2022-23 school year.

An invitation to bid was publicized on Sunday, October 31, 2021, and opened on Wednesday, November 17. Two vendors, DFA Dairy Brands Fluid, LLC/ Mayfield Dairy, and current vendor Prairie Farms Dairy, submitted proposals to Kingsport City. Based on the quality of service and overall cost savings of \$30,861.90 in the first year, Kingsport City School Nutrition recommends Prairie Farms Dairy to win the bid.

The new agreement with Prairie Farms Dairy will begin January 8, 2022, and extend thru June 30, 2023, and maintain a continuous supply of dairy products throughout the same school year. The new agreement calls for renewal after 18 months to extend the contract **until June 30, 2023**, and then annually the following two years, providing pricing and quality of service is acceptable to the City of Kingsport. The new contract not-to-exceed amount is \$350,000.

The School Nutrition Services budget fully funds all expenditures from this contract. School Nutrition is a self-supporting department within the Kingsport City Schools. We receive funding from federal reimbursements, revenue generated by meal fees, a la carte items sold, and catering.





## AGENDA ACTION FORM

### **Consideration of a Resolution Approving the Tennessee State-Subdivision Opioid Abatement Agreement and Authorizing the Mayor to Execute the Agreement**

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

Action Form No.: AF-342-2021  
 Work Session: December 6, 2021  
 First Reading: N/A

Final Adoption: December 7, 2021  
 Staff Work By: Bart Rowlett  
 Presentation By: C. McCartt

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

The opioid epidemic continues to impact communities including Kingsport. Kingsport has and will continue to suffer harm as a result of the opioid epidemic. The State of Tennessee and some Tennessee local governments filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the "Opioid Litigation"). Some pharmaceutical distributors and a manufacturer have proposed settlements of those claims.

The 112th General Assembly of the Tennessee legislature enacted Public Chapter No. 491 during its 2021 Regular Session, it was signed into law by Governor Bill Lee on May 24, 2021, and it addresses the allocation of funds from certain proposed opioid litigation settlements. The State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid related litigation.

The Tennessee State-Subdivision Opioid Abatement Agreement (the "Tennessee Plan"), set forth in the attached resolution, has a framework of a unified plan for the proposed allocation and use of the Settlement Funds. Participation in the settlements and Tennessee Plan by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from pending proposed opioid settlements. The deadline for signing the participation agreement is January 2, 2022.

#### **Attachments:**

1. Resolution

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 AUTHORIZING THE CITY OF KINGSPORT 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

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and Kingsport, Tennessee; and

WHEREAS, Kingsport has suffered harm and will continue to suffer harm as a result of the opioid epidemic; and

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the "Opioid Litigation"); and

WHEREAS, certain pharmaceutical distributors and a manufacturer have proposed settlements that the board of mayor and aldermen find acceptable and in the best interest of the city residents; and

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112<sup>th</sup> Tennessee General Assembly, and it was signed into law by Governor Bill Lee on May 24, 2021, and addresses the allocation of funds from certain proposed opioid litigation settlements; and

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid related litigation ("Settlement Funds"); and

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the "Tennessee Plan"), set forth herein, has a framework of a unified plan for the proposed allocation and use of the Settlement Funds; and

WHEREAS, participation in the settlements and Tennessee Plan by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from pending proposed opioid settlements.



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

SECTION I. That the board of mayor and aldermen finds that participation in the Tennessee Plan is in the best interest of the city of Kingsport and its citizens because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

SECTION II. That the board of mayor and aldermen hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan, and the Tennessee Plan is approved.

SECTION III. 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 the Tennessee Plan in substantially the form attached as Exhibit "A", and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the plan, said Tennessee Plan being as follows:

Tennessee State-Subdivision Opioid Abatement Agreement

**I. Definitions**

For all sections of this Agreement, the definitions for terms set out in this Section I apply. The Agreement also uses additional terms that are defined in the Distributor/J&J Settlements and other agreements. In such instances, which are clearly stated, those terms are defined by those agreements.

A. "2021 Legislation." Public Chapter No. 491 passed during the 2021 Regular Session of the 112th Tennessee General Assembly and signed into law by Governor Bill Lee on May 24, 2021. For ease of reference purposes only, a copy of Public Chapter No. 491 is attached.

B. "Agreement." This document, the Tennessee State-Subdivision Opioid Abatement Agreement, a "state-subdivision opioid abatement agreement" as defined in the 2021 Legislation, Section 5(7) and Section 13(6). This Agreement is also a "State-Subdivision Agreement" as defined in the Distributor/J&J Settlement Agreements and a "Statewide Abatement Agreement" as defined in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy plans.

C. "Distributor/J&J Settlements." The settlements consisting of the joint settlement agreement with distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and their subsidiaries and other related entities and the settlement agreement with manufacturer Johnson & Johnson, its Janssen subsidiaries and other subsidiaries and related entities. Both settlements qualify as Statewide Opioid Settlement Agreements.

D. "Joint Abatement Bankruptcy Plan." A plan confirmed in federal bankruptcy court under Title 11 of the United States Code that resolves state and subdivision claims related to the manufacture, marketing, distribution, dispensing, or sale of opioids in a manner that allocates funds for abatement jointly to the state and its subdivisions. The plans in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy cases are examples of Joint Abatement Bankruptcy Plans.

E. "Opioid Abatement Council." The council created by the 2021 Legislation, Sections 3-9.

F. "Relevant Funds." Funds that, pursuant to a Joint Abatement Bankruptcy Plan, are allocated to the State for the claims of the State and its Subdivisions and that must be dedicated to opioid abatement programs.

G. "State." The State of Tennessee.

H. "State-Only Opioid Settlement Agreement." A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which there are not provisions for Subdivision joinder.

I. "State Opioid Judgment." A judgment obtained by the State against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

J. "Statewide Opioid Settlement Agreement." A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which subdivision claims are addressed.

K. "Statutory Bar." A law barring all subdivisions (not limited to counties and municipalities) in the state from maintaining released claims against released entities, either through a direct bar or through a grant of authority to release claims. The 2021 Legislation, Sections 10-19 establishes a grant of

authority process for a statutory bar to be enacted for the entities addressed in the Distributor/J&J Settlements.

L. "Subdivision." A Tennessee county or municipality.

M. "Subdivision-Only Opioid Settlement Agreement" A settlement agreement between one or more Subdivisions and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids that does not include the State as a party.

N. "Subdivision Opioid Judgment." A judgment obtained by one or more Subdivisions against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

O. "Tennessee Opioid Abatement Fund." The opioid abatement trust fund established by the 2021 Legislation, Sections 1-2.

## **II. Interaction of this Agreement with Settlements, Bankruptcy Plans and Legislation**

This Agreement replaces certain default provisions in specified State Opioid Settlement Agreements and Joint Abatement Bankruptcy Plans. Certain default provisions are also replaced by the 2021 Legislation and consent judgments will be filed for State Opioid Settlement Agreements. Thus, there will be multiple sources of authority for the application of each settlement agreement or bankruptcy plan. While parts of the 2021 Legislation are described in this Agreement, such descriptions do not supersede the statutory language, which is controlling.

## **III. Allocation of Funds in the Distributor/J&J Settlements**

The Distributor/J&J Settlements allow for payment and allocation default provisions to be replaced by state-subdivision agreements, by statute, and other means. As referenced below, the 2021 Legislation addressed some of the default provisions in these settlements. This Agreement makes a few additional changes to the default provisions. As described below, some default provisions remain in place.

A. Allocation among three sub-funds. The Distributor/J&J Settlements initially allocate the vast majority of settlement funds among three sub-funds for each state: the "State Fund," the "Abatement Accounts Fund," and the "Subdivision Fund."<sup>1</sup> Subject to the terms of the specific settlement agreements and assuming full subdivision participation and maximum payments, allocation among the three Tennessee sub-funds shall remain the same as with the default provision: 15% to the State Fund, 70% to the Abatement Accounts Fund, and 15% to the Subdivision Fund.

B. Use of funds. The Distributor/J&J Settlements have provisions concerning the use of funds and those are controlling.<sup>2</sup> Generally they require that money from all three sub-funds be used for "Opioid Remediation" as that term is defined in those agreements. Such definitions include restitution for past abatement within the definition of remediation.

C. State Fund. The 15% State Fund shall be directed to the State's general fund unless directed to the Tennessee Opioid Abatement Fund by future legislation.

### **D. Abatement Accounts Fund.**

1. The 70% Abatement Accounts Fund shall be directed to the Tennessee Opioid Abatement Fund.

2. The 2021 Legislation fully replaces the default provisions for the Abatement Accounts Fund.<sup>3</sup> Among the legislative provisions is the requirement that for the Distributor/J&J Settlements funds deposited into the Tennessee Opioid Abatement Fund, the Opioid Abatement Council shall disburse 35% of these proceeds to counties that join the settlements to be spent on opioid abatement and remediation pursuant to Subsections 6(q)-(s). 2021 Legislation Section 6(p).

3. The 2021 Legislation allows for a state-subdivision agreement to determine the metrics used in allocating certain funds among participating counties. 2021 Legislation, Section (6)(q). It is agreed that the allocation formula shall use data for fatal and non-fatal opioid overdoses, opioid sales measured by morphine milligram equivalents, and population. Details and agreed terms regarding the metrics, the updating of allocation percentages, and the initial allocation percentages for each county is set out in Exhibit A.

### **E. Subdivision Fund.**

1. The 15% Subdivision Fund shall generally be directed to the Subdivisions participating in the Distributor/J&J Settlements pursuant to the default provisions of those agreements, including the allocation of funds for non-litigating municipalities with populations under 10,000 to their respective counties.

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<sup>1</sup> "State Fund," "Abatement Accounts Fund," and "Subdivision Fund" are all defined terms in the Distributor/J&J Settlement agreements. They are sub-funds of the settlements' "Settlement Fund" into which the companies make base and incentive payments pursuant to the settlement agreements.

<sup>2</sup> Some examples are distributor agreement Section V.B.1-2 and J&J agreement Section VI.B.1-2.

<sup>3</sup> These are mainly found in distributor agreement Section V.E and J&J agreement Section VI.E

2. The default provisions are adjusted for non-litigating municipalities in participating counties that both (1) have populations of 10,000 to 30,000 per the 2019 U.S. Census estimate and (2) have a Subdivision Fund allocation percentage less than 0.5%.<sup>4</sup> The allocations for such municipalities shall be directed to their respective counties if the county is a participating subdivision. (If the county is not a participating subdivision, the funds are not redirected to the county.) The reallocation for such municipalities located in multiple counties will be divided among those counties pursuant to the data used in Exhibit G of the Distributor/J&J Settlements. These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund. These redirected funds to certain counties are in addition to the funds allocated to participating counties pursuant to 2021 Legislation Section 6(p) and should not be included in calculating or disbursing the 35% amount allocated to participating counties. Such redirected funds should also not be viewed as an additional recovery by the county for purposes of calculating any contingency fees agreements.

F. Attorneys' fees and costs. The Distributor/J&J Settlements have provisions for funds dedicated to or related to attorneys' fees, costs, and/or expenses. There are also funds for states without outside counsel, identified as "Additional Restitution Funds." Such funds shall be allocated pursuant to such agreements and are not addressed by this Agreement.

#### **IV. Allocation of Funds for other Statewide Opioid Settlement Agreements**

A. Application to future settlements. To the extent allowed by such agreement and subject to IV.B.2 of this Agreement, the provisions in Section III above shall replace default provisions in, and apply to, any future Statewide Opioid Settlement Agreement in which Tennessee counties and municipalities are able to join and receive benefits, either directly or indirectly, in exchange for a release of claims.<sup>5</sup> Not all municipalities need to be eligible to join such a settlement for the provisions of this Section IV to apply. Indirect benefits include funds being allocated to counties and/or the Tennessee Opioid Abatement Fund.

B. Exceptions. The application of Section IV.A. is limited, as follows:

1. The directing of 35% of Abatement Funds to the counties pursuant to the 2021 Legislation Section 6(p) shall not apply to any Statewide Opioid Settlement Agreement that includes an incentive or other benefit for a Statutory Bar unless (a) Section 19 of the 2021 Legislation is amended to specifically allow a Statewide Opioid Settlement Agreement release for the settling entity or entities or (b) another statute that qualifies as a Statutory Bar for such settlement is enacted. Should such settlement become effective prior to the enactment of a Statutory Bar addressing claims against the settling entity or entities, 35% of the funds directed to the Tennessee Opioid Abatement Fund shall be withheld and not allocated until the earlier of (1) the enactment of such a Statutory Bar or (2) a full regular session of the Tennessee General Assembly has occurred.

2. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement unless the application of this Agreement to such settlement is approved by a majority of (a) counties and (b) municipalities having a population over 30,000 after such settlement is negotiated and provided to such subdivisions. Whether there is majority approval shall be measured by population of the relevant subdivisions. Population figures shall be from the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

3. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement with Endo International plc. or its subsidiaries.

C. Statutory provisions. The language in this section does not address or control whether any default provisions in a Statewide Opioid Settlement Agreement are replaced by the 2021 Legislation or any other statutory provision if Section IV.A does not apply to such settlement.

#### **V. Allocation of Funds for Opioid-Related Claims in Joint Abatement Bankruptcy Plans**

A. Relevant Funds. Multiple opioid manufacturers have filed for bankruptcy in actions for which the State and many Subdivisions are creditors for opioid-related claims. These companies include Purdue and Mallinckrodt. It is anticipated that other entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids may also file for bankruptcy and that the State and one or more Subdivisions will pursue opioid-related claims in those actions. Funds allocated to the State and Subdivisions for such claims shall be disbursed pursuant to the confirmed

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<sup>4</sup> For the avoidance of doubt, a non-litigating municipality with a population between 10,000 and 30,000 that has a Subdivision Fund allocation percentage of 0.5% or greater is not affected by this subsection and receives its direct allocation from the Subdivision Fund.

<sup>5</sup> For the avoidance of doubt, the Section III provisions include the 15%/70%/15% allocation of settlement funds among the three sub-funds.

bankruptcy plan for the relevant entity, including requirements for funds to be used for future abatement. It is anticipated that one or more of such plans shall include the allocation of Relevant Funds that must be dedicated to opioid abatement programs. All Relevant Funds shall be placed in the Tennessee Opioid Abatement Fund and allocated pursuant to Sections V.B. Relevant Funds do not include funds disbursed through bankruptcy plans that are not restricted to abatement or that are disbursed for claims that are unrelated to the opioid crisis.

B. Allocation of Relevant Funds. To the extent permissible under the subject bankruptcy plan, Relevant Funds from Joint Abatement Bankruptcy Plans shall be allocated in the same manner as the Abatement Account Funds from the Distributor/J&J Settlements are disbursed under Section III.D and the 2021 Legislation. Thus, the Opioid Abatement Council shall disburse 35% of the proceeds from such bankruptcy plans to the counties subject to 2021 Legislation Subsections 6(q)-(s). All default provisions related to Relevant Funds in such bankruptcy plans are replaced by this Agreement.<sup>6</sup>

C. Exception. Section V shall not apply to any bankruptcy plan for Endo International plc. or its subsidiaries.

D. Statutory provisions. The language in this section does not address or control whether any default provisions in a Joint Abatement Bankruptcy Plan are replaced by the 2021 Legislation or any other statutory provision if Sections V.A-B do not apply to such bankruptcy plans.

#### **VI. No Application to Other Funds**

A. State-Only Opioid Settlement Agreements and State Opioid Judgments. The Attorney General may direct funds from a State-Only Opioid Settlement Agreement or a State Opioid Judgment to the Tennessee Opioid Abatement Fund. Subject to the terms of specific agreements and any conditions placed on the funds prior to their being placed in the Tennessee Opioid Abatement Fund, the funds shall be allocated by the Opioid Abatement Council pursuant to the 2021 Legislation. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from State-Only Opioid Settlement Agreements or State Opioid Judgments.

B. Subdivision-Only Settlement Agreements and Subdivision Judgments. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from Subdivision-Only Opioid Settlement Agreements or Subdivision Opioid Judgments.

#### **VII. Adoption and Amendment of Agreement**

A. Controlling Authority. For this Agreement to replace default provisions in the Distributor/J&J Settlements, it must be adopted by statute or approved by the State and a sufficient number of Subdivisions as set forth in Exhibit O of those settlements. For this Agreement to replace default provisions in the Purdue and other bankruptcy plans, it is anticipated that it will need to be approved by the State and a sufficient number of Subdivisions as set forth in the specific bankruptcy plans. There are similar requirements for amending state-subdivision agreements such as this Agreement. It is understood that the approval process and participation requirements set out in this Section VII meet the requirements of these settlement agreements and anticipated bankruptcy plans. For any settlement agreement or bankruptcy plan that allows for a state- subdivision agreement to determine the requirements for amendment of a state-subdivision agreement, the approval process and participation requirements set out in this Section VII for an amended agreement shall control. Similarly, if this Agreement is adopted by statute, the approval process and participation requirements set out in this Section VII for an amended agreement shall control.

B. Adoption of Agreement. This Agreement is adopted if it is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate "Population Percentages," determined as set forth below, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50%, provided that these Subdivisions also represent 15% or more of the counties, by number.

C. Population Percentage Calculation. Population Percentages shall be determined as follows: The Population Percentage of each county shall be deemed to be equal to (1) (a) 200% of the population of such county minus (b) the aggregate population of all Primary Municipalities located in such county, divided by (2) 200% of the state's population. A Primary Municipality means a municipality with a population of at least 25,000. The Population Percentage of each Primary Municipality shall be equal to its population divided by 200% of the state's population. (The result of these calculations is that every person is counted twice: everyone in a Primary Municipality is counted once for that municipality; everyone is counted at least once for their county; and those not in a Primary Municipality are counted a second time for their county.) Except as required by a specific settlement

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<sup>6</sup> For example, the provisions related to the default "Government Participation Mechanism" in the Purdue bankruptcy plan are not applicable with the adoption of this Agreement (which incorporates the Opioid Abatement Council).

agreement or bankruptcy plan, the population figures for these calculations shall be the 2020 U.S. Census counts for the initial adoption of the Agreement and, for adoption of an amended agreement, the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

D. Amendment of Agreement. This Agreement may be amended if that amended agreement is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate Population Percentages, determined as set forth above, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50% provided that these Subdivisions also represent 15% or more of the counties, by number.

#### **VIII. Effect of Agreement**

Nothing in this Agreement is intended to abridge or enlarge the authority of the Attorney General, the State, or the subdivisions, except as expressly stated herein.

#### **Exhibit A: County Allocation for Opioid Abatement Fund**

Certain abatement funds are allocated by county pursuant to the 2021 Legislation and/or the provisions of this Agreement. The allocations shall be set consistent with the 2021 Legislation and as set forth below.

A. **County Allocation Data**. The following data shall be used in the county allocation calculations:

1. Fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

2. Non-fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

3. Opioid sales as measured by morphine milligram equivalents ("MME"). The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

4. County population. The 2020 U.S. Census counts will be used for the initial allocations. For future allocation calculations, the most recent population estimate or actual count data published by the U.S. Census shall be used.

B. **Weighting of Data**. In calculating the county allocation percentages, the data shall be weighted as follows:

1. Fatal opioid overdose data shall be weighted at 12.5%.
2. Non-fatal opioid overdose data shall be weighted at 12.5%.
3. Opioid sales as measured by MME shall be weighted at 25%.
4. Population shall be weighted at 50%.

C. **Updating of Allocations**. The county allocations shall be updated pursuant to statute. The 2021 Legislation requires updating every four years and addresses what happens if a data set used in the initial allocations is unavailable.

D. **Allocation Process**. The State shall make the initial data and allocable share calculations available to the counties to review for 30 days in order to identify and correct any mathematical or data entry errors. The Opioid Abatement Council will allow for similar review for future reallocations.

E. **Holdback Share**. It is recognized that, particularly for some very small counties, there could be limits on the ability of the data to capture the scope of the opioid crisis in the county. For example, a large segment of a county's population may fill prescriptions in a neighboring county, resulting in MME data that dramatically underrepresents the level of opioids prescribed to the residents of the county. To address limited situations such as this, 2% of the abatement funds allocated to counties shall be initially held back until the Opioid Abatement Council can consider county requests for adjustments to their allocation percentages due to such data issues. However, such requests will only be granted when there is a finding that the data limitations substantially affected the county's overall allocation. The Council may only adjust allocation percentages upwards through the use of the 2% holdback fund and may find that no adjustments are needed. Any portion of the 2% holdback fund not used to adjust county allocations pursuant to this process will be released to the counties pursuant to their allocations, including any adjusted allocation percentages.

F. **Initial County Allocation Percentages**.

[TABLE TO BE INSERTED ONCE UPDATED DATA AVAILABLE]

SECTION IV. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is further authorized and directed to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this resolution.

SECTION V. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the Tennessee Plan 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, and to take such other action as necessary and appropriate to effectuate city's participation in the Tennessee Plan and these settlements.

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

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

ADOPTED this the 7<sup>th</sup> 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

### **Approve a Release of All Claims for Progressive Insurance Company and Its Insured Jonathan Waterman for Payment for Damages to Church Circle Due to Vehicle Crash on February 11, 2021**

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

Action Form No.: AF-341-2021  
Work Session: December 6, 2021  
First Reading: N/A

Final Adoption: December 7, 2021  
Staff Work By: Bart Rowlett  
Presentation By: C. McCartt/B. Rowlett

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

On February 11, 2021, Jonathan Waterman was operating a motor vehicle insured by Progressive Insurance Company. While travelling east on W Sullivan Street, he became distracted and drove into the brick surrounding the tree at Church Circle. The total cost of repair was \$45,958.00.

The maximum limit of liability available under Mr. Waterman's policy with Progressive Insurance Company is \$40,000.00. The city is being asked to accept \$40,000.00, to settle and close the claim.

#### **Attachments:**

1. Resolution

Funding source appropriate and funds are available: */m*

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 APPROVING A FULL RELEASE OF ALL PROPERTY DAMAGE CLAIMS FROM PROGRESSIVE INSURANCE COMPANY FOR PROPERTY DAMAGE TO A 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

WHEREAS, on February 11, 2021, Jonathan Waterman was operating a motor vehicle insured by Progressive Insurance Company, and while travelling east on West Sullivan Street, he became distracted and drove into the brick surrounding the tree at Church Circle; and

WHEREAS, the insurance policy held by Jonathan Waterman on that date was through Progressive Insurance Company; and

WHEREAS, the maximum limit of liability under Mr. Waterman's policy with Progressive Insurance Company is \$40,000.00; and

WHEREAS, the city is being asked to accept \$40,000.00, to release Progressive Insurance and Jonathan Waterman and thereby settle and close the claim.

Now therefore,

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

SECTION I. That the Full Release of All Property Damage Claims in the amount of \$40,000, from Progressive Insurance Company for damage to the brick surrounding the tree at Church Circle which occurred on February 11, 2021, 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 the Full Release of All Property Damage Claims in the amount of \$40,000, with Progressive Insurance Company for damage to the brick surrounding the tree at Church Circle which occurred on February 11, 2021, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said Release being as follows:

**FULL RELEASE OF ALL PROPERTY DAMAGE CLAIMS**

Claim number: 21-3860133

**IT IS UNDERSTOOD AND AGREED**, that I (We), **The City of Kingsport** for and in consideration of the sum of **Forty Thousand Dollars (\$40,000.00)** the receipt and sufficiency of which is hereby acknowledged, does (do) hereby for myself (ourselves), and for my (our) heirs, executors, administrators, successors and assigns and any and all other persons, firms, employers, corporations, associations, or partnerships release, acquit and forever discharge **Jonathan Waterman** of any and all claims, actions, causes of actions, demands, rights, damages and costs, that pertain to property damage known and unknown, including rental, resulting from an automobile accident which occurred on or about February 11, 2021 at or near Church Circle Kingsport, TN.

It is understood and agreed this settlement is in full compromise of a disputed claim as to both questions of liability and as to the nature and extent of the property damage, and that neither this

release, nor the payment pursuant thereto, shall be construed as an admission of liability, such being denied.

It is further understood and agreed that the undersigned relies wholly upon the undersigned's judgment, belief, and knowledge of the nature, extent, effect, and duration of said property damages and liability, and therefore this release is made without reliance upon any statement or representation of the party or parties hereby released or their representatives.

The undersigned expressly agrees to indemnify the above released parties and save them harmless from any and all further liability, loss, damage, claims of subrogation and expense arising because of any property damage, and, if necessary in order to save them so harmless, to satisfy on their behalf any judgment against them arising in any way out of the aforesaid accident.

[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 release set out herein that do not substantially alter the material provisions of the release, 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 7th 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 Approving an Amendment to the Redevelopment Plan for Kingsport by Establishing the Lynn Garden Redevelopment District

To: Board of Mayor and Aldermen  
From: Chris McCartt, City Manager *C.M.*

Action Form No.: AF-322-2021  
Work Session: December 6, 2021  
First Reading: N/A

Final Adoption: December 7, 2021  
Staff Work By: Jessica Harmon  
Presentation By: C. McCartt/J. Harmon

#### Recommendation:

Approve the Resolution

#### Executive Summary:

The City of Kingsport, along with Kingsport Housing and Redevelopment Authority, have previously designated Redevelopment Districts in blighted areas where redevelopment has been determined to be most appropriate. There are currently six (6) Redevelopment Districts within the City of Kingsport and significant redevelopment efforts have occurred in most of these. A public hearing was held by KHRA at the Lynn View Community Center on November 3, 2021 to hear comments pertaining to the establishment of the district. Approximately 25 citizens were in attendance. No opposition was heard at the public hearing.

The Lynn Garden Drive area of the City serves as a primary gateway for several individuals coming into the City with an annual average daily traffic count of approximately 18,000 trips per day. The proposed district boundary consists of primarily commercial property located along the frontages of Lynn Garden Drive, with some owner occupied and rental residential as well. The boundary contains approximately 118 acres that is divided into 102 tax parcels appraised for property tax purposes at approximately \$24,781,000.00. Thirty-nine (39) of those tax parcels have been cited for code enforcement violations over the past year, with the majority of violations being trash and junk on the property. Approximately 60% of the residential portion of the district is non-owner occupied housing.

Appraisal value has declined by approximately 20% between the last appraisal year (2017) and the current appraisal year (2021). That 20% has resulted in a \$5,000,000.00 loss in value. While land value within the proposed district boundary has remained relatively stable, the improvement value is where this decline has been realized. This is a good indication that redevelopment is appropriate for an area and as a result, a more concentrated approach to redevelopment is necessary for the purposes of removing, preventing, and reducing blight, blighting factors and the causes of blight in the District.

#### Attachments:

1. Resolution
2. KHRA Minutes
3. Map

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	—	—	—

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

A RESOLUTION APPROVING AN AMENDMENT TO THE CITY  
OF KINGSPORT REDEVELOPMENT PLAN CREATING THE  
LYNN GARDEN REDEVELOPMENT DISTRICT

WHEREAS, the Kingsport Board of Mayor and Aldermen has previously approved the Redevelopment Plan for Identified Districts and Study Areas for the City of Kingsport, Tennessee (the "Redevelopment Plan") which currently includes six (6) Redevelopment Districts; and

WHEREAS, the Kingsport Board of Mayor and Aldermen finds it is in the best interest of the City of Kingsport and Sullivan County, Tennessee to establish the Lynn Garden Redevelopment District, as an additional Redevelopment District under the Redevelopment Plan; and

WHEREAS, the Kingsport Housing and Redevelopment Authority conducted a public hearing on November 3, 2021 as required under T.C.A. § 13-20-201, *et seq* seeking public input on the adoption of a redevelopment plan for the proposed Lynn Garden Redevelopment District; and

WHEREAS, based upon input from the public hearing and other public solicitation methods and its own investigation, the Kingsport Board of Mayor and Aldermen determine that the proposed Lynn Garden Redevelopment District is a blighted area as defined by T.C.A. § 13-20-201 in need of redevelopment for the reasons set forth in the plan document, and

Now therefore,

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

SECTION I. That the Board of Mayor and Aldermen adopts an Amendment to the Redevelopment Plan, a copy of which is attached hereto and incorporated herein as follows, which adopts the Lynn Garden Redevelopment District as an additional Redevelopment District under the Redevelopment Plan:

**REDEVELOPMENT PLAN FOR  
LYNN GARDEN REDEVELOPMENT DISTRICT**

**1-INTRODUCTION AND PLAN PURPOSE**

The City of Kingsport Tennessee has focused on economic development, and redevelopment in particular, to improve the overall economy and quality of life for City residents. In order to promote redevelopment, the KHRA and the City has previously designated Redevelopment Districts in blighted areas where redevelopment was determined to be most appropriate to provide incentives to encourage redevelopment activities. Within these designated Redevelopment Districts, in order to aid a specific redevelopment project, a project plan would be considered and if appropriate, recommended by Kingsport Housing & Redevelopment Authority ("KHRA") to the City of Kingsport and Sullivan County for tax increment financing assistance following the procedures set forth in Tennessee Code Annotated 13-20-201 *et seq*. There are currently six (6) areas identified as Redevelopment Districts in the City of Kingsport. Significant redevelopment has occurred in most of these districts.

This Plan Amendment is being proposed to continue this proactive policy by concentrating on the area known as the Lynn Garden Redevelopment District. This area contains approximately 118 acres, including the necessary right-of-way for the streets included in the district. The acreage is divided into 102 tax parcels of property appraised for property tax purposes at approximately

\$24,781,000. The area of the proposed Lynn Garden Redevelopment District is shown on the map attached hereto as Exhibit 1-A-1.

#### **REDEVELOPMENT PLAN DESCRIPTION**

The commercial areas of the District are primarily located along or near Lynn Garden Drive and is generally characterized by single ownership and single structures occupying one or more parcels. The remainder of the District is primarily residential in nature and includes single family and multifamily housing. The Redevelopment District includes both standard and sub-standard properties for consideration. However, many of the structures are economically obsolete and physically deteriorated. The City Building Department has identified several structures that have deteriorated to the extent that major repairs may be impractical. The District also contains a high rate of vacant buildings; the overall state of repair of these buildings creates a condition that could be dangerous to the persons and property within the District and projects a negative image of the City.

Approximately 39 of the 102 parcels included within the District have been subject to Code Enforcement Violations and Citations by the City of Kingsport Code Enforcement. The majority of those violations deal the residential portion of the district and include violations such as trash and junk on the property. Approximately 60% of the district is non-owner occupied housing. Dilapidated housing coupled with code enforcement violations have led to a decrease in property value. Property appraisal value has declined by approximately 20% between the last appraisal of 2017 and the current appraisal year 2021. That 20% results in a \$5,000,000 loss in value. While land value in the District has remained relatively stable, the improvement value is where the decline has been realized. This decline is a further evidence of the economic downtown and blighting factors in the District.

Over the past two decades, the District has seen the closing of numerous businesses, a low rate of development activity, and a continued decline in overall condition. As a result, a more aggressive approach to redevelopment is necessary for the purposes of removing, preventing and reducing blight, blighting factors and the causes of blight in the District.

The redevelopment project contemplated by this Plan is the redevelopment and economic revitalization of the District as a whole through the use of statutory redevelopment tools which will provide the stimulus needed to attract both public and private capital investment in the District ("Redevelopment Project"). The Redevelopment Project contemplated herein will consist of numerous developments within the District which, collectively with other private development stimulated by this Plan, is designed to achieve the goals of this Plan.

#### **DISTRICT STUDY HISTORY AND PROJECT AREA BOUNDARY DESCRIPTION**

As stated above, the Redevelopment Plan includes the Lynn Garden Redevelopment Study Area as defined in the attached maps. This area serves as one of the primary gateways into the City of Kingsport and over time has fallen into a state of disrepair in several areas. There are also multiple parcels of property that remain vacant and could be redeveloped and repurposed to enhance economic prosperity for the City.

The Redevelopment Plan would allow consolidation of multiple parcels of land if required. The Plan would provide and promote the creation of larger high quality residential and commercial developments. The existing underutilized land, and marginal controlled vehicular access and topographic conditions along Lynn Garden Drive could be eliminated by implementation of a Redevelopment Plan. Redevelopment of this area would also provide the opportunity to introduce aesthetic improvements that would serve as a catalyst for adjoining property along this gateway into the community.

Based on the foregoing circumstances and conditions, the Board of Commissioners of KHRA and the Board of Mayor and Aldermen of the City of Kingsport shall determine that the Area is blighted as defined by TCA 13-20-201 (a). It is recommended that when appropriate the District be redeveloped, rehabilitated and/or renovated in order to correct such blighted, deteriorated and dilapidated conditions.

#### **PLAN OBJECTIVES**

The primary objectives of this redevelopment plan include:

Encourage the development and redevelopment of the District properties and reflect the significant commercial and service uses of the District with commercial, office, professional service, and residential uses.

To provide an enhanced environment for economic growth and development

To eliminate blight and blighting or deleterious influences in the area

To reduce code enforcement violations in the area

To foster a sense of community pride in the area



## **ZONING AND LAND USE**

The Lynn Garden District represents an area that is currently primarily utilized for neighborhood commercial stores, restaurants, lodging, and a mix of single family and multi-family residential uses. The residential property that exists within the boundary is dominated by non-owner dwellers. Multiple sites in the District have remained vacant over a long period of time. Many parcels within the study are currently underutilized and could be considered obsolete. Many of the parcels have aged and have declined in usage, a redevelopment plan would allow parcels within the study area to be developed into feasible, fully-utilized parcels. Many of the properties along Lynn Garden Drive have limited parking and access due to the proximity to Lynn Garden Drive. The obsolescence of the layout and improvements is evidenced by the properties' low utilization rates. Multiple parcels also contain dilapidated improvements. The ultimate redevelopment of this site should maintain the current mixed-use commercial, office and residential use of the property. Substantial investments in public and private projects should be preserved by the continued zoning for general commercial development.

The redevelopment of the Area shall comply with the Zoning Ordinances, other rules, laws, ordinances, codes and regulations of the City, including building codes and other ordinances shall apply. Further, the Authority shall review the Plan and any redevelopment plans within the Study Area with appropriate City agencies and officials to ensure that the Plan and the proposed redevelopment activities conform with local objectives relating to appropriate land uses, improved traffic flow, public transportation, public utilities, recreation and community facilities and other public improvements and needs. For a more complete description of the requirements and restrictions of the Zoning Ordinances of the City, reference should be made to the Ordinances themselves.

The City and the Authority will cooperate in the planning and construction of improvements to the streets, roadways, sidewalks, curbs and gutters, parking systems, lighting, landscaping and traffic signalization and control.

The Lynn Garden Redevelopment Study Area is shown on the maps included in this document. Other pertinent data includes the ownership of properties, the acreage, location and appraised value are available upon request at the KHRA office.

KHRA recommends that the project properties be redeveloped, rehabilitated and/or renovated in order to correct such blighted, deteriorated and dilapidated conditions, and where appropriate, incorporated into a redevelopment project. The redevelopment of this study area should result in expanded commercial, office, retail, cultural, and residential uses. The renovation of this area will enhance the continual improvement and encourage continued investment throughout the study area.

## **FINDINGS AND RECOMMENDATIONS**

Specifically, the Board of Commissioners of the KHRA finds that the Lynn Garden Redevelopment District should be identified as a redevelopment district based on the following factors and conditions:

1. Obsolete buildings, layouts and other improvements.
2. Long term vacancy and underutilization of sites and buildings.
3. Deleterious land use and excess land coverage.
4. Dilapidated improvements.
5. Other factors detrimental to the welfare of the community.

Based on the these factors and conditions and the condition of the District as a whole, the Board of Commissioners of the Kingsport Housing & Redevelopment Authority ("KHRA"), finds that the District is blighted as defined by Tenn. Code Ann. § 13-20-201 and should be redeveloped, rehabilitated, and renovated in order to correct such blighted, deteriorated, and dilapidated conditions. The KHRA recommends that the Board of Mayor & Alderman of the City of Kingsport ("BMA") and the Sullivan County Commission ("County Commission") adopt this finding and pledge their support of redevelopment activities within the District and offer their assistance in a public/private partnership as provided by the Plan.

## **REDEVELOPMENT PROCESS**

The overall purpose of this redevelopment plan is to identify the project area and properties with a potential for renovation or redevelopment while expanding the usable properties within the designated Redevelopment District that may qualify for redevelopment incentives. This identification of additional properties will offer the opportunity of private planning and investment with the potential of assistance for qualifying and approved redevelopment projects.

If a property owner, or potential owner, wishes to renovate or purchase and renovate an existing property and request financial assistance or other incentives to realize the project, the developer would contact staff to discuss the project who will consult with the City and staff. Should a project be deemed appropriate for consideration, a predevelopment plan for the specific property will be developed to include expected use of the property, expected investment and return on investments, site plan and or architectural drawings, and requested assistance either through an application of Tax Increment Financing or other incentives. The plan will include an evaluation of the planned redevelopment and requested, as well as the impact to the community, including financial benefit. As set forth in TCA 13-20-201 et seq., after notification of property owner(s), notice of public hearing has been completed and a public hearing held, if approved and recommended by the KHRA, the any redevelopment project requesting the use of tax increment financing will be forwarded to the City of Kingsport Board of Mayor and Aldermen and the Sullivan County Commission for consideration of the requested Tax Increment Financing or other incentives.

#### **RELOCATION OF RESIDENCE AND BUSINESSES**

It is not anticipated that any project developed thought the provisions of this plan will result in the relocation of any residential dwellings or businesses. Should the temporary relocation of persons living in this area be required, all relocations would be in conformance with the Relocation Policy of KHRA which is available for review at the office of KHRA.

#### **LAND ACQUISITION AND DISPOSITION PLAN**

It is not anticipated that any properties will be acquired by either the KHRA or the City of Kingsport except for those properties already acquired and in public ownership.

#### **INTERPRETATION**

This amendment is intended to comply with and should be construed to be consistent with the provisions of Title 13 Chapter 20 Part 2 of the Tennessee Code and Title 9 Chapter 23 of the Tennessee code ("The Uniformity Tax Increment Financing Act of 2012").

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 7<sup>th</sup> 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:

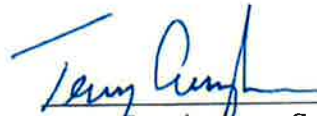
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J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**CERTIFICATE OF RECORDING OFFICER**

I, Terry Cunningham the duly appointed, qualified, and Secretary of Kingsport Housing & Redevelopment Authority, do hereby certify that the attached extract from the minutes of the Special Called meeting of the Board of Directors, held on November 8, 2021 is a true and correct copy of the original minutes of such meeting on file and of record insofar as they relate to the matters set forth in the attached extract, and I do further certify that each Resolution appearing in such extract is a true and correct copy of a Resolution adopted at such meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the Kingsport Housing & Redevelopment Authority this 16<sup>th</sup> Day of November, 2021.



Terry Cunningham, Secretary

(SEAL)

**EXTRACT FROM MINUTES OF MEETING**

Extract from the minutes of a special called meeting of the Board of Commissioners of the Kingsport Housing & Redevelopment Authority held on the 8<sup>th</sup> day of November, 2021.

The Board of Commissioners of the Kingsport Housing & Redevelopment Authority met in the Special Called meeting at the Kingsport Housing & Redevelopment Authority Administration Building in the City of Kingsport, Tennessee at the place, hour and date duly established for the holding of such meeting.

The Vice Chair called the meeting to order and on roll call the following answered present:

Vice Chair, Seth Jervis  
Commissioner, David A. "Tony" Jennings  
Commissioner, Linda Calvert  
Commissioner, Esther Rodolphe

**Resolution 2021-58**

.....  
**RESOLUTION OF THE KINGSFORT HOUSING & REDEVELOPMENT  
AUTHORITY APPROVING THE LYNN GARDEN REDEVELOPMENT DISTRICT**

Motion: Commissioner Jennings moved (seconded by Calvert) to approve the adoption of a Redevelopment Plan for the Lynn Garden Redevelopment District. Full resolution is attached as Exhibit One. Motion carried – unanimous.

**RESOLUTION OF THE KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY**  
**FOR ADOPTION OF A REDEVELOPMENT PLAN FOR THE**  
**LYNN GARDEN REDEVELOPMENT DISTRICT**

WHEREAS, Kingsport Housing & Redevelopment Authority ("KHRA") pursuant to the provisions of Title 13, Chapter 20, Tennessee Code Annotated, as supplemented and amended, has the power and authority to administer redevelopment programs located within its statutory boundaries; and

WHEREAS, KHRA has prepared a document entitled "Redevelopment Plan for Identified Districts & Study Areas" in conformance with Title 13, Chapter 20, Part 2, Tennessee Code Annotated, as supplemented and amended which has been previously adopted by the City of Kingsport, Tennessee and KHRA; and

WHEREAS, as previously authorized by the City of Kingsport, KHRA conducted a public hearing on November 3, 2021, to determine the necessity for the adoption of a Redevelopment Plan for the Lynn Garden Redevelopment District on behalf of the City of Kingsport, Tennessee; and

WHEREAS, the comments and findings of said public hearing for the Lynn Garden Redevelopment District have been presented to the KHRA and its commissioners; and

WHEREAS, KHRA based on the information set forth in the redevelopment plan presented at the public hearing and presented at the meeting of the KHRA Board of Commissioners has determined that the Lynn Garden Redevelopment District is a blighted area as defined by T.C.A. § 13-20-201 in need of redevelopment and KHRA hereby adopts and affirms the factual findings contained in the redevelopment plan;

WHEREAS, KHRA finds that the use of the redevelopment tools provided to redevelopment districts by T.C.A. § 13-20-201 et seq. will provide substantial assistance in the redevelopment of the Lynn Garden Redevelopment District;

NOW, THEREFORE, be it resolved as follows:

1. KHRA hereby adopts the factual findings contained in the Redevelopment Plan for the Lynn Garden Redevelopment District;
2. KHRA hereby adopts the Redevelopment Plan for the Lynn Garden Redevelopment District on behalf of the City of Kingsport, a copy of the Plan being attached hereto as Exhibit A and recommends the Plan be approved by the City of Kingsport;
3. That the KHRA staff is directed to forward to the City of Kingsport a summary of the comments on the Redevelopment Plan received at the public hearing and via other public solicitation methods; and

4. That the Executive Director is authorized to execute all documents as may be necessary to implement this Resolution.



# Proposed Lynn Garden Redevelopment District







## AGENDA ACTION FORM

### Consideration of a Resolution Approving an Amendment to the Redevelopment Plan for Kingsport by Amending the Downtown Redevelopment District Boundary

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

Action Form No.: AF-323-2021  
Work Session: December 6, 2021  
First Reading: N/A

Final Adoption: December 7, 2021  
Staff Work By: Jessica Harmon  
Presentation By: C. McCartt/J. Harmon

#### Recommendation:

Approve the Resolution

#### Executive Summary:

On May 17, 2005, the Board of Mayor and Aldermen adopted an amendment to the city's Redevelopment Plan which created the Downtown Kingsport Redevelopment District. In 2008, that boundary was amended to add additional property to the Downtown District. Based upon the following, Kingsport Housing and Redevelopment Authority recommends the board again amend the plan to further expand the boundary and to support the plan.

The areas being proposed to be added to the Downtown District through this amendment are the property commonly known as Cement Hill and the former General Shale Property now known as the Brickyard Property. The subject areas are approximately 150 acres in total size and once contained some heavy industrial uses that have now left the property in an abandoned and dilapidated state. Parts of the subject property are subject to restrictions on disturbing the land due to its former industrial nature. Large portions of the site consist of significant sections of concrete and asphalt that will need to be removed prior to any redevelopment.

A more concentrated approach to redevelopment is necessary for the purposes of removing, preventing, and reducing blight, blighting factors and the causes of blight in the expansion area. The Kingsport Housing and Redevelopment Authority conducted a public hearing for this amendment on November 3, 2021 with no opposition being heard.

#### Attachments:

1. Resolution
2. KHRA Minutes
3. Map

Funding source appropriate and funds are available: *jm*

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

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

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

A RESOLUTION APPROVING AN AMENDMENT TO THE  
DOWNTOWN REDEVELOPMENT DISTRICT BOUNDARY

WHEREAS, the Kingsport Board of Mayor and Aldermen has previously approved the Redevelopment Plan for Identified Districts and Study Areas for the City of Kingsport, Tennessee (the "Redevelopment Plan") which currently includes six (6) Redevelopment Districts; and

WHEREAS, on May 17, 2005, pursuant to Resolution No. 2005-125, the Board of Mayor and Aldermen of the City of Kingsport adopted an amendment to the City of Kingsport's Redevelopment Plan for Core Urban Areas which created a redevelopment district for the downtown area of the City of Kingsport; and

WHEREAS, on December 2, 2008, pursuant to Resolution No. 2009-135, the Board of Mayor and Aldermen of the City of Kingsport adopted an amendment to the Downtown Kingsport Redevelopment Plan titled the First Amended and Restated Redevelopment Plan for the Downtown Kingsport Redevelopment District; and

WHEREAS, the Kingsport Board of Mayor and Aldermen finds it is in the best interest of the City of Kingsport and Sullivan County, Tennessee to enlarge the boundary of the Downtown Kingsport Redevelopment District as set forth in the current Downtown Kingsport Plan through the adoption of an amendment to the existing Downtown Kingsport Plan; and

WHEREAS, the Kingsport Housing and Redevelopment Authority conducted a public hearing was held on November 3, 2021 as required under T.C.A. 13-20-201, *et seq.* seeking public input on the proposed amendment of the Redevelopment Plan to the Downtown Kingsport Redevelopment Plan; and

WHEREAS, based upon input from the public hearing and other public solicitation methods and its own investigation, the Kingsport Board of Mayor and Aldermen determine that the proposed amended boundary for the Downtown Redevelopment District represents a blighted area as defined by T.C.A. 13-20-201 in need of redevelopment for the reasons set forth in the plan document, and

Now therefore,

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

SECTION I. That the Board of Mayor and Aldermen adopts an Amendment to the Redevelopment Plan, a copy of which is attached hereto and incorporated herein as follows, which amends the Downtown Redevelopment District in the Redevelopment Plan:

**FIRST AMENDMENT TO THE FIRST AMENDED AND RESTATED REDEVELOPMENT  
PLAN FOR THE DOWNTOWN KINGSFORT REDEVELOPMENT DISTRICT**

On May 17, 2005, pursuant to Resolution No. 2005-125, the Board of Mayor and Alderman of the City of Kingsport adopted an amendment to the City of Kingsport's Redevelopment Plan for Core Urban Areas which created a redevelopment district for the downtown area of the City of Kingsport ("the Downtown Kingsport Amendment"). On December 2, 2008, pursuant to Resolution No. 2009-135, the Board of Mayor and Alderman of the City of Kingsport adopted an amendment to Downtown Kingsport Redevelopment Plan titled the First Amended and Restated Redevelopment Plan for the Downtown Kingsport Redevelopment ("the Downtown Kingsport Plan").

The KHRA Board of Commissioners believes it is in the best interest of the City of Kingsport to enlarge the boundary of the Downtown Kingsport Redevelopment District as set forth in the current Downtown Kingsport Plan through the adoption of an amendment to the existing Downtown Kingsport Plan. The areas of the City of Kingsport being added to the Redevelopment District are commonly known as Cement Hill and Brickyard Park and are shown in yellow and orange respectively on Exhibit 2-B-1 attached hereto (the "Expansion Area").

The Cement Hill section of the Expansion Area consists of approximately 38 acres of vacant land which was previously industrially developed land used for the Penn-Dixie Cement Plant. This property currently is subject to restrictions on disturbing portions of the land due to its industrial nature with cement kiln dust being buried. As a result, this property has been vacant for decades and is in need of redevelopment.

The Brickyard Park section of the Expansion Area consists of approximately 109 acres which was previously used for various industrial purposes including the production of bricks. However, this property has remained vacant and underutilized since the plant closed in 2008. Approximately 57 acres of this property is currently subject to a Brownfield Voluntary Agreement with the Tennessee Department of Environment and Conservation and is further subject to Land Use Restrictions of record in Deed Book 3465 Page 493 of the Register of Deeds of Sullivan County, Tennessee which place limits on the types of and manner of development of the property. This property also contains significant sections of deteriorated concrete and asphalt which will need to be removed prior to any redevelopment. A portion of this property has been redeveloped by the City of Kingsport as a park but the remaining portion remains vacant and in need of redevelopment.

Based on the foregoing facts and circumstances and the condition of the Expansion Area as a whole, the Board of Commissioners of KHRA finds that the Expansion Area is blighted as defined by Tenn. Code Ann. § 13-20-201 and should be redeveloped, rehabilitated, and renovated in order to correct such blighted, deteriorated, and dilapidated conditions. The KHRA recommends that the Board of Mayor & Alderman of the City of Kingsport adopt this finding and pledge their support of redevelopment activities within the District and offer their assistance in a public/private partnership as provided by the Plan.

The Downtown Kingsport Amendment is hereby amended by deleting the existing Exhibit A of the Downtown Kingsport Plan and replacing it in its entirety with the Exhibit 2-B-1 attached hereto.

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 7<sup>th</sup> day of December, 2021.

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PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

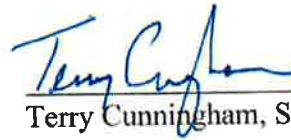
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

CERTIFICATE OF RECORDING OFFICER

I, Terry Cunningham the duly appointed, qualified, and Secretary of Kingsport Housing & Redevelopment Authority, do hereby certify that the attached extract from the minutes of the Special Called meeting of the Board of Directors, held on November 8, 2021 is a true and correct copy of the original minutes of such meeting on file and of record insofar as they relate to the matters set forth in the attached extract, and I do further certify that each Resolution appearing in such extract is a true and correct copy of a Resolution adopted at such meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the Kingsport Housing & Redevelopment Authority this 16<sup>th</sup> Day of November, 2021.

A handwritten signature in blue ink, appearing to read "Terry Cunningham", is written over a horizontal line.

Terry Cunningham, Secretary

(SEAL)



**EXTRACT FROM MINUTES OF MEETING**

Extract from the minutes of a special called meeting of the Board of Commissioners of the Kingsport Housing & Redevelopment Authority held on the 8<sup>th</sup> day of November, 2021.

The Board of Commissioners of the Kingsport Housing & Redevelopment Authority met in the Special Called meeting at the Kingsport Housing & Redevelopment Authority Administration Building in the City of Kingsport, Tennessee at the place, hour and date duly established for the holding of such meeting.

The Vice Chair called the meeting to order and on roll call the following answered present:

Vice Chair, Seth Jervis  
Commissioner, David A. "Tony" Jennings  
Commissioner, Linda Calvert  
Commissioner, Esther Rodolphe

**Resolution 2021-59**

.....  
**RESOLUTION OF THE KINGSFORT HOUSING & REDEVELOPMENT  
AUTHORITY APPROVING THE DOWNTOWN KINGSFORT REDEVELOPMENT DISTRICT**

Motion: Commissioner Calvert moved (seconded by Rodolphe) to approve the adoption of an amendment to the Redevelopment Plan expanding the boundaries of the Downtown Kingsport Redevelopment District. Full resolution is attached as Exhibit Two. Motion carried – unanimous.

**RESOLUTION OF THE KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY**  
**FOR ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN**  
**EXPANDING THE BOUNDARIES OF THE DOWNTOWN KINGSPORT**  
**REDEVELOPMENT DISTRICT**

WHEREAS, Kingsport Housing & Redevelopment Authority ("KHRA") pursuant to the provisions of Title 13, Chapter 20, Tennessee Code Annotated, as supplemented and amended, has the power and authority to administer redevelopment programs located within its statutory boundaries; and

WHEREAS, KHRA has prepared a document entitled "Redevelopment Plan for Identified Districts & Study Areas" in conformance with Title 13, Chapter 20, Part 2, Tennessee Code Annotated, as supplemented and amended which has been previously adopted by the City of Kingsport, Tennessee and KHRA; and

WHEREAS, on May 17, 2005, pursuant to Resolution No. 2005-125, the Board of Mayor and Alderman of the City of Kingsport adopted an amendment to the City of Kingsport's Redevelopment Plan for Core Urban Areas which created a redevelopment district for the downtown area of the City of Kingsport; and

WHEREAS, on December 2, 2008, pursuant to Resolution No. 2009-135, the Board of Mayor and Alderman of the City of Kingsport adopted an amendment to Downtown Kingsport Redevelopment Plan titled the First Amended and Restated Redevelopment Plan for the Downtown Kingsport Redevelopment District a copy of which is attached hereto as Exhibit A ("the Downtown Kingsport Plan"); and

WHEREAS, the KHRA Board of Commissioners believes it is in the best interest of the City of Kingsport to enlarge the boundary of the Downtown Kingsport Redevelopment District as set forth in the current Downtown Kingsport Plan through the adoption of an amendment to the existing Downtown Kingsport Plan, a copy of the Plan Amendment being attached hereto as Exhibit B (the Plan Amendment"); and

WHEREAS, a public hearing was held on November 3, 2021, as required under T.C.A. § 13-20-201, et. seq. seeking public input on the proposed amendment of the Redevelopment Plan to the Downtown Kingsport Redevelopment District; and

WHEREAS, based upon input from the public hearing and other public solicitation methods and its own investigation, KHRA has determined that the area to be included in the expansion of the Downtown Kingsport Redevelopment District is a blighted area as defined by T.C.A. § 13-20-201 in need of redevelopment.

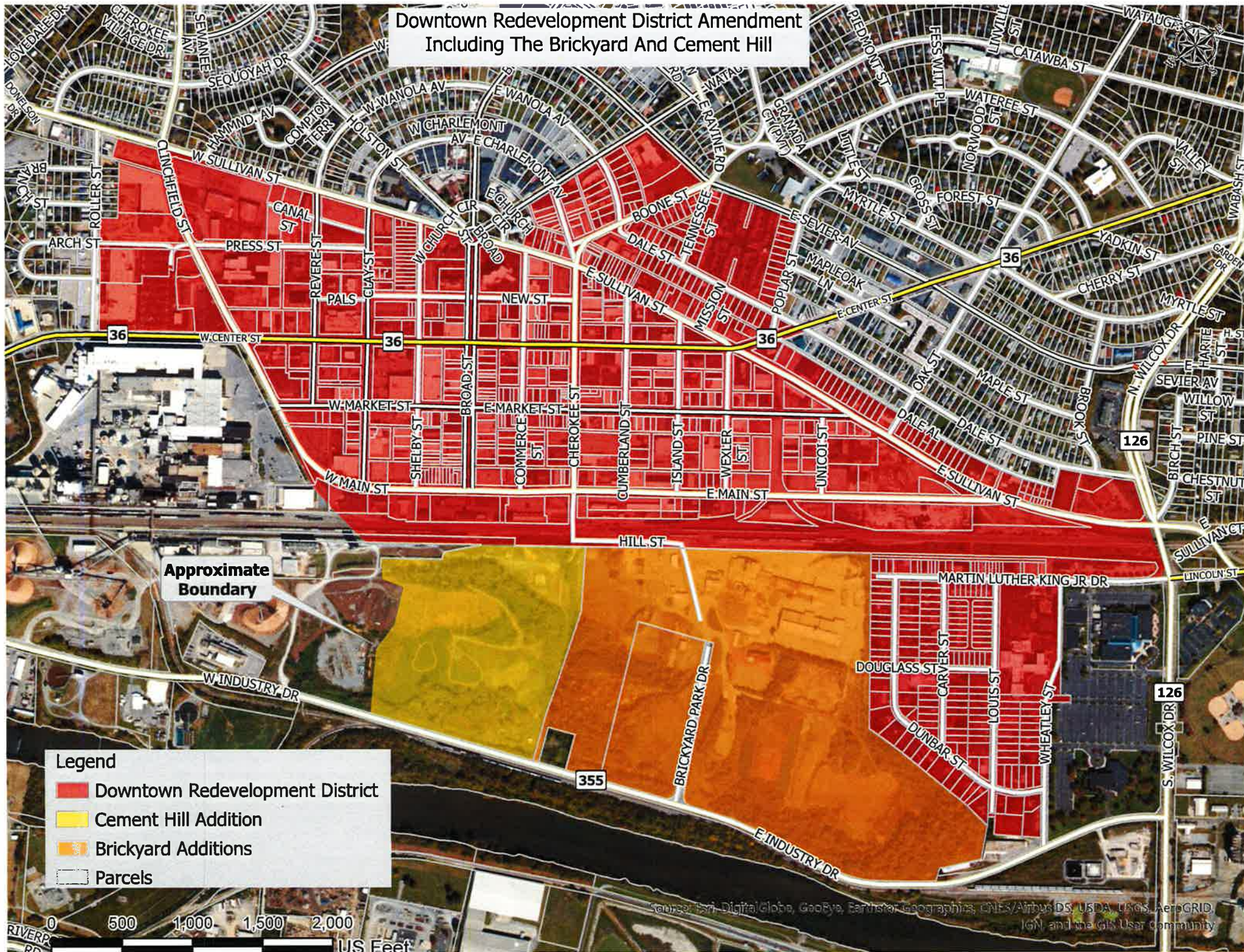
NOW, THEREFORE, be it resolved as follows:

1. KHRA hereby adopts the Plan Amendment and recommends the Plan Amendment be approved by the City of Kingsport;

2. KHRA hereby adopts the factual findings contained in the Plan Amendment for the Downtown Kingsport Redevelopment District;
3. That the KHRA staff is directed to forward to the City of Kingsport a summary of the comments on the Plan Amendment received at the public hearing and via other public solicitation methods; and
4. That the Executive Director is authorized to execute all documents as may be necessary to implement this Resolution.



# Downtown Redevelopment District Amendment Including The Brickyard And Cement Hill







## AGENDA ACTION FORM

### Approving the Renewal of a Policy for Stop Loss Insurance Coverage with Voya Reliastar Life Insurance Company

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

Action Form No.: AF-338-2021  
Work Session: December 6, 2021  
First Reading: N/A

Final Adoption: December 7, 2021  
Staff Work By: Michael Wessely  
Presentation By: M. Borders

#### Recommendation:

Approve the Resolution

#### Executive Summary:

Currently, the city has a stop loss insurance policy for its self-funded health insurance issued by Voya's ReliaStar Life Insurance Company. The current policy will expire December 31, 2021.

Voya's ReliaStar has submitted three options for renewal with zero laser claims. The difference between the three options is the amount of the individual deductible. Option one would keep the individual deductible at \$150,000.00, option two would increase this deductible to \$160,000.00 and option three would increase this deductible to \$170,000.00. Increasing the individual deductible exposes the city to additional claim liability.

A review of claims over the past five years shows the city had eighteen claims that exceeded \$150,000.00 which is an average of 3.6 claims a year, and twenty claims that exceeded the individual deductible which is an average of 4 claims per year (individual deductible increased from \$135,000.00 to \$150,000.00 in 2020). Claims for 2021 indicate a potential for three claims to exceed the individual deductible. In addition, staff has identified a current claim that is believed to exceed the individual deductible in 2022. A comparison of the three 3 options based on an average of 4 claims per year indicates a wash essentially between options 1 and 2.

Staff recommends option one for the 2022 benefit year.

The estimated monthly premium for option one is \$48,836.30 and annually totals \$586,035.60. This is an estimated 9.89% increase over the current premium.

Funding is available in account 625-1604-413.5015.

#### Attachments:

1. Resolution
2. Mark III Stop Loss Vendor Comparison Spreadsheet
3. Stop Loss Comparison Based on Number of Claims Spreadsheet

Funding source appropriate and funds are available: *CM*

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

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*

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

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

WHEREAS, in 2020, the city entered into an agreement for stop loss excess risk insurance for its self-funded health insurance plan with Voya's ReliaStar Life Insurance Company; and

WHEREAS, the policy covered the period from January 1, 2021 through December 31, 2021 with an option to renew with no new individual adjusted deductibles; and

WHEREAS, the city's benefits coordinator, Mark III, obtained three options from Voya ReliaStar Life Insurance Company for renewal of the city's stop loss excess risk insurance, and based upon current data, claims, and the options provided the board finds it is in the best interest and advantage to the city to retain stop loss excess risk insurance with the same individual deductible of \$150,000.00 as established in the 2021 benefit year renewal.

Now therefore,

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

SECTION I. That the board approves and authorizes the renewal of the city's stop loss excess risk insurance with Voya's ReliaStar Life Insurance Company.

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 contract for the renewal of the stop loss insurance coverage for the city's self-funded health insurance plan effective January 1, 2022, through December 31, 2022, and all other documents necessary and proper to effectuate the purpose of 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 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 7th 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

# City of Kingsport

## Aggregate Stop Loss 2021

	Voya Current	Voya Renewal Option 1	Voya Option 2	Voya Option 3
Contract	24/12	24/12	24/12	24/12
Individual Deductible	\$150,000	\$150,000	\$160,000	\$170,000
Aggregate Adjustment Corridor	125%	125%	125%	125%
Maximum Annual Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Covered Members	670	670	670	670
Composite Rate	\$2.67	\$2.62	\$3.87	\$3.00
Monthly Premium	\$1,788.90	\$1,755.40	\$2,592.90	\$2,010.00
Annual Premium	\$21,466.80	\$21,064.80	\$31,114.80	\$24,120.00
Difference Monthly		-\$33.50	\$804.00	\$221.10
Difference Annually		-\$402.00	\$9,648.00	\$2,653.20
Percent Change		-1.87%	44.94%	12.36%

## Specific Stop Loss - 2021

	Voya Current	Voya Renewal Option 1	Voya Option 2	Voya Option 3
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Contract	24/12	24/12	24/12	24/12
Specific Deductible	\$150,000	\$150,000	\$160,000	\$170,000
Aggregating Specific	\$175,000	\$175,000	\$175,000	\$175,000
Policy Year Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Enrollment				
Single	670	670	670	670
Family				
Premium				
Single	\$66.33	\$72.89	\$67.50	\$63.41
Family				
Estimated Monthly Premium				
Estimated Monthly Premium	\$44,441.10	\$48,836.30	\$45,225.00	\$42,484.70
Estimated Annual Premium	\$533,293.20	\$586,035.60	\$542,700.00	\$509,816.40
Difference Monthly				
Difference Monthly		\$4,395.20	\$783.90	-\$1,956.40
Difference Annually				
Difference Annually		\$52,742.40	\$9,406.80	-\$23,476.80
Percent Change				
Percent Change		9.89%	1.76%	-4.40%

	Voya Renewal Option 1	Voya Renewal Option 1	Voya Renewal Option 2	Voya Renewal Option 3		Option 2		
						3 claims	4 claims	5 claims
Coverages	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx	Increased Liability	\$30,000.00	\$40,000.00	\$50,000
Contract	24/12	24/12	24/12	24/12	Difference in annual premium	\$9,406.80	\$9,406.80	\$9,406.80
Specific Deductible	\$150,000	\$150,000	\$160,000	\$170,000				
Aggregating Specific	\$175,000	\$175,000	\$175,000	\$175,000	Total	\$39,406.80	\$49,406.80	\$59,406.80
Policy Year Maximum	Unlimited	Unlimited	Unlimited	Unlimited				
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Option 1 cost	\$52,742.40	\$52,742.40	\$52,742.40
Enrollment	670	670	670	670	Savings	\$13,335.60	\$3,335.60	(\$6,664.40)
Premium	\$66.33	\$72.89	\$67.50	\$63.41				
Estimated Monthly Premium	44,441.10	\$48,836.30	\$45,225.00	\$42,484.70				
Estimated Annual Premium	\$533,293.20	\$586,035.60	\$542,700.00	\$509,816.40	Claim Year	> 150k	> spec ded	
Difference Monthly		\$4,395.20	\$783.90	(\$1,956.40)	2021	3 est	3 est	
Difference Annually		\$52,742.40	\$9,406.80	(\$23,476.80)	2020	6	6	
Percent Change		9.89%	1.76%	-4.40%	2019	3	3	
					2018	1	1	
					2017	4	4	
					2016	4	6	
					Total Claims	18	20	
					Average per Year	3.6	4	



## AGENDA ACTION FORM

### **Awarding Merchant Service Processing for Central Square Accounts to PAYA and Authorizing the Mayor to Execute the Agreements**

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

Action Form No.: AF-352-2021  
 Work Session: December 6, 2021  
 First Reading: N/A

Final Adoption: December 7, 2021  
 Staff Work By: Lisa Winkle  
 Presentation By: L. Winkle

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

The City of Kingsport's financial package software provider Central Square announced it is discontinuing the "Transaction Manager" interface currently being used to enable the city to accept credit card payments. This change affects eight of the city's merchant accounts. The new process is supposed to be more secure and reduce risk to the city. However, with this increased security comes reduced choices of merchant processors. Our current merchant processor is not on Central Square's list of certified processors.

Finance worked with purchasing to request proposals from certified processors. Three proposals were received and evaluated. A bid comparison worksheet is attached. The bid comparison was prepared on the two largest volume accounts – utilities over the counter and utilities online. Bids were taken in fall 2020 but due to covid, the life of the "Transaction Manager" interface was extended and we delayed the changeover. We have received a letter from PAYA to reaffirm their bid quotes and a waiver from Central Square for all installation costs. Finance recommends that the board award the merchant service processing contract to PAYA. Although their monthly fees are slightly higher than another bidder (less than \$100.00), their startup fees are less than the other bidder by over \$6,000.00. In addition PAYA is the best option for customer service because the credit card payments taken through PAYA will be entered on the same cash receipts screen used for check or cash payments.

The resolution awards the merchant service processing contract to PAYA for merchant accounts using Central Square products.

#### **Attachments:**

1. Resolution
2. Contracts and Addendum
3. Bid Comparison

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 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

WHEREAS, the city's financial package software provider, Central Square, announced it is discontinuing the "Transaction Manager" interface currently being used to enable the city to accept credit card payments; and

WHEREAS, this change is supposed to be more secure and reduce risk to the city, but reduces the choice of merchant processors; and

WHEREAS, the city's current merchant processor is not on Central Square's list of certified processors; and

WHEREAS, a request for proposals was issued in 2020, but due to covid the changeover was delay; and

WHEREAS, upon review of the proposal the board finds that the proposal of Paya is the proposal most advantageous to the city, including lower startup fees and that credit card payments taken through Paya will be entered on the same cash receipts screen used for check or cash payments; and

WHEREAS, funding is provided by the budget in 411-5002-501-4071.

Now therefore,

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

SECTION I. That the proposal of Paya for merchant service processing for Central Square accounts at a monthly purchase cost of \$11,000 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 Central Square Services Quote, the Central Square Acceptance Application, and the Addendum with Harris Bank and Paya attached to this resolution as Exhibits A, B, and C respectively, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the contracts or this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the contracts that do not substantially alter the material provisions of the contracts, 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 qualifications, experience, or competence of the service provider are more important than price in making this purchase; there is more than one



solution, and the use of competitive sealed proposals is approved, and that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

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

ADOPTED this the 7th day of December, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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


**PAYMENT ACCEPTANCE APPLICATION**
**CENTRAL SQUARE INTERNAL INFORMATION**

Prepared for: Kingsport TN	Partner ID: 909064	Sales Rep Name: Sam Huq	Application Date:
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**ORGANIZATION INFORMATION**

Organization LEGAL Name (as it appears on the federal tax returns)	Tax ID # (required, 9 digits)
Organization DBA Name (if different from legal name)	Organization Website URL
Organization DBA Physical Address	Organization Legal Address
DBA City, State and Zip Code	Legal City, State and Zip Code
Organization Phone:	Organization Fax:
<input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Other Governmental Entity <input type="checkbox"/> I certify that I am a Foreign Entity / Non-Resident Alien (Bankcard Only)	<input type="checkbox"/> C Corporation <input type="checkbox"/> LLC <input type="checkbox"/> S Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> I certify that I am providing Authorization for the Electronic Issuance of IRS form 1099

Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (refer to § 9.05 of the Terms and Conditions)

**AUTHORIZED OFFICER 1**
**AUTHORIZED OFFICER 2**

Name	Title	
Residential Address	Email	
City, State & Zip Code	Phone	
Social Security Number (SSN) N/A	% Equity Ownership N/A	Date of Birth (MM/DD/YYYY) N/A

Name	Title	
Residential Address	Email	
City, State & Zip Code	Phone	
Social Security Number (SSN) N/A	% Equity Ownership N/A	Date of Birth (MM/DD/YYYY) N/A

**BANKCARD DISCLOSURE**

IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES	IMPORTANT ORGANIZATION RESPONSIBILITIES	MEMBER BANK (ACQUIRER) INFORMATION
1. An American Express® / Discover® / Mastercard® / Visa® Member is the only entity approved to extend acceptance of American Express / Discover / Mastercard / Visa products directly to an organization. 2. An American Express / Discover / Mastercard / Visa Member must be a principal (signer) to your Processing Agreement. 3. The American Express / Discover / Mastercard / Visa Member is responsible for educating Organization on the pertinent American Express / Discover / Mastercard / Visa Operating Regulations with which the Organization must comply. 4. The American Express / Discover / Mastercard / Visa Member is responsible for and must provide settlement funds to the organization. 5. The American Express / Discover / Mastercard / Visa Member is responsible for all funds held in reserve that are derived from settlement.	1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain Fraud and Chargeback rates below the thresholds. 3. Review and Understand the terms of the Processing Agreement. 4. Comply with American Express® / Discover® / Mastercard® / Visa® Operating Regulations.	Acquirer Name: BMO Harris Bank Acquirer Address: 8500 Governor's Hill Drive Acquirer City: Cincinnati Acquirer State, Zip: OH 45249 Acquirer Phone: 847-240-6600
Organization Signature	Organization's Authorized Officer Printed Name	Organization's Authorized Officer Title
		Date

**UNDERWRITING PROFILE**

<input type="checkbox"/> Bankcard					
Monthly Volume \$	Transaction Volume Average Transaction \$	Highest Transaction \$	Card Present – Swiped %	Method of Sales (Total Must = 100%) Card Present – Keyed %	Card Not Present %
Business Type	<input type="checkbox"/> Internet	<input type="checkbox"/> Card Not Present	<input type="checkbox"/> Card Present		
<b>Billing Questionnaire (Explain your billing policy)</b>					
Describe products or services sold?					
If product/service delivery requires recurring billing, explain available billing options: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually					
Is any part of your organization outsourced to a third-party? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain:					

**BANKCARD PROFILE**

Card Types:	<input checked="" type="checkbox"/> VISA	<input checked="" type="checkbox"/> MasterCard	<input checked="" type="checkbox"/> Discover	<input checked="" type="checkbox"/> American Express	<input checked="" type="checkbox"/> Debit
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☐ By checking this box, Organization Opts Out of receiving future commercial marketing communications from American Express® \*\*

\*\* Note that you may continue to receive marketing communications while American Express® updates its records to reflect your choice. Opting Out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express®.

**PRICING MODEL OPTIONS**

<input type="checkbox"/> Fixed Fee Absorption – Fees Paid by Organization	<input checked="" type="checkbox"/> Interchange Absorption – Fees Paid by Organization	<input type="checkbox"/> Convenience Fee Absorption – Fees Paid by Organization & Citizen	<input type="checkbox"/> Convenience Fee – Fees Paid by Citizen	<input type="checkbox"/> Service Fee – Fees Paid by Citizen
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## SCHEDULE OF FEES

Processing Fees	Amount
Visa®, Mastercard®, Discover®, PIN Debit, and American Express® OptBlue (Pass Through: Interchange Fees, Dues & Assessments/Card Association, Processor, and 3rd Party Fees)	Pass Through
Acquiring Fee (Interchange Plus)	0.35%
Visa, Mastercard, Discover, and American Express (Interchange Plus)	\$0.15
PIN Debit (Interchange Plus)	\$0.15
Other Fees	Amount
Monthly Support	INCLUDED
Monthly Minimum	WAIVED
Monthly Program Fee (per Organization) (includes e-statement)	\$15.00
Chargeback (per occurrence)	\$15.00
PCI Program Monthly Fee (per Organization)	\$25.00
PCI Monthly Non-Compliance Fee (if applicable)	\$95.00
Optional Services	Amount
<input type="checkbox"/> Account Updater Monthly Fee	\$25.00
<input type="checkbox"/> Account Updater (per item) (per successful match or closed account per response)	\$0.30
<input type="checkbox"/> Lockbox Monthly Support Fees	\$175.00
<input type="checkbox"/> Lockbox Item Fee	\$0.30
<input type="checkbox"/> eLockbox	\$0.25
<input type="checkbox"/> Statement Printing (per page)	\$0.145
Hardware	Amount
QTY: Ingenico Lane 5000 (EMV and Tap Enabled) Point-of-Sale Terminal	\$364.00
Power Cord / Ethernet / POE Cable Included - Ethernet or WiFi Capable	Plus Shipping
QTY: Ingenico Move 5000 (EMV and Tap Enabled) Point-of-Sale Terminal	\$393.00
Power Cord / Ethernet / POE Cable Included - Ethernet or WiFi Capable	Plus Shipping
QTY: Ingenico Lane 8000 (EMV and Tap Enabled) Point-of-Sale Terminal	\$570.00
Power Cord / Ethernet / POE Cable Included - Ethernet or WiFi Capable	Plus Shipping

## ACH AUTHORIZATION

ACH Debit/Credit Authorization: The Organization named below hereby authorizes Paya, Inc. in accordance with this Agreement to initiate debit/credit entries to Organization's checking account, as indicated per the attached copy of a voided check from same. The authority is to remain in full force and effect until (a) One hundred and twenty (120) days after Paya, Inc. has received written notification from Organization of its termination in such a manner as to afford Paya, Inc. reasonable opportunity to act on it, and (b) all obligations of Organization to Paya, Inc. that have arisen under this Agreement have been paid in full.

Bank Name:

Depository: <small>Organization's batch activity will be put into this account.</small>	Routing #:	Account #:
Fees: <small>Organization's monthly fees / necessary charges will be taken from this account.</small>	Routing #:	Account #:

## PCI DECLARATION

☒ Check here to confirm that the Organization agrees to comply with its obligations under PCI-DSS (see section 2.05 of the Terms and Conditions).

## CERTIFICATION AUTHORIZATION

By signing below, the Organization named: (1) certifies to Paya that it is authorized to execute and deliver this Payment Acceptance Application, (2) and the person executing on behalf of the Organization is authorized to do so, (3) authorizes Paya to verify any of the information given, including credit references, and to run verification checks on the Organization; and (4) confirms it is advised by executing this form, it certifies that the information provided is true and complete. Any incorrect or omitted information may prevent the Organization from being approved, or if approved, may be grounds for immediate termination.

<b>Organization Name</b>			
<b>Authorized Officer (1)</b>			
Signature	Printed Name	Title	Date
<b>Authorized Officer (2)</b>			
Signature	Printed Name	Title	Date

## **ADDENDUM TO PAYMENT ACCEPTANCE APPLICATION AND TERMS AND CONDITIONS FOR PAYMENT PROCESSING**

This Addendum (herein "Addendum") amends the Payment Acceptance Application and Terms and Conditions for Payment Processing, all exhibits, attachments, schedule of fees, and any actual or virtual documents or writings, referenced therein and all supplementary documents thereto, all of which constitute the Agreement (herein "Agreement") with Harris Bank, N.A., and Paya, Inc. (herein "Vendors") and City of Kingsport, Tennessee (herein "City"). In consideration of using Vendors' form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

**1. Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language in the Agreement to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.

**2 Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless Vendors or any other person or entity and any limitation of liability in favor of Vendors is enforceable only to the extent permitted by Tennessee law, provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. No provision of the Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow City to agree to the disclaimer of warranties and any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law.

**3. Non-appropriation.** If sufficient funds are not appropriated by City for payment for the Agreement for any current or future fiscal period, then City, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days written notice to Vendors, without future obligations, liabilities, or penalties to Vendors, except the amounts due up to the date of termination. Additionally, City shall certify in writing that sufficient funds have not been appropriated to continue the Agreement.

**4. Confidentiality.** The Agreement, or any part thereof, are public records, and such, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Vendors or provide Vendors with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 4 serves to meet such burden and authorization of disclosure.

**5. Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.

**6. No Arbitration, Jurisdiction, Waiver of Jury Trial, Venue.** Notwithstanding any other provision in the Agreement to the contrary, arbitration is not permitted, and if a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee.

**7. No Sales or Use Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. Upon request City will provide Vendors with City's Sales and Use Tax Exemption Certificate.

**8. No Security Interest or Guaranty.** Any provision in the Agreement requiring City to provide a security interest or a guaranty are deleted. Notwithstanding the foregoing, City acknowledges and agrees that Vendor shall have a priority interest in any funds related to Sales Drafts and any funds held in a Reserve Account.

**9. [Intentionally omitted]**

**10. Nonapplicability.** This Agreement does not apply to credit or debit card use or users of City's eTrak software.

**11. Damages.** Vendors waive and shall have no right to any consequential, incidental, indirect, lost profits, special and other damages general, special, incidental, consequential, or any other damages whatsoever of any description or amount. For the avoidance of doubt, this waiver does not include fees, fines, penalties or assessments imposed on Vendors or City with respect to City's actions or inactions.

**12. No Liability for Users or Third Parties.** Except as provided in the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. City is not responsible for the acts of any other party.

**13. Unilateral Modification of Agreement.** Vendor may make a unilateral changes to this Agreement provided such changes are subject to the provisions of this Addendum, such changes does not alter this Addendum, and such changes do not materially alter the use of the service or reduce the level of protection provided to City at the time of the execution of this Agreement. Any other change to the Agreement made by Vendor that is not in writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by City's city recorder and approved as to form by City's city attorney is not effective against City.

**14. Termination for Convenience.** The Agreement may be terminated by City upon thirty (30) days written notice to Vendors. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Vendors for all satisfactory and authorized services completed as of the termination date, and Vendors will refund to City any funds paid by City in excess of such amount. Upon such termination, Vendors will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**15. No Liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to Vendors or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

**16. No Presumption Against Drafter.** This Addendum 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 Addendum differs in any respect from any previous draft hereof.

**17. Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.

**18. Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

**Harris Bank, N.A.**

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

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

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

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

**Paya, Inc.**

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

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

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

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

**City of Kingsport, Tennessee**

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

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

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

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

Attest: \_\_\_\_\_  
City Recorder

Approved as to form: \_\_\_\_\_

\_\_\_\_\_  
City Attorney



Quote prepared on:

November 10, 2021

Quote prepared by:

Keegan Wetzel

keegan.wetzel@centralsquare.com

Quote #: Q-14110

Primary Quoted Solution: NaviLine PA

Quote expires on: December 30, 2021

Quote prepared for:

Lisa Winkle

City of Kingsport

225 W. Center Street

Kingsport, TN 37660

(423) 229-9480 Direct

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
CentralSquare Payments Annual Subscription Fee	1	0.00	0.00
Software Total			0.00 USD

## WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
Public Administration Project Management Services - Fixed Fee	390.00
Public Administration Technical Services - Fixed Fee	2,730.00
Services Subtotal	3,120.00 USD
Discount	- 3,120.00 USD
Services Total	0.00 USD

## QUOTE SUMMARY

Software Subtotal	0.00 USD
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MORE INFORMATION AT [CENTRALSQUARE.COM](http://CENTRALSQUARE.COM)





**Quote prepared on:**

November 10, 2021

**Quote prepared by:**

Keegan Wetzel

keegan.wetzel@centralsquare.com

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<b>Services Subtotal</b>	3,120.00 USD
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<b>Quote Subtotal</b>	3,120.00 USD
-----------------------	--------------

<b>Discount</b>	- 3,120.00 USD
-----------------	----------------

<b>Quote Total</b>	<b>0.00 USD</b>
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## WHAT ARE THE RECURRING FEES?

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TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

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**MORE INFORMATION AT [CENTRALSQUARE.COM](https://centralsquare.com)**

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## BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

## PAYMENT TERMS

### License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

### Contract Startup

- 100% Due Upon Contract Execution

### Hardware & Third-Party Software

- 100% Due Upon Contract Execution

### Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Upon Execution

### Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

### Travel & Living Expenses

- Due as Incurred



**Quote prepared on:**

November 10, 2021

**Quote prepared by:**

Keegan Wetzel

keegan.wetzel@centralsquare.com

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## **PURCHASE ORDER INFORMATION**

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

\_\_\_\_\_

Initials:

\_\_\_\_\_

**City of Kingsport**

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Title:

\_\_\_\_\_

CITY OF KINGSPORT  
MERCHANT ACCOUNT  
BID COMPARISONS

**FIRST EXAMPLE  
UTILITIES OVER THE COUNTER  
BASED ON JANUARY 2020**

TRANSACTIONS 1657  
DOLLAR VOLUME \$ 117,789.26

INTERCHANGE PLUS FEE	0.35%	\$	412.26
AUTHORIZATION AND CAPTURE FEE	\$ 0.12	\$	198.84
PASS THRU INTERCHANGE ETC.		\$	2,326.21
STATEMENT SUPPORT			
PCI COMPLIANCE			
GATEWAY TRANSACTION FEE			

**TOTALS** \$ 2,937.31

**SECOND EXAMPLE  
UTILITIES ONLINE  
BASED ON JANUARY 2020**

TRANSACTIONS 3231  
DOLLAR VOLUME \$ 274,533.76

INTERCHANGE PLUS FEE	0.35%	\$	960.87
AUTHORIZATION AND CAPTURE FEE	\$ 0.12	\$	387.72
PASS THRU INTERCHANGE ETC.		\$	5,461.39
STATEMENT SUPPORT			
PCI COMPLIANCE			
GATEWAY TRANSACTION FEE			

**TOTALS** \$ 6,809.98

**GRAND TOTALS** \$ 9,747.29

AMS	
RATE	DOLLARS
0.20%	\$ 235.58
\$ 0.15	\$ 248.55
	\$ 2,326.21
	\$ 15.50
	\$ 9.95

\$ 2,835.79

0.20%	\$ 549.07
\$ 0.15	\$ 484.65
	\$ 5,461.39
	\$ 15.50
	\$ 9.95
\$ 0.10	\$ 323.10

\$ 6,843.66

\$ 9,679.45

PAYMENTUS	
RATE	DOLLARS
FLAT RATE	
\$ 2.35	\$ 3,893.95

FLAT RATE  
\$ 2.35 \$ 7,592.85

\$ 7,592.85

\$ 11,486.80

**OTHER FEES (ONE TIME)**

POS TERMINALS	\$ 375.00	\$	2,250.00
AUTO-PAY CONVERSION			
CENTRAL SQUARE SET UP FEE			

**TOTAL ONE TIME FEES** \$ 2,250.00

\$ 495.00	\$	3,960.00
	\$	1,500.00
	\$	3,120.00

\$ 8,580.00

\$ 325.00	\$	2,600.00
	\$	3,120.00

\$ 5,720.00



## AGENDA ACTION FORM

### Ratifying the Mayor's Signature on a Pre-Application for a Appalachian Regional Commission Grant for Replacement of the Water Treatment Plant Traveling Screens

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

Action Form No.: AF-354-2021  
 Work Session: December 6, 2021  
 First Reading: N/A

Final Adoption: December 7, 2021  
 Staff Work By: Niki Ensor  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution

#### Executive Summary:

On December 3, 2021 the City submitted a pre-application in order to be eligible to apply for a \$500,000.00 grant from the Appalachian Regional Commission (ARC). The pre-application process determines those entities which may submit an application to receive an ARC grant. If selected through the pre-application process the city will be invited to submit a full grant application.

If ultimately awarded, these ARC grant funds will assist in funding the replacement of the water treatment plant traveling screens. The project will support Eastman Chemical Company's \$250,000,000.00 investment in a molecular recycling facility. The total estimated project cost is \$1,428,100.00. The city will make available \$928,100.00 as a match for the \$500,000.00 ARC grant.

The pre-application process does not obligate the city to apply for the grant.

#### Attachments:

1. Resolution
2. ARC Grant Letter and Application

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 TO RATIFY THE MAYOR'S SIGNATURE ON  
THE PRE-APPLICATION FOR A GRANT FROM THE  
APPALACHIAN REGIONAL COMMISSION

WHEREAS, the city submitted a pre-application for a grant from the Appalachian Regional Commission (ARC); and

WHEREAS, the pre-application process will determine those entities eligible to submit an application for the ARC grant; and

WHEREAS, if awarded, the grant funds will be \$500,000 and the city will make available \$928,100 in matching for the ARC grant, the total estimated project cost is \$1,428,100; and

WHEREAS, the use of ARC grant funds will allow the city to leverage existing funds and complete a needed upgrade to the city's water treatment system.

Now therefore,

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

SECTION I. That the pre-application submitted on December 3, 2021, for a grant with Appalachian Regional Commission, in the amount of \$500,000 with a match of \$928,100 by the city and with a total estimated project cost of \$1,428,1000, fees is ratified, including the execution of the same by Mayor, Patrick W. Shull.

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 7th day of December, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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





## CITY OF KINGSPORT

### Kingsport, Tennessee

---

December 3, 2021

Mr. Logan McCoy  
Department of Economic and Community Development  
Special Projects, Community and Rural Development  
312 Rosa L. Parks Ave, 27th Floor  
Nashville, TN 37243-1102

Re: City of Kingsport 2022 ARC Pre-Application

Dear Mr. McCoy:

On behalf of the City of Kingsport, I am pleased to submit an Appalachian Regional Commission (ARC) pre-application to replace the traveling screens at the city's water intake. The project will accommodate a \$250 million investment and 90 employee expansion by Eastman Chemical Company.

The City of Kingsport will make available \$928,100 as match for the ARC grant. ARC funds will allow the City to leverage existing funds and complete a needed upgrade to the city's water treatment system to ensure reliable and adequate supplies are available to support Eastman's new molecular recycling center.

Thank you for considering this ARC pre-application

Sincerely,

Pat Shull  
Mayor

Enclosure

# APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

<b>1. TYPE OF SUBMISSION:</b> Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		<b>2. DATE SUBMITTED</b> 12-3-21	Applicant Identifier
		<b>3. DATE RECEIVED BY STATE</b>	State Application Identifier
<input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	Federal Identifier

<b>5. APPLICANT INFORMATION</b>																													
Legal Name: <b>City of Kingsport</b>	<b>Organizational Unit:</b> Department:																												
Organizational DUNS: 079027579	Division:																												
<b>Address:</b> Street: <b>415 Broad St.</b>	<b>Name and telephone number of person to be contacted on matters involving this application (give area code)</b>																												
City: Kingsport	Prefix: Ms.																												
County: Sullivan	First Name: Niki																												
State: TN	Middle Name																												
Zip Code: 37660	Last Name Ensor																												
Country: United States of America	Suffix:																												
Email: NikiEnsor@KingsportTN.gov																													
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> 62-6000323	Phone Number (give area code) <b>423-224-2487</b>																												
Fax Number (give area code)																													
<b>8. TYPE OF APPLICATION:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.)																													
<b>7. TYPE OF APPLICANT:</b> (See back of form for Application Types) <b>C. Municipal</b> Other (specify)																													
<b>9. NAME OF FEDERAL AGENCY:</b> Appalachian Regional Commission																													
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> TITLE (Name of Program): Appalachian Regional Commission 23-001	<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> Replacement of Traveling Screens at Water Intake.																												
<b>12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):</b> Kingsport, TN and Sullivan County, TN	<b>14. CONGRESSIONAL DISTRICTS OF:</b> a. Applicant First Tennessee    b. Project First Tennessee																												
<b>13. PROPOSED PROJECT.</b> Start Date: 7/1/22    Ending Date: 6/30/25	<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b> a. Yes <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: b. No <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW																												
<b>15. ESTIMATED FUNDING:</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>a. Federal ARC</td> <td>\$</td> <td>500,000</td> <td>.00</td> </tr> <tr> <td>b. Applicant City of Kingsport</td> <td>\$</td> <td>928,100</td> <td>.00</td> </tr> <tr> <td>c. State</td> <td>\$</td> <td></td> <td>.00</td> </tr> <tr> <td>d. Local</td> <td>\$</td> <td></td> <td>.00</td> </tr> <tr> <td>e. Other</td> <td>\$</td> <td></td> <td>.00</td> </tr> <tr> <td>f. Program Income</td> <td>\$</td> <td></td> <td>.00</td> </tr> <tr> <td>g. TOTAL</td> <td>\$</td> <td>1,428,100</td> <td>.00</td> </tr> </table>	a. Federal ARC	\$	500,000	.00	b. Applicant City of Kingsport	\$	928,100	.00	c. State	\$		.00	d. Local	\$		.00	e. Other	\$		.00	f. Program Income	\$		.00	g. TOTAL	\$	1,428,100	.00	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b> <input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No
a. Federal ARC	\$	500,000	.00																										
b. Applicant City of Kingsport	\$	928,100	.00																										
c. State	\$		.00																										
d. Local	\$		.00																										
e. Other	\$		.00																										
f. Program Income	\$		.00																										
g. TOTAL	\$	1,428,100	.00																										
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.</b>																													
<b>a. Authorized Representative</b>																													
Prefix Mr.	First Name Patrick	Middle Name																											
Last Name Shull		Suffix																											
<b>b. Title</b> Mayor of the City of Kingsport		<b>c. Telephone Number (give area code)</b> 423-229-9412																											
<b>d. Signature of Authorized Representative</b>		<b>e. Date Signed</b>																											

## INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District </div> <div style="width: 45%;"> I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization </div> </div>	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: <ul style="list-style-type: none"> <li>"New" means a new assistance award.</li> <li>"Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.</li> <li>"Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter:  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">A. Increase Award C. Increase Duration</div> <div style="width: 45%;">B. Decrease Award D. Decrease Duration</div> </div> </li> </ul>	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		



## AGENDA ACTION FORM

### Authorizing the Mayor to Enter into an Agreement with Wilson County Schools for Cooperative Purchasing

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

Action Form No.: AF-283-2021  
 Work Session: December 6, 2021  
 First Reading: N/A

Final Adoption: December 7, 2021  
 Staff Work By: Committee  
 Presentation By: D. Frye

#### Recommendation:

Approve the Resolution

#### Executive Summary:

The administration desires to enter into a cooperative purchasing agreement with Wilson County Schools in order to utilize pricing for school technology equipment. The City benefits by being able to make purchases utilizing this cooperative purchasing agreement with the confidence we are receiving competitive pricing knowing the products awarded have already been through the procurement process of the principal procurement agency. Utilizing cooperative purchasing agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product/service receipt.

This action was approved by the Board of Education on November 30, 2021

#### Attachments:

1. Resolution
2. Agreement

Funding source appropriate and funds are available: *AM*

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

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

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

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

WHEREAS, the city would like to enter into an agreement with Wilson County Schools for cooperative purchasing; and

WHEREAS, T.C.A. § 12-3-1205(b)(2) authorizes any local government in this state to participate in a master agreement by adopting a resolution accepting its terms. If a participant to the master agreement is required to advertise and receive bids, it is sufficient that the purchasing entity complied with its own requirements. The participant is required to acquire and maintain documentation that the purchasing entity complied with its own purchasing requirements; and

WHEREAS, Wilson County Schools is a governmental entity of the state of Tennessee; and

WHEREAS, the city benefits by using cooperative purchasing with the confidence that we are receiving competitive pricing knowing the products and services awarded have already been through the procurement process of the principal procurement agency.

Now therefore,

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

SECTION I. That a cooperative purchasing agreement with Wilson County Schools 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 Wilson County Schools Purchasing Agreement, and to execute any and all documents necessary and proper to effectuate the purpose of 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 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 7<sup>th</sup> day of December, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**WILSON COUNTY SCHOOLS**  
**Michael Smith, CPA**  
**Deputy Director of Finance &**  
**Business Operations**



415 Harding Drive, Lebanon TN 37087  
Tel : (615) 444-3282  
Fax : (615) 449-3858

---

## WILSON COUNTY SCHOOLS' PURCHASING AGREEMENT

Kingsport City Schools requests permission from Wilson County Schools to purchase from bids awarded by Wilson County Schools.

Kingsport City Schools agrees to purchase directly from the vendor that is awarded the Wilson County Schools' bid, and agrees to be financially responsible for all orders placed, and holds Wilson County Schools harmless against any claims which may arise from Kingsport City Schools' failure to pay for any orders placed by Kingsport City Schools.

Wilson County Schools hereby grants permission for Kingsport City Schools to purchase from bids awarded by Wilson County Schools.

 11/5/2021

Michael Smith  
Deputy Director of Finance and Business Operations

This is to comply with T.C.A. 12-3-1205.

\_\_\_\_\_  
Pat Shull, Mayor of Kingsport

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

*"Excellence in all we do!"*



## AGENDA ACTION FORM

### Consideration of a Resolution Rejecting the Proposals for Solid Waste Disposal

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

Action Form No.: AF-315-2021  
 Work Session: December 6, 2021  
 First Reading: N/A

Final Adoption: December 7, 2021  
 Staff Work By: Staff  
 Presentation By: R. McReynolds

### Recommendation:

Approve the Resolution

### Executive Summary:

On September 16, 2021, Request for Proposals (RFP) were received for Disposal of Solid Waste Materials. Two bidders submitted proposals for this service; Eco-Safe Systems, LLC dba Waste Management and Republic Services.

During review process it was determined that additional options regarding the pricing portion of our RFP as well as additional information and revisions were needed. As a result of these findings the committee recommends rejecting the current submissions, revising the RFP documents and re-advertising in the near future. Our current contract with Advanced Disposal expires August 29, 2022.

### 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: *mw*

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

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

A RESOLUTION REJECTING ALL PROPOSALS RELATED TO  
THE SOLID WASTE DISPOSAL REQUEST FOR PROPOSALS

WHEREAS, proposals were opened on September 16, for disposal of solid waste materials; and

WHEREAS, two bidders submitted proposals for this service; Eco-Safe Systems, LLC d/b/a Waste Management and Republic Services; and

WHEREAS, during the review process it was determined that additional options regarding the pricing as well as additional information were needed which necessitate revisions to the request for proposals; and

WHEREAS, as a result of these determinations the committee recommends rejecting the current submissions; and

WHEREAS, the city reserved the right to reject all proposals in the terms and conditions of the request for proposal; and

WHEREAS, since the current contract expires August 29, 2022, the city will revise the RFP documents and will re-advertise in the near future.

Now therefore,

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

SECTION I. That all proposals opened on September 16, 2021, relating to disposal of solid waste materials are rejected.

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

ADOPTED this the 7th 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  
SEPTEMBER 16, 2021  
4:00P.M.

Present: Nikisha Eichmann, Assistant Procurement Manager; Sandra Sloan, Assistant Procurement Manager, Schools  
The Bid Opening was held in Conference Room 436, 4th Floor, City Hall  
The Assistant Procurement Manager opened with the following bids:

DISPOSAL OF SOLID WASTE MATERIALS					
DATE	DESCRIPTION	BFI WASTE SERVICES, LLC d/b/a REPUBLIC SERVICES OF TRI- CITIES		ECO-SAFE SYSTEMS LLC d/b/a WASTE MANAGEMENT	
		REGULAR WASTE UNIT COST	SPECIAL WASTE UNIT COST	REGULAR WASTE UNIT COST **	SPECIAL WASTE UNIT COST
Year 1	Cost per ton of solid waste- July 1, 2022 thru June 30, 2023 (full tonnage)	\$22.00	\$90.00	\$24.50	*
	Cost per ton of solid waste- July 1, 2022 thru June 30, 2023 (half tonnage)	\$23.00		\$30.00	
Year 2	Cost per ton of solid waste- July 1, 2023 thru June 30, 2024 (full tonnage)	\$22.66	\$92.70	\$25.48	*
	Cost per ton of solid waste- July 1, 2023 thru June 30, 2024 (half tonnage)	\$23.69		\$31.20	
Year 3	Cost per ton of solid waste- July 1, 2024 thru June 30, 2025 (full tonnage)	\$23.34	\$95.48	\$26.50	*
	Cost per ton of solid waste- July 1, 2024 thru June 30, 2025 (half tonnage)	\$24.40		\$32.45	
Year 4	Cost per ton of solid waste- July 1, 2025 thru June 30, 2026 (full tonnage)	\$24.04	\$98.34	\$27.56	*
	Cost per ton of solid waste- July 1, 2025 thru June 30, 2026 (half tonnage)	\$25.13		\$33.75	
Year 5	Cost per ton of solid waste- July 1, 2026 thru June 30, 2027 (full tonnage)	\$24.76	\$101.29	\$28.66	*
	Cost per ton of solid waste- July 1, 2026 thru June 30, 2027 (half tonnage)	\$25.88		\$35.10	
Year 6 (optional)	Cost per ton of solid waste- July 1, 2027 thru June 30, 2028 (full tonnage)	\$25.50	\$104.32	\$29.81	*
	Cost per ton of solid waste- July 1, 2027 thru June 30, 2028 (half tonnage)	\$26.65		\$36.50	
Year 7 (optional)	Cost per ton of solid waste- July 1, 2028 thru June 30, 2029 (full tonnage)	\$26.27	\$107.44	\$31.00	*
	Cost per ton of solid waste- July 1, 2028 thru June 30, 2029 (half tonnage)	\$27.45		\$37.96	
Year 8 (optional)	Cost per ton of solid waste- July 1, 2029 thru June 30, 2030 (full tonnage)	\$27.06	\$110.66	\$32.44	*
	Cost per ton of solid waste- July 1, 2029 thru June 30, 2030 (half tonnage)	\$28.27		\$39.48	
Year 9 (optional)	Cost per ton of solid waste- July 1, 2030 thru June 30, 2031 (full tonnage)	\$27.87	\$113.97	\$33.53	*
	Cost per ton of solid waste- July 1, 2030 thru June 30, 2031 (half tonnage)	\$29.12		\$41.06	
Year 10 (optional)	Cost per ton of solid waste- July 1, 2031 thru June 30, 2032 (full tonnage)	\$28.71	\$117.38	\$34.87	*
	Cost per ton of solid waste- July 1, 2031 thru June 30, 2032 (half tonnage)	\$29.99		\$42.40	

\* Waste Management will provide special waste pricing on a case by case or waste stream basis.

\*\* Alternate pricing \$24.00 per ton year 1 (full tonnage) price will increase on an annual basis by the change in the water sewer trash index. Over the last 60 months, this index has averaged 3.3%.



## AGENDA ACTION FORM

### Consideration of a Resolution Changing Certain Meeting Dates for Work Sessions and Business Meetings of the Board of Mayor and Aldermen

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

Action Form No.: AF-346-2021  
 Work Session: December 6, 2021  
 First Reading: N/A

Final Adoption: December 7, 2021  
 Staff Work By: Bart Rowlett  
 Presentation By: C. McCartt

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

Article III, Section 7 of the Charter of the City of Kingsport provides that except as "provided by ordinance or resolution, the regular meeting of said board shall be at 7:00 p.m. (local time) on the first and third Tuesday of each month." However, certain regular meetings of the board conflict with or are affected by holidays, retreats and conferences in calendar year 2022. Canceling or rescheduling the impacted work sessions and business meetings will eliminate these issues.

The attached resolution cancels the January 4, 2022, work session, and January 5, 2022, business meeting; the March 21, 2022, work session, and March 22, 2022, business meeting; and the July 4, 2022, work session and July 5, 2022, business meeting.

Additionally the resolution reschedules the January 17, 2022, work session to January 18, 2022, the February 28, 2022, work session to March 7, 2022 and the March 1, 2022, business meeting to March 8, 2022. The August 15, 2022, work session is rescheduled for August 22, 2022, and the August 16, 2022, business meeting is rescheduled for August 23, 2022. The work session for September 5, 2022, is rescheduled for September 6, 2022.

#### **Attachments:**

1. Resolution

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 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

WHEREAS, Article III, Section 7 of the Charter of the City of Kingsport, Tennessee provides that the business meetings of the board of mayor and aldermen will take place on the first and third Tuesdays of each month at 7:00 p.m., unless otherwise provided by resolution or ordinance; and

WHEREAS, the board of mayor and aldermen finds that due to the Christmas and New Year's day holidays it is appropriate to cancel the January 4, 2022, work session and the January 5, 2022, business meeting; due to the TML Legislative Conference in March, 2022, it is appropriate to cancel the March 21, 2022, work session and the March 22, 2022, business meeting; and due to the Independence Day holiday on July 4, 2022, it is appropriate to cancel the July 4, 2022, work session and the July 5, 2022, business meeting; and

WHEREAS, work sessions are usually held on the Monday preceding the business meeting, but in honor of the Martin Luther King, Jr. holiday the board of mayor and aldermen would like to set a work session on Tuesday, January 18, 2022, at 4:00 p.m., in lieu of holding the work session on Monday, January 17, 2022, and the regularly scheduled work session on the Labor Day holiday, the board of mayor and aldermen would like to set a work session on Tuesday, September 6, 2022, at 4:00 p.m., in lieu of holding the work session on Monday, September 5, 2022 ; and

WHEREAS, in light of a board retreat scheduled for February 25, 2022 the February 28, 2022 work session should be rescheduled for March 7, 2022 and the business meeting scheduled for March 1, 2022 should be rescheduled for March 8, 2022; and due to the Tennessee Municipal League annual conference the August 15, 2022 work session should be rescheduled for August 22, 2022 and the August 16, 2022 business meeting should be rescheduled for August 23, 2022.

Now therefore,

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

SECTION I. That in accordance with Article III, Section 7 of the Charter of the City of Kingsport, Tennessee, the board approves the canceling of the January 4, 2022, work session and the January 5, 2022, business meeting; the March 21, 2022, work session and the March 22, 2022, business meeting; and the July 4, 2022, work session and the July 5, 2022, business meeting.

SECTION II. That in honor of the Martin Luther King, Jr. holiday, the board sets a work session for Tuesday, January 18, 2022, at 4:00 p.m. in lieu of a work session on Monday, January 17, 2022; and in honor of the Labor Day holiday, the board sets a work session for Tuesday, September 6, 2022, at 4:00 p.m. in lieu of a work session on Monday, September 5, 2022.

SECTION III. That the board approves rescheduling the February 28, 2022 work session



for March 7 and March 1, 2022 business meeting for March 8, 2022 as well as rescheduling the August 15, 2022 work session for August 22, 2022 and the August 16, 2022 business meeting for August 23, 2022.

SECTION IV. That the city recorder is authorized and directed to advertise the changes set forth in this resolution, and to take all acts needed to ensure that notice of the meetings are made to the public in compliance with Tenn. Code Ann. § 8-44-103.

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

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

ADOPTED this the 7th 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

### Amend the Wage and Salary Policy Adopted by Resolution 2009-257

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

Action Form No.: AF-339-2021  
 Work Session: December 6, 2021  
 First Reading: N/A

Final Adoption: December 7, 2021  
 Staff Work By: Michael Borders  
 Presentation By: M. Borders

#### Recommendation:

Approve the Resolution

#### Executive Summary:

The purpose of this Resolution is to amend the supplemental pay policy put into place by Resolution 2009-257 and further amended by Resolution 2016-174. Supplemental pay is for temporary duties when an employee is on special assignment, maintains applicable certifications, and requires significant supplemental job skills.

This amendment will permit the City Manager to authorize supplemental pay for eligible employees per the policy instead of being approved by the Board of Mayor and Aldermen.

#### Attachments:

1. Resolution
2. Policy with tracked edits

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*

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

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

A RESOLUTION AMENDING RESOLUTION NO. 2009-257, A  
WAGE AND SALARY POLICY FOR CITY EMPLOYEES

WHEREAS, the city adopted Wage and Salary Policy Resolution No. 2009-257, effective June 16, 2009; and

WHEREAS, the policy was amended by Resolution No. 2016-174

WHEREAS, the city would like to again amend the Wage and Salary Policy to authorize the City Manager to approve supplemental pay without the necessity of board approval; and

WHEREAS, currently the city manager has authority to grant an increase in employee pay for performance under the policy and in light of the temporary nature of supplemental pay this authority grants the city manager the flexibility to supervise and control the work of the departments and divisions of the city.

Now therefore,

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

SECTION I. That the Wage and Salary Policy adopted by Resolution No. 2009-257 and as amended by Resolution No. 2016-147 is further amended as follows:

**POLICY**

In accordance with the Fair Labor Standards Act (FLSA), no employee shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

Generally, the hiring rate of pay is the minimum rate in the pay grade for the assigned job classification. The Human Resources Director, or designee, may grant exceptions to the hiring rate when unusual circumstances warrant a higher rate of pay in the pay grade. For example, the inability to fill the position at the minimum rate in the salary range or qualifications of an applicant may justify exceeding the minimum rate.

**PROMOTION PAY**

Employees who are promoted and moved up at least three pay grades shall receive either a minimum increase of five percent, rounded up to the next step in the pay grade or advance to the minimum step of the pay grade for the new position, whichever is higher.

**Lateral Work Pay**

A permanent move to a new position that is less than three pay grades higher than an employee's previous position is considered a lateral move. In this case, the employee will be moved to the same step in the higher pay grade.

**Temporary Pay for Work in a Higher Classification**

While performing assigned temporary work in a job with a higher pay grade an employee shall receive either a five percent (5%) increase in their current base rate or the minimum step in the pay range of the higher position, whichever is higher, provided the assignment is longer than two (2) consecutive weeks and/or until filled with a permanent replacement.

The department director, or designee, must submit a status change to the Human Resources Department for any of the above situations.

**OVERTIME PAY AND COMPENSATORY TIME**

Overtime work must be authorized in advance by the employee's supervisor, division manager, department director, or City Manager.

Except for non-exempt uniformed fire personnel and non-exempt police officers, overtime is paid, or compensatory time is awarded, for any time worked by a non-exempt employee in excess of forty (40) hours per week during seven consecutive 24-hour periods designated by the city. Non-exempt

uniformed fire personnel are paid overtime, or compensatory time is awarded, for any time worked in excess of 204 hours during twenty-seven (27) consecutive 24-hour work periods designated by the city. Non-exempt police officers are paid overtime, or compensatory time is awarded for any time worked in excess of 80 hours during fourteen (14) consecutive 24-hour work periods designated by the city.

**Overtime Pay** – Overtime hours are paid at time and one-half (1 ½) the employee's regular hourly rate. Only hours actually worked shall be considered in the computation of overtime, except time off for holidays will be considered as time worked; no other types of leave will be considered time worked.

**Compensatory Time** – Compensatory time may be awarded to non-exempt employees in lieu of overtime payments for overtime hours worked, provided that compensatory time is agreed to annually by the employee, appropriately recorded by the division manager or designee, and awarded at time and one-half (1 ½) for each hour of overtime worked. In no case shall non-exempt employees in the fire and police departments accrue more than one hundred twenty (120) hours of compensatory time. All other non-exempt employees can accrue no more than eighty (80) hours of compensatory time. A department director may limit compensatory time to an amount less than hereinabove provided, or may eliminate it altogether.

The city reserves the right to cash out accrued compensatory time consistent with FLSA regulations. At the time of separation from employment, an employee must be paid for unused compensatory time consistent with FLSA regulations. When an employee is moved from non-exempt to exempt status, the city shall pay the employee for unused compensatory time consistent with FLSA regulations.

#### **ON-CALL, COURT, GRANT, AND EMERGENCY PAY**

**On-Call Time** – Non-exempt employees who are designated as "on-call" employees shall not receive pay for being on-call except as required by FLSA. Generally, if an employee is not required to remain on city premises, the time spent waiting while on-call is not considered working time.

**Emergency Call Out** – When a non-exempt employee has left the work premises and is called to work without prior notice due to an emergency, the employee shall be compensated at time and one-half (1 ½) their regular rate of pay for all hours worked for each emergency call out. If the time worked on an emergency call out is less than two (2) hours, the employee shall be paid for two (2) hours. If the employee receives a second call within two (2) hours of the original call, the time will be added to the original call.

**Police and Fire Court Time** – When a non-exempt police officer or non-exempt fire investigator, not on duty, is required to appear in a court, or at a hearing, to testify to facts that arise within the scope of employment with the city, the employee shall be compensated at time and one-half (1 ½) their regular rate of pay, or receive equivalent compensatory time for each hour the employee is required to be present in such court or hearing. The minimum time for compensation shall be one (1) hour and in increments of fifteen (15) minutes thereafter. This provision shall not apply if the police officer or fire investigator is a party to such action, or hearings conducted pursuant to Article VI, Section 2 of the Charter of the City of Kingsport.

**Police Grant Time** – When grant dollars are awarded for law enforcement activities (in addition to normally assigned duties), the rate of pay for an officer working grant hours shall be time and one-half (1 ½) the officer's regular rate. Compensatory time is not available, and this policy does not apply to regular hours worked by full time law enforcement positions funded by grants.

#### **PAY PROCEDURES**

**Pay Increases** – All employees shall be considered for a pay increase once per year, subject to Article X, Section 10 of the Charter of the City of Kingsport. Pay increases may be awarded upon recommendation of the department director, or designee, approval by the City Manager, or designee, and approval by the board of mayor and aldermen in the city's annual budget ordinance.

To recognize outstanding service by a regular, full-time employee over a sustained period of time, an additional increase for performance may be granted. Increase requests must be made in writing by the department director outlining the factors that relate to the quality and quantity of work performed and to the demonstrated willingness of the employee to do more than is normally expected. Increase requests must be submitted to the Human Resources Department for review and recommendation to the City Manager, or designee.

**Demotion/Transfer Pay** – Employees, voluntarily or involuntarily, demoted or transferred to a position in a lower pay grade shall be compensated at the same step in the lower pay grade.

**Red Circle Pay** – A red circle employee is an employee who, under prior policy, retained the rate of pay they had prior to the demotion or transfer, and their rate of pay is higher than the salary range of their current position. Such employee will not be eligible for step increases, overall pay plan adjustments approved by the board of mayor and aldermen, cost of living increases, or any other salary increases until their pay is within the salary range of their current position.

**Supplemental Pay** – In certain departments, significant supplemental job skills required by the city shall be accorded supplemental pay as requested by the department director, who shall submit the request to the Human Resources Department for review and recommendation to the City Manager, or designee, for approval. The supplemental pay is temporary and only for the duration that the employee functions in the special assignment and maintains applicable certification.

**Holiday Pay** – Except as provided for certain employees listed in the next paragraph, non-exempt employees whose work schedule includes a holiday recognized by the city, and who works the holiday, will be paid at the regular hourly rate for each hour worked on the holiday (unless the hours are overtime), and will be provided another day off in lieu of the holiday.

Certain public works non-exempt employees who work collecting garbage, trash, recycling, and landfill, and who work a holiday for operating efficiency as determined by the Public Works Director, or designee, shall receive regular holiday pay and regular pay for the hours worked on such holiday. They will not be provided another day off in lieu of the holiday.

Any non-exempt employee scheduled to be off on a holiday but who, for emergency reasons, is called to work will be compensated at the rate of time and one-half (1 ½) for each holiday hour worked, in addition to the holiday pay.

Non-exempt employees who are off on recognized holidays will be paid their regular rate of pay (straight time). This time is considered time worked when calculating overtime hours for the pay period.

**Test/Interview Pay** – If an employee needs time away from their current duty to test or interview for promotional opportunities with the city, such time shall be granted unless there are justifiable reasons as determined by the department director, or designee, and the Human Resources Department not to permit such. Non-exempt employees shall be paid for such time, provided it occurs in their regularly scheduled workday and it does not make such employee eligible for overtime compensation.

**Severance Pay** – The city does not normally provide severance pay; however, when circumstances warrant and it is in the best interest of the city, the City Manager, or designee, may, subject to Article X, Section 10 of the Charter of the City of Kingsport, authorize severance pay up to a maximum of twelve (12) weeks.

#### **PAY DURING INCLEMENT WEATHER OR OTHER EMERGENCY CONDITIONS**

##### **Essential Positions**

All employees in positions deemed essential by the City shall come to work during inclement weather or other emergency conditions. It is appropriate to inform an employee during the hiring or promotional process that such position is essential and what the expectations are concerning inclement weather attendance.

##### **Non-Essential Positions – Voluntary and Involuntary Absences**

###### **Voluntary Absence:**

All employees in positions that are not deemed essential by the City may determine that it is not in their best interest to travel to work for the day due to unsafe travelling conditions. If an employee makes this decision, they shall notify their supervisor and may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. If an employee decides during the course of a work day that the weather is becoming unsafe for travel and requests to leave for the day, they shall obtain permission to leave from their supervisor and may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. Sick time may not be used to cover the absence.

###### **Involuntary Absence:**

If City offices are closed by action of the City Manager or designee for all or part of the work day, all employees in positions that are not deemed essential by the City Manager or Department Director shall not travel to work on that day, or shall leave work for the day. Such employee may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. Sick time may not be used to cover the absence.

#### **OTHER PROVISIONS**

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

SECTION II. That nothing herein shall be construed to conflict with or supersede any applicable state or federal law.

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 7<sup>th</sup> day of December, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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





SUBJECT: Wage and Salary	REPLACES/AMENDS: Wage and Salary, Effective Date June 16, 2009 (Res. No. 2009-257) Amended May 16, 2017 (Res. No. 2016-174)
RESOLUTION NUMBER: 2021- _____	EFFECTIVE DATE: 12/7/2021

## **POLICY**

In accordance with the Fair Labor Standards Act (FLSA), no employee shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

Generally, the hiring rate of pay is the minimum rate in the pay grade for the assigned job classification. The Human Resources Director, or designee, may grant exceptions to the hiring rate when unusual circumstances warrant a higher rate of pay in the pay grade. For example, the inability to fill the position at the minimum rate in the salary range or qualifications of an applicant may justify exceeding the minimum rate.

## **PROMOTION PAY**

Employees who are promoted and moved up at least three pay grades shall receive either a minimum increase of five percent, rounded up to the next step in the pay grade or advance to the minimum step of the pay grade for the new position, whichever is higher.

### **Lateral Work Pay**

A permanent move to a new position that is less than three pay grades higher than an employee's previous position is considered a lateral move. In this case, the employee will be moved to the same step in the higher pay grade.

### **Temporary Pay for Work in a Higher Classification**

While performing assigned temporary work in a job with a higher pay grade an employee shall receive either a five percent (5%) increase in their current base rate or the minimum step in the pay range of the higher position, whichever is higher, provided the assignment is longer than two (2) consecutive weeks and/or until filled with a permanent replacement.

The department director, or designee, must submit a status change to the Human Resources Department for any of the above situations.

### **OVERTIME PAY AND COMPENSATORY TIME**

Overtime work must be authorized in advance by the employee's supervisor, division manager, department director, or City Manager.

Except for non-exempt uniformed fire personnel and non-exempt police officers, overtime is paid, or compensatory time is awarded, for any time worked by a non-exempt employee in excess of forty (40) hours per week during seven consecutive 24-hour periods designated by the city. Non-exempt uniformed fire personnel are paid overtime, or compensatory time is awarded, for any time worked in excess of 204 hours during twenty-seven (27) consecutive 24-hour work periods designated by the city. Non-exempt police officers are paid overtime, or compensatory time is awarded for any time worked in excess of 80 hours during fourteen (14) consecutive 24-hour work periods designated by the city.

**Overtime Pay** – Overtime hours are paid at time and one-half (1 ½) the employee's regular hourly rate. Only hours actually worked shall be considered in the computation of overtime, except time off for holidays will be considered as time worked; no other types of leave will be considered time worked.

**Compensatory Time** – Compensatory time may be awarded to non-exempt employees in lieu of overtime payments for overtime hours worked, provided that compensatory time is agreed to annually by the employee, appropriately recorded by the division manager or designee, and awarded at time and one-half (1 ½) for each hour of overtime worked. In no case shall non-exempt employees in the fire and police departments accrue more than one hundred twenty (120) hours of compensatory time. All other non-exempt employees can accrue no more than eighty (80) hours of compensatory time.

A department director may limit compensatory time to an amount less than hereinabove provided, or may eliminate it altogether.

The city reserves the right to cash out accrued compensatory time consistent with FLSA regulations. At the time of separation from employment, an employee must be paid for unused compensatory time consistent with FLSA regulations. When an employee is moved from non-exempt to exempt status, the city shall pay the employee for unused compensatory time consistent with FLSA regulations.

### **ON-CALL, COURT, GRANT, AND EMERGENCY PAY**

**On-Call Time** – Non-exempt employees who are designated as "on-call" employees shall not receive pay for being on-call except as required by FLSA. Generally, if an employee is not required to remain on city premises, the time spent waiting while on-call is not considered working time.

**Emergency Call Out** – When a non-exempt employee has left the work premises and is called to work without prior notice due to an emergency, the employee shall be compensated at time and one-half (1 ½) their regular rate of pay for all hours worked for each emergency call out. If the time worked on an emergency call out is less than two (2) hours, the employee shall be paid for two (2) hours. If the employee receives a second call within two (2) hours of the original call, the time will be added to the original call.

**Police and Fire Court Time** – When a non-exempt police officer or non-exempt fire investigator, not on duty, is required to appear in a court, or at a hearing, to testify to facts that arise within the scope of employment with the city, the employee shall be compensated at time and one-half (1 ½) their regular rate of pay, or receive equivalent compensatory time for each hour the employee is required to be present in such court or hearing. The minimum time for compensation shall be one (1) hour and in increments of fifteen (15) minutes thereafter. This provision shall not apply if the police officer or fire investigator is a party to such action, or hearings conducted pursuant to Article VI, Section 2 of the Charter of the City of Kingsport.

**Police Grant Time** – When grant dollars are awarded for law enforcement activities (in addition to normally assigned duties), the rate of pay for an officer working grant hours shall be time and one-half (1 ½) the officer's regular rate. Compensatory time is not available, and this policy does not apply to regular hours worked by full time law enforcement positions funded by grants.

## **PAY PROCEDURES**

**Pay Increases** – All employees shall be considered for a pay increase once per year, subject to Article X, Section 10 of the Charter of the City of Kingsport. Pay increases may be awarded upon recommendation of the department director, or designee, approval by the City Manager, or designee, and approval by the board of mayor and aldermen in the city's annual budget ordinance.

To recognize outstanding service by a regular, full-time employee over a sustained period of time, an additional increase for performance may be granted. Increase requests must be made in writing by the department director outlining the factors that relate to the quality and quantity of work performed and to the demonstrated willingness of the employee to do more than is normally expected. Increase requests must be submitted to the Human Resources Department for review and recommendation to the City Manager, or designee.

**Demotion/Transfer Pay** – Employees, voluntarily or involuntarily, demoted or transferred to a position in a lower pay grade shall be compensated at the same step in the lower pay grade

**Red Circle Pay** – A red circle employee is an employee who, under prior policy,

retained the rate of pay they had prior to the demotion or transfer, and their rate of pay is higher than the salary range of their current position. Such employee will not be eligible for step increases, overall pay plan adjustments approved by the board of mayor and aldermen, cost of living increases, or any other salary increases until their pay is within the salary range of their current position.

**Supplemental Pay** – In certain departments, significant supplemental job skills required by the city shall be accorded supplemental pay as requested by the department director, ~~recommended by the City Manager, or their designees and approved by the board of mayor and aldermen who shall submit the request to the Human Resources Department for review and recommendation to the City Manager, or designee, for approval.~~ The supplemental pay is temporary and only for the duration that the employee functions in the special assignment and maintains applicable certification.

**Holiday Pay** – Except as provided for certain employees listed in the next paragraph, non-exempt employees whose work schedule includes a holiday recognized by the city, and who works the holiday, will be paid at the regular hourly rate for each hour worked on the holiday (unless the hours are overtime), and will be provided another day off in lieu of the holiday.

Certain public works non-exempt employees who work collecting garbage, trash, recycling, and landfill, and who work a holiday for operating efficiency as determined by the Public Works Director, or designee, shall receive regular holiday pay and regular pay for the hours worked on such holiday. They will not be provided another day off in lieu of the holiday.

Any non-exempt employee scheduled to be off on a holiday but who, for emergency reasons, is called to work will be compensated at the rate of time and one-half (1 ½) for each holiday hour worked, in addition to the holiday pay.

Non-exempt employees who are off on recognized holidays will be paid their regular rate of pay (straight time). This time is considered time worked when calculating overtime hours for the pay period.

**Test/Interview Pay** – If an employee needs time away from their current duty to test or interview for promotional opportunities with the city, such time shall be granted unless there are justifiable reasons as determined by the department director, or designee, and the Human Resources Department not to permit such. Non-exempt employees shall be paid for such time, provided it occurs in their regularly scheduled workday and it does not make such employee eligible for overtime compensation.

**Severance Pay** – The city does not normally provide severance pay; however, when circumstances warrant and it is in the best interest of the city, the City Manager, or designee, may, subject to Article X, Section 10 of the Charter of the

City of Kingsport, authorize severance pay up to a maximum of twelve (12) weeks.

## **PAY DURING INCLEMENT WEATHER OR OTHER EMERGENCY CONDITIONS**

### **Essential Positions**

All employees in positions deemed essential by the City shall come to work during inclement weather or other emergency conditions. It is appropriate to inform an employee during the hiring or promotional process that such position is essential and what the expectations are concerning inclement weather attendance.

### **Non-Essential Positions – Voluntary and Involuntary Absences**

#### **Voluntary Absence:**

All employees in positions that are not deemed essential by the City may determine that it is not in their best interest to travel to work for the day due to unsafe travelling conditions. If an employee makes this decision, they shall notify their supervisor and may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. If an employee decides during the course of a work day that the weather is becoming unsafe for travel and requests to leave for the day, they shall obtain permission to leave from their supervisor and may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. Sick time may not be used to cover the absence.

#### **Involuntary Absence:**

If City offices are closed by action of the City Manager or designee for all or part of the work day, all employees in positions that are not deemed essential by the City Manager or Department Director shall not travel to work on that day, or shall leave work for the day. Such employee may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. Sick time may not be used to cover the absence.

## **OTHER PROVISIONS**

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.



## AGENDA ACTION FORM

### Authorizing the Mayor to Execute a Contract with Americans for the Arts

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

Action Form No.: AF-330-2021  
 Work Session: December 6, 2021  
 First Reading: N/A

Final Adoption: December 7, 2021  
 Staff Work By: Hannah Powell  
 Presentation By: M. Borders

### Recommendation:

Approve the Resolution

### Executive Summary:

This contract enables the city to participate in the Arts and Economic Prosperity 6 study partnership with Americans for the Arts. The purpose of this research study is to measure the economic impact of spending by the nonprofit arts and cultural organizations and the event-related spending by their audiences during fiscal year 2022 for the Greater Kingsport area.

Arts & Economic Prosperity 5 Study was completed in 2015. This study will provide valuable economic impact information to the Office of Cultural Arts, provide benchmarking metrics, and provide data to support future grant applications.

The study participation fee is \$4,350.00

### Attachments:

1. Resolution
2. Arts and Economic Prosperity 6 study agreement

Funding source appropriate and funds are available: *JM*

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

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



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

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

WHEREAS, Americans for the Arts will conduct a research study known as Arts and Economic Prosperity 6 which will measure the economic impact of spending by the nation's nonprofit arts and cultural organizations and the event-related spending by their audiences during fiscal year 2022; and

WHEREAS, the city's office of cultural arts has been invited to join in this study; and

WHEREAS, this study will provide valuable economic impact information to the office of cultural arts and provide benchmarking metrics such as the impacts of spending by nonprofit and cultural organizations as well as the impacts of event-related expenditures made by arts/cultural audiences; and

WHEREAS, the results of this study will provide data to support future grant applications by the office of cultural arts; and

WHEREAS, the study participation fee is \$4,350.

Now therefore,

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

SECTION I. That an agreement with Americans for the Arts enabling the city to join in the Arts & Economic Prosperity 6 study 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, an agreement with Americans for the Arts for participation in the Arts & Economic Prosperity 6 study, and to execute any and all documents necessary and proper to effectuate the purpose of 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 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 7<sup>th</sup> 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



August 25, 2021

Hannah Powell  
Cultural Arts Program Coordinator  
Kingsport Office of Cultural Arts  
1200 East Center Street  
Kingsport, TN 37660-4958

Dear Hannah:

Thank you for expressing interest in joining *Arts & Economic Prosperity® 6*, Americans for the Arts' sixth national study of the economic impact of spending by nonprofit arts and cultural organizations and their audiences. **It is our pleasure to invite the Kingsport Office of Cultural Arts to join this study as an OFFICIAL LOCAL PARTNER.**

Please read this entire document. It includes an overview of the project, a detailed description of the responsibilities that we share, important contractual clauses, and a statement of agreement that warrants and represents that the person signing this Agreement has authority to bind the Office of Cultural Arts into this Agreement. **Once this document is filled out entirely by a representative of the Kingsport Office of Cultural Arts and signed by both parties, this will serve as a contract between Americans for the Arts and the Office of Cultural Arts for the period beginning on the date of signature and ending July 31, 2023.**

## INTRODUCTION TO *ARTS & ECONOMIC PROSPERITY 6*

The purpose of this research study is to measure the economic impact of spending by the nation's nonprofit arts and cultural organizations and the event-related spending by their audiences during fiscal year 2022. This new study will build on our five previous national economic impact efforts (about fiscal years 1992, 2000, 2005, 2010, and 2015) to document in unprecedented scope and detail the key role played by the nonprofit arts industry in strengthening local and statewide economies. Our highly regarded research methodology has repeatedly proven to be credible and trustworthy. Legislators, business leaders, government officials, arts administrators, and the media regularly use our data to demonstrate the economic power that the arts and culture wield in their communities. During the past 25 years we have conducted more than 500 economic impact studies on communities across all 50 states and the District of Columbia—communities ranging in geography (Alaska to Florida to Maine to Hawaii), population (1,400 to 4 million), and population density (rural to large urban). We fully anticipate that the AEP6 study will once again be the largest and most comprehensive research effort of its kind ever conducted.

## **BENEFITS: WHY JOIN THIS STUDY AS A LOCAL PARTNER?**

The Kingsport Office of Cultural Arts will receive **valuable benefits and deliverables** as a result of joining the *Arts & Economic Prosperity 6* study as a local study partner, including:

- A customized report on the unique economic impact findings for the Greater Kingsport Area. This detailed report will provide the impacts of direct spending by the universe of nonprofit arts and cultural organizations as well as the impacts of event-related expenditures made by arts/cultural audiences. It will also analyze the differences in spending between resident attendees and cultural tourists. The final report will be approximately 30 pages in length and will include descriptive text, data tables, quotes from selected elected officials and national business leaders, a glossary of economic impact terminology, a list of frequently asked questions (and their answers), and a thorough description of the study methodology.
- **\*NEW for AEP6\*** Improved economic modeling techniques will provide deeper and more specific findings about the industries supported by—and the sources of government revenue generated by—the arts and cultural industry and its audiences.
- The ability to compare the detailed study findings for the Greater Kingsport Area with the study findings for all other participating local study partners.
- Participation in Americans for the Arts' strategic national marketing and public relations campaign to release and promote the study findings, including validation of the findings from the national governing and service organizations that partner with Americans for the Arts to help public and private sector leaders understand the economic and social benefits that the arts bring to communities, states, and the nation.
- **\*NEW for AEP6\*** The AEP6 Playbook, a calendar of prescribed monthly actions for each study partner to undertake during the study timeline (and beyond) in order to encourage participation and promote the findings. The Playbook will include templates, examples, and step-by-step instructions that will allow all of the study partners to take coordinated actions in communities throughout the country.
- One staff member from the Office of Cultural Arts will receive an invitation to attend and participate in a complimentary one-day media training session to take place in June 2023 (as a precursor to the Americans for the Arts' annual convention). The media training session will be dedicated to the AEP6 study and attendance will be limited to study partners only. *Travel expenses/registration fees are not included in this contract and will be the responsibility of the attendee.*

## CUSTOMIZATION FOR YOUR COMMUNITY

As a local study partner, the Kingsport Office of Cultural Arts will assist Americans for the Arts by collecting data from arts and cultural organizations as well as individual arts attendees in your community. These data will enable us to measure in a reliable and affordable manner the economic impact of the Greater Kingsport Area's nonprofit arts and cultural industry in terms of four key areas of the economy:

1. Full-time-equivalent jobs supported within the Greater Kingsport Area
2. Personal income paid to residents of the Greater Kingsport Area
3. Revenue generated for local governments in the Greater Kingsport Area
4. Revenue generated for the state government

There are two areas that we study: (1) the economic impact of spending by eligible arts and cultural organizations, and (2) the economic impact of event-related spending by their audiences.

### **1. Measuring the Impact of Spending by Arts and Cultural Organizations**

Expenditures by eligible arts, cultural, humanities, and heritage organizations provide a significant impact on the Greater Kingsport Area's economy. They are employers, producers, consumers, and key partners in marketing their communities and states. Spending by these organizations is far reaching; they pay their employees, purchase supplies, contract for services, and acquire assets. These actions, in turn, support jobs, create household income, and generate revenue to local and state governments. We will provide a detailed definition of which types of organizations, programs, agencies, and facilities are eligible to participate in the study (*for-profit businesses and individual artists are excluded from this study's methodology*).

### **2. Measuring the Impact of Event-Related Spending by Arts and Cultural Audiences**

Arts, cultural, humanities, and heritage organizations—unlike most industries—leverage significant amounts of event-related spending by their audiences. Arts events that take place in the Greater Kingsport Area generate attendance-related commerce for restaurants and bars and cafes, retail stores, hotels, parking garages, and more. Just like the dollars spent by arts and cultural organizations, the event-related spending by their audiences supports jobs, creates household income, and generates revenue to local and state governments. In addition, our methodology analyzes audience data by ZIP code to differentiate spending by local attendees vs. cultural tourists.

## ARTS & ECONOMIC PROSPERITY'S ECONOMIC ANALYSIS

The project researchers will build and customize an econometric input-output model to reflect the unique economy of the Greater Kingsport Area using the IMPLAN (Impact Analysis for Planning) economic impact assessment platform. An input-output model is a system of mathematical equations that combine statistical methods and economic theory in an area of study called econometrics. It is based on a matrix which tracks the dollar flows between finely detailed industries within a community and allows researchers to determine the economic impact of local spending on jobs, household income, and government revenue. **Input-output modeling is a widely accepted methodology has been the basis for two Nobel prizes in economics. The overall *Arts & Economic Prosperity* study methodology has been reviewed and approved previously by economists from Bank of America and by the White House Council of Economic Advisors.**

IMPLAN combines a set of extensive databases concerning economic factors (including wage, labor, and commerce data from local, state, and federal government sources) and demographic statistics with a highly refined and detailed system of modeling software. The model accomplishes this by identifying direct impacts by sector, then developing a set of indirect and induced impacts by sector through the use of industry-specific multipliers, local purchase coefficients, income-to-output ratios, and other complex factors and relationships.

The customized input-output model will calculate the economic impact resulting from the direct expenditures made by the nonprofit arts and cultural organizations and their audiences, as well as the economic impact of those dollars as they are being re-spent within the Greater Kingsport Area's economy. How can a dollar be "re-spent?" Consider the example of a theater company that purchases a five-gallon bucket of paint from its local hardware store for \$100—a very simple transaction at the outset, but one that initiates a complex sequence of income and spending by both individuals and other businesses.

Following the paint purchase, the hardware store may use a portion of the \$100 to pay the salesclerk who sold the bucket of paint. The salesclerk then spends some of the money for groceries; the grocery store uses some of the money to pay its cashier; the cashier then spends some of the money for rent; and so on.

The hardware store also uses some of the \$100 to purchase goods and services from other businesses, such as the local utility company, and then to buy a new bucket of paint from the paint factory to restock its shelf. Those businesses, in turn, spend the money they earned from the hardware store to buy goods and services from still other local businesses, and so on.

Eventually, the last of the \$100 is spent outside of the community. It is considered to have 'leaked' out of the community, and it no longer has a local economic impact.

The **total** economic impact describes this full economic effect, starting with the theater's initial paint purchase and ending when the last of the \$100 leaks out of local economy. It is composed of the **direct** economic impact (the effect of the initial expenditure by the theater), as well as the **indirect** and **induced** economic impacts, which are the effects of the subsequent rounds of spending by businesses and individuals, respectively.

Interestingly, a dollar ripples very differently through each community, which is why an **input-output model will be customized specifically for the Greater Kingsport Area.**

## THE REQUIREMENTS OF STUDY PARTICIPATION

This research study will employ a national-state-local partnership strategy—one that we have used successfully for more than 25 years. This means that both Americans for the Arts and the Kingsport Office of Cultural Arts are required to accomplish certain tasks to ensure that the project is a success. It is also the primary reason that the project cost-sharing fee is so reasonable when compared to other sources of customized research with the same level of customization.

There are five primary requirements of each of our *Arts & Economic Prosperity 6* local study partners. Please consider their potential impact on the Office of Cultural Arts and your arts community. **This contract is not considered complete and approved unless ALL FIVE REQUIREMENTS are completed and initialed.** As you consider these requirements, it may be



helpful to review the expected project timeline that can be found in Appendix A of this contract (Page 16).

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## 1. Identify a Primary Project Contact Person

The Kingsport Office of Cultural Arts is required to name a project manager for the data collection effort. It could be you, a member of your staff, a member of your board/commission, or a volunteer. This person will act as a single point of contact for Americans for the Arts regarding the economic impact study. He/she will be responsible for the data collection effort being completed in an accurate and timely manner.

Name of Primary Contact: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
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## 2. Provide a Comprehensive List of Eligible Organizations

The Kingsport Office of Cultural Arts is required to create as comprehensive a list as possible of all eligible nonprofit arts and cultural organizations that are located within the Greater Kingsport Area (i.e., not just its members or grantees). Each listing must include:

- i. Name of the eligible organization, program, or facility
- ii. Mailing address
- iii. City
- iv. State
- v. County/parish (not country)
- vi. Name of a single primary contact person
- vii. One valid e-mail address for the primary contact person listed above
- viii. An appropriate National Taxonomy of Exempt Entities code (the NTEE classification system lists the type of organizations that are eligible to be included in the AEP6 analysis).

This list must be provided to Americans for the Arts as a Microsoft Excel spreadsheet. **Detailed instructions for how to develop the comprehensive list of eligible organizations located in the Greater Kingsport Area will be provided in the AEP6 Study Welcome Packet that all study partners will receive in December 2021. Americans for the Arts will also provide a Microsoft Excel template to ensure delivery of the list in the required format.**

- This list likely already exists. The vast majority of our past partners have used this study requirement as a method to clean and supplement their database. Additionally, most reported that they discovered a number of new eligible organizations that they did not know about previously.
- While we focus on “nonprofit” arts and cultural organizations, we know there are several types of organizations that play a substantial

role in the cultural life of the community—ones whose primary purpose is to promote participation in, appreciation for, and understanding of the visual, performing, folk, and media arts. These include government-owned or government-operated cultural facilities and institutions, municipal arts agencies and councils, private community arts organizations, unincorporated arts groups, living collections (such as zoos, aquariums, and botanical gardens), university presenters, and arts programs that are embedded under the umbrella of a non-arts organization or facility (such as a community center or church). In short, if it displays the characteristics of a nonprofit arts and cultural organization and has an identifiable budget/attendance and leadership, study partners are encouraged to include them. *Only for-profit businesses and individual artists are excluded from this study.*

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### **3. Assist with the Data Collection from Eligible Organizations**

Americans for the Arts will provide a proprietary *Arts & Economic Prosperity 6* Organizational Survey that will be distributed to all of the eligible arts and cultural organizations located in the Greater Kingsport Area. **Detailed instructions for how to assist with the survey effort will be provided in the AEP6 Study Welcome Packet that all study partners will receive in December 2021.**

- The Organizational Survey will be distributed electronically via email to all eligible organizations using Americans for the Arts' customizable survey software and secure research server. This will be a paperless process.
- The survey is designed to capture all of the key information that is required for this study's proprietary economic impact analyses including revenues, expenditures, attendance, in-kind contributions, staffing, and volunteerism. To put as much daylight as possible between the survey findings and COVID-19, the organizational survey will request information about each organization's fiscal year that will end during 2022 (organizations that have not closed their FY22 financials by the time they are completing the survey will be asked to provide estimates/projections).
- The survey is programmed with logic in order to make the survey path as appropriate and seamless as possible for the responding organizations. Revenue and expense categories will be customized based on each responding organization's budget size and legal status (e.g., nonprofit vs. government). Respondents will be able to save their answers at any time and return at a later date to finish the survey. Based on testing, the comprehensive version of the survey will take no more than 20 minutes to complete.
- Once the initial survey phase has been completed, we will activate an abbreviated version of the survey to all remaining non-participants. Based on testing, the abbreviated version of the survey will take no more than 7 minutes to complete.

- Finally, once the abbreviated phase has been completed, we will activate a “last-ditch” version of the survey that will include only four questions (total revenues, total expenditures, total attendance, and total volunteers/volunteer hours) in a final effort to include all eligible organizations in the study analysis. Based on testing, this final version of the survey will take no more than 2 minutes to complete.
- Once all data collection from eligible organizations is complete, Americans for the Arts will provide the Office of Cultural Arts with a status report that identifies the total operating budget and total attendance for each participating organization. The Office of Cultural Arts will review this status report and follow up with any participating organizations for which the numbers need to be confirmed.

It is important to note that economic impact is based on the number of dollars spent in your community, and we want to capture as many of those dollars as possible. Each eligible organization located in the Greater Kingsport Area is important. We understand, however, that the full cooperation of your arts community may be unrealistic. It is likely that some of the eligible organizations in the Greater Kingsport Area will decline to participate in the *Arts & Economic Prosperity 6* Organizational Survey. **We neither anticipate nor expect a 100 percent response rate.** For the purposes of the AEP6 study, **an adequate participation rate can be characterized as having collected the required information from all of the large and mid-sized organizations on your list of eligible organizations (based on operating budget and/or total attendance), and as many of the smaller organizations as possible.**

**REQUIREMENT:** Upon completion of the entire web-based effort described above, it will be the responsibility of the Office of Cultural Arts to provide the information requested by the “last-ditch” version of the survey (i.e., total revenues, total expenditures, total attendance, and total volunteers/volunteer hours) for any major and mid-sized organizations that declined to participate in the survey process. This will likely involve contacting the non-responding organizations by phone in order to solicit the required information. Alternatively, this information may be available through a secondary data source (e.g., database of grant applications, IRS Form 990s).

**ESTIMATE OF THE TIME REQUIREMENT FOR TASKS 2 & 3:**

We estimate that the Office of Cultural Arts will spend approximately 5 minutes per eligible organization. That estimate includes compiling and cleaning the list of eligible organizations located in the Greater Kingsport Area as well as following up with the organizations that decline to participate in the web-based survey. As an example, if there are 100 eligible organizations in the Greater Kingsport Area, we estimate that the Office of Cultural Arts’ staff and volunteers will spend a combined total of approximately 8 hours on this task throughout calendar year 2022. This work will take place during September 2022 to February 2023.

#### **4. Collect at least 800 Audience-Intercept Surveys**

Americans for the Arts will provide a proprietary audience-intercept survey instrument that is designed to measure the dollars spent by audience members as a direct result of their attendance to arts and cultural events that take place in the Greater Kingsport Area. The Kingsport Office of Cultural Arts is responsible for collecting a minimum of 800 of these surveys during calendar year 2022. ***These surveys will be gathered/collected throughout the entire year (January through December) and returned to Americans for the Arts on a quarterly basis for processing. Detailed instructions for how to collect the audience-intercept surveys will be provided in the AEP6 Study Welcome Packet that all study partners will receive in December 2021.***

The surveys are required to be audience-intercept surveys (i.e., they must be collected on-site either during the event or upon the conclusion of the event). The audience surveys may not be taken home from the event, emailed to attendees of previously completed events, or otherwise completed off-site from the performance/event/exhibit being surveyed.

Americans for the Arts will provide both a paper version of the survey as well as the link to an electronic version of the survey that can be used on a tablet computer such as an iPad. Up to half of the total sample of surveys may be collected electronically; at least one half must be collected using traditional paper surveys. In order to utilize the electronic version of the survey, the Office of Cultural Arts will be required to provide any necessary hardware (e.g., iPads or other tablet computers), as well as Internet access for the hardware (i.e., a data plan or Wi-Fi at the facility where the surveys are being collected). Americans for the Arts will provide a link to an electronic version of the audience-intercept survey that is customized for the Greater Kingsport Area. **Americans for the Arts will not be responsible for issues with Internet connectivity.** The Kingsport Office of Cultural Arts should always have paper surveys available to use as a backup method in case the electronic version of the survey is not successful at a given performance/event/exhibit.

A comprehensive data collection protocol will be included in the Study Welcome Packet to help the Office of Cultural Arts select an appropriately broad range of events at which to survey and to provide instructions on how to collect the audience-intercept surveys as efficiently and effectively as possible. In short, we expect audience surveys to be collected at a broad range of events (both paid and free activities that range across a variety of artistic disciplines).

#### **ESTIMATE OF THE TIME REQUIREMENT FOR TASK 4:**

We estimate that the Office of Cultural Arts will spend two minutes per completed audience-intercept survey during calendar year 2022. That estimate includes selecting the events to be surveyed, organizing the staff/volunteers to undertake the surveying process, actually collecting the surveys from attendees, and then returning paper surveys to Americans for the Arts. Based on the quota of 800 audience-intercept surveys to be

collected in the Greater Kingsport Area, we estimate that the Office of Cultural Arts' staff and volunteers will spend a combined total of approximately 27 hours on this task throughout calendar year 2022.

                      
*Initial above*

## **5. Pay the AEP6 Cost-Sharing Participation Fee**

Each *Arts & Economic Prosperity 6* study partner is required to pay a subsidized participation fee. This cost-sharing fee is calculated based on a variety of factors including the size of the region being studied, the number of organizations that are eligible to be surveyed, the number of audience-intercept surveys that are required for analysis, the complexity of the econometric modeling that is required, and more. The fee is applied to the costs associated with project management, data entry, data cleaning and analysis, the economic modeling, and the design, production, and delivery of the final reports and other ancillary resources. In addition to this cost-sharing study participation fee required of the Kingsport Office of Cultural Arts, it is important to note that this study for the Greater Kingsport Area is subsidized by a significant contribution by the Ruth Lilly Fund of Americans for the Arts. Finally, additional funding for this national study may be provided by other local, regional, state, and national partners and sponsors.

### **CAREFULLY REVIEW AND COMPLETE THE NEXT PAGE (Page 10).**

1. Review the BASE PARTICIPATION FEE for the Office of Cultural Arts.
2. Select any ADDITIONAL OPPORTUNITIES that the Office of Cultural Arts chooses to add to this contract. Detailed descriptions of the additional opportunities can be found in Appendix B on Pages 17-20 of this contract.
3. Calculate the TOTAL CONTRACT FEE for the Office of Cultural Arts by adding together the Base Fee plus the fees associated with any selected additional opportunities. Write the Total Contract Fee in the space provided.
4. Choose the Office of Cultural Arts' preferred PAYMENT SCHEDULE.

**A. REVIEW THE BASE STUDY PARTICIPATION FEE (required):**

Standard Cost-Sharing Fee for the Greater Kingsport Area	\$9,000
Statewide Partner Discount (at least 50% off the standard fee!)	— \$4,500
<u>Membership Discount (current membership status = Choice)</u>	<u>— \$150</u>

☒ **BASE PARTICIPATION FEE for the AEP6 STUDY** **\$4,350**

**B. SELECT ADDITIONAL OPPORTUNITIES (optional):**

Below is a list of additional opportunities that the Office of Cultural Arts may consider adding to this contract. **Detailed descriptions of these opportunities can be found in Appendix B on Pages 17-20 of this contract.** *If they are not included in this contract, it will be possible to add any of these opportunities at a later date.*

YES    NO

☐    ☐ **Order a Customized Economic Impact Website Calculator**    \$900

☐    ☐ **Order a Customized Analysis/Report for a Cultural District**    \$2,400

**Pre-Release “Readiness and Capacity Building” Tour**

☐    ☐ Virtual presentations only    \$1,200

**Post-Release “On the Road to Prosperity” Tour**

☐    ☐ Virtual presentations only    \$1,200

☐    ☐ In-Person visit to your community    \$1,950

**C. CALCULATE THE TOTAL CONTRACT FEE<sup>1</sup> (required):**

**Total Contract Fee for the Office of Cultural Arts**    \$ \_\_\_\_\_

**D. CHOOSE A PAYMENT SCHEDULE (required):**

There are two payment options, one of which provides the opportunity to spread the cost-sharing participation fee across multiple fiscal years.

☐ **Payment Option #1—Pay the contract fee in a lump sum.**

- Americans for the Arts will send an invoice for the entire contract fee to the Office of Cultural Arts after the approval of this contract.

☐ **Payment Option #2—Pay the project fee in three equal payments spread across three calendar years.**

- Americans for the Arts will send an invoice for the first installment to the Office of Cultural Arts after the approval of this contract.
- Americans for the Arts will send an invoice for the second installment on June 1, 2022. Payment will be due by July 31, 2022.
- Americans for the Arts will send an invoice for the final installment on June 1, 2023. Payment will be due by July 31, 2023.

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<sup>1</sup> *The Total Contract Fee is the Sum of the Base Participation Fee (Bullet A) Plus any Additional Opportunities (Bullet B)*



## AMERICANS FOR THE ARTS' RESPONSIBILITIES AND REQUIREMENTS

Americans for the Arts is committed to your success and the success of the *Arts & Economic Prosperity 6* national study. We have developed a rigorous research methodology to measure the economic impact of the nonprofit arts and cultural industry—one that has repeatedly proven to be credible and valid. To increase the quality of the research and the impact of the findings, we have identified strategic national partners to support the project. For example, the U.S. Conference of Mayors and the National Association of Counties are two important partners that will amplify the research by publishing articles and disseminating reports to our nation's mayors and county commissioners.

Specifically, Americans for the Arts will provide the Kingsport Office of Cultural Arts with all of the following products and services:

- 1. Training, Technical Assistance, and Support**

We will provide easy-to-understand methodologies, training, step-by-step instructions, and technical assistance so you can effectively and efficiently complete the data collection requirements. We will provide written protocols on how to conduct the audience-intercept surveys as well as successful survey follow-up strategies for those organizations that decline to participate in the organizational survey.

- 2. Survey Instruments for both Organizations and Audiences**

We will provide a customized and logic-driven web-based survey instrument for eligible nonprofit arts and cultural organizations, and we will provide a proprietary survey instrument for the collection of information from attendees to arts and cultural events. These surveys have been designed in partnership with our project economists and tested in nearly 500 communities around the U.S. In fact, Americans for the Arts has successfully collected more than 400,000 audience-intercept surveys from cultural attendees during the past 20 years.

- 3. Data Entry, Data Cleaning, Authentication, Tabulation, and Analysis**

Upon receipt of the completed surveys from both organizations and audiences we will computerize, clean, authenticate, and tabulate the survey data for analysis in our economic model.

- 4. State-of-the-Art Econometric Analysis**

Input-output analysis will be used to determine the economic impact of the nonprofit arts and cultural industry. An input-output model is a series of mathematical equations that combine economic theory and statistical methods to determine how the spending impacts local jobs, household income, and government revenue. We will customize an input-output model specifically for the Greater Kingsport Area.

- 5. Customized Deliverables for the Greater Kingsport Area**

In May 2023, Americans for the Arts will deliver the following products to the Office of Cultural Arts. All products will be delivered electronically using a private and secure web-based download folder.

- A **customized final report** on the economic impact findings for the Greater Kingsport Area (approximately 30 pages). This easy-to-use

report will describe the economic impact of the spending by nonprofit arts and cultural organizations and the induced spending by their audiences using both data tables and text. It will also include a description of the project methodology, frequently asked questions, frequently used terms, and quotes from elected officials and national business leaders. Finally, it will include an analysis of the demographic characteristics of the Greater Kingsport Area's cultural audiences. This report will be delivered as a Microsoft Word document, providing the opportunity for the Office of Cultural Arts to customize the report with quotes from its own local and state leaders.

- Both a **two-page summary** and a **one-page flyer** of the customized findings for the Greater Kingsport Area.
- The **AEP6 Playbook**, a calendar of prescribed monthly actions for each study partner to undertake throughout the study (and beyond) in order to encourage participation and/or promote the findings.
- An invitation for one staff member to attend and participate in a **complimentary one-day media training session** to take place in June 2022 (as a precursor to the Americans for the Arts' annual convention).
- Our *Arts & Economic Prosperity 6* **national report** including the national findings, a description of the study background and methodology, and approximately 500 pages of detailed data tables listing the itemized findings for all participating cities, counties, multi-county regions, and states.
- Our **summary report** of the national findings with background and methodology (approximately 20 pages).
- Our four-fold **brochure** highlighting the national findings.
- Our customizable **PowerPoint presentation** of the national findings with talking points and quotes from influential public and private sector leaders (just drop in the results for the Greater Kingsport Area and you will be ready to meet with your community's leaders!).
- A **sample press release** for use in preparing a customized release for your local and state media outlets.
- The **AEP6 Messaging Toolkit**, a "how-to" guide to the effective use of your economic impact findings that is based on the suggestions, recommendations, and best practices of previous study partners.

**IMPORTANT NOTE: All project materials will be delivered digitally.**

All printing and production requirements are the responsibility of the Office of Cultural Arts and its local community partners/sponsors, if applicable.

**6. Local and National Visibility and Advocacy**

Americans for the Arts will publicize the results of the national study and provide national and local visibility for your state and any participating local arts agencies. We will coordinate the release of all local and statewide study partners, providing the Office of Cultural Arts with the opportunity to capitalize on our national media messages.

## CONTRACTUAL CLAUSES

- *Arts & Economic Prosperity®* is a registered trademark of Americans for the Arts.
- The Organizational Survey and Audience-Intercept Survey and economic impact modeling techniques are proprietary and will remain the sole property of Americans for the Arts. The final report and other customized deliverables provided to the Kingsport Office of Cultural Arts are based on data or materials owned by Americans for the Arts and will remain the sole property of Americans for the Arts.
- The Kingsport Office of Cultural Arts shall be granted a perpetual, royalty-free license to utilize the findings from the study and the customized deliverables provided to the Kingsport Office of Cultural Arts for the purposes of evaluating, supporting, and advocating for arts and cultural programming within the Greater Kingsport Area.
- The Kingsport Office of Cultural Arts shall be granted perpetual, royalty-free license to disseminate the results from this *Arts & Economic Prosperity 6* economic impact study and is required to credit Americans for the Arts as the source of the analysis and findings in each instance.
- Americans for the Arts will retain all copyright to the finished products of *Arts & Economic Prosperity 6* that are delivered to the the Kingsport Office of Cultural Arts by Americans for the Arts.
- Americans for the Arts will retain the rights to use all completed Organizational Expenditure Survey raw data, Audience Expenditure Survey raw data, data analysis, and customized findings in connection with the work of Americans for the Arts in furtherance of its nonprofit mission.
- The raw Organizational Survey data collected from eligible nonprofit arts and cultural organizations that are located in the Greater Kingsport Area for the purpose of their participation in the *Arts & Economic Prosperity 6* study will be considered sensitive. This data will be collected by and stored on Americans for the Arts' secure survey research database. This data will not be shared with other study partners, the press, or the public without written consent from the Kingsport Office of Cultural Arts.
- The Kingsport Office of Cultural Arts is prohibited from changing the title of the study to anything other than *Arts & Economic Prosperity 6: The Economic Impact of Nonprofit Arts and Cultural Organizations and Their Audiences in the Greater Kingsport Area*. This title must appear in all print and online materials that are generated to promote and market the study including without limitation media releases, brochures, flyers, posters, handbills, web sites, web buttons, widgets, blogs, e-blasts, newsletters, or any other materials distributed to or seen by the public.
- The Kingsport Office of Cultural Arts is required to credit Americans for the Arts as the source of the analysis and findings from the *Arts & Economic Prosperity 6* study in all print and online materials that reference the study.
- The Kingsport Office of Cultural Arts is required to include the Americans for the Arts logo in all print and online materials that reference the *Arts & Economic Prosperity 6* study. Americans for the Arts will provide logo files appropriate for use online and in print to study partners.

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*Initial above*

## CONTRACTUAL CLAUSES *(continued)*

- The Kingsport Office of Cultural Arts is required to incorporate the approved credit line naming all of *Arts & Economic Prosperity 6*'s national and regional project funders/sponsors on all online and print materials that reference the *Arts & Economic Prosperity 6* study. The logo(s) of the national sponsor(s) of the study will also be required to be featured. Americans for the Arts will supply each study partner with the official credit line language and national/regional funder logo files.
- Americans for the Arts will deliver the final report for the Greater Kingsport Area in an editable Microsoft Word format. The Kingsport Office of Cultural Arts is prohibited from modifying the data findings in any way. The Kingsport Office of Cultural Arts may, however, make edits and additions to the Acknowledgments section of the report, add an introduction page written by a representative of the Kingsport Office of Cultural Arts, and add additional pull-quotes (or replace national pull-quotes with pull-quotes from local or statewide leaders).
- The Kingsport Office of Cultural Arts is prohibited from modifying the existing design of the final report that is delivered by Americans for the Arts. The Kingsport Office of Cultural Arts may, however, create an entirely new report design that incorporates different covers and different imagery. If a new design is created, the title must not be changed, and the Americans for the Arts logo must be displayed.
- Americans for the Arts may terminate this arrangement, including the Kingsport Office of Cultural Arts' status as a Study Partner, for good reason as determined by Americans for the Arts in its reasonable judgment.
- Americans for the Arts and the Kingsport Office of Cultural Arts do not intend to establish, and in fact do not hereby establish a partnership, joint venture, or agency relationship. Each party is responsible for the consequences of its own actions.
- To the extent that one party (the Indemnified Party) suffers or incurs liability, damages, or expense (including reasonable attorney fees) in defense of a third-party legal proceeding arising out of the negligence or other wrongful conduct of the other party (the Indemnifying Party), the Indemnifying Party shall indemnify and hold harmless the Indemnified Party for the same.
- Any dispute of any nature arising out of or under this contract which is not disposed of by the agreement of the parties shall be resolved by binding arbitration pursuant to the rules of the American Arbitration Association. Such arbitration will be conducted in Washington, DC, and District of Columbia law shall apply. Any decision or award may be submitted to a court of competent jurisdiction for enforcement. Notwithstanding the foregoing, either party may seek injunctive or similar relief in a court of law.

                      
*Initial above*

# STATEMENT OF AGREEMENT

## **For Americans for the Arts**

On behalf of Americans for the Arts, I look forward to our partnership on *Arts and Economic Prosperity 6: The Economic Impact of Nonprofit Arts and Cultural Organizations and Their Audiences in the Greater Kingsport Area*. We agree to comply with all of our requirements set forth herein.

Name: Benjamin Davidson

Title: Senior Director of Research Services

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

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

## **For the Office of Cultural Arts**

The Kingsport Office of Cultural Arts acknowledges that we have retained a copy of this Letter of Agreement. We agree to comply with all of our requirements set forth herein. I acknowledge that this contract is the sole governing agreement for these services. I confirm that I am authorized to execute and am executing this document on behalf of the Kingsport Office of Cultural Arts and in so doing legally bind the Kingsport Office of Cultural Arts. I further acknowledge that if the foregoing representation of authority is false, I shall be personally liable for all harm suffered by Americans for the Arts as a result of such misrepresentation.

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

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

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

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

**APPENDIX A:  
THE EXPECTED ARTS & ECONOMIC PROSPERITY 6 PROJECT TIMELINE**

DUE DATE	RESPONSIBLE PARTY	TASK REQUIRED
Spring/Summer 2021	Study Partners	Your signed project contract is due to Americans for the Arts (via DocuSign). The initial payment of one third of the cost-sharing participation fee is due to Americans for the Arts upon approval of the signed contract—we can be flexible with the payment schedule. <i>Contracts are available now.</i>
December 2021	Americans for the Arts	The Study Welcome Packet is mailed to you. It will include the survey instruments, the detailed instructions for the data collection effort, and methodology/background.
01-01-2022	Study Partners	The audience-intercept surveying commences at arts and cultural events taking place in your study region using the Audience Expenditure Survey.
04-15-2022	Study Partners	The first quarterly batch of Audience Expenditure Surveys is due to Americans for the Arts.
07-15-2022	Study Partners	The second quarterly batch of Audience Intercept Surveys is due to Americans for the Arts.
07-31-2022	Study Partners	Second payment of one third of the cost-sharing participation fee is due to Americans for the Arts.
07-31-2022	Study Partners	The comprehensive list of all eligible nonprofit arts and cultural organizations located in your study region is due to Americans for the Arts.
09-15-2022	Americans for the Arts	The comprehensive Organizational Expenditure Survey is disseminated to all eligible nonprofit arts and cultural organizations in your study region via Americans for the Arts' secure web-based survey platform.
10-15-2022	Study Partners	The third quarterly batch of Audience Expenditure Surveys is due to Americans for the Arts.
10-31-2022	Americans for the Arts	The deadline for the comprehensive Organizational Expenditure Survey to be submitted to Americans for the Art. The abbreviated version of the Organizational Expenditure Survey is distributed to organizations that did not respond.
12-01-2022	Study Partners	The deadline for the abbreviated version of the Organizational Expenditure Survey to be submitted by eligible nonprofit arts and cultural organizations. Initiation of the targeted follow-up efforts with non-responders.
01-15-2023	Study Partners	The fourth and final quarterly batch of Audience Expenditure Surveys is due to Americans for the Arts.
02-15-2023	Study Partners	The final deadline for completion of the data collection effort from the eligible nonprofit arts and cultural organizations located in your study region.
02-15-2023	Americans for the Arts	Data entry of all audience survey data is completed.
03-31-2023	Americans for the Arts	Data analysis and input-output modeling is completed.
05-31-2023	Americans for the Arts	Americans for the Arts sends a private URL to download your customized final report and other project materials.

To request a web-based contract via DocuSign, contact Ben Davidson ([bdavidson@artsusa.org](mailto:bdavidson@artsusa.org)).  
Alternatively, you may print/complete this document, scan/save it, and return it via email for approval.



## APPENDIX B: DETAILED DESCRIPTIONS OF THE ADDITIONAL OPPORTUNITIES

Americans for the Arts is pleased to offer the following “add-on” opportunities to our AEP6 local partners. Taken together, they are designed to increase the effectiveness of the Office of Cultural Arts’ participation in this national economic impact study. These opportunities are not part of the base study participation fee, and therefore they each require an additional fee.

### A. The PRE-Study “*Readiness & Capacity Building*” Tour (\$1,950)

#### **\*NEW FOR AEP6\***

Readiness is defined as a state of preparedness of persons, systems, or organizations to meet a situation and carry out a planned sequence of actions. This opportunity is designed to help AEP6 study partners “hit the ground running” upon receipt of their reports, enabling them to share and leverage the findings as broadly and as effectively as possible. The better the study partners understand their localized data, how to talk about it, and how to deliver its messages—to local government, business, community, and arts leaders—the greater impact of the study on the community and arts funding.

Some communities that have participated in previous Arts & Economic Prosperity studies may already be thinking about *new* ways to energize their arts community for the upcoming AEP6 study (to make AEP6 the most successful study yet). First time partners may be wondering where to begin. The “*Readiness & Capacity Building*” Tour—new for AEP6—is designed to provide support to partners in each scenario.

During 2021 and 2022 (i.e., before and during the data collection process for the AEP6 study), Randy Cohen, Vice President of Research and Policy, will embark on a series of visits to our study partner communities.

**For an additional speaker fee of \$1,950**, Randy Cohen will travel to the Greater Kingsport Area for up to 48 hours. He will participate in any and all meetings and presentations regarding the economic impact study that are arranged to take place during his visit. Successful activities can include:

- A formal announcement of the Office of Cultural Arts’ participation in the national Arts & Economic Prosperity 6 study (e.g., press conference, brunch or luncheon presentation, or cocktail reception)
- Meeting(s) with eligible arts and cultural organizations including a training on the data collection process and encouragement to participate
- A briefing with your board or commission members and/or funders on the value of the study and what to expect when the findings are released
- A meeting with elected leader(s) to whet their appetite and explain how the economic impact data can be used to supplement other research that supports investment in the arts
- Presentations and discussions with other important stakeholder groups (e.g., Chamber of Commerce, economic and community development agencies, etc.)
- Meetings with newspaper editorial board
- Newspaper, radio, and/or television interviews

He will coordinate his schedule in the manner that meets local needs and makes the most sense from a travel perspective. He would work directly with the Office of Cultural Arts to schedule his visit. He has good success accommodating preferred dates, but an alternative date is sometimes necessary. He will book his schedule on a “first come, first served” basis and according to his availability.

By adding the *Readiness and Capacity-Building Tour* to this AEP6 project contract, the Kingsport Office of Cultural Arts agrees to the following responsibilities:

- The Kingsport Office of Cultural Arts will schedule and plan all meetings and activities to take place during Randy’s visit to the Greater Kingsport Area. Randy can provide coaching, guidance, and suggestions.
- The Kingsport Office of Cultural Arts agrees to pay the *Readiness & Capacity Building* speaker fee of \$1,950 as part of this contract.
- **In addition, the Office of Cultural Arts agrees to reimburse Americans for the Arts for all applicable travel expenses incurred as a result of Randy Cohen’s visit** (e.g., airfare, rental car, lodging, meals). Americans for the Arts will issue an invoice to the Office of Cultural Arts for these travel-related expenses upon completion of the trip.
  - If you prefer, it may be possible for the Office of Cultural Arts to organize Randy’s travel with his approval and pay the associated costs directly.
- The Kingsport Office of Cultural Arts agrees to share all available photographs, video footage, and media attention from Randy’s visit with Americans for the Arts. In addition, Americans for the Arts may request that the Office of Cultural Arts write and submit a post for our ArtsBlog providing a local account of the meetings and presentations.

## **B. The POST-Study “*On the Road to Prosperity*” Tour (\$1,950)**

The findings for the *Arts & Economic Prosperity 6* national economic impact study—including your customized findings for the Greater Kingsport Area—will be embargoed until the national findings are released during the June 2023 Americans for the Arts Annual Convention. Following the convention, Randy Cohen, Vice President of Research and Policy, will once again embark on a series of visits to our study partner communities in order to participate in the release of their customized local, regional, and/or statewide findings. These visits, collectively, will make up the “*On the Road to Prosperity*” Tour.

During the first seven months following the AEP5 release in June 2017, Randy visited more than 75 AEP5 partner communities. The partners who Randy visited told us that it was invaluable to have Randy there to answer the tough questions and provide the national perspective. Below is a sample of the feedback received:

“Randy helped us use the AEP5 study to engage with our business community and local government in ways we had not been able to previously.”

“Randy’s visit improved our relationship with our city and county governments.”

“Randy's presence strengthened our position as a community leader in regional economic development dialogue, and as a result we expanded our reach with stakeholders and future partners.”

“Randy's energy is contagious, and he does a marvelous job connecting with various audiences!”

**For an additional speaker fee of \$1,950**, Randy Cohen will travel to the Greater Kingsport Area for up to 24 hours. He will participate in any and all meetings and presentations regarding the economic impact study that are arranged to take place during his visit. Successful activities from his previous economic impact visits have included:

- A formal announcement of the study findings for the Greater Kingsport Area (e.g., press conference, brunch or luncheon presentation, or cocktail reception)
- A study briefing with your board or commission members and/or funders
- A meeting with elected leader(s)
- Presentations to other stakeholder groups (e.g., Chamber of Commerce, economic and community development agencies, etc.)
- Meetings with newspaper editorial board
- Newspaper, radio, and/or television interviews
- A advocacy presentation to arts organizations to explain the study and how the findings can be used to support the arts in the Greater Kingsport Area

We anticipate that Randy will visit more than 75 AEP6 communities during the summer and fall of 2023 (and beyond). He will coordinate his schedule in the manner that meets local needs and makes the most sense from a travel perspective. He would work directly with the Office of Cultural Arts to schedule his visit. He has good success accommodating preferred dates, but an alternative date is sometimes necessary. He will book his schedule on a “first come, first served” basis and according to his availability.

By adding the *On the Road to Prosperity Tour* to this AEP6 project contract, the Office of Cultural Arts agrees to the following responsibilities:

- The Kingsport Office of Cultural Arts will schedule and plan all meetings and activities to take place during Randy’s visit to the Greater Kingsport Area. Randy can provide guidance and suggestions.
- The Kingsport Office of Cultural Arts agrees to pay the *On the Road to Prosperity Tour* speaker fee of \$1,950 as part of this contract.
- **In addition, the Office of Cultural Arts agrees to reimburse Americans for the Arts for all applicable travel expenses incurred as a result of Randy Cohen’s visit** (e.g., airfare, rental car, lodging, meals). Americans for the Arts will issue an invoice to the Office of Cultural Arts for these travel-related expenses upon completion of the trip.
  - If you prefer, it may be possible for the Office of Cultural Arts to organize Randy’s travel with his approval and pay the associated costs directly.
- The Kingsport Office of Cultural Arts agrees to share all available photographs, video footage, and media attention from Randy’s visit with Americans for the Arts. In addition, Americans for the Arts may request that the Office of Cultural Arts write and submit a post for our ArtsBlog providing a local account of the meetings and presentations.

### **C. Order an Economic Impact Calculator for your Website (\$900)**

Our *Arts & Economic Prosperity 6* final report for the Greater Kingsport Area will include a “Calculator” chapter that provides step-by-step instructions for calculating the economic impact of any individual organization (or group of organizations).

**For an additional fee of \$900**, Americans for the Arts will deliver to the Office of Cultural Arts a customized online economic impact calculator based on the study findings for the Greater Kingsport Area. The calculator will be hosted on an Americans for the Arts web server. A link will be provided to the Office of Cultural Arts that can be placed on any website or in any electronic or printed materials. It will be branded with the logo for the Office of Cultural Arts. The calculator will be based on the input-output model that our project economist will customize specifically for the Greater Kingsport Area, allowing any individual organization or group of organizations located in the Greater Kingsport Area to generate an accurate estimate of their economic impact. The online calculator can also be used by the Office of Cultural Arts to generate updated impact estimates in the years that immediately follow the publication of the AEP6 study (our economic impact models have a shelf life of approximately five years).

### **D. Order a Customized Analysis/Report for a Cultural District (\$2,400)**

Cultural districts are defined as well-recognized, labeled areas within a local community in which a high concentration of cultural facilities and programs serve as the main anchor of attraction. They help strengthen local economies, create an enhanced sense of place, and deepen local cultural capacity.

**For an additional fee of \$2,400**, Americans for the Arts will deliver to the Office of Cultural Arts a separate customized final report on the economic impact of a cultural district located in the Greater Kingsport Area (if applicable). This analysis will be based on the organizational and audience data that are collected from organizations and events that are located within the defined perimeter of the cultural district. The Kingsport Office of Cultural Arts will be responsible for identifying the organizations that should be included in this separate cultural district analysis. Additionally, audience surveys will need to be coded specifically to identify that they were collected from events that occurred within the cultural district. Finally, a modest oversample of audience surveys may be required from events that take place within the cultural district.



## AGENDA ACTION FORM

### Accept a Monetary Donation for the Upgrade of J. Fred Johnson Stadium Lights and Sound Systems

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

Action Form No.: AF-347-2021  
 Work Session: December 6, 2021  
 First Reading: N/A

Final Adoption: December 7, 2021  
 Staff Work By: David Frye  
 Presentation By: D. Frye

#### Recommendation:

Approve the Resolution

#### Executive Summary:

A Kingsport citizen desires to make two monetary donation to Kingsport City Schools in the amount of \$600,000.00. The intended purpose of this donation is to assist in funding upgrades to the light and sound system at J. Fred Johnson stadium. A separate ordinance will be presented to appropriate these funds.

#### 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: *dw*

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

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

A RESOLUTION ACCEPTING A MONETARY DONATION FOR  
UPGRADES TO THE LIGHT AND SOUND SYSTEMS AT J. FRED  
JOHNSON STADIUM

WHEREAS, a Kingsport citizen desires to make two monetary donations to Kingsport City Schools; and

WHEREAS, the intended purpose of these donations is to assist in funding upgrades to the light and sound systems at J. Fred Johnson stadium; and

WHEREAS, the first donation is in the amount of \$300,000 and the second donation is in the amount of \$300,000 for a total donation of \$600,000.

Now therefore,

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

SECTION I. That the monetary donation to the city from a citizen, in the total amount of \$600,000, is accepted.

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 7th day of December, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-134)

<b>1. Public Entity:</b>	
Name:	<u>City of Kingsport, Tennessee</u>
Address:	<u>415 Broad Street</u>
	<u>Kingsport, Tennessee 37660</u>
Debt Issue Name:	<u>General Obligation Public Improvement Bonds, Series 2021</u>
<small>If disclosing Initially for a program, attach the form specified for updates, indicating the frequency required.</small>	

<b>2. Face Amount:</b>	<u>\$ 17,760,000.00</u>
Premium/Discount:	<u>\$ 1,745,426.75</u>

<b>3. Interest Cost:</b>	<u>1.8350 %</u>	<input checked="" type="checkbox"/> Tax-exempt	<input type="checkbox"/> Taxable
<input checked="" type="checkbox"/> TIC	<input type="checkbox"/> NIC		
<input type="checkbox"/> Variable:	Index _____ plus _____ basis points; or		
<input type="checkbox"/> Variable: Remarketing Agent	_____		
<input type="checkbox"/> Other:	_____		

<b>4. Debt Obligation:</b>		
<input type="checkbox"/> TRAN	<input type="checkbox"/> RAN	<input type="checkbox"/> CON
<input type="checkbox"/> BAN	<input type="checkbox"/> CRAN	<input type="checkbox"/> GAN
<input checked="" type="checkbox"/> Bond	<input type="checkbox"/> Loan Agreement	<input type="checkbox"/> Financing Lease
<small>If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Division of Local Government Finance ("LGF").</small>		

<b>5. Ratings:</b>	
<input type="checkbox"/> Unrated	
Moody's <u>Aa2</u>	Standard & Poor's <u>AA</u> Fitch _____

<b>6. Purpose:</b>	
	<b>BRIEF DESCRIPTION</b>
<input checked="" type="checkbox"/> General Government	<u>56.50 %</u> <u>various public works projects</u>
<input type="checkbox"/> Education	_____ % _____
<input checked="" type="checkbox"/> Utilities	<u>43.50 %</u> <u>water and sewer system</u>
<input type="checkbox"/> Other	_____ % _____
<input type="checkbox"/> Refunding/Renewal	_____ % _____

<b>7. Security:</b>	
<input checked="" type="checkbox"/> General Obligation	<input type="checkbox"/> General Obligation + Revenue/Tax
<input type="checkbox"/> Revenue	<input type="checkbox"/> Tax Increment Financing (TIF)
<input type="checkbox"/> Annual Appropriation (Financing Lease Only)	<input type="checkbox"/> Other (Describe): _____

<b>8. Type of Sale:</b>	
<input checked="" type="checkbox"/> Competitive Public Sale	<input type="checkbox"/> Interfund Loan _____
<input type="checkbox"/> Negotiated Sale	<input type="checkbox"/> Loan Program _____
<input type="checkbox"/> Informal Bid	

<b>9. Date:</b>	
Dated Date: <u>11/19/2021</u>	Issue/Closing Date: <u>11/19/2021</u>

**REPORT ON DEBT OBLIGATION**

(Pursuant to Tennessee Code Annotated Section 9-21-134)

**10. Maturity Dates, Amounts and Interest Rates \*:**

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2023	\$ 580,000.00	5.0000 %	2034	\$ 955,000.00	3.0000 %
2024	\$ 620,000.00	5.0000 %	2035	\$ 980,000.00	3.0000 %
2025	\$ 645,000.00	5.0000 %	2036	\$ 1,010,000.00	2.0000 %
2026	\$ 680,000.00	5.0000 %	2037	\$ 1,035,000.00	2.0000 %
2027	\$ 715,000.00	5.0000 %	2038	\$ 1,050,000.00	2.0000 %
2028	\$ 755,000.00	5.0000 %	2039	\$ 1,080,000.00	2.0000 %
2029	\$ 780,000.00	5.0000 %	2040	\$ 1,095,000.00	2.0000 %
2030	\$ 830,000.00	4.0000 %	2041	\$ 1,115,000.00	2.0000 %
2031	\$ 870,000.00	3.0000 %	2042	\$ 1,145,000.00	2.1250 %
2032	\$ 895,000.00	3.0000 %		\$	%
2033	\$ 925,000.00	3.0000 %		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

\* This section is not applicable to the Initial Report for a Borrowing Program.

**11. Cost of Issuance and Professionals:**☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 49,250	Raymond James & Associates, Inc.
Legal Fees	\$ 0	
Bond Counsel	\$ 35,000	Adams and Reese LLP
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 700	U.S. Bank National Association
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 43,475	Moody's; S&P Global Ratings
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount <u>0.40</u> %		
Take Down	\$ 71,425	KeyBanc Capital Markets
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 1,500	I-Deal Prospectus
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs	\$ 717	Cusip
<b>TOTAL COSTS</b>	<b>\$ 202,067</b>	

**REPORT ON DEBT OBLIGATION**

(Pursuant to Tennessee Code Annotated Section 9-21-134)

**12. Recurring Costs:**☐ No Recurring Costs

Remarketing Agent  
 Paying Agent / Registrar  
 Trustee  
 Liquidity / Credit Enhancement  
 Escrow Agent  
 Sponsorship / Program / Admin  
 Other \_\_\_\_\_

**AMOUNT**  
 (Basis points/\$)

700

**FIRM NAME**  
 (If different from #11)

U.S. Bank National Association

**13. Disclosure Document / Official Statement:**☐ None Prepared☒ EMMA link<https://emma.msrb.org/P21511120-P21168998-P21584566.pdf> or☐ Copy attached**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☒ Yes☐ No

Is there a continuing disclosure obligation agreement related to this debt?

☒ Yes☐ NoIf yes to either question, date that disclosure is due June 30Name and title of person responsible for compliance Lisa E. Winkle, City Recorder/CFO**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy

11/15/2011

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy \_\_\_\_\_

Date of Letter of Compliance for derivative \_\_\_\_\_

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes☐ No**17. Submission of Report:**

To the Governing Body:

on 11/19/2021and presented at public meeting held on 12/07/2021

Copy to Director, Division of Local Govt Finance:

on 12/08/2021

either by:

☐ Mail to:

OR

☒ Email to:

Cordell Hull Building  
 425 Rep. John Lewis Parkway N., 4th Floor  
 Nashville, TN 37243-3400

LGF@cot.tn.gov**18. Signatures:**Patrick W. Shull

AUTHORIZED REPRESENTATIVE

PREPARER

Name Patrick W. ShullTitle MayorFirm City of Kingsport, TennesseeEmail PatrickShull@kingsporttn.govDate 11/19/2021Cynthia M. Barnett, Esq.Bond CounselAdams and Reese LLPcindy.barnett@arlaw.com11/19/2021