



## **AGENDA**

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

**Monday, November 15, 2021, 4:30 p.m.  
City Hall, 415 Broad Street, Boardroom**

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

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

#### **Leadership Team**

Chris McCartt, City Manager  
Michael Borders, Assistant City Manager  
J. Michael Billingsley, City Attorney  
Scott Boyd, Fire Chief  
John Morris, Budget Director  
Adrienne Batara, Public Relations Director  
John Rose, Economic Development Director

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

1. Call to Order
2. Roll Call
3. KEDB/NETWORKS Quarterly Update - Craig Denison & Clay Walker
4. Risk Management Update – John Burkholder
5. Review of items on November 16, 2021 Business Meeting Agenda
6. Adjourn

**Next Work Session, Monday, December 6, 2021**

## BMA Report, November 16, 2021



### **Kingsport Employee Wellness, Michael Borders**

	01/01/2021 – 10/31/21	11/01/2021 – 10/9/2021
<b>Total Utilization</b>	<b>86.9%</b>	<b>90.2%</b>
City – Active Employees	65.6%	66.5%
City – Dependents	29.4%	28.4%
City – Retirees	0.2%	0.0%
Extended-Patient Services/Other	0.1%	0.4%
Work Comp	0.5%	0.0%
No Show	4.2%	4.7%

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

For the month of October 2021, the City had four workers' compensation claims, none of the injured workers lost time and all returned to work after an initial examination with no or limited duty restrictions. Kingsport City Schools had one claim, it did not cause lost time and the employee has returned to full duty.



# City of Kingsport

November 16, 2021

## Project Status in Pictures

### 1 Area 35 Paving

*Paving crews are working to complete this area before weather becomes uncooperative for paving.*

### 3 Lochwood Drainage Project

*The access road to the basin has been graded and subgraded has been placed with paving happening next.*

### 2 Legacy Trail

*Another portion of the trail has been graded with the project hopefully wrapping up this month.*

### 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	Received comments back from TDOT regarding NEPA document submittal. Consultant will begin making revisions and providing additional information for resubmittal.
\$3,000,000.00	Chad Austin	<b>Water Meter Replacement</b>	Replacement and upgrade of water meters. Meters were installed around 2009 and the batteries are now beginning to fail. The new meters will allow us to take readings over the air, upgrading our drive by reading system.	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	Site work and utility installation are nearing completion. Site is ready for the Skate Park equipment specialist to begin.
\$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	Contractor started paving Alpine Trail and Breckenridge Trace on 11/1.
\$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
\$213,312.00	Chad Austin	<b>Lochwood Stormwater Improvements</b>	Stormwater improvements in the Lochwood Area.	11/13/2021	Stone is currently being placed on the access road. Asphalt paving of the driveway header/entrance and grass seeding expected to be completed by November 12.
\$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.		Holm Courts was the low bid. Project is working through contract phase.
\$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.	3/4/2022	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)		Architect finalizing plans and specs.
	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>			Preparing contract documents for March 2022 road repair and paving project.
	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		Preparing bid and coordinating with Eastman. Will bid project once bond money is available and coordination completed.
	Rob Cole	<b>Bays Mountain Heritage/Legacy Trail (50th Anniversary)</b>	Construction of new mountain bike/hiking trail at Bays Mountain Park.	12/31/2021	Approximately 1.3 miles are complete. Trail construction construction has moved through and past intersection with the Fire Tower Trail.
	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, November 16, 2021, 7:00 p.m.  
City Hall, 415 Broad Street, Boardroom**

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

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

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

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Dale Phipps, Police Chief  
Scott Boyd, Fire Chief  
John Morris, Budget Director  
John Rose, Economic Development Director

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

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

#### **II.B INVOCATION – Pastor Greg Burton, Colonial Heights Baptist Church**

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

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

1. Recognition of Dr. Mickey Spivey (Chief Boyd)
2. Tennessee Public Works Association Project of the Year – Ryan McReynolds (Vice Mayor George)

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

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



2. Appointment to Emergency Communication District / E-911 Board (AF:319-2021) (Mayor Shull)
  - Appointment
3. Appointments to Public Art Committee (AF:318-2021) (Mayor Shull)
  - Appointment

**V. APPROVAL OF MINUTES**

1. Work Session – November 1, 2021
2. Business Meeting – November 2, 2021

**VI. COMMUNITY INTEREST ITEMS**

**A. PUBLIC HEARINGS**

None

**COMMENT**

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

**B. BUSINESS MATTERS REQUIRING FIRST READING**

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

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Appropriate \$25,907.00 from the Department of Justice, Office of Justice Program's FY '21 Edward Byrne Memorial Justice Assistance Grant Program (AF:302-2021) (Dale Phipps)
  - Ordinance – Second Reading and Final Adoption
2. Appropriate \$8,450.00 from the USDOJ/Office of Justice Programs, FY '21 Bulletproof Vest Partnership Funding (AF:303-2021) (Dale Phipps)
  - Ordinance – Second Reading and Final Adoption
3. Amending Code Section 98-530 Relating to Impounding Vehicles (AF:311-2021) (Chris McCartt)
  - Ordinance – Second Reading and Final Adoption
4. Budget Adjustment Ordinance for the General Project Fund and General Projects-Special Revenue Fund in FY22 (AF:314-2021) (Chris McCartt)
  - Ordinance – Second Reading and Final Adoption

**D. OTHER BUSINESS**

Pulled 11/15/21

- ~~1. Approving the Award of 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)~~
  - ~~• Resolution~~
2. Approval of Lease Agreement for Space at 225 W. Center Street to Create Appalachia (AF:325-2021) (Chris McCartt/John Rose)
  - Resolution
3. Approving a Sealed Proposal from Assured Partners for Excess Workers' Compensation Insurance Coverage (AF:320-2021) (John Burkholder)
  - Resolution
4. Approving a Sealed Proposal from McGriff Insurance Services for Property Insurance Covering City-Owned Buildings (AF:321-2021) (John Burkholder)
  - Resolution
5. Authorizing the Mayor to 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)
  - Resolution
6. Approve to Change Orders above the Contingency Amount Allocated for Scott Adams Memorial Skate Park (AF:309-2021) (Michael Borders)
  - Resolution

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

**VII. CONSENT AGENDA**

1. Consent to Subcontract Work on Behalf of Redflex Traffic Systems, Inc. (AF:326-2021) (Dale Phipps)
  - Resolution
2. Amend Contract with Mark III to Renew for One More Year (AF:316-2021) (Michael Wessely)
  - Resolution
3. Approve Lease Agreement with H.O.P.E. for Space at Lynn View Community Center (AF:327-2021) (Michael Borders)
  - Resolution
4. A Resolution Authorizing the Mayor to Execute an Amendment to the Agreement With St. Andrew's Parish Parks & Playground Commission d/b/a eTrak Terminating the Parties Agreement (AF:329-2021) (Michael Borders)
  - Resolution

## **VIII. COMMUNICATIONS**

### **A. City Manager**

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

### **B. Mayor and Board Members**

### **C. Visitors**

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

## **IX. ADJOURN**





## AGENDA ACTION FORM

### Appointment to Kingsport Housing and Redevelopment Authority

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

Action Form No.: AF-317-2021  
 Work Session: November 15, 2021  
 First Reading: N/A

Final Adoption: November 16, 2021  
 Staff Work By: Mayor Shull  
 Presentation By: Mayor Shull

### Recommendation:

Approve Appointment.

### Executive Summary:

It is recommended to reappoint Seth Jervis to the Kingsport Housing and Redevelopment Authority (KHRA). If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are five years with no term limit. The board is comprised of five (5) members within the KHRA jurisdiction.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Larry Estepp	4/30/24	2	KHRA Jurisdiction
Linda Calvert	2/28/25	4	KHRA Jurisdiction
Esther Rodolphe	3/31/24	2	KHRA Jurisdiction
Seth Jervis	2/28/22	1	KHRA Jurisdiction
Tony Jennings	2/28/23	4	KHRA Jurisdiction

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Larry Estepp	4/30/24	2	KHRA Jurisdiction
Linda Calvert	2/28/25	4	KHRA Jurisdiction
Esther Rodolphe	3/31/24	2	KHRA Jurisdiction
Seth Jervis	2/28/27	2	KHRA Jurisdiction
Tony Jennings	2/28/23	4	KHRA Jurisdiction

### Attachments:

None

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



## AGENDA ACTION FORM

### Appointment to Emergency Communication District / E-911 Board

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

Action Form No.: AF-319-2021  
 Work Session: November 15, 2021  
 First Reading: N/A

Final Adoption: November 16, 2021  
 Staff Work By: Todd Harrison  
 Presentation By: Mayor Shull

**Recommendation:**  
 Approve Appointment

### **Executive Summary:**

It is recommended to appoint Jeff Fleming to the Emergency Communication District / E-911 Board. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are four years with no term limit. The board is comprised of nine (9) members, Fire Chief, Police Chief and seven (7) at-large members who retain or reside in the Kingsport Communication District.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Mike McIntire	12/31/23	1	At-large
Kenneth Calvert	12/31/23	6	At-large
Margaret Denton	12/31/24	3	At-large
James Everhart	12/31/24	Fulfilling an unexpired term	At-large
Mickey Spivey	12/31/23	1	At-large
Tom Segelhorst	12/31/21	1	At-large
Vivian Crymble	12/31/21	4	At-large

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Mike McIntire	12/31/23	1	At-large
Kenneth Calvert	12/31/23	6	At-large
Margaret Denton	12/31/24	3	At-large
James Everhart	12/31/24	Fulfilling an unexpired term	At-large
Mickey Spivey	12/31/23	1	At-large
Jeff Fleming	12/31/25	1	At-large
Vivian Crymble	12/31/25	5	At-large

### **Attachments:**

1. Jeff Fleming Bio

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

**Jeff Fleming**  
**BIO 2021**

Jeff Fleming retired in 2019 as City Manager of Kingsport, Tennessee after 35 years' service to his hometown. Since then, he has stayed busy with granddaughters Kylee (3) and Blair (9 months) and completed assignments as co-chair of the United Way Signature Club with Cristi, his wife of 36 years, Parks & Recreation Master Plan board, PETWORKS board, Census Complete Count committee, Republicans of Kingsport board, and the successful fundraising initiative for the Lincoln School Playground project.

He works extensively with the Move To Kingsport program, answering newcomers' questions and facilitating relocations. He also serves as the voluntary administrator for the Kingsport City Schools Education Foundation.

He currently serves on the Kingsport Community Foundation board, Fun Fest board, Friends of the Archives board, Bays Mountain's 50<sup>th</sup> Anniversary board, Brickyard Park steering committee, Branch House board (Sullivan County's domestic violence program).

He is also a longtime deliverer of Meals On Wheels, is co-chairing the United Way's Homeless Coalition, and serves on the United Way's HOPE for Racial Equity group

One of Jeff's favorite quotes is, "People don't care how much you know until they know how much you care."

He is a member of Rotary Club of Kingsport and was awarded an honorary lifetime membership to Kiwanis Club of Kingsport upon his retirement.



## AGENDA ACTION FORM

### Appointments to Public Art Committee

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

Action Form No.: AF-318-2021  
 Work Session: November 15, 2021  
 First Reading: N/A

Final Adoption: November 16, 2021  
 Staff Work By: Hannah Powell  
 Presentation By: Mayor Shull

### Recommendation:

Approve Appointments

### Executive Summary:

It is recommended to reappoint Joshua Reid and to appoint Jennifer Adler and Deborah Mullins to the Public Art Committee. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with no term limit. The board is comprised of eight (8) at-large members who may be considered from the Arts Council of Greater Kingsport, DKA Assoc. or the Park & Recreation Advisory Committee.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Suzanne Barrett Justis	7/31/23	1	At-large
Shelburne Ferguson	7/31/21	1	At-large
Joshua Reid	7/31/21	1	At-large
Brad Hoover	7/31/22	4	Parks & Rec. Rep.
Lynn James	7/31/23	1	At-large
Bruce Shine	7/31/22	6	At-large
Joe Zoeller	7/31/22	1	Art Organization Rep.
Laura Feagins	7/31/21	1	At-large

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Suzanne Barrett Justis	7/31/23	1	At-large
Deborah Mullins	7/31/24	1	At-large
Joshua Reid	7/31/24	2	At-large
Brad Hoover	7/31/22	4	Parks & Rec. Rep.
Lynn James	7/31/23	1	At-large
Bruce Shine	7/31/22	6	At-large
Joe Zoeller	7/31/22	1	Art Organization Rep.
Jennifer Adler	7/31/24	1	At-large

### Attachments:

1. Jennifer Adler Bio
2. Deborah Mullins Bio

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

## **Jennifer Axsom Adler**

Jennifer Axsom Adler is an educator and leader committed to community development, collaborative leadership, and change. In her current role as Associate Director of the Roan Scholars Leadership Program at East Tennessee State University (ETSU), she leads programming and student development. She is passionate about empowering students to pursue engaged lives of meaning and purpose and inspiring them to use their skills, abilities, and leadership to improve the lives of others.

She is also an experienced public servant, having been elected to the Board of Mayor and Aldermen in Kingsport, Tennessee in 2017. That position provided exposure to economic development, facilitating public-private partnerships, building diverse coalitions, and grant-making processes. She also has extensive board experience, as she currently serves with non-profits focused on STEM education, innovation, girl empowerment, and community health.

A first-generation college student originally from Bloomington, Indiana, she graduated Phi Beta Kappa from Harvard College with an A.B. in Government. She went on to earn an M.A. and Ph.D. in Religion from Vanderbilt University, with a focus on American religious history. She teaches courses in religion and history at ETSU, and her training in religion informs her approach to leadership, including the importance of purpose, passion, integrity, ethics, and wellbeing. She speaks regularly at national, regional, and local events on leadership, student success, American religious history, and religious diversity.



Deborah Mullins grew up in Kingsport and received her Bachelor's from East Tennessee State University and her Masters from the University of Tennessee. She taught in Blount County for three years before moving back to Kingsport in 2008 where she continued to teach at Dobyns-Bennett for another six years. Deborah took a leave from her teaching career in 2014 to care for her then 97-year-old grandfather, and after getting him on the mend she was invited to work for his assisted living facility.

She thoroughly enjoyed her time spent with the elders of our community, where she worked for over three years, while also serving on United Way of Greater Kingsport's Supporting Aging with Choices Vision Council. Deborah then accepted the role of Executive Director for a local nonprofit medical and dental clinic. During this time, she was a member of United Way of Greater Kingsport's Health, Safety, and Stability Vision Council.

After stepping away from the clinical nonprofit sector, Deborah joined the Sullivan County Sheriff's Office in a civilian role towards the end of 2020. Deborah is thrilled at the opportunity to serve our local law enforcement in a Community Relations and Public Information capacity.

In her spare time, Deborah has also served as Secretary for the Kingsport Neighborhood Commission for four years (rolling off at the end of this year) and is currently President-Elect for Rotary Club of Kingsport. Being an active volunteer throughout our community, she enjoys participating in projects like Keep Kingsport Beautiful's Clean Sweep, building the backyard fence and playground for the Isaiah 117 House of Sullivan County, and learning to help bake French macarons for New Maven Macs out of the kitchen at Bellafina Chocolates. As a mom to two litter-mate sister pups, Deborah also appreciates her time spent on the PetWorks Advisory Council.

With the potential to work with Kingsport's Public Art Committee, Deborah looks forward to volunteering in a new capacity with her Kingsport neighbors.

Deborah Mullins  
423-429-3676  
[debjdaugherty@gmail.com](mailto:debjdaugherty@gmail.com)



Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, November 1, 2021, 4:30 PM  
City Hall, Boardroom, 415 Broad Street

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

City Administration  
Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
Michael Borders, Assistant City Manager  
Mike Billingsley, City Attorney  
Bart Rowlett, Assistant City Attorney  
Lisa Winkle, City Recorder/Treasurer  
Angie Marshall, City Clerk/Deputy City Recorder  
Scott Boyd, Fire Chief  
Dale Phipps, Police Chief  
John Morris, Budget Officer  
Ken Weems, Planning Manager  
John Burkholder, Risk Manager  
Jessica Harmon, Assistant to City Manager  
Adrienne Batara, Public Relations Director

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** City Recorder Winkle.
3. **CENSUS PRESENTATION.** Susan Licate and Ronald Williams presented information via zoom regarding the census results and how to best utilize the information and retrieve data provided on their website. Some discussion followed.
4. **NEIGHBORHOOD COMMISSION QUARTERLY REPORT.** Jamie Jackson provided details on this item, highlighting recent events and projects.
5. **REVIEW OF AGENDA ITEMS ON THE NOVEMBER 2, 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 1, 2021**

**VI.B.3 Change Date of Municipal Elections to Coincide with the August General Election and Extend the Terms of Office (AF: 312-2021).** Mayor Shull presented this item for discussion, noting benefits of moving the election from May saves the city money, provides greater turnout and gives the board the option to move it back if they so desired. Alderman Montgomery asked about the pending state legislation regarding the school board and partisan elections and this could affect city elections. City Attorney Billingsley provided further details. There was considerable discussion and the item was pulled from the agenda until the state legislation was passed.

**VI.D.6 Contract for Purchase of Software from CivicPlus Pursuant to the U.S. General Services Administration Cooperative Purchasing Program (AF: 304-2021).** Assistant City Manager Borders gave a presentation on this item, describing the process for choosing software with the appropriate capabilities and features to best benefit the city. He noted additional functions that benefit the citizen include a calendar and easy sign in options.

City Recorder Winkle provided information on city taxes at the request of Vice-Mayor George, noting the notices were mailed out last week.

**6. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:07 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 2, 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 Paul Montgomery
Alderman Betsy Cooper	Alderman Tommy Olterman
Alderman Darrell Duncan	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**

**II.B. INVOCATION:** Pastor Adam Love, Mafair United Methodist Church.

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

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

1. Greenbelt Award – Alderman Duncan.

**IV.B. APPOINTMENTS.** None.

**V. APPROVAL OF MINUTES.**

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

- A. October 18, 2021 Regular Work Session
- B. October 19, 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.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 2, 2021**

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

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

Motion/Second: George/Phillips, to pass:

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 first reading: All present voting "aye."

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

Motion/Second: Duncan/Montgomery, to pass:

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 first reading: All present voting "aye."

**~~3. Change Date of Municipal Elections to Coincide with the August General Election and Extend the Terms of Office (AF: 312-2021) (Mayor Shull).~~** This item was pulled from the agenda on 11/2/21.

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

Motion/Second: George/Olterman, to pass:

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

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

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

Motion/Second: Montgomery/Duncan, to pass:

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

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



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 2, 2021**

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

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

Motion/Second: George/Montgomery, to pass:

**ORDINANCE NO. 6971**, AN ORDINANCE TO AMEND GENERAL PROJECT FUND, GENERAL PROJECTS-SPECIAL REVENUE FUND, AND GENERAL FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: Cooper/George, to pass:

**ORDINANCE NO. 6972**, 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, Montgomery, Olterman, Phillips and Shull voting "aye."

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

Motion/Second: Duncan/Olterman, to pass:

**ORDINANCE NO. 6973**, AN ORDINANCE TO AMEND VARIOUS PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: George/Phillips, to pass:

**ORDINANCE NO. 6974**, AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE EVARTS VALLEY MATERIALS AGREEMENT PROJECTS (WA2253 AND SW2253); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 2, 2021**

**D. OTHER BUSINESS.**

**1. Award Shelving Purchase for New Archives Utilizing Sourcewell Purchasing Agreement** (AF: 306-2021) (Michael Borders).

Motion/Second: Montgomery/Cooper, to pass:

**Resolution No. 2022-086**, RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO SOURCEWELL COOPERATIVE PURCHASING FOR SHELIVING FOR THE ARCHIVES IN THE NEW CITY HALL

Passed: All present voting "aye."

**2. Accept Donation of E-Readers for the Library** (AF: 307-2021) (Michael Borders)

Motion/Second: Duncan/Cooper, to pass:

**Resolution No. 2022-087**, A RESOLUTION ACCEPTING A DONATION OF E-READERS FROM THE FRIENDS OF THE KINGSFORT PUBLIC LIBRARY

Passed: All present voting "aye."

**3. Award Furniture Purchase for New Fire Training Ground Facility Utilizing Sourcewell Cooperative Purchasing Agreement** (AF: 308-2021) (Scott Boyd).

Motion/Second: Phillips/Montgomery, to pass:

**Resolution No. 2022-088**, RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO SOURCEWELL COOPERATIVE PURCHASING FOR FURNITURE FOR THE NEW FIRE TRAINING GROUND FACILITY

Passed: All present voting "aye."

**4. Authorize Mayor to Execute Various Subrecipient Agreements** (AF: 305-2021) (Jessica McMurray).

Motion/Second: Montgomery/George, to pass:

**Resolution No. 2022-089**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE PARTNER AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS WHICH ALLOCATE COMMUNITY DEVELOPMENT BLOCK GRANT CARES FUNDING IN FISCAL YEAR 2021-2022

Passed: All present voting "aye."

**5. Request to Purchase Permanent Easement from Tennessee Valley Authority for Sewer Lift Station Replacement** (AF: 313-2021) (Ryan McReynolds).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 2, 2021**

Motion/Second: Olterman/Duncan, to pass:

**Resolution No. 2022-090**, A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE A PERMANENT EASEMENT FROM THE TENNESSEE VALLEY AUTHORITY IN ORDER TO REPLACE A SEWER LIFT STATION; AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE EASEMENT AGREEMENT

Passed: All present voting “aye.”

**6. Contract for Purchase of Software from CivicPlus Pursuant to the U.S. General Services Administration Cooperative Purchasing Program (AF: 304-2021) (Michael Borders).**

Motion/Second: George/Phillips, to pass:

**Resolution No. 2022-091**, A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CIVICPLUS FOR THE PURCHASE OF SOFTWARE FOR THE KINGSPORT LEISURE SERVICES DEPARTMENT

Passed: All present voting “aye.”

**VII. CONSENT AGENDA.** None.

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** \

- **Materials Agreement for West Gate Phase 3.** Mr. McCartt request this item to be spread across the minutes.  
He also congratulated the Greenbelt team and commented on other up and coming projects including the Brickyard Park development and the pedestrian bridge that will connect the park to downtown.

**B. MAYOR AND BOARD MEMBERS.** Alderman Montgomery gave details on the survey for Center Street. Alderman Phillips discussed the housing needs pointing out the Brickyard project addresses those. Alderman Olterman thanked City Manager McCartt and Deputy City Manager McReynolds. He also stated Dobyns Bennett would be playing in Maryville. Lastly, he thanked the police department for finding his car that had been stolen. Alderman Duncan commented on the Hop and Shop this Thursday as well as the Lamplight Theatre Talent Show. He also offered condolences to Pat Breeding on the loss of his wife. Alderman Cooper gave details on Christmas in the Park, noting there would 26 trees set up and decorated in Glen Bruce Park along with the gazebo to accommodate events this season such as caroling. Vice-Mayor George commented on the great turnout for the trick or treat event last weekend downtown. She also congratulated the DB band on their competition last weekend. Mayor Shull commented on moving the election and the state’s vote to change the school board to a partisan election.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 2, 2021**

**C. VISITORS.** None.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:00 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## 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 KHRH 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: *zw*

	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)****Revenues:**

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

**Expenditures:**

	\$	\$	\$
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:**

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

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

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

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

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

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

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

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

#### Recommendation:

Approve the Budget Ordinance

#### Executive Summary:

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

There are no matching fund requirements.

#### Attachments:

1. Budget Ordinance

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

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

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

ORDINANCE NO.

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

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

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

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

**Revenues:**

	\$	\$	\$
134-0000-331.45-37 BUREAU OF JUSTICE / JAG	0	25,907	25,907
<b>Totals:</b>	<b>0</b>	<b>25,907</b>	<b>25,907</b>

**Expenditures:**

134-3030-443.90-06 PURCHASES \$5,000 & OVER	0	25,907	25,907
<b>Totals:</b>	<b>0</b>	<b>25,907</b>	<b>25,907</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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



## AGENDA ACTION FORM

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

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

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

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

#### Recommendation:

Approve the Budget Ordinance

#### Executive Summary:

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

#### Attachments:

1. Budget Ordinance

Funding source appropriate and funds are available: *JM*

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

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

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

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

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

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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



## AGENDA ACTION FORM

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

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

Action Form No.: AF-311-2021  
 Work Session: November 1, 2021  
 First Reading: November 2, 2021

Final Adoption: **November 16, 2021**  
 Staff Work By: Committee  
 Presentation By: Chris McCartt

#### **Recommendation:**

Approve the Ordinance

#### **Executive Summary:**

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

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

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

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

#### **Attachments:**

1. Ordinance
2. Tracked Changes of Ordinance

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

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

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

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

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

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

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

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

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

*Abandoned motor vehicle* means a motor vehicle that:

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

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

Sec. 98-530. - Definitions.

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

*Abandoned motor vehicle* means a motor vehicle that:

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

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

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

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





## AGENDA ACTION FORM

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

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

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

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

#### Recommendation:

Approve the Ordinance

#### Executive Summary:

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

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

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JM*

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

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

ORDINANCE NO.

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

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

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

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

**Account Number/Description:**

**General Project Fund: 311**

**Greenbelt Improvements (GP1815)**

**Revenues:**

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

**Expenditures:**

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

**Library Improvements (GP1908)**

**Revenues:**

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

**Expenditures:**

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

**Account Number/Description:****Fund 110: General Fund****Expenditures:**

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

**Account Number/Description:****Fund 111: General Proj- Special Rev Fund****TN Highway Safety Office (NC2204)****Revenues:**

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

**Expenditures:**

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

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

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

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-45 Training	34,000	0	34,000
111-0000-601.30-29 Clothing & Uniforms	26,000	0	26,000
111-0000-601.90-04 Equipment	44,900	132,000	176,900
<b>Total:</b>	<b>104,900</b>	<b>132,000</b>	<b>236,900</b>

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

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL

APPROVED AS TO FORM:

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

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



## AGENDA ACTION FORM

### Approval of Lease Agreement for Space at 225 W. Center Street to Create Appalachia

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

Action Form No.: AF-325-2021  
 Work Session: November 15, 2021  
 First Reading: N/A

Final Adoption: November 16, 2021  
 Staff Work By: Rose, John  
 Presentation By: C. McCartt / J. Rose

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

Create Appalachia is a non-profit organization that offers entrepreneurs access to private offices, artist studios, temporary co-working desks, conference rooms and hi-speed internet. In addition to the office support, Create Appalachia provides access to media production studios. Entrepreneurs can use a video studio with green screen, motion-capture equipment, a fully-equipped photography studio, webcasting suite, Giclee' printing lab, or photogrammetry studio. This partnership provides entrepreneurs the opportunity to design a product in 3D with Create Appalachia, then they can work with the Inventor Center to create a working prototype. When the prototype is ready for presentation to investors, Create Appalachia provides the resources and expertise to develop and execute a marketing plan. Create Appalachia is making a substantial investment in hardware and software to support, encourage and train entrepreneurs in Kingsport.

The lease space will include the first and second floor of the eastern wing (left side of building if entering through front doors), council room on second floor and office space on first floor formerly occupied by the Mayor and City Managers offices. Lease terms will be for 12 months with the right to renew for two terms. The terms also include a ninety (90) day termination for convenience clause. Create Appalachia will be charged \$1.00 per years for use of this space. Create Appalachia will be investing more than \$400,000.00 in equipment, software and furnishings to support their mission.

#### **Attachments:**

1. Resolution
2. Create Appalachia Lease
3. Interlocal 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: *jm*

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

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

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 AGREEMENT 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

WHEREAS, Create Appalachia is a not for profit tax exempt organization that offers entrepreneurs access to private offices, artist studios, temporary co-working desks, conference rooms and hi-speed internet; and

WHEREAS, in addition to the office support, Create Appalachia provides access to media production studios, wherein entrepreneurs can use a video studio with green screen, motion-capture equipment, a fully-equipped photography studio, webcasting suite, Giclee' printing lab, or photogrammetry studio; and

WHEREAS, the lease space will include the first and second floor of the eastern wing (left side of building if entering through front doors), council room on second floor and office space on first floor formerly occupied by the Mayor and City Managers offices; and

WHEREAS, the terms will be for 12 months with the right to renew for two terms, and also include a ninety (90) day termination for convenience clause; and

WHEREAS, Create Appalachia will be charged \$1.00 per month for use of this space and will be responsible for utilities on a pro rata basis; and

WHEREAS, an interlocal agreement securing the county's consent to the city's lease of the premises is necessary due to the county's 16% undivided interest in the property located at 225 West Center Street.

Now therefore,

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

SECTION I. That an Interlocal Agreement between the City of Kingsport and Sullivan Count for to allow Create Appalachia to lease space at 225 W. Center Street, is approved.

SECTION II. That the mayor or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the an Interlocal Agreement between the City of Kingsport and Sullivan Count for to allow Create Appalachia to lease space at 225 W. Center Street, to deliver the Agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

### **INTERLOCAL AGREEMENT**

THIS AGREEMENT, to be effective as of the last date signed below, is made and entered into by and between **Sullivan County, Tennessee**, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and the **City of Kingsport, Tennessee**, a municipal corporation of the State of Tennessee (hereinafter referred to as "City").

### **WITNESSETH:**

WHEREAS, on the 9<sup>th</sup> day of April, 1962 City executed a deed which conveyed a 16% undivided interest in the real property located at 225 West Center Street, Kingsport, Sullivan County, Tennessee being more particularly described as follows:

PARCEL NO. 1: BEGINNING at the intersection of the northwesterly sideline of Shelby Street with the southwesterly sideline of West Center Street; thence southwesterly with the northwesterly sideline of Shelby Street at right angles to the southwesterly sideline of West Center Street one hundred fifty (150) feet to a point; thence northwesterly at right angles to the Shelby Street right-of-way line and crossing Block 15, two hundred ninety-five (295) feet to a point in the southeasterly sideline of Clay Street, thence northeasterly at right angles and with the southeasterly sideline of Clay Street one hundred fifty (150) feet to its intersection with the southwesterly sideline of West Center Street; thence southeasterly at right angles to the right-of-way line of Clay Street and with the southwesterly sideline of West Center Street two hundred ninety-five (295) feet to the point of BEGINNING, and being part of Block 15, and containing one and two hundredths (1.02) acres, more or less.

WHEREAS, upon said property was constructed the City-County Administrative building (hereinafter "Building") which housed administrative offices of the City, the offices of the county clerk and county trustee, and which currently houses the law and chancery courts for City as well as offices for the circuit court clerk and clerk and master; and

WHEREAS, County was given control of those spaces occupied by the Deputy Trustee's Office and the Deputy County Court Clerk's offices and City was given control of the remainder of the building; and

WHEREAS, administrative offices for the City and offices for the county clerk and trustee have relocated to alternate sites, leaving only the law and chancery courts and offices of the law court clerk and clerk and master; and

WHEREAS, currently the building is largely unoccupied and City desires to have the building serve a greater public purpose through use of the unoccupied space; and

WHEREAS, certain not for profit entities have expressed an interest in leasing space in the building which will serve the public interest through use of the building for purposes that will benefit the public; and

WHEREAS, in light of the projected use of the building City anticipates leasing the space for a nominal fee.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by each party here from, the County and City agree as follows:

### **SECTION I**

A) This agreement is entered into pursuant to the Tennessee Interlocal Cooperation Act, Tennessee Code Annotated §12-9-101, et seq.

B) The purpose of this agreement is to secure County's consent for City to lease the presently unoccupied space in the Building.

C) Upon becoming effective, this agreement shall remain in full force and effect for the duration of the lease term of twelve months beginning on the execution of the lease and any subsequent renewals of the lease. This agreement shall terminate upon termination of the lease with the lessee(s)

D) Pursuant to state law, including the Governmental Tort Liability Act, each party hereto will be responsible for its own acts. No provision of this Agreement shall act as or be deemed a waiver by any party of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29- 20101- et. seq.

E) Except as otherwise set forth herein, County and City shall be bound by all terms and conditions regarding maintenance, management, use, and control, as set forth in the Deed entered into on the 9<sup>th</sup> day of April, 1962, recorded at Deed Book 224A, Page No. 435

### **SECTION II**

### **COUNTY'S ACKNOWLEDGMENTS**

A) County hereby consents to lease of unoccupied space in the Building by City.

B) County authorizes City to establish lease terms as deemed appropriate by the City, authorizes City to select lessees which City deems appropriate, and to enter into and administer lease agreements with lessee(s) on such terms and conditions as City deems appropriate to include authorization of sub-lease agreements that are contingent upon City approval.

C) County acknowledges lessees will be not for profit corporations authorized to operate within the state of Tennessee and which are acknowledge as tax exempt pursuant to Title 26, Chapter 1, Subchapter F of the United States Code.

D) County acknowledges space will be rented at a nominal rate and waives any right, claim, title, or interest in lease payments made to City.

E) County agrees that should it require use of any space in the City-County Administrative Building it will provide written notice to City no less than 150 days prior to the date occupancy is required and will negotiate with City in good faith to determine County's need and mitigate impacts on lessees then occupying space within the building.

### **SECTION III**

#### **CITY'S ACKNOWLEDGMENTS**

A) City shall establish lease terms as it deems appropriate and select lessees which it deems suitable.

B) City shall require documentation of lessees not for profit and tax exempt status and demand other documentation as City deems necessary to ensure lessees operate for a public benefit.

C) City shall administer all leases and ensure lessees comply with all applicable lease terms.

D) City shall ensure leased spaces are kept clean and orderly, either through city staff or through requirements imposed upon lessees.

E) City shall maintain the exterior areas of the property, common areas of the interior of the building, and maintain the mechanical systems of the building.

### **SECTION IV**

#### **TERMINATION AND/OR EXPIRATION**

This Agreement will terminate upon the expiration of the term of the lease or upon termination of the lease agreement, whichever occurs first

### **SECTION V**

#### **AMENDMENT**

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

### **SECTION VI**

#### **ENFORCEABILITY**

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

### **SECTION VII**

#### **DISPUTE OR DISAGREEMENT**

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

### **SECTION VIII**

#### **EFFECTIVE DATE**

This Agreement shall take effect upon execution by the authorized representative of each party after approval of the governing body of each party, and shall remain in full force and effect until terminated or expiration of the term.

IN WITNESS WHEREOF, the parties have affixed their respective signatures by their authorized officers.

[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 interlocal agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That a Lease Agreement between the City of Kingsport and Create Appalachia for space located at 225 W. Center Street, is approved

SECTION V. That the mayor or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the a Lease Agreement between the City of Kingsport and Create Appalachia for space located at 225 W. Center Street, to deliver the Agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

#### **LEASE**

**THIS LEASE** (herein "Lease") is made and entered into as of the last date entered with the signatures below, by and between CITY OF KINGSPORT, TENNESSEE, a municipal corporation of the State of Tennessee, (herein "Lessor") and CREATE APPALACHIA, a public benefit not for profit corporation chartered under the laws of the State of Tennessee (herein "Lessee").

#### **WITNESSETH:**

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

**SECTION 1. PREMISES.** Lessor in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Lessee and the restrictions contained herein does hereby lease to the Lessee and the Lessee does hereby lease and take from the Lessor the following described property (herein "Premises") and all improvements located thereon:

a.) Approximately 4,026 square feet of office/general space which makes up the first floor, northeastern wing, of the City/County Administrative building as further depicted by the first floor plan prepared by Allen N. Dryden dated May 15, 1961.

b.) Approximately 4,026 square feet of office/general spaces which makes up the second floor, northeastern wing, of the City/County Administrative building as further depicted by the second floor plan prepared by Allen N. Dryden dated May 15, 1961.

c.) Approximately 725 square feet of conference/meeting space identified as the Council Room, (room 202) by the second floor plan prepared by Allen N. Dryden dated May 15, 1961  
And being portions of the structure referred to as the City-County Administrative Building in the Deed dated May 12, 1966 and recorded in Deed Book 224A Page 435, Sullivan County Register of Deed's office; situated on the property acquired by Lessor through a deed dated November 21, 1946 and recorded in Deed Book 87A, Page 519 in the Sullivan County Register of Deed's office.

**SECTION 2. LEASE TERM.** The term of this Lease (herein "Initial Term") shall be twelve (12) months beginning on last date entered with the signatures below, at noon and terminating the ending on the same day and month twelve (12) months thereafter, at noon, unless sooner terminated as herein provided. Provided Lessee is not in default, Lessor grants to Lessee the right to extend this Lease for two (2) additional consecutive twelve (12) month terms (herein "Renewal Term") upon the terms, covenants and conditions contained herein. Lessee may exercise such right to extend the Initial Term upon written notice to Lessor at least ninety (90) days prior to the expiration of the Initial Term of the Lease. In no event will the Initial Term and Renewal Term extend beyond three years, except on written agreement of the parties.

**SECTION 3. RENT.** Lessee shall pay to Lessor, as rent, without demand or deduction, as rent One Dollar (\$1.00) per month with the first payment due on the date of the beginning of the Initial Term and on the same day each month thereafter during the Initial Term, and likewise for the Renewal Term without offset or deduction. All payments shall be made to Lessor at City of Kingsport, Tennessee, 415 Broad Street, Kingsport, Tennessee 37660, Attention: Lisa Winkle or designee, or at such other place as is designated in writing by Lessor. It is the intention of the Lessor and Lessee that utilities described in Section 5 shall be paid by Lessee and the Lessor shall be indemnified by Lessee and is hereby so indemnified by Lessee against such costs, charges, expenses, and obligation. In addition to the rent provided herein, Lessee must pay to Lessor any and all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary or

extraordinary, unforeseen or foreseen, of any kind which are assessed against or imposed in respect of the Premises.

**SECTION 4. USE OF PREMISES.** Lessee shall use the Premises for the purpose for office requirements, parking, and storage, and for no other purpose. Lessee agrees not to use the Premises in any way that may be unlawful, improper, noisy, offensive, or contrary to any applicable statute, regulation, ordinance or bylaw. Lessee hereby acknowledges the Law Court and Chancery Court for the Second Judicial District conduct proceedings within the structure and Lessee's activities shall not interfere with court proceedings. Lessee shall not permit the sale, service, use, consumption, display, storage, or presence of alcoholic beverages, wine, or beer, including brown bagging, on the Premises at any time.

**SECTION 5. UTILITIES.** During the Initial Term or Renewal Term, Lessee shall be solely responsible for the payment of garbage collection, telephone, cable, internet, and any service fees required for the installation of these utilities. Costs for water/sewer bills, power bills and natural gas bills shall be Lessee's responsibility on a pro rata basis determined by square footage occupied by Lessee.

**SECTION 6. CLEAN AND SANITARY CONDITION.** During the Initial Term and Renewal Term, Lessee shall keep and maintain the Premises in a clean and sanitary condition at all times, free of all garbage and debris. All garbage and similar debris shall be deposited by Lessee in facilities specifically for garbage collection. Lessee shall further comply with all local ordinances and regulations imposed by Lessor relating to maintaining the Premises in a clean and sanitary condition and collection of garbage and similar debris. Lessee shall be responsible for janitorial services and pest control for the Premises.

**SECTION 7. LESSEE'S MAINTENANCE.** Except as otherwise stated in this Lease it shall be Lessee's sole responsibility to keep and maintain the entire Premises, and every part thereof, in good condition and repair at all times during the Initial Term or Renewal Term. Lessee shall maintain the Premises in compliance with the laws of the state of Tennessee and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction. Lessee shall comply with all requirements of law, ordinance and otherwise, affecting the Premises. If Lessee refuses or neglects to commence and to complete repairs promptly and adequately, Lessor may declare the Lessee in breach of this Lease. Lessee shall, upon the expiration or termination of this Lease, surrender the Premises in good condition, broom clean, reasonable wear and tear excepted.

**SECTION 8. LESSOR'S MAINTENANCE.** Except for any repairs necessitated by the negligent act or omission of Lessee, its agents, servants, or invitees, or by any unusual use of the Premises by Lessee, Lessor shall, upon receipt of notice in writing from Lessee when such repairs are necessary, repair and maintain in good order and condition the roof, maintain the sewer, water lines, and other matters related to plumbing, maintain the HVAC systems in the building, and be responsible for all other items of maintenance not specifically assigned to the Lessee. Additionally, prior to occupancy by Lessee, Lessor will broom clean the Premises including the removal of loose items on the office floor, clean the area of the Premises outside the building including the removal of any trash and debris, and ensure all light bulbs and ballasts in the Premises are in good and working condition as of the lease commencement date, after which point Lessee will be responsible for all light bulbs and ballasts.

**SECTION 9. COMPLIANCE WITH APPLICABLE LAWS.** Throughout the Initial Term or Renewal Term, Lessee shall comply with all present and future laws, statutes, codes, ordinances, rules and regulations of the federal government, state of Tennessee, or City of Kingsport, restrictive covenants and all orders, decrees and like actions of any court of competent jurisdiction which may be applicable to the Premises.

**SECTION 10. ALTERATIONS.** The Lessee shall have the right, at its sole expense, from time to time, to maintain security of Lessee's material and equipment inside the Premises, including the right to restrict access to the Premises through the installation of security devices (locks, cameras, card readers, door buzzers, intercom, and door alarms) to install an independent computer network within the Premises, and redecorate the Premises and to make such non-structural alterations and changes in such parts thereof as Lessee shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Premises and shall otherwise comply with the requirements of this Lease. Lessee agrees to pay promptly when due the entire cost of any work performed by it upon the Premises so that the Premises at all times shall be free of liens for labor and materials. Lessee further agrees that in doing such work that it shall employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner. Lessee agrees that it shall procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable.

**SECTION 11. SURRENDER OF PREMISES.** On the expiration or earlier termination of this Lease

pursuant to its terms, Lessee shall peaceably and quietly leave and surrender the Premises to the Lessor, in good order, condition and repair, broom clean, reasonable wear and tear excepted and free and clear of all liens.

**SECTION 12. CONDITION OF PREMISES.** Lessee has examined the Premises and accepts the same "AS IS" and "WHERE IS" in its present state and condition without any representations or warranties, express or implied, in fact or in law, by Lessor as to the nature, condition or usability thereof, or as to the use or uses to which the Premises may be put.

**SECTION 13. FIRE, CASUALTY, EMINENT DOMAIN.** Should a substantial portion of the Premises, be substantially damaged by fire or other casualty, or be taken by eminent domain, Lessor may elect to terminate this Lease. When such fire, casualty or taking renders the Premises substantially unsuitable for its intended use, a proportionate abatement of rent shall be made, and Lessee may elect to terminate this Lease if: (a) Lessor fails to give written notice within 30 days after a fire, casualty or taking of its intention to restore the Premises; or (b) Lessor fails to restore the Premises to a condition substantially suitable for its intended use within 90 days after a fire, casualty or taking. Notwithstanding the foregoing, in the event of damage by fire or other casualty resulting from the carelessness, negligence, intentional, or other improper conduct of Lessee, its agents, employees, contractors, or others acting on its behalf, or from the carelessness, negligence, intentional, or other conduct of Lessee's customers, guest, or visitors, Lessee shall have the full liability and responsibility for repairing and/or rebuilding from such casualty loss and for other damages and losses incurred by Lessor. Lessor reserves all rights for damages or injury to the Premises for any taking by eminent domain, except for damage to Lessee's property or equipment.

**SECTION 14. FIRE INSURANCE.** Lessee shall not permit any use of the Premises which shall adversely affect or make voidable any insurance on the property of which the Premises are a part, or on the contents within the property, or which shall be contrary to any law, regulation or recommendation made by the state fire prevention agency, local fire department, Lessor's insurer or any similar entity. Lessee shall not vacate the Premises or permit same to be unoccupied other than during Lessee's customary non-business days or hours, or cause or allow the utilities serving the Premises to be terminated.

**SECTION 15. SIGNS.** Any sign on the Premises shall conform to all applicable laws. The cost for all signs shall be borne by Lessee. Lessor grants Lessee permission to place a sign on the side and front of the building, provided it complies with the requirements of this Section 15

**SECTION 16. ASSIGNMENT OR SUBLEASE.** Lessee may, subject to the approval of Lessor, sublet the Premises, to allow another entity or individual to occupy a part of the Premises. Lessor's prior consent to any sublease may be withheld for any or no reason. Lessee shall notify Lessor of its intention to sublease no less than 90 days prior to commencement of any sublease. A sublease shall only be approved for entity's which are not for profit corporations under the laws of the State of Tennessee. Furthermore, Lessee shall not sublease more than 50% of the Premises. If Lessee assigns this Lease or sublets the Premises without prior approval of Lessor, Lessor shall have the option to terminate this Lease, at an effective date to be determined by Lessor, upon written notice to Lessee.

**SECTION 17. LESSOR'S ACCESS.** Lessor, its agents and designates, may examine and inspect the Premises at reasonable times and Lessee shall provide Lessor, if not already available, with a set of keys for the purpose of such examination, provided that Lessor shall not thereby unreasonably interfere with the conduct of Lessee's business. Lessee shall permit Lessor to enter the Premises to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease. Lessor, its agents and designates, may at any reasonable time enter to show the Premises to others without creating any obligation or liability for Lessor. In the event of any emergency, Lessor, its agents and other representatives, may enter at any time, without notice and without the presence of Lessee. No compensation shall be asked or claim made by Lessee by reason of any inconvenience or annoyance arising from anything that may be done in repairing, altering, working on, or protecting the Premises or building, however the necessity may arise. Nothing in this Section 17 shall be construed as imposing any duty on Lessor to make any repairs, alterations or additions. A city police officer shall accompany Lessor, or its agents or designees, when entering the Premises pursuant to this Section 17.

**SECTION 18. LIABILITY.** Lessee shall, and does hereby, assume all risk of loss or injury to the property or person of all persons at any time coming upon the Premises during the Initial Term or Renewal Term. Lessee shall be solely responsible, as between Lessor and Lessee, for deaths or personal injuries to all persons and damage to any property, including damage by fire or other casualty, occurring in or on the Premises and arising out of the use, control, condition, or occupancy of the Premises by Lessee, except for death, personal injuries or property damage to the extent resulting from the negligence or willful misconduct of Lessor or Lessor's employees, agents, or representatives. Lessee agrees to indemnify and hold harmless Lessor from any and all liability,

including but not limited to out of pocket costs, expenses, damages, causes of action, claims, judgments and reasonable attorney fees to the extent caused by or arising out of any of the aforesaid matters.

**SECTION 19. INSURANCE.** Lessee shall, during the initial term and any subsequent renewals, keep in full force and effect at its own expense the following types of insurance with, at least, the limits specified herein. :

All policies shall be from insurers that have a Certificate of Authority issued by or are otherwise eligible to operate in the State of Tennessee. Each insurer shall have a rating of A or better by AM Best or its equivalent as determined by the City. A Certificate of Insurance is required upon award and shall include the following language: "The City of Kingsport, Tennessee, its governing body, elected officials, officers, volunteers, agents, and employees as additional insureds for the full limits of all policies listed herein or otherwise applicable on a primary and noncontributory basis." And, "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder." Lessee's insurance policies shall include appropriate clauses waiving all rights of subrogation against Lessor with respect to losses payable under such policies.

The Lessee shall promptly provide a complete certified copy of any policy including all endorsements and exclusions upon request.

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 Coverage issued on an Insurance Services Office (ISO) Special Coverage Form or its equivalent for Bodily Injury, Property Damage, and Contractual coverages in the amount of \$1,000,000 per occurrence and \$2,000,000 in a general aggregate. The policy shall have no sublimits and sufficient a fire legal liability limit to reimburse for any fire damage to Lessee's or other leased and unleased spaces. Should the Lessee contract for any services or sub-lease any portion of the premises, those parties shall have the same or greater requirements as the Lessee including listing the Lessor as an additional insured.

(b) Property Insurance. Lessor may maintain, for its sole use and benefit property insurance coverage insuring the building. The Lessee is responsible for insuring any of its property located within the Premises.

(c) Lessee hereby releases Lessor from any and all liability and responsibility to anyone claiming any loss or damage to property arising from a risk insured against under the insurance required to be carried by Lessee. Proceeds from any insurer shall first be applied to the repair or restoration of the building, leased premises, and satisfaction of this lease before payment is made to benefit the Lessee.

**SECTION 20. DEFAULT AND ACCELERATION OF RENT.** In the event that (a) any assignment for the benefit of creditors, trust mortgage, receivership, or other insolvency proceeding shall be made or instituted with respect to Lessee or Lessee's property or (b) Lessee shall default in the observance or performance of any of Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within 10 days after written notice thereof, then Lessor shall have the right thereafter, while such default continues and without demand or further notice, to re-enter and take possession of the Premises, to declare the Initial Term or Renewal Term ended, and/or to remove Lessee's effects, without being guilty of trespass or conversion, and without prejudice to any remedies which might be otherwise used for arrears of rent or other default or breach of the Lease. If Lessee defaults in the payment of the rent, or substantial invoice from Lessor or Lessor's agent, and such default continues for 10 days after written notice thereof, and because both parties agree that nonpayment of those sums when due is a substantial breach of the Lease, and, because the payment of rent in monthly installments is for the sole benefit and convenience of Lessee, then, in addition to any other remedies, the net present value of the entire balance of rent due hereunder as of the date of Lessor's notice, using the published prime rate then in effect, shall immediately become due and payable as liquidated damages. No actions taken by Lessor under this Section 20 shall terminate Lessor's obligation to pay rent under this Lease, as liquidated damages or otherwise. Any sums received by Lessor from or on behalf of Lessee at any time shall be applied first to offset any unpaid invoice or other payment due to Lessor and then to unpaid rent. Lessee shall also pay Lessor interest at the rate of 18 percent per annum on any past due payment. In addition to the foregoing, if after default, a debt collector or an attorney is employed or directed to collect or enforce the monetary or other obligations evidenced by this Lease or to assist Lessor in connection with its exercise of any right, power, privilege, or remedy referred to herein, the parties hereby agree that the Lessee shall pay promptly all costs incurred by Lessor with respect to collection or enforcement including reasonable attorney fees and court costs.

**SECTION 21. TERMINATION FOR CONVENIENCE.** In addition to the termination rights otherwise set forth in this Lease Lessor may terminate this Lease for its convenience at any time by giving

written notice to Lessee at least thirty (30) days prior to the date when such termination shall become effective. Should Lessor exercise its right to terminate for convenience, Lessee shall fulfill those obligations set forth in this agreement regarding the surrender of the premises.

**SECTION 22. WASTE OR NUISANCE.** Lessee shall not commit or suffer to be committed any waste upon the Premises, and Lessee shall not use or permit the use of any medium that might constitute a nuisance.

**SECTION 23. NOTICE.** Any notice from Lessor to Lessee relating to the Premises or this Lease shall be deemed duly served when served by constable, or delivered to Lessee by certified or registered mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to Lessee at:

City of Kingsport  
Attn: John Rose, Economic Development Director  
415 Broad Street  
Kingsport, TN 37660

With a copy to:  
City of Kingsport  
Office of the City Attorney  
415 Broad Street  
Kingsport, TN 37660

Any notice from Lessee to Lessor relating to the Premises or this Lease shall be deemed duly served when served by constable, or delivered to Lessor by certified or registered mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to Lessor at 225 W Center Street, Kingsport, Tennessee 37660, Attention: Lisa Winkle or designee, or at Lessor's last designated address. No oral notice or representation shall have any force or effect. Time is of the essence in the service of any notice.

**SECTION 24. OCCUPANCY.** If Lessee continues to occupy, control, or encumber all or any part of the Premises after termination of this Lease without the written permission of Lessor, Lessee shall be liable to Lessor for any and all loss, damages or expenses incurred by Lessor resulting from the continued occupancy by Lessee and Lessee shall be considered subject to immediate eviction.

**SECTION 25. FIRE PREVENTION.** Lessee agrees to use reasonable precaution against fire, to provide and maintain approved, labeled fire extinguishers, emergency lighting equipment and exit signs, and to complete any other modifications within the Premises as required or recommended by the Insurance Services Office (or successor organization), OSHA, TNOSHA, the local fire department, fire marshal, insurer of Lessor, regulatory, safety, or any similar entity.

**SECTION 26. ENVIRONMENTAL MATTERS.** The term "hazardous substances", as used herein shall mean pollutants, contaminants, toxic or hazardous wastes or any other substances the use and/or the removal of which is restricted, prohibited, or penalized by an "environment law", which term shall mean any federal, state or local law, ordinance, or other statute of a governmental authority relating to pollution or protection of the environment. Lessee hereby agrees that (a) no activity shall be conducted on the Premises that shall produce any hazardous substance; (b) the Premises shall not be used in any manner for the storage of any hazardous substances; (c) Lessee shall not install or place upon the Premises any underground or aboveground tanks of any type and shall not store, or allow the storage law, on the Premises any gasoline, oil, diesel fuel or other petroleum products; (d) Lessee shall not allow any surface or subsurface conditions to exist or come into existence that constitutes or with the passage of time may constitute a public or private nuisance; and (e) Lessee shall not permit any hazardous substances to be brought onto the Premises. If at any time during or after of the Initial Term or Renewal Term, the Premises are found to be in violation of any of the covenants set forth in this Section 24 due to acts or occurrences during the occupancy of Lessee, or caused by Lessee, then Lessee shall diligently institute proper and thorough cleanup and remediation procedures at Lessee's sole cost. Lessee agrees to indemnify and hold Lessor harmless from all claims, demands, actions, liabilities, costs and expenses (including Lessor's reasonable attorney fees), damages and obligations of any nature to the extent arising from or as a result of the use of the Premises by Lessee. The foregoing indemnification and the responsibilities of Lessee shall survive the termination or expiration of this Lease. Lessee shall not use the Premises so as to interfere in any way with the use and enjoyment of other portions of the same or neighboring buildings by reason of odors, smoke, exhaust, smells, vibrations, noise, pets, accumulation of garbage or trash, vermin or other pests, or otherwise, and shall at its expense employ a professional pest control service if determined necessary by Lessor. Lessee agrees to maintain effective devices for preventing damage to plumbing and heating equipment from de-ionized water and chemicals which may be present at the Premises.

**SECTION 27. SURRENDER.** On or before the termination of this Lease, Lessee shall remove all of Lessee's goods and effects from the Premises, and shall deliver to Lessor actual and exclusive

possession of the Premises and all keys and locks thereto, all fixtures, equipment and workstations of any type connected therewith, and all alterations, additions and improvements made to or upon the Premises, whether completed by Lessee, Lessor or others, including but not limited to any offices, window blinds, floor coverings, computer floors, plumbing and plumbing fixtures, heating, ventilating and air conditioning equipment, ductwork, exhaust fans, water coolers, security, surveillance and fire protection systems, telecommunications and data wiring, telephone equipment, air and gas distribution piping, compressors, hoists, cabinets, counters, shelving, signs, electrical work, including but not limited to lighting fixtures of any type, wiring, conduit, EMT, transformers, generators, distribution panels, bus ducts, raceways, outlets and disconnects, and furnishings and equipment which have been bolted, welded, nailed, screwed, glued or otherwise attached to any wall, floor, ceiling, roof, pavement or ground, or which have been directly wired or plumbed to any portion of any building or other system serving the Premises, including but not limited to water supply, drainage, venting or air or gas distribution systems. Notwithstanding the foregoing, it is understood that cabinets, sinks, removable floor covering, shelving and other equipment and furnishings provided by Lessee remain the personal property of Lessee as long as such items are removed upon termination of the Lease without damage to the Premises. Notwithstanding the foregoing, prior to termination of this Lease, Lessee shall, if requested by Lessor, remove or tag for future use any and all wiring and cabling installed and/or used by Lessee. Lessee shall deliver the Premises fully sanitized from any chemicals or other contaminants, broom clean, and in at least the same condition as they were at the commencement of the Lease or any prior lease between the parties for the Premises, or as they were modified during the Initial Term or Renewal Term with Lessor's written consent, reasonable wear and tear only excepted, and Lessee shall be deemed to be encumbering the Premises until it delivers the Premises to Lessor in the condition required under this Lease. Any of Lessee's property that remains in the Premises upon termination of the Lease shall be deemed abandoned and shall be disposed of as Lessor sees fit, with no liability to Lessee for loss or damage thereto, and at the sole risk of Lessee. Lessor may remove and store any such property at Lessee's expense; retain the same under Lessor's control; sell the same at public or private sale (without notice) and apply the net proceeds of such sale to the payment of any sum due hereunder; or destroy same. In no case shall the Premises be deemed surrendered to Lessor until the termination date provided herein or such other date as may be specified in a written agreement between the parties, notwithstanding the delivery of any keys to Lessor.

**SECTION 28. HOLDING OVER.** In the event Lessee occupies the Premises after the expiration or termination of this Lease with the consent of the Lessor, express or implied, such possession shall be considered to be a tenancy from month to month, terminable on 30 days advance written notice by either party. Lessee shall continue to pay all charges as provided in this Lease, and shall be bound by all of the other terms and conditions of this Lease as if it were still in full force and effect.

**SECTION 29. LOSS AND DAMAGE TO LESSEE'S PROPERTY.** Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part adjacent to the Premises or any part, or for any loss or damages resulting to the Lessee or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes or for any damage or loss of property within the Premises from any cause whatsoever, except to the extent due to the negligence or willful misconduct of Lessor or Lessor's employees, agents, or representatives.

**SECTION 30. NOTICE BY LESSEE.** Lessee shall give immediate notice to Lessor in case of fire or accidents in the Premises or in the building on the Premises or of defects therein or in any fixtures or equipment.

**SECTION 31. SUCCESSORS.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the parties, except that Lessor shall only be liable for obligations occurring while it is the owner of the Premises. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as provided in Section 16 herein.

**SECTION 32. GENERAL.** The following shall apply to this Lease:

- (a) The invalidity or unenforceability of any clause or provision of this Lease shall not affect or render invalid or unenforceable any other clause or provision hereof;
- (b) Any action or proceeding arising out of the subject matter of this Lease shall be brought by Lessee within one year after the cause of action has occurred and only in a state court in Kingsport, Tennessee;
- (c) This Lease is made and delivered in the state of Tennessee, and shall be interpreted, construed, and enforced in accordance with the laws thereof;
- (d) This Lease is the result of negotiations between parties of equal bargaining strength, and when executed by both parties shall constitute the entire agreement between the parties, superseding all

prior oral and written agreements, representations, statements and negotiations relating in any way to the subject matter herein. This Lease may not be extended or amended except by written agreement signed by both parties, or as otherwise provided herein, and no other subsequent oral or written representation shall have any effect hereon;

(e) Notwithstanding any other statements herein, Lessor makes no warranty, express or implied, concerning the suitability of the Premises for Lessee's intended use;

(f) Lessee agrees that if Lessor does not deliver possession of the Premises as herein provided for any reason, Lessor shall not be liable for any damages to Lessee for such failure, but Lessor agrees to use reasonable efforts to deliver possession to Lessee at the earliest practical date. A proportionate abatement of rent, excluding the cost of any amortized improvements to the Premises, for such time as Lessee may be deprived of possession of the Premises shall be Lessee's sole remedy, except where a delay in delivery is caused in any way by Lessee;

(g) Neither the submission of this Lease or any amendment hereof shall constitute a reservation of or option for the Premises, or an offer to lease, it being expressly understood and agreed that neither this Lease nor any amendment shall bind either party in any manner whatsoever unless and until it has been executed by both parties;

(h) Subject to the provisions of Section 23, neither Lessor nor Lessee shall be liable for any special, incidental, indirect or consequential damages, including but not limited to lost profits or loss of business, arising out of or in any manner connected with performance or nonperformance under this Lease, even if any party has knowledge of the possibility of such damages;

(i) The headings and captioned in this Lease are for convenience only and shall not be considered part of the terms hereof;

(j) No restriction, condition or other endorsement by Lessee on any check, nor Lessor's deposit of any full or partial payment, shall bind Lessor in any way or limit Lessor's rights under this Lease;

(k) Lessee shall conform to all rules and regulations now or hereafter made by Lessor for parking, for the care, use or alteration of the building, its facilities and approaches, and for the administration of this Lease, and shall not permit any employee or visitor to violate this or any other covenant or obligation of Lessee;

(l) Lessee's covenants under this Lease shall be independent of Lessor's covenants, and Lessor's failure to perform any of its covenants under this Lease, including a covenant constituting a significant inducement to Lessee to enter into this lease, shall not excuse the payment of rent or any other charges by Lessee or allow Lessee to terminate this Lease; and

(m) Lessor and Lessee hereby waive any and all rights to a jury trial in any proceeding in any way arising out of the subject matter of this Lease.

**SECTION 33. WAIVERS, ETC.** No consent or waiver, express or implied, by Lessee or Lessor to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. If Lessee is several persons, corporations, or other legal entities, or a partnership, or some combination thereof, Lessee's obligations are joint and several. Unless repugnant to the context, "Lessor" and "Lessee" mean the person or persons, natural or corporate, named above as Lessor and as Lessee respectively, and their respective heirs, executors, administrators, successors and assigns.

**SECTION 34. TIME.** Time is of the essence in this Lease.

**SECTION 35. SURVIVAL OF TERMS.** Wherever in this Lease either Lessee or Lessor shall have agreed or promised to perform certain acts or otherwise where the context of this Lease would require such performance to occur after the termination or expiration of the Lease, then those agreements and covenants shall survive the termination or expiration of the Lease and continue to bind Lessee and Lessor.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Lease in duplicate originals.

[Acknowledgements Deleted for Inclusion in This Resolution]

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

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

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

ADOPTED this the 16<sup>th</sup> day of November, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## **LEASE**

**THIS LEASE** (herein "Lease") is made and entered into as of the last date entered with the signatures below, by and between CITY OF KINGSPORT, TENNESSEE, a municipal corporation of the State of Tennessee, (herein "Lessor") and CREATE APPALACHIA, a public benefit not for profit corporation chartered under the laws of the State of Tennessee (herein "Lessee").

### **WITNESSETH:**

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

**SECTION 1. PREMISES.** Lessor in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Lessee and the restrictions contained herein does hereby lease to the Lessee and the Lessee does hereby lease and take from the Lessor the following described property (herein "Premises") and all improvements located thereon:

- a.) Approximately 4,026 square feet of office/general space which makes up the first floor, northeastern wing, of the City/County Administrative building as further depicted by the first floor plan prepared by Allen N. Dryden dated May 15, 1961.
- b.) Approximately 4,026 square feet of office/general spaces which makes up the second floor, northeastern wing, of the City/County Administrative building as further depicted by the second floor plan prepared by Allen N. Dryden dated May 15, 1961.
- c.) Approximately 725 square feet of conference/meeting space identified as the Council Room, (room 202) by the second floor plan prepared by Allen N. Dryden dated May 15, 1961

And being portions of the structure referred to as the City-County Administrative Building in the Deed dated May 12, 1966 and recorded in Deed Book 224A Page 435, Sullivan County Register of Deed's office; situated on the property acquired by Lessor through a deed dated November 21, 1946 and recorded in Deed Book 87A, Page 519 in the Sullivan County Register of Deed's office.

**SECTION 2. LEASE TERM.** The term of this Lease (herein "Initial Term") shall be twelve (12) months beginning on last date entered with the signatures below, at noon and terminating the ending on the same day and month twelve (12) months thereafter, at noon, unless sooner terminated as herein provided. Provided Lessee is not in default, Lessor grants to Lessee the right to extend this Lease for two (2) additional consecutive twelve (12) month terms(herein "Renewal Term") upon the terms, covenants and conditions contained herein. Lessee may exercise such right to extend the Initial Term upon written notice to Lessor at least ninety (90) days prior to the expiration of the Initial Term of the Lease. In no event will the Initial Term and Renewal Term extend beyond three years, except on written agreement of the parties.

**SECTION 3. RENT.** Lessee shall pay to Lessor, as rent, without demand or deduction, as rent One Dollar (\$1.00) per month with the first payment due on the date of the beginning of the Initial Term and on the same day each month thereafter during the Initial Term, and likewise for the Renewal Term without offset or deduction. All payments shall be made to Lessor at City of Kingsport, Tennessee, 415 Broad Street, Kingsport, Tennessee 37660, Attention: Lisa Winkle or designee, or at such other place as is designated in writing by Lessor. It is the intention of the Lessor and Lessee that utilities described in Section 5 shall be paid by Lessee and the Lessor shall be indemnified by Lessee and is hereby so indemnified by Lessee against such costs, charges, expenses, and obligation. In addition to the rent provided herein, Lessee must pay to Lessor any and all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary or extraordinary, unforeseen or foreseen, of any kind which are assessed against or imposed in respect of the Premises.

**SECTION 4. USE OF PREMISES.** Lessee shall use the Premises for the purpose for office requirements, parking, and storage, and for no other purpose. Lessee agrees not to use the Premises in any way that may be unlawful, improper, noisy, offensive, or contrary to any applicable statute, regulation, ordinance or bylaw. Lessee hereby acknowledges the Law Court and Chancery Court for the Second Judicial District conduct proceedings within the structure and Lessee's activities shall not interfere with court proceedings. Lessee shall not permit the sale, service, use, consumption, display, storage, or presence of alcoholic beverages, wine, or beer, including brown bagging, on the Premises at any time.

**SECTION 5. UTILITIES.** During the Initial Term or Renewal Term, Lessee shall be solely responsible for the payment of garbage collection, telephone, cable, internet, and any service fees required for the installation of these utilities. Costs for water/sewer bills, power bills and natural gas bills shall be Lessee's responsibility on a pro rata basis determined by square footage occupied by Lessee.

**SECTION 6. CLEAN AND SANITARY CONDITION.** During the Initial Term and Renewal Term, Lessee shall keep and maintain the Premises in a clean and sanitary condition at all times, free of all garbage and debris. All garbage and similar debris shall be deposited by Lessee in facilities specifically for garbage collection. Lessee shall further comply with all local ordinances and regulations imposed by Lessor relating to maintaining the Premises in a clean and sanitary condition and collection of garbage and similar debris. Lessee shall be responsible for janitorial services and pest control for the Premises.

**SECTION 7. LESSEE'S MAINTENANCE.** Except as otherwise stated in this Lease it shall be Lessee's sole responsibility to keep and maintain the entire Premises, and every part thereof, in good condition and repair at all times during the Initial Term or Renewal Term. Lessee shall maintain the Premises in compliance with the laws of the state of Tennessee and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction. Lessee shall comply with all requirements of law, ordinance and otherwise, affecting the Premises. If Lessee refuses or neglects to commence and to complete repairs promptly and adequately, Lessor may declare the

Lessee in breach of this Lease. Lessee shall, upon the expiration or termination of this Lease, surrender the Premises in good condition, broom clean, reasonable wear and tear excepted.

**SECTION 8. LESSOR'S MAINTENANCE.** Except for any repairs necessitated by the negligent act or omission of Lessee, its agents, servants, or invitees, or by any unusual use of the Premises by Lessee, Lessor shall, upon receipt of notice in writing from Lessee when such repairs are necessary, repair and maintain in good order and condition the roof, maintain the sewer, water lines, and other matters related to plumbing, maintain the HVAC systems in the building, and be responsible for all other items of maintenance not specifically assigned to the Lessee. Additionally, prior to occupancy by Lessee, Lessor will broom clean the Premises including the removal of loose items on the office floor, clean the area of the Premises outside the building including the removal of any trash and debris, and ensure all light bulbs and ballasts in the Premises are in good and working condition as of the lease commencement date, after which point Lessee will be responsible for all light bulbs and ballasts.

**SECTION 9. COMPLIANCE WITH APPLICABLE LAWS.** Throughout the Initial Term or Renewal Term, Lessee shall comply with all present and future laws, statutes, codes, ordinances, rules and regulations of the federal government, state of Tennessee, or City of Kingsport, restrictive covenants and all orders, decrees and like actions of any court of competent jurisdiction which may be applicable to the Premises.

**SECTION 10. ALTERATIONS.** The Lessee shall have the right, at its sole expense, from time to time, to maintain security of Lessee's material and equipment inside the Premises, including the right to restrict access to the Premises through the installation of security devices (locks, cameras, card readers, door buzzers, intercom, and door alarms) to install an independent computer network within the Premises, and redecorate the Premises and to make such non-structural alterations and changes in such parts thereof as Lessee shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Premises and shall otherwise comply with the requirements of this Lease. Lessee agrees to pay promptly when due the entire cost of any work performed by it upon the Premises so that the Premises at all times shall be free of liens for labor and materials. Lessee further agrees that in doing such work that it shall employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner. Lessee agrees that it shall procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable.

**SECTION 11. SURRENDER OF PREMISES.** On the expiration or earlier termination of this Lease pursuant to its terms, Lessee shall peaceably and quietly leave and surrender the Premises to the Lessor, in good order, condition and repair, broom clean, reasonable wear and tear excepted and free and clear of all liens.

**SECTION 12. CONDITION OF PREMISES.** Lessee has examined the Premises and accepts the same "AS IS" and "WHERE IS" in its present state and condition without any representations or warranties, express or implied, in fact or in law, by Lessor as to the nature, condition or usability thereof, or as to the use or uses to which the Premises may be put.

**SECTION 13. FIRE, CASUALTY, EMINENT DOMAIN.** Should a substantial portion of the Premises, be substantially damaged by fire or other casualty, or be taken by eminent domain, Lessor may elect to terminate this Lease. When such fire, casualty or taking renders the Premises substantially unsuitable for its intended use, a proportionate abatement of rent shall be made, and Lessee may elect to terminate this Lease if: (a) Lessor fails to give written notice within 30 days after a fire, casualty or taking of its intention to restore the Premises; or (b) Lessor fails to restore the Premises to a condition substantially suitable for its intended use within 90 days after a fire, casualty or taking. Notwithstanding the foregoing, in the event of damage by fire or other casualty resulting from the carelessness, negligence, intentional, or other improper conduct of Lessee, its agents, employees, contractors, or others acting on its behalf, or from the carelessness, negligence, intentional, or other conduct of Lessee's customers, guest, or visitors, Lessee shall have the full liability and responsibility for repairing and/or rebuilding from such casualty loss and for other damages and losses incurred by Lessor. Lessor reserves all rights for damages or injury to the Premises for any taking by eminent domain, except for damage to Lessee's property or equipment.

**SECTION 14. FIRE INSURANCE.** Lessee shall not permit any use of the Premises which shall adversely affect or make voidable any insurance on the property of which the Premises are a part, or on the contents within the property, or which shall be contrary to any law, regulation or recommendation made by the state fire prevention agency, local fire department, Lessor's insurer or any similar entity. Lessee shall not vacate the Premises or permit same to be unoccupied other than during Lessee's customary non-business days or hours, or cause or allow the utilities serving the Premises to be terminated.

**SECTION 15. SIGNS.** Any sign on the Premises shall conform to all applicable laws. The cost for all signs shall be borne by Lessee. Lessor grants Lessee permission to place a sign on the side and front of the building, provided it complies with the requirements of this Section 15

**SECTION 16. ASSIGNMENT OR SUBLEASE.** Lessee may, subject to the approval of Lessor, sublet the Premises, to allow another entity or individual to occupy the a part of the Premises. Lessor's prior consent to any sublease may be withheld for any or no reason. Lessee shall notify Lessor of its intention to sublease no less than 90 days prior to commencement of any sublease. A sublease shall only be approved for entity's which are not for profit corporations under the laws of the State of Tennessee. Furthermore, Lessee shall not sublease more than 50% of the Premises. If Lessee assigns this Lease or sublets the Premises without prior approval of Lessor, Lessor shall have the option to terminate this Lease, at an effective date to be determined by Lessor, upon written notice to Lessee.

**SECTION 17. LESSOR'S ACCESS.** Lessor, its agents and designates, may examine and inspect the Premises at reasonable times and Lessee shall provide Lessor, if not already available, with a set of keys for the purpose of such examination, provided that Lessor shall not thereby unreasonably interfere with the conduct of Lessee's business. Lessee shall permit Lessor to enter the Premises to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease. Lessor, its agents and designates, may at any reasonable time enter to show the Premises to others without creating any obligation or liability

for Lessor. In the event of any emergency, Lessor, its agents and other representatives, may enter at any time, without notice and without the presence of Lessee. No compensation shall be asked or claim made by Lessee by reason of any inconvenience or annoyance arising from anything that may be done in repairing, altering, working on, or protecting the Premises or building, however the necessity may arise. Nothing in this Section 17 shall be construed as imposing any duty on Lessor to make any repairs, alterations or additions. A city police officer shall accompany Lessor, or its agents or designees, when entering the Premises pursuant to this Section 17.

**SECTION 18. LIABILITY.** Lessee shall, and does hereby, assume all risk of loss or injury to the property or person of all persons at any time coming upon the Premises during the Initial Term or Renewal Term. Lessee shall be solely responsible, as between Lessor and Lessee, for deaths or personal injuries to all persons and damage to any property, including damage by fire or other casualty, occurring in or on the Premises and arising out of the use, control, condition, or occupancy of the Premises by Lessee, except for death, personal injuries or property damage to the extent resulting from the negligence or willful misconduct of Lessor or Lessor's employees, agents, or representatives. Lessee agrees to indemnify and hold harmless Lessor from any and all liability, including but not limited to out of pocket costs, expenses, damages, causes of action, claims, judgments and reasonable attorney fees to the extent caused by or arising out of any of the aforesaid matters.

**SECTION 19. INSURANCE.** Lessee shall, during the initial term and any subsequent renewals, keep in full force and effect at its own expense the following types of insurance with, at least, the limits specified herein. :

All policies shall be from insurers that have a Certificate of Authority issued by or are otherwise eligible to operate in the State of Tennessee. Each insurer shall have a rating of A or better by AM Best or its equivalent as determined by the City. A Certificate of Insurance is required upon award and shall include the following language: "The City of Kingsport, Tennessee, its governing body, elected officials, officers, volunteers, agents, and employees as additional insureds for the full limits of all policies listed herein or otherwise applicable on a primary and noncontributory basis." And, "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder." Lessee's insurance policies shall include appropriate clauses waiving all rights of subrogation against Lessor with respect to losses payable under such policies.

The Lessee shall promptly provide a complete certified copy of any policy including all endorsements and exclusions upon request.

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 Coverage issued on an Insurance Services Office (ISO) Special Coverage Form or its equivalent for Bodily Injury, Property Damage, and Contractual coverages in the amount of \$1,000,000 per occurrence and \$2,000,000 in a general

aggregate. The policy shall have no sublimits and sufficient a fire legal liability limit to reimburse for any fire damage to Lessee's or other leased and unleased spaces. Should the Lessee contract for any services or sub-lease any portion of the premises, those parties shall have the same or greater requirements as the Lessee including listing the Lessor as an additional insured.

(b) Property Insurance. Lessor may maintain, for its sole use and benefit property insurance coverage insuring the building. The Lessee is responsible for insuring any of its property located within the Premises.

(c) Lessee hereby releases Lessor from any and all liability and responsibility to anyone claiming any loss or damage to property arising from a risk insured against under the insurance required to be carried by Lessee. Proceeds from any insurer shall first be applied to the repair or restoration of the building, leased premises, and satisfaction of this lease before payment is made to benefit the Lessee.

**SECTION 20. DEFAULT AND ACCELERATION OF RENT.** In the event that (a) any assignment for the benefit of creditors, trust mortgage, receivership, or other insolvency proceeding shall be made or instituted with respect to Lessee or Lessee's property or (b) Lessee shall default in the observance or performance of any of Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within 10 days after written notice thereof, then Lessor shall have the right thereafter, while such default continues and without demand or further notice, to re-enter and take possession of the Premises, to declare the Initial Term or Renewal Term ended, and/or to remove Lessee's effects, without being guilty of trespass or conversion, and without prejudice to any remedies which might be otherwise used for arrears of rent or other default or breach of the Lease. If Lessee defaults in the payment of the rent, or substantial invoice from Lessor or Lessor's agent, and such default continues for 10 days after written notice thereof, and because both parties agree that nonpayment of those sums when due is a substantial breach of the Lease, and, because the payment of rent in monthly installments is for the sole benefit and convenience of Lessee, then, in addition to any other remedies, the net present value of the entire balance of rent due hereunder as of the date of Lessor's notice, using the published prime rate then in effect, shall immediately become due and payable as liquidated damages. No actions taken by Lessor under this Section 20 shall terminate Lessor's obligation to pay rent under this Lease, as liquidated damages or otherwise. Any sums received by Lessor from or on behalf of Lessee at any time shall be applied first to offset any unpaid invoice or other payment due to Lessor and then to unpaid rent. Lessee shall also pay Lessor interest at the rate of 18 percent per annum on any past due payment. In addition to the foregoing, if after default, a debt collector or an attorney is employed or directed to collect or enforce the monetary or other obligations evidenced by this Lease or to assist Lessor in connection with its exercise of any right, power, privilege, or remedy referred to herein, the parties hereby agree that the Lessee shall pay promptly all costs incurred by Lessor with respect to collection or enforcement including reasonable attorney fees and court costs.

**SECTION 21. TERMINATION FOR CONVENIENCE.** In addition to the termination rights otherwise set forth in this Lease Lessor may terminate this Lease for its convenience at any

time by giving written notice to Lessee at least thirty (30) days prior to the date when such termination shall become effective. Should Lessor exercise its right to terminate for convenience, Lessee shall fulfill those obligations set forth in this agreement regarding the surrender of the premises.

**SECTION 22. WASTE OR NUISANCE.** Lessee shall not commit or suffer to be committed any waste upon the Premises, and Lessee shall not use or permit the use of any medium that might constitute a nuisance.

**SECTION 23. NOTICE.** Any notice from Lessor to Lessee relating to the Premises or this Lease shall be deemed duly served when served by constable, or delivered to Lessee by certified or registered mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to Lessee at:

City of Kingsport  
Attn: John Rose, Economic Development Director  
415 Broad Street  
Kingsport, TN 37660

With a copy to:

City of Kingsport  
Office of the City Attorney  
415 Broad Street  
Kingsport, TN 37660

Any notice from Lessee to Lessor relating to the Premises or this Lease shall be deemed duly served when served by constable, or delivered to Lessor by certified or registered mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to Lessor at 225 W Center Street, Kingsport, Tennessee 37660, Attention: Lisa Winkle or designee, or at Lessor's last designated address. No oral notice or representation shall have any force or effect. Time is of the essence in the service of any notice.

**SECTION 24. OCCUPANCY.** If Lessee continues to occupy, control, or encumber all or any part of the Premises after termination of this Lease without the written permission of Lessor, Lessee shall be liable to Lessor for any and all loss, damages or expenses incurred by Lessor resulting from the continued occupancy by Lessee and Lessee shall be considered subject to immediate eviction.

**SECTION 25. FIRE PREVENTION.** Lessee agrees to use reasonable precaution against fire, to provide and maintain approved, labeled fire extinguishers, emergency lighting equipment and exit signs, and to complete any other modifications within the Premises as required or recommended by the Insurance Services Office (or successor organization), OSHA, TNOSHA, the local fire department, fire marshal, insurer of Lessor, regulatory, safety, or any similar entity.

**SECTION 26. ENVIRONMENTAL MATTERS.** The term "hazardous substances", as used

herein shall mean pollutants, contaminants, toxic or hazardous wastes or any other substances the use and/or the removal of which is restricted, prohibited, or penalized by an "environment law", which term shall mean any federal, state or local law, ordinance, or other statute of a governmental authority relating to pollution or protection of the environment. Lessee hereby agrees that (a) no activity shall be conducted on the Premises that shall produce any hazardous substance; (b) the Premises shall not be used in any manner for the storage of any hazardous substances; (c) Lessee shall not install or place upon the Premises any underground or aboveground tanks of any type and shall not store, or allow the storage law, on the Premises any gasoline, oil, diesel fuel or other petroleum products; (d) Lessee shall not allow any surface or subsurface conditions to exist or come into existence that constitutes or with the passage of time may constitute a public or private nuisance; and (e) Lessee shall not permit any hazardous substances to be brought onto the Premises. If at any time during or after of the Initial Term or Renewal Term, the Premises are found to be in violation of any of the covenants set forth in this Section 24 due to acts or occurrences during the occupancy of Lessee, or caused by Lessee, then Lessee shall diligently institute proper and thorough cleanup and remediation procedures at Lessee's sole cost. Lessee agrees to indemnify and hold Lessor harmless from all claims, demands, actions, liabilities, costs and expenses (including Lessor's reasonable attorney fees), damages and obligations of any nature to the extent arising from or as a result of the use of the Premises by Lessee. The foregoing indemnification and the responsibilities of Lessee shall survive the termination or expiration of this Lease. Lessee shall not use the Premises so as to interfere in any way with the use and enjoyment of other portions of the same or neighboring buildings by reason of odors, smoke, exhaust, smells, vibrations, noise, pets, accumulation of garbage or trash, vermin or other pests, or otherwise, and shall at its expense employ a professional pest control service if determined necessary by Lessor. Lessee agrees to maintain effective devices for preventing damage to plumbing and heating equipment from de-ionized water and chemicals which may be present at the Premises.

**SECTION 27. SURRENDER.** On or before the termination of this Lease, Lessee shall remove all of Lessee's goods and effects from the Premises, and shall deliver to Lessor actual and exclusive possession of the Premises and all keys and locks thereto, all fixtures, equipment and workstations of any type connected therewith, and all alterations, additions and improvements made to or upon the Premises, whether completed by Lessee, Lessor or others, including but not limited to any offices, window blinds, floor coverings, computer floors, plumbing and plumbing fixtures, heating, ventilating and air conditioning equipment, ductwork, exhaust fans, water coolers, security, surveillance and fire protection systems, telecommunications and data wiring, telephone equipment, air and gas distribution piping, compressors, hoists, cabinets, counters, shelving, signs, electrical work, including but not limited to lighting fixtures of any type, wiring, conduit, EMT, transformers, generators, distribution panels, bus ducts, raceways, outlets and disconnects, and furnishings and equipment which have been bolted, welded, nailed, screwed, glued or otherwise attached to any wall, floor, ceiling, roof, pavement or ground, or which have been directly wired or plumbed to any portion of any building or other system serving the Premises, including but not limited to water supply, drainage, venting or air or gas distribution systems. Notwithstanding the foregoing, it is understood that cabinets, sinks, removable floor covering, shelving and other equipment and furnishings provided by Lessee remain the personal property of Lessee as long as such items are removed upon termination of the Lease without damage to the Premises. Notwithstanding the foregoing, prior to termination of this Lease,



Lessee shall, if requested by Lessor, remove or tag for future use any and all wiring and cabling installed and/or used by Lessee. Lessee shall deliver the Premises fully sanitized from any chemicals or other contaminants, broom clean, and in at least the same condition as they were at the commencement of the Lease or any prior lease between the parties for the Premises, or as they were modified during the Initial Term or Renewal Term with Lessor's written consent, reasonable wear and tear only excepted, and Lessee shall be deemed to be encumbering the Premises until it delivers the Premises to Lessor in the condition required under this Lease. Any of Lessee's property that remains in the Premises upon termination of the Lease shall be deemed abandoned and shall be disposed of as Lessor sees fit, with no liability to Lessee for loss or damage thereto, and at the sole risk of Lessee. Lessor may remove and store any such property at Lessee's expense; retain the same under Lessor's control; sell the same at public or private sale (without notice) and apply the net proceeds of such sale to the payment of any sum due hereunder; or destroy same. In no case shall the Premises be deemed surrendered to Lessor until the termination date provided herein or such other date as may be specified in a written agreement between the parties, notwithstanding the delivery of any keys to Lessor.

**SECTION 28. HOLDING OVER.** In the event Lessee occupies the Premises after the expiration or termination of this Lease with the consent of the Lessor, express or implied, such possession shall be considered to be a tenancy from month to month, terminable on 30 days advance written notice by either party. Lessee shall continue to pay all charges as provided in this Lease, and shall be bound by all of the other terms and conditions of this Lease as if it were still in full force and effect.

**SECTION 29. LOSS AND DAMAGE TO LESSEE'S PROPERTY.** Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part adjacent to the Premises or any part, or for any loss or damages resulting to the Lessee or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes or for any damage or loss of property within the Premises from any cause whatsoever, except to the extent due to the negligence or willful misconduct of Lessor or Lessor's employees, agents, or representatives.

**SECTION 30. NOTICE BY LESSEE.** Lessee shall give immediate notice to Lessor in case of fire or accidents in the Premises or in the building on the Premises or of defects therein or in any fixtures or equipment.

**SECTION 31. SUCCESSORS.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the parties, except that Lessor shall only be liable for obligations occurring while it is the owner of the Premises. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as provided in Section 16 herein.

**SECTION 32. GENERAL.** The following shall apply to this Lease:

(a) The invalidity or unenforceability of any clause or provision of this Lease shall not affect or render invalid or unenforceable any other clause or provision hereof;

(b) Any action or proceeding arising out of the subject matter of this Lease shall be brought by Lessee within one year after the cause of action has occurred and only in a state court in Kingsport, Tennessee;

(c) This Lease is made and delivered in the state of Tennessee, and shall be interpreted, construed, and enforced in accordance with the laws thereof;

(d) This Lease is the result of negotiations between parties of equal bargaining strength, and when executed by both parties shall constitute the entire agreement between the parties, superseding all prior oral and written agreements, representations, statements and negotiations relating in any way to the subject matter herein. This Lease may not be extended or amended except by written agreement signed by both parties, or as otherwise provided herein, and no other subsequent oral or written representation shall have any effect hereon;

(e) Notwithstanding any other statements herein, Lessor makes no warranty, express or implied, concerning the suitability of the Premises for Lessee's intended use;

(f) Lessee agrees that if Lessor does not deliver possession of the Premises as herein provided for any reason, Lessor shall not be liable for any damages to Lessee for such failure, but Lessor agrees to use reasonable efforts to deliver possession to Lessee at the earliest practical date. A proportionate abatement of rent, excluding the cost of any amortized improvements to the Premises, for such time as Lessee may be deprived of possession of the Premises shall be Lessee's sole remedy, except where a delay in delivery is caused in any way by Lessee;

(g) Neither the submission of this Lease or any amendment hereof shall constitute a reservation of or option for the Premises, or an offer to lease, it being expressly understood and agreed that neither this Lease nor any amendment shall bind either party in any manner whatsoever unless and until it has been executed by both parties;

(h) Subject to the provisions of Section 23, neither Lessor nor Lessee shall be liable for any special, incidental, indirect or consequential damages, including but not limited to lost profits or loss of business, arising out of or in any manner connected with performance or nonperformance under this Lease, even if any party has knowledge of the possibility of such damages;

(i) The headings and captioned in this Lease are for convenience only and shall not be considered part of the terms hereof;

(j) No restriction, condition or other endorsement by Lessee on any check, nor Lessor's deposit of any full or partial payment, shall bind Lessor in any way or limit Lessor's rights under this Lease;

(k) Lessee shall conform to all rules and regulations now or hereafter made by Lessor for parking, for the care, use or alteration of the building, its facilities and approaches, and for the administration of this Lease, and shall not permit any employee or visitor to violate this or any

other covenant or obligation of Lessee;

(l) Lessee's covenants under this Lease shall be independent of Lessor's covenants, and Lessor's failure to perform any of its covenants under this Lease, including a covenant constituting a significant inducement to Lessee to enter into this lease, shall not excuse the payment of rent or any other charges by Lessee or allow Lessee to terminate this Lease; and

(m) Lessor and Lessee hereby waive any and all rights to a jury trial in any proceeding in any way arising out of the subject matter of this Lease.

**SECTION 33. WAIVERS, ETC.** No consent or waiver, express or implied, by Lessee or Lessor to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. If Lessee is several persons, corporations, or other legal entities, or a partnership, or some combination thereof, Lessee's obligations are joint and several. Unless repugnant to the context, "Lessor" and "Lessee" mean the person or persons, natural or corporate, named above as Lessor and as Lessee respectively, and their respective heirs, executors, administrators, successors and assigns.

**SECTION 34. TIME.** Time is of the essence in this Lease.

**SECTION 35. SURVIVAL OF TERMS.** Wherever in this Lease either Lessee or Lessor shall have agreed or promised to perform certain acts or otherwise where the context of this Lease would require such performance to occur after the termination or expiration of the Lease, then those agreements and covenants shall survive the termination or expiration of the Lease and continue to bind Lessee and Lessor.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Lease in duplicate originals.

LESSOR

LESSEE

CITY OF KINGSPORT

CREATE APPALACHIA

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name/Title

ATTEST:

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

\_\_\_\_\_  
Angie Marshall, Deputy City Recorder

APPROVED AS TO FORM:

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

## INTERLOCAL AGREEMENT

THIS AGREEMENT, to be effective as of the last date signed below, is made and entered into by and between **Sullivan County, Tennessee**, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and the **City of Kingsport, Tennessee**, a municipal corporation of the State of Tennessee (hereinafter referred to as "City").

### WITNESSETH:

WHEREAS, on the 9<sup>th</sup> day of April, 1962 City executed a deed which conveyed a 16% undivided interest in the real property located at 225 West Center Street, Kingsport, Sullivan County, Tennessee being more particularly described as follows:

PARCEL NO. 1: BEGINNING at the intersection of the northwesterly sideline of Shelby Street with the southwesterly sideline of West Center Street; thence southwesterly with the northwesterly sideline of Shelby Street at right angles to the southwesterly sideline of West Center Street one hundred fifty (150) feet to a point; thence northwesterly at right angles to the Shelby Street right-of-way line and crossing Block 15, two hundred ninety-five (295) feet to a point in the southeasterly sideline of Clay Street, thence northeasterly at right angles and with the southeasterly sideline of Clay Street one hundred fifty (150) feet to its intersection with the southwesterly sideline of West Center Street; thence southeasterly at right angles to the right-of-way line of Clay Street and with the southwesterly sideline of West Center Street two hundred ninety-five (295) feet to the point of BEGINNING, and being part of Block 15, and containing one and two hundredths (1.02) acres, more or less.

WHEREAS, upon said property was constructed the City-County Administrative building (hereinafter "Building") which housed administrative offices of the City, the offices of the county clerk and county trustee, and which currently houses the law and chancery courts for City as well as offices for the circuit court clerk and clerk and master; and

WHEREAS, County was given control of those spaces occupied by the Deputy Trustee's Office and the Deputy County Court Clerk's offices and City was given control of the remainder of the building; and

WHEREAS, administrative offices for the City and offices for the county clerk and trustee have relocated to alternate sites, leaving only the law and chancery courts and offices of the law court clerk and clerk and master; and

WHEREAS, currently the building is largely unoccupied and City desires to have the building serve a greater public purpose through use of the unoccupied space; and

WHEREAS, certain not for profit entities have expressed an interest in leasing space in the building which will serve the public interest through use of the building for purposes that will benefit the public; and

WHEREAS, in light of the projected use of the building City anticipates leasing the space for a nominal fee.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by each party here from, the County and City agree as follows:

### **SECTION I**

A) This agreement is entered into pursuant to the Tennessee Interlocal Cooperation Act, Tennessee Code Annotated §12-9-101, et seq.

B) The purpose of this agreement is to secure County's consent for City to lease the presently unoccupied space in the Building.

C) Upon becoming effective, this agreement shall remain in full force and effect for the duration of the lease term of twelve months beginning on the execution of the lease and any subsequent renewals of the lease. This agreement shall terminate upon termination of the lease with the lessee(s)

D) Pursuant to state law, including the Governmental Tort Liability Act, each party hereto will be responsible for its own acts. No provision of this Agreement shall act as or be deemed a waiver by any party of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29- 20101- et. seq.

E) Except as otherwise set forth herein, County and City shall be bound by all terms and conditions regarding maintenance, management, use, and control, as set forth in the Deed entered into on the 9<sup>th</sup> day of April, 1962, recorded at Deed Book 224A, Page No. 435

### **SECTION II**

#### **COUNTY'S ACKNOWLEDGMENTS**

A) County hereby consents to lease of unoccupied space in the Building by City.

B) County authorizes City to establish lease terms as deemed appropriate by the City, authorizes City to select lessees which City deems appropriate, and to enter into and administer lease agreements with lessee(s) on such terms and conditions as City deems appropriate to include authorization of sub-lease agreements that are contingent upon City approval.

C) County acknowledges lessees will be not for profit corporations authorized to operate within the state of Tennessee and which are acknowledge as tax exempt pursuant to Title 26, Chapter 1, Subchapter F of the United States Code.

D) County acknowledges space will be rented at a nominal rate and waives any right, claim, title, or interest in lease payments made to City.

E) County agrees that should it require use of any space in the City-County Administrative Building it will provide written notice to City no less than 150 days prior to the date occupancy is required and will negotiate with City in good faith to determine County's need and mitigate impacts on lessees then occupying space within the building.

### **SECTION III CITY'S ACKNOWLEDGMENTS**

A) City shall establish lease terms as it deems appropriate and select lessees which it deems suitable.

B) City shall require documentation of lessees not for profit and tax exempt status and demand other documentation as City deems necessary to ensure lessees operate for a public benefit.

C) City shall administer all leases and ensure lessees comply with all applicable lease terms.

D) City shall ensure leased spaces are kept clean and orderly, either through city staff or through requirements imposed upon lessees.

E) City shall maintain the exterior areas of the property, common areas of the interior of the building, and maintain the mechanical systems of the building.

### **SECTION IV TERMINATION AND/OR EXPIRATION**

This Agreement will terminate upon the expiration of the term of the lease or upon termination of the lease agreement, whichever occurs first

### **SECTION V AMENDMENT**

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

### **SECTION VI ENFORCEABILITY**

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

### **SECTION VII DISPUTE OR DISAGREEMENT**

Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties deem

to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this paragraph, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this agreement.

**SECTION VIII  
EFFECTIVE DATE**

This Agreement shall take effect upon execution by the authorized representative of each party after approval of the governing body of each party, and shall remain in full force and effect until terminated or expiration of the term.

IN WITNESS WHEREOF, the parties have affixed their respective signatures by their authorized officers.

**CITY OF KINGSPORT, TENNESSEE**

**SULLIVAN COUNTY, TENNESSEE**

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

\_\_\_\_\_  
Richard Venable, Mayor

Attest:

Attest:

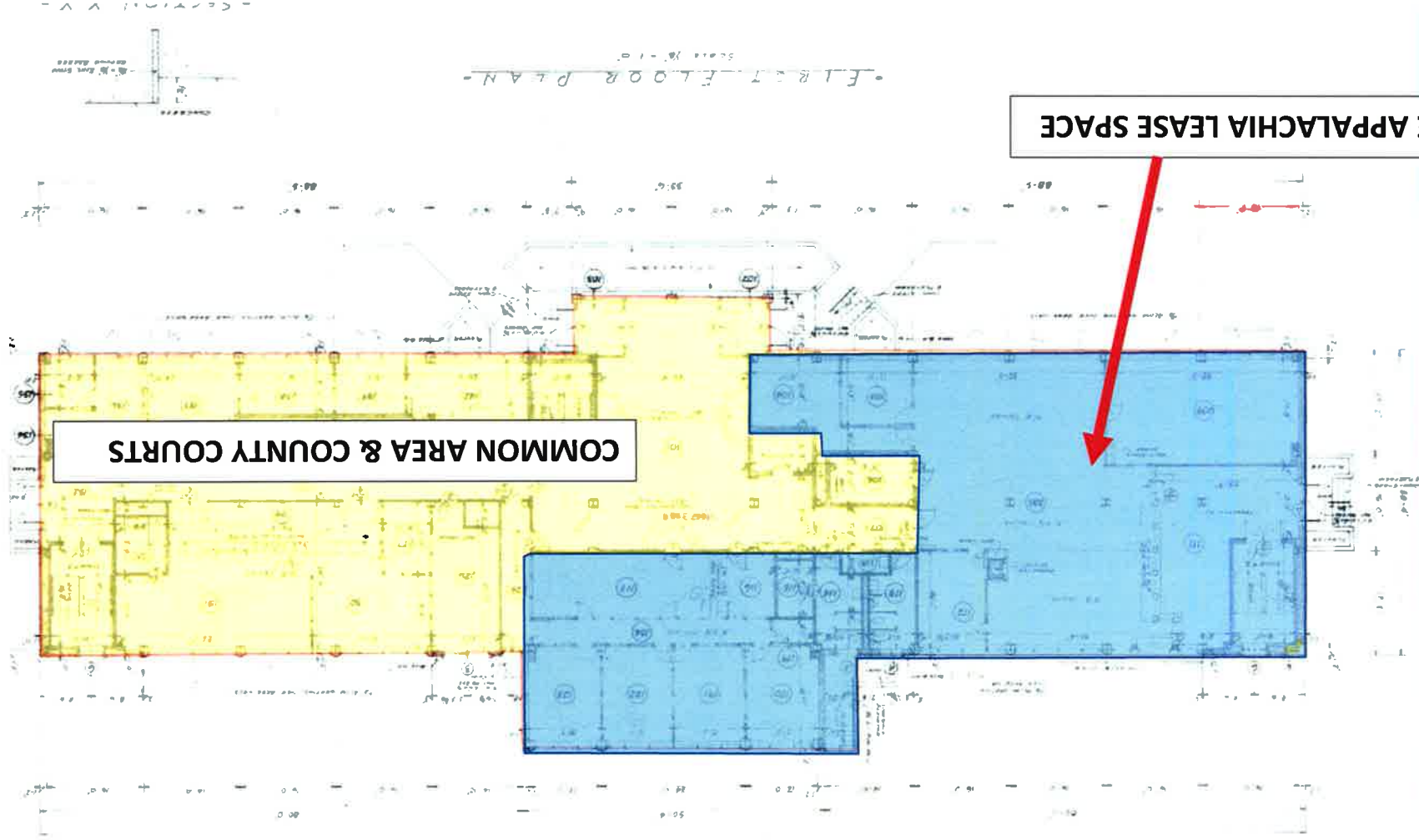
\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
County Clerk

Approved as to form:

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

# 225 West Center Street

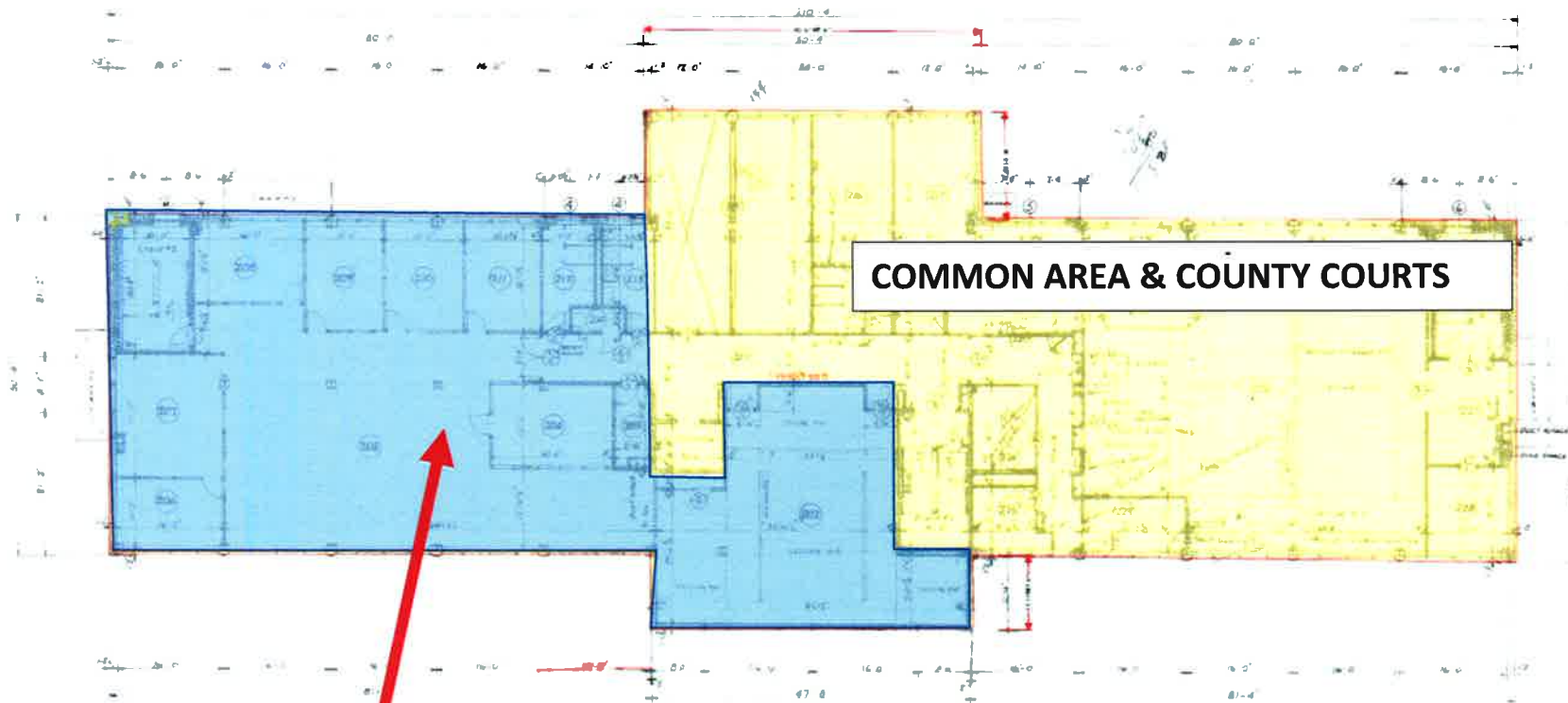


CREATE APPALACHIA LEASE SPACE

COMMON AREA & COUNTY COURTS



## 225 West Center Street



COMMON AREA & COUNTY COURTS

CREATE APPALACHIA LEASE SPACE

- SECOND FLOOR PLAN -  
Scale 1/8" = 1'-0"



## AGENDA ACTION FORM

### Approving a Sealed Proposal from Assured Partners for Excess Workers' Compensation Insurance Coverage

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

Action Form No.: AF-320-2021  
 Work Session: November 15, 2021  
 First Reading: N/A

Final Adoption: November 16, 2021  
 Staff Work By: John Burkholder  
 Presentation By: J. Burkholder

#### Recommendation:

Approve the Resolution

#### Executive Summary:

On October 10, 2021, the city issued a request for sealed proposals for Excess Workers' Compensation Insurance coverage. Upon review of the sealed proposals received it has been determined that the two-year proposal submitted by Assured Partners having a self-insured retention of \$500,000.00 is the lowest and best of the proposals submitted, and the recommendation is to accept the program having a term of two-years with two annual payments and a \$500,000.00 self-insured retention each policy year beginning January 1, 2022, ending January 1, 2024. The premium would be \$181,310.00 each year based on the current payroll.

Assured Partners proposed as the producer a program consisting of two insurers, The Gray Insurance Company and Midwest Employers Casualty Company.

The city's current program has a \$500,000.00 self-insured retention. Assured Partners provided a competitive quote allowing the city to keep its current program structure. The other proposer provided one quote that would provide a \$500,000.00 self-insurance retention for all employees except Police and Fire which would have a \$750,000.00 self-insured retention and an alternative quote for a \$750,000.00 retention for all employees. The premiums quoted for those options were not sufficiently favorable for the city to consider taking the additional risk exposure.

#### Attachments:

1. Resolution

Funding source appropriate and funds are available: *mm*

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

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

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

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

WHEREAS, proposals were opened pursuant to a request for proposals issued on October 10, 2021, for excess workers compensation insurance with a self-insured retention of \$500,000; and

WHEREAS, upon review of the proposal, the board finds that the proposals submitted by Assured Partners 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 enter into an agreement with The Gray Insurance Company and Midwest Employers Casualty Company through Assured Partners to provide specific workers compensation excess insurance coverage for the city's self-funded workers compensation insurance plan effective January 1, 2022, through December 31, 2024, with an estimated annual premium of \$181,310.00; and

WHEREAS, the annual premium funding is available in the Risk Management Insurance budget.

Now therefore,

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

SECTION I. That an agreement with The Gray Insurance Company and Midwest Employers Casualty Company through Assured Partners to provide excess workers' compensation insurance coverage for the city's self-funded workers' compensation program with a self-insured retention of \$500,000.00 effective January 1, 2022 through December 31, 2024, and all other documents necessary and proper to effectuate the purpose of the agreement is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with The Gray Insurance Company and Midwest Employers Casualty Company through Assured Partners to provide excess workers' compensation insurance coverage for the city's self-funded workers' compensation program with a self-insured retention of \$500,000.00 effective January 1, 2022 through December 31, 2024, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 16th day of November, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### Approving a Sealed Proposal from McGriff Insurance Services for Property Insurance Covering City-Owned Buildings

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

Action Form No.: AF-321-2021  
 Work Session: November 15, 2021  
 First Reading: N/A

Final Adoption: November 16, 2021  
 Staff Work By: John Burkholder  
 Presentation By: J. Burkholder

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

On October 10, 2021, the city issued a request for sealed proposals for its property insurance covering the structures and contents owned by the City of Kingsport and Kingsport City Schools. McGriff Insurance Services provided the only response and proposed the same insurer, Travelers, that currently covers the city and schools. The Travelers Indemnity Company is rated A+, XV by AM Best.

The city currently has a \$500 Million blanket limit property policy. McGriff also proposed an alternative quote with a \$600 Million blanket limit. This is recommended due to recent appraisals which showed a substantial increase in Total Insured Value (TIV), from \$607,766,692.00 last year to \$662,451,634.00 this year, an increase of \$54,684,942.00. This proposal would raise the premium rate from \$.0442 to \$.0502 per \$100 of covered value, an increase of \$40,000.00 over renewing at the \$500 Million limit. The 2021 premium will be \$332,588.00.

#### **Attachments:**

1. Resolution

Funding source appropriate and funds are available: *jm*

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

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MCGRIFF INSURANCE SERVICES, INC. AND TRAVELERS INSURANCE FOR CITY OF KINGSPORT PROPERTY INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on October 10, 2021, the city issued a request for sealed proposals for its property insurance covering the structures and contents owned by the City of Kingsport and Kingsport City Schools; and

WHEREAS, McGriff Insurance Services provided the only response and proposed the same insurer, The Travelers Indemnity Company, that currently covers the city and schools; and

WHEREAS, the rate quoted for a \$600 Million blanket limit with a premium rate of \$.0502 per \$100 of Total Insured Value (TIV); and

WHEREAS, the 2021 premium will be \$332,588.00; and

WHEREAS, the annual premium funding is available in the Risk Management Insurance budget.

Now therefore,

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

SECTION I. That an agreement with The Travelers Indemnity Company through McGriff Insurance Services, to provide property insurance coverage for the city's property effective December 31, 2021 through December 31, 2022, and all other documents necessary and proper to effectuate the purpose of the agreement is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with The Travelers Indemnity Company through McGriff Insurance Services, to provide property insurance coverage for the city's property effective December 31, 2021 through December 31, 2022 to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 16th day of November, 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

### Authorizing the Mayor to Execute a Memorandum of Understanding for the Use of Space at Boys and Girls Club of Greater Kingsport by Kingsport City Schools

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

Action Form No.: AF-310-2021  
 Work Session: November 15, 2021  
 First Reading: N/A

Final Adoption: November 16, 2021  
 Staff Work By: J. Moorhouse/B. Rowlett  
 Presentation By: C. McCartt

#### Recommendation:

Approve the Resolution

#### Executive Summary:

Kingsport City Schools is in need of additional classroom space to serve its students. Particularly those attending Cora Cox Academy. Boys & Girls Club of Greater Kingsport (hereinafter "B&GC") has classroom and other space available throughout the day at its facility located at 1 Positive Place.

Previously, the city and B&GC entered into a Memorandum of Understanding which allowed the city use of space at the facility in exchange for financial payments to B&GC. While that Memorandum of Understanding has since expired, the strong working relationship between the parties creates an ideal circumstance for another partnership.

The proposed Memorandum of Understanding will enable KCS to utilize classroom and other space at the B&GC facility for which KCS will pay B&GC \$200 per school day for the 2021-2022 instructional calendar year and \$250 per school day for the 2022-2023 instructional calendar year.

Funding is available in account number 141-7250-821.03-51

#### Attachments:

1. Resolution

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	—	—	—



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

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

WHEREAS, Kingsport City Schools is in need of additional classroom space to serve its students, particularly those attending Cora Cox Academy; and

WHEREAS, Boys & Girls Club of Greater Kingsport (hereinafter "B&GC") has classroom and other space available during the school day at its facility located at 1 Positive Place, Kingsport, Tennessee; and

WHEREAS, previously B&GC has made arrangements with the city for the use of space at its facility in exchange for financial support which was beneficial to both parties; and

WHEREAS, a similar arrangement would once again be beneficial to the parties by enabling the Kingsport City School System to utilize available space to better serve its students and in return B&GC will receive financial support; and

WHEREAS, funding is available in account number 141-7250-821.03-51.

Now therefore,

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

SECTION I. That a Memorandum of Understanding between the City of Kingsport on behalf of its Kingsport City Schools and Boys and Girls Club of Greater Kingsport is approved.

SECTION II. That the mayor or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Memorandum of Understanding with Boys and Girls Club of Greater Kingsport for the use of space at its facility located at 1 Positive Place, Kingsport, Tennessee, to deliver the Memorandum of Understanding and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**BOYS AND GIRLS CLUB OF GREATER KINGSPORT  
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between the City of Kingsport for its Kingsport City Schools (herein called "KCS") and the Boys & Girls Club of Greater Kingsport (herein called "B&GC").

WITNESSETH:

WHEREAS, KCS is in need of additional classroom space to serve its students, particularly those attending Cora Cox Academy; and

WHEREAS, B&GC has classroom and ancillary space available for use during school hours at its facility located at 1 Positive Place, Kingsport, Tennessee (herein "the Facility"); and

WHEREAS, previously the City of Kingsport contributed financial support to B&GC for the construction of this facility as the facility would be of benefit to the City of Kingsport, KCS and its students, and the community as a whole; and

WHEREAS, based on the Parties past mutually beneficial relationship KCS desires and B&GC has agreed to allow KCS to utilize available space at the Facility.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. The Parties recognize that the general purpose of this Memorandum of understanding is to establish a general framework for use of the Facility by KCS in exchange for the financial payments by KCS as set forth herein. The Parties recognize that the needs of the Parties may change during the term of this Memorandum of Understanding and therefore adjustments to the space allotted and times of use may need to be made. The Parties agree to exercise good faith in dealing with each other and resolving any issues.

2. B&GC agrees to allow the KCS use of the following spaces (herein called "the Premises") between the hours of 7:45 a.m. and 2:45 p.m. Monday through Friday except as otherwise provided herein:

- a. Up to three classroom spaces suitable for instruction with access to wi-fi;
- b. Clinic space as needed;
- c. Cafeteria space suitable for meal service and dining;
- d. Gymnasium space;
- e. Restroom facilities;
- f. Secure storage area for KCS staff;
- g. Parking facilities for staff and students;

3. As KCS's need for the aforementioned space is for the purpose of student instruction and activities incidental thereto such as meal space and recreation space. KCS will not occupy the Premises during anytime which KCS is not in session, during KCS holidays, or when KCS is closed due to inclement weather, illness, or other unanticipated causes. During any period which KCS does not occupy the Premises for the reasons set forth in this paragraph 3. KCS shall have no obligation to pay for use of the Premises.

4. The term of this Memorandum of Understanding will commence upon execution of this Memorandum of Understand and will end upon the last day of the 2021/2022 KCS instructional calendar. The Parties may extend the term of this Memorandum of Understanding for the 2022/2023 KCS instructional calendar, which shall be memorialized in writing and signed by both Parties.

5. Either party shall have the right to terminate this Memorandum of Understanding for convenience upon 60 days written notice to the other party.

6. KCS shall pay B&GC TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per day (herein called "use fee") for each scheduled school day which remains in the 2021/2022 KCS instructional calendar year for so long as this agreement remains in effect. Payment shall be made for the previous months use within 30 days of the date upon which the previous month ends. In the event of renewal for the 2022/2023 KCS instructional calendar KCS shall pay B&GC TWHO HUNDRED AND FIFTY AND NO/100 DOLLARS (\$250.00) per scheduled school day for each school day KCS uses the Premises.

7. The Parties agree the use fee established in Paragraph 5 shall constitute consideration for KCS's occupancy of the Premises as well as remuneration for costs incurred by B&GC for custodial services, utilities, restroom supplies, and all other incidental expenses which B&GC would incur from day to day operation of the Facility even if B&GC realizes an increase in these expenses from KCS's use of the Premises. B&GC bears responsibility for providing essential restroom supplies. KCS bears responsibility for supplying meals for students.

8. KCS will not do or permit anything to be done in or about the Facility or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. KCS will not do or permit anything to be done in or about the Facility that will in any way obstruct or interfere with the rights of other occupants of the Facility, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. KCS will not cause, maintain or permit by those using the Premises through KCS any nuisance in,

on or about the Facility during its use, and it will not commit, or allow to be committed, by those using the Premises through KCS any waste in or upon the Facility.

9. KCS will be responsible for providing appropriate supervision at the Premises during its time of use by KCS or by those using the facility through KCS.

10. To the extent permitted by state law KCS will be responsible for repair of damage caused by its use or use by those using the Facility through KCS.

11. KCS will carry liability insurance to the limits of the Tennessee Governmental Tort Liability Act as set out in Tenn. Code Ann. § 29-20-101 et. seq. Any and all claims against City and/or its employees are governed by the provisions of the Tennessee Governmental Tort Liability Act which limits liability to \$300,000.00 for bodily injury or death of any one person in any one accident, occurrence or act, \$700,000.00 for bodily injury or death of all persons in any one accident, occurrence or act, and \$100,000.00 for injury or destruction of property of others in any one accident, occurrence or act. City does not have the authority to waive its governmental immunity, so the limits of liability in the GTLA apply notwithstanding any provision in this Agreement to the contrary. Additionally, no provision of this Agreement shall act or be deemed a waiver by City of its rights or privileges as a sovereign entity, as waiver can only be made by the Tennessee General Assembly. Nothing herein will be construed to waive KCS's governmental immunity.

12. KCS's Director of Schools and B&GC's President shall be the designated representatives to act under this Memorandum of Understanding for the purpose of arranging for designating classrooms, scheduling times for use of cafeteria and gymnasium space and any other issues that arise. The parties agree to act through these designated representatives.

IN WITNESS WHEREOF, the Parties hereto executed this Memorandum of Understanding on the day and day first above written.

[Acknowledgements Deleted for Inclusion in This Resolution]

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, 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 16<sup>th</sup> day of November, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### **Resolution to Approve Three Change Orders above the Contingency Amount Allocated for Scott Adams Memorial Skate Park**

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

Action Form No.: AF-309-2021  
 Work Session: November 15, 2021  
 First Reading: N/A

Final Adoption: November 16, 2021  
 Staff Work By: Kitty Frazier  
 Presentation By: M. Borders

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

Construction has commenced on the new Scott Adams Memorial Skate Park located at Brickyard Park. Unexpected issues have arisen that required additional work that was not anticipated. These issues include unsuitable soils, changes to the construction of a bio-retention pond area, re-locating 270 linear feet of lighting conduit, and rock removal and soil stabilization. The contractor has submitted change orders to address these unexpected issues.

The original construction contingency for the project was \$111,987.00. Funding beyond the original construction contingency is necessary to cover the costs associated with C.O. #2129-03 (Bio Retention) in the amount of \$49,670.50; C.O. #2129-04 (Lighting Conduit) in the amount of \$6,875.00; and C.O. #2129-05 (rock removal and soil stabilization) in the amount of \$71,327.00 totaling \$127,872.50. Approval of these three change orders will allow construction to continue in a timely manner.

Additionally, C.O. #2129-03 requests an additional 7 calendar days be added to the contract times.

The funding sources for the requested additional amount is GP2105; GP1814, & GP2007.

#### **Attachments:**

1. Resolution
2. Supplemental Information

Funding source appropriate and funds are available: *pm*

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

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

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

A RESOLUTION 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

WHEREAS, in August 2021, the city executed a contract with GRC Construction for the new Scott Adams Memorial Skate Park construction project, to be located at Brickyard Park, at a cost of \$1,866,441.00; and

WHEREAS, due to unexpected issues related to unsuitable soils, changes to the construction of the bio-retention pond area, removal of rock, and relocation of the street lighting conduit, funds were only available to cover some of the work; and

WHEREAS, the city desires to approve Change Order #2129-03 in the amount of \$49,670.50 for changes to the construction of the Bio-Retention pond and a seven (7) day extension to the duration of the contract; and

WHEREAS, the city desires to approve Change Order #2129-04 to the contract, in the amount of \$6,875.00 to relocate 270 linear feet of street lighting conduit; and

WHEREAS, the city desires to approve Change Order 2129-05 to the contract, in the amount of \$71,327.00 for rock removal, soil stabilization, and any modular restroom changes; and

WEHEREAS, as a result of the foregoing change orders the total amount of the contract will be increased by \$127,872.50; and

WHEREAS, funding is identified in project numbers GP2105; GP1814.

Now therefore,

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

SECTION I. That change order #2129-03 to the contract with GRC Construction for the construction of the new Scott Adams Memorial Skate Park construction project in the amount of \$49,670.50 for changes to the Bio-Retention pond and a seven (7) day extension to the duration of the contract is approved.

SECTION II. That change order #2129-04 to the contract with GRC Construction for the construction of the new Scott Adams Memorial Skate Park construction project, in the amount of \$6,875.00 to relocate 270 linear feet of street lighting conduit is approved.

SECTION III. That change order #2129-05 to the contract with GRC Construction for the construction of the new Scott Adams Memorial Skate Park construction project, in the amount of \$71,327.00 for rock removal, soil stabilization, and any modular restroom changes, is approved.

SECTION IV. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, any and all documents necessary to effectuate the change orders to the contract with GRC Construction and to deliver the change orders and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the change orders and this resolution.

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

ADOPTED this the 16<sup>th</sup> day of November, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



Construction  
Manager

## Change Order

Order#: 2129-03

Order Date: 10/20/2021

To: City of Kingsport  
225 W Center Street  
Kingsport TN 37660

Project: 2129  
Scott Adams Memorial Skatepark  
225 W Center Street  
Brickyard Park Dr.  
Kingsport TN 37660

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By:

Customer Order:

Specifications Attached ☐

Description of Work	Amount
Bio-Retention Pond Changes	21,741.50
Rock Removal	27,929.00

### Notes

Change Order reflects changes in the scope of work for the Bio-Retention pond. Grading subcontractor to remove and additional 1,242 CY of spoils, 22' of additional 18" HDPE piping, 14' Decrease of 15" HDPE piping, additional 42 CY of topsoil needed due to the area increase. Grading Contractor will also assume all responsibility for any and all rock removal at bio-retention pond, HDPE pipe locations, as well as water & sewer line locations. See attached sketch for reference to rock removal responsibilities.

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

49,670.50

The original Contract Sum was .....	1,866,441.00
Net change by previous Change Orders .....	965.00
The Contract Sum prior to this Change Order .....	1,867,406.00
The Contract Sum will be changed by this Change Order .....	49,670.50
The new Contract Sum including this Change Order will be .....	1,917,076.50
The Contract Time will be changed by .....	7 Days

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

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



Construction  
Manager

## Change Order

Order#: 2129-04

Order Date: 10/20/2021

To: City of Kingsport  
225 W Center Street  
Kingsport TN 37660

Project: 2129  
Scott Adams Memorial Skatepark  
225 W Center Street  
Brickyard Park Dr.  
Kingsport TN 37660

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By:

Customer Order:

Specifications Attached ☐

Description of Work	Amount
Relocation of Lighting Conduit	6,875.00

### Notes

Change order reflects labor and material to relocate 270 lf. of 2" PVC street lighting conduit.

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

6,875.00

The original Contract Sum was	1,866,441.00
Net change by previous Change Orders	965.00
The Contract Sum prior to this Change Order	1,867,406.00
The Contract Sum will be changed by this Change Order	6,875.00
The new Contract Sum including this Change Order will be	1,874,281.00
The Contract Time will be changed by	0 Days

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

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





Construction  
Manager

## Change Order

Order#: 2129-05

Order Date: 10/27/2021

To: City of Kingsport  
225 W Center Street  
Kingsport TN 37660

Project: 2129  
Scott Adams Memorial Skatepark  
225 W Center Street  
Brickyard Park Dr.  
Kingsport TN 37660

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By:

Customer Order:

Specifications Attached ☐

Description of Work	Amount
Modular Restroom (Allowance)	10,000.00
Rock Removal	20,000.00
Soil Stabilization	41,327.00

### Notes

Change order includes an allowance for rock removal and any modular restroom changes for the Scott Adams Memorial Skate Park project. 3" of topsoil and soil stabilization is also included for the new limits of disturbance.

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

71,327.00

The original Contract Sum was .....	1,866,441.00
Net change by previous Change Orders .....	965.00
The Contract Sum prior to this Change Order .....	1,867,406.00
The Contract Sum will be changed by this Change Order .....	71,327.00
The new Contract Sum including this Change Order will be .....	1,938,733.00
The Contract Time will be changed by .....	0 Days

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

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

## MEMORANDUM

**TO:** Michael Borders  
**FROM:** Jennifer Salyer  
**DATE:** November 7, 2021  
**Barge PROJECT NO.:** 37343-01  
**RE:** Change Order Request

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The Scott Adams Memorial Skatepark currently has two (2) change orders that have been executed utilizing the project's construction contingency funds. These include the following.

CO No.	Description	Amount
1	Additional Funds for Tap Fee Allowance	\$965.00
2	Unsuitable Soil Remediation	\$105,100.70

Because of the quantity and remediation required for the unsuitable soils on site, the current construction contingency is insufficient to cover the remaining change orders needed to complete the project. The following additional change orders are being requested to address additional earthwork and rock excavation, reconfiguration of the street light conduit, and owner requested changes to the modular restroom building.

### Change Order #3 – Bioretention Pond Modifications: \$49,670.50

During excavation of the bioretention pond, a large pinnacle of rock was encountered. To remove the amount of rock needed to maintain the original design, the cost would have exceeded the construction contingency for that one item alone. Thus, the pond design was modified to avoid most of the rock. Change Order 3 covers the additional pond earthwork, modifications to the storm piping, additional topsoil and any additional rock removal necessary for the installation of the storm, water and sewer utilities.

### Change Order #4 – Relocation of Lighting Conduit: \$6,875.00

During earthwork activities, the conduit for the existing streetlights was uncovered and conflicted with the grading design. This resulted in a need to relocate 270 linear feet of 2" PVC conduit. This change order includes all material and labor cost associated with this effort.

### Change Order #5 – Modular Restroom, Rock Removal and Soil Stabilization: \$71,327.00

This change order includes additional costs associated with Owner requested changes to the modular restroom design to incorporate a different heating unit and magnetic lock system. It also includes any additional rock

removal encountered for the project not specifically covered under other change orders and additional soil stabilization (topsoil and seed) for the expanded limits of disturbance as result of additional unsuitable soil spoil material.



## AGENDA ACTION FORM

### Consent to Subcontract Work on Behalf of Redflex Traffic Systems, Inc.

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

Action Form No.: AF-326-2021  
 Work Session: November 15, 2021  
 First Reading: NA

Final Adoption: November 16, 2021  
 Staff Work By: D/C Jason Bellamy  
 Presentation By: D. Phipps

#### Recommendation:

Approve the Resolution

#### Executive Summary:

Redflex Traffic Systems Inc., a Verra Mobility company, and the City of Kingsport ("City") entered into an agreement on January 25, 2010, for a photo enforcement program (the "Agreement").

In performing this contract, Verra Mobility has engaged National Services, LLC, CSG Systems, Inc. and C3/CustomerContactChannels, Inc., a member of the Everise to perform services under the Agreement.

Pursuant to the Agreement, Redflex Traffic Systems, Inc. is requesting the consent of the City to subcontract work to National Services, LLC, CSG Systems, Inc. and C3/CustomerContactChannels, Inc., a member of the Everise.

#### Attachments:

1. Resoultion
2. Written Request for Consent to Subcontract

Funding source appropriate and funds are available: *JH*

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 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

WHEREAS, Redflex Traffic Systems Inc., a Verra Mobility company, and the city entered into an agreement on January 25, 2010, for a photo enforcement program which was approved in Resolution No. 2010-162; and

WHEREAS, in performing this contract, Verra Mobility has engaged National Services, LLC, CSG Systems, Inc. and C3/CustomerContactChannels, Inc., a member of the Everise to perform services under the Agreement; and

WHEREAS, pursuant to the Agreement, Redflex Traffic Systems, Inc. is requesting the consent of the city to subcontract work to National Services, LLC, CSG Systems, Inc. and C3/CustomerContactChannels, Inc., a member of the Everise.

Now therefore,

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

SECTION I. That a Consent to Subcontract with National Services, LLC, CSG Systems, Inc. and C3/CustomerContactChannels, Inc., a member of the Everise, 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 Consent to Subcontract with National Services, LLC, CSG Systems, Inc. and C3/CustomerContactChannels, Inc., a member of the Everise, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

Police Chief City of Kingsport  
200 Shelby Street  
Kingsport, TN 37660

**Re: Request for Consent to Subcontract**

Dear Police Chief:

Redflex Traffic Systems Inc., a Verra Mobility company, and the City of Kingsport ("City") entered into an agreement on January 25, 2010, for a photo enforcement program (the "Agreement"). In performing this contract, Verra Mobility has engaged National Services, LLC, CSG Systems, Inc. and C3/CustomerContactChannels, Inc., a member of the Everise to perform services under the Agreement.

Pursuant to the Agreement, we are requesting the consent of the City to subcontract work to National Services, LLC, CSG Systems, Inc. and C3/CustomerContactChannels, Inc., a member of the Everise. Please indicate the City's consent by countersigning this letter and returning the countersigned copy.

Should you have any questions, please do not hesitate to contact Hope Ball at hope.ball@verramobility.com. Your prompt attention to this matter is greatly appreciated.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 16th day of November, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



October 26, 2021

Police Chief  
City of Kingsport  
200 Shelby Street  
Kingsport, TN 37660

**Re: Request for Consent to Subcontract**

Dear Police Chief:

Redflex Traffic Systems Inc., a Verra Mobility company, and the City of Kingsport ("City") entered into an agreement on January 25, 2010, for a photo enforcement program (the "Agreement").

In performing this contract, Verra Mobility has engaged National Services, LLC, CSG Systems, Inc. and C3/CustomerContactChannels, Inc., a member of the Everise to perform services under the Agreement.

Pursuant to the Agreement, we are requesting the consent of the City to subcontract work to National Services, LLC, CSG Systems, Inc. and C3/CustomerContactChannels, Inc., a member of the Everise. Please indicate the City's consent by countersigning this letter and returning the countersigned copy.

Should you have any questions, please do not hesitate to contact Hope Ball at hope.ball@verramobility.com. Your prompt attention to this matter is greatly appreciated.

Sincerely,

*Jeremy Speck*

Jeremy Speck  
Manager, Procurement

CONSENTED TO BY:

CITY OF KINGSFORT

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

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

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



## AGENDA ACTION FORM

### Amend Contract with Mark III to Renew One More Year

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

Action Form No.: AF-316-2021  
 Work Session: November 15, 2021  
 First Reading: N/A

Final Adoption: November 16, 2021  
 Staff Work By: Stacey Baumgardner  
 Presentation By: M. Wessely

### Recommendation:

Approve the Resolution

### Executive Summary:

On July 1, 2017 an agreement with Mark III Employee Benefits was signed for services as our health benefits consultant for one year. The past three years we have renewed with no increase from Mark III for our services and have been pleased with our level of service. Two years ago, Mark III also started serving as our broker for the dental and vision benefits.

We recommend an additional year with Mark III Employee Benefits to further evaluate their services for one additional year with a total cost to remain at \$35,000.00 annually. Funding is in the budget in Account # 625-1604-413-20-20. We plan to issue a new RFP for this contract next year.

### Attachments:

1. Resolution
2. Benefits Consulting Agreement

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: *W*

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



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

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

WHEREAS, in July, 2017, the city entered into an agreement with Mark III Employee Benefits, which provides review of all city benefit plans and programs and makes recommendations to the city based on this review; and

WHEREAS, the initial term of the agreement was for one year and there have been multiple one year renewals each at a cost of \$35,000.00, and

WHEREAS, the agreement expired on June 30, 2021; and

WHEREAS, the city would like to amend that agreement to add an additional year at a cost of \$35,000.00 to expire on June 30, 2022; and

WHEREAS, funding is available in Account # 625-1604-413-20-20.

Now therefore,

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

SECTION I. That an amendment to the agreement with Mark III Employee Benefits to extend the agreement for an additional year is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement of Mark III Employee Benefits and all other documents necessary and proper 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 amendment that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 16th day of November, 2021.

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

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**Baumgardner, Stacey**

---

**From:** Jon Manfull <jon@markiiieb.com>  
**Sent:** Thursday, October 28, 2021 3:45 PM  
**To:** DeCroes, George; Baumgardner, Stacey  
**Cc:** Brad Easterling  
**Subject:** Benefits Consulting Agreement

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

George,

Per our conversation earlier this week, Mark III agrees to continue our Benefits Consulting Services with the same terms, conditions, and compensation of \$35,000 annually, through June 30, 2022.

Let me know if you need anything further.

Thanks again for your business!

Jon

**Jon Manfull**  
*Senior Account Executive*



Mark III Employee Benefits  
300 W. Watauga Avenue  
Johnson City, TN 37604  
(800) 532-1044 x305  
(704) 365-4280 x305  
[www.markiiieb.com](http://www.markiiieb.com)

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## AGENDA ACTION FORM

### Approve Lease Agreement with H.O.P.E. for Space at Lynn View Community Center

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

Action Form No.: AF-327-2021  
 Work Session: November 15, 2021  
 First Reading: N/A

Final Adoption: November 16, 2021  
 Staff Work By: Kristie Leonard  
 Presentation By: M. Borders

#### Recommendation:

Approve the Resolution

#### Executive Summary:

H.O.P.E. (Help Our Potential Evolve), a local non-profit youth organization, recently suffered flood damage to their office space. The repairs and renovations to the damaged space is expected to be completed spring of 2022, they can return to their office space upon completion. In the interim, H.O.P.E. requests to lease space at the Lynn View Community Center for office and meeting purposes. The lease will be for 6 months, with the option to renew for an additional 6 months with a rental rate of \$1 per month.

#### Attachments:

1. Resolution
2. Floor Plan

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*

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

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

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

WHEREAS, H.O.P.E. (Help Our Potential Evolve), a local non-profit youth organization, recently suffered flood damage to their office space; and

WHEREAS, the repairs and renovations to the damaged space is expected to be completed spring of 2022, they can return to their office space upon completion; and

WHEREAS, in the interim, H.O.P.E. requests to lease space at the Lynn View Community Center for office and meeting purposes

Now therefore,

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

SECTION I. That a Lease Agreement between the City of Kingsport and H.O.P.E. (Help Our Potential Evolve) for space located at the Lynn View Community Center, is approved.

SECTION II. That the mayor or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Lease Agreement between the City of Kingsport and H.O.P.E. (Help Our Potential Evolve) for space located at the Lynn View Community Center, Tennessee, to deliver the Agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**LYNN VIEW COMMUNITY CENTER  
LEASE AGREEMENT**

**THIS LEASE**, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Kingsport, a municipal corporation (herein called "Landlord"), and H.O.P.E. (Help Our Potential Evolve), Inc., a 501(c)(3) public charity not for profit corporation chartered under the laws of the state of Tennessee (herein called "Tenant").

**WITNESSETH:**

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

- 1. Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Lynn View Community Center as shown on the attached "Exhibit A" (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.  
This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.
- 2. Term.** The term of this Lease shall be until May 31, 2022, and shall commence to run on the date of this Lease. The Parties shall have the option to renew this Lease for one (1) successive renewal term of six (6) months. Each of such renewal terms shall be upon the same terms, covenants and conditions hereof, except (a) there shall be no further renewal right after the expiration of the renewal term, and (b) compensation shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord no less than 30 days prior to the termination of this Lease on May 31, 2022. This Lease shall be extended without

any further instrument providing the Lease is not terminated for other reasons as stated herein. This Lease may be terminated at any time during the term of the lease or any renewal thereof by either party by giving written notice to the other party at least 30 days before the effective date of such termination.

3. **Use.** Tenant shall use the Premises during those hours which the Lynn View Community Center is open to the public for activities including office functions and meeting space and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. Tenant agrees that Landlord may remove any of Landlord's furnishings from the Premises while Premises are not occupied by Tenant.
4. **Rent.** Tenant agrees to pay to Landlord as Rent, without notice or demand, the amount of SIX DOLLARS (\$6.00) in advance of occupancy.
5. **Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose. Nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit, or allow to be committed, any waste in or upon the Premises.
6. **Compliance with Law.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.
7. **Alterations and Additions.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part except movable furniture and trade fixture.
8. **Repairs.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.  
Notwithstanding the provisions of this section hereinabove, Landlord shall repair and maintain the exterior walls and roof of the building of which the Premises are a part, unless the necessity for such maintenance and repairs is caused in part or in whole by the act, neglect, fault or omission of the Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.
9. **Liens.** Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.
10. **Assignment and Subletting.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof.
11. **Hold Harmless.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action

or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. **Liability Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of Commercial General Liability Insurance issued on an Insurance Services Office (ISO) Special Coverage Form or its equivalent for bodily injury, property damage, and contractual coverages in the amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in a general aggregate. The policy shall have no sublimits and sufficient fire legal liability limit to reimburse for any fire damage to Tenant's or other leased and unleased spaces. Proceeds from any insurer shall first be applied to the repair or restoration of the building, leased premises, and satisfaction of this lease before payment is made to benefit the Tenant. All policies shall be from insurers that have a Certificate of Authority issued by or are otherwise eligible to operate in the State of Tennessee. Each insurer shall have a rating of A or better by AM Best or its equivalent as determined by the City. A Certificate of Insurance is required upon execution of the lease and shall include the following language: "The City of Kingsport, Tennessee, its governing body, elected officials, officers, volunteers, agents, and employees as additional insureds for the full limits of all policies listed herein or otherwise applicable on a primary and noncontributory basis." And, "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder." Tenant's insurance policies shall include appropriate clauses waiving all rights of subrogation against Landlord with respect to losses payable under such policies.
13. **Rules and Regulations.** Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.
14. **Holding Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.
15. **Entry by Landlord.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.
16. **Parking and Common Areas.** All parking and common areas and other common facilities made available by Landlord in or about the Lynn View Community Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.  
[Acknowledgements Deleted for Inclusion in This Resolution]

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, 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 16<sup>th</sup> day of November, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

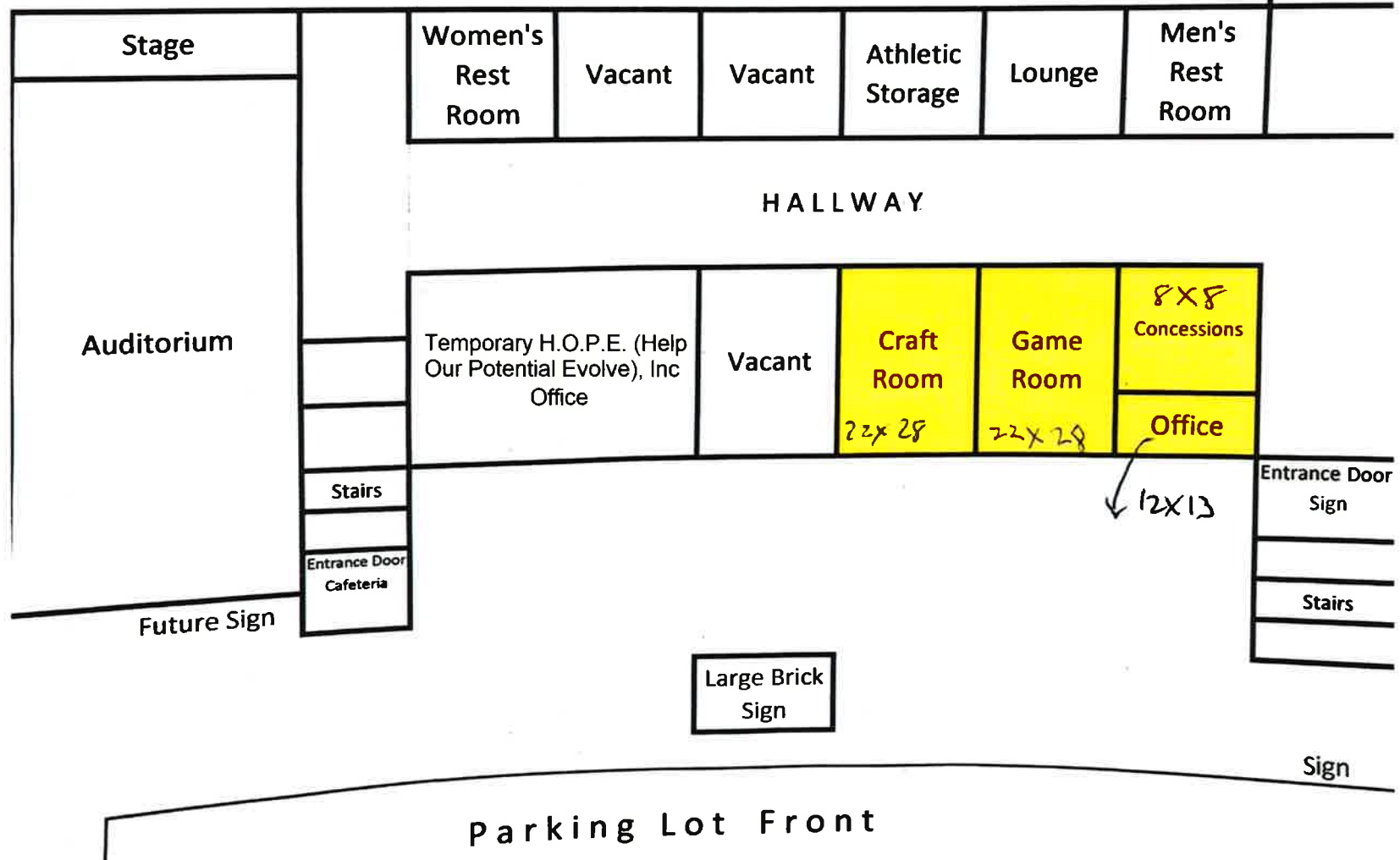
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



LYNN VIEW COMMUNITY CENTER  
257 Walker St. Kingsport, TN  
2nd Floor Gymnasium Area

First priority for Painting

Areas to be utilized





## AGENDA ACTION FORM

### **A Resolution Authorizing the Mayor to Execute an Amendment to the Agreement With St. Andrew's Parish Parks & Playground Commission d/b/a eTrak Terminating the Parties Agreement**

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

Action Form No.: AF-329-2021  
 Work Session: November 15, 2021  
 First Reading: N/A

Final Adoption: November 16, 2021  
 Staff Work By: Michael Borders  
 Presentation By: M. Borders

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

On March 1, 2013 the city entered into an agreement with eTrak for the procurement of a recreation management software license. This agreement was subsequently extended through February 28, 2023.

Since the extension, technical support is no longer offered for the current version of the software. Furthermore, the latest version of the software does not offer the functions which are necessary to the leisure services department's operations.

The city has procured an alternative recreation management software and no longer requires the eTrak software. Therefore, the accompanying resolution authorizes the mayor to execute an amendment to the agreement with eTrak terminating the parties' agreement as of February 28, 2022. eTrak is agreeable to the early termination.

#### **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 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

WHEREAS, on March 1, 2013, the city entered into an agreement with St. Andrew's Parish Parks & Playground Commission d/b/a eTrak (hereinafter "eTrak") for the procurement of a recreation management software license which was subsequently extended through February 28, 2023; and

WHEREAS, since the extension, technical support is no longer offered for the current version of the software; and

WHEREAS, while a supported version of the eTrak software is available, this version does not offer the functions which are necessary to the leisure services department's operations; and

WHEREAS, the city has procured an alternative recreation management software and therefore it is recommended the agreement with eTrak be terminated effective February 28, 2022; and

WHEREAS, eTrak is agreeable to the early termination.

Now therefore,

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

SECTION I. That an amendment to the agreement with eTrak terminating the agreement effective February 28, 2022 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 amendment to the agreement with eTrak terminating the parties agreement effective as of February 28, 2022, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
CITY OF KINGSPORT, TENNESSEE  
AND**

**ST. ANDREW'S PARISH PARKS & PLAYGROUND COMMISSION (d/b/a eTrak)**

THIS SECOND AMENDMENT TO THE AGREEMENT BETWEEN CITY OF KINGSPORT, TENNESSEE AND ST. ANDREW'S PARISH PARKS & PLAYGROUND COMMISSION (d/b/a eTrak) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Kingsport (hereinafter City) and St. Andrew's Parish Parks & Playground Commission (hereinafter eTrak).

WHEREAS, the City and eTrak entered into an agreement on the 1<sup>st</sup> day of March, 2013, wherein eTrak agreed to provide recreation management software and support for City; and

WHEREAS, on the 1<sup>st</sup> day of March, 2018 the agreement between eTrak and City was extended through the 28<sup>th</sup> day of February, 2023; and

WHEREAS, City and eTrak have mutually agreed the interests of each party would be best served by terminating the agreement effective the 28<sup>th</sup> day of February, 2022.

NOW THEREFORE, for and in consideration of the mutual benefits to the parties which are hereby acknowledged and agreed upon City and eTrak agree as follows:

1. City does hereby give and eTrak does hereby acknowledge receipt of no less than 90 days advance notice of City's desire to terminate the agreement between the parties;

2. City and eTrak will each benefit from the early termination of the agreement between the parties;

3. Following termination, no party shall have any rights or responsibilities to another party except any rights or responsibilities which the parties original agreement explicitly state would survive termination of the agreement;

4. The agreement will terminate effective February 28, 2022.

IN WITNESS WHEREOF, an authorized representative of each party has executed this document and in so doing acknowledged their authority to enter into this agreement and to bind City and eTrak to the terms set forth herein effective as of the date and year first herein above written.

[Acknowledgements Deleted for Inclusion in This Resolution]

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

SECTION IV. That the board finds that 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 16th day of November, 2021.

---

PATRICK W. SHULL, MAYOR

ATTEST:

---

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## MATERIALS AGREEMENT SUMMARY

**Consideration of the City Manager to Sign all Documents Necessary to Enter into a Materials Agreement with Orth Construction Related to the Hunts Crossing Phase 2 Development and to Appropriate the Funds**

To: Chris McCartt, City Manager *CM*  
 From: David Harris, City Staff

Project No.: 2021-D7

**Summary:**

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

Pursuant to the policy, Orth Construction has requested that the proposed Hunts Crossing Phase 2 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$41,526.07 for a new twenty one (21) lot development.

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

**Attachments:**

1. Agreement
2. Cost Table
3. Location Maps
4. Development Chart

Funding source appropriate and funds are available: \_\_\_\_\_

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: \_\_\_\_\_

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

## MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 22nd day of October, 2021, by and between Orth Construction hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

### WITNESSETH:

1. The Developer has subdivided a tract of land known as Hunts Crossing Phase 2, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 831 LFT of Waterline and 624 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$41,526.07. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.
10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.
11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.
12. Developer cannot return any unused 6" D.I. Waterlines as these were ordered in 20' length joints due to Material Shortages.
13. Any unused materials other than described in item number 12 acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

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

  
\_\_\_\_\_  
Developer  
  
\_\_\_\_\_  
Chris McCartt, City Manager

Attest:

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

Approved as to form:

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

## Materials Agreement

Project: Hunts Crossing Phase 2  
 Date: October 20, 2021  
 Developer: Orth Construction

File No.: 2021-D7

Water Line		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
41810	6" x 18' D.I. Pipe	48.00	Joints	\$373.86	\$17,945.28
42120	4' Bury Hydrant	2.00	each	\$1,610.00	\$3,220.00
42325	6" MJ Gate Valve	6.00	each	\$479.70	\$2,878.20
43032	6x6x6 Anchor Tee	2.00	each	\$179.74	\$359.48
42845	6" x 18" MJ Anchor Coupling	2.00	each	\$153.79	\$307.58
41951	6" MJ D.I. Plug with 2" Tap	1.00	each	\$84.09	\$84.09
Building Code					
	Receipt To:				
Subtotal:	<b>451-0000-208-1250</b>				\$24,794.63
Sales Tax:	<b>451-0000-207-0201</b>			9.50%	\$2,355.49
Project #	<b>WA2254</b>			Water Total:	\$27,150.12
	Expense To:				
Water Acct. #	<b>451-0000-605-9003</b>				





## Materials Agreement

Project:	Hunts Crossing Phase 2
Date:	October 20, 2021
Developer:	Orth Construction

File No.: 2021-D7

Sanitary Sewer		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	46.00	Joints	\$113.40	\$5,216.40
45057	8" x 6" Tee Wye gsktd Sewer	21.00	each	\$39.18	\$822.78
45112	Manhole Frame & Covers V-1312-44	4.00	each	\$253.76	\$1,015.04
45226	Manhole Base (24") w/ Invert	4.00	each	\$550.00	\$2,200.00
	Estimated Total Manhole Cost Estimate	1.00	each	\$3,874.50	\$3,874.50
Building Code					
	Receipt To:				
Subtotal:	452-0000-208-1250				\$13,128.72
Sales Tax:	452-0000-207-0201			9.50%	\$1,247.23
Project #	SW2254			Sewer Total:	\$14,375.95
	Expense To:				
Sewer Acct #	452-0000-606-9003				
				Grand Total:	\$41,526.07





# PROPOSED CONST

## HUNTS CR

## SUBDIVI

## KINGSPORT, T

### CONTACTS

#### PLANNING:

CITY OF KINGSPORT PLANNING DEPT  
201 W MARKET STREET  
KINGSPORT, TN 37660  
CONTACT: JESSICA HARVON  
PHONE: (423) 229-9381

#### STREETS:

CITY OF KINGSPORT ENGINEERING DEPT  
1644 FORT HENRY DRIVE  
KINGSPORT, TN 37664  
CONTACT: JIM HENSLEY  
PHONE: (423) 224-2613

#### STORMWATER:

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1644 FORT HENRY DRIVE  
KINGSPORT, TN 37664  
CONTACT: DAVID EDWARDS  
PHONE: (423) 343-9845

#### WATER AND SEWER:

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1213 KONNAROCK ROAD  
KINGSPORT, TN 37664  
CONTACT: DAVE HARRIS  
PHONE: (423) 224-2415

#### ELECTRIC:

AMERICAN ELECTRIC POWER  
420 RIVERPORT ROAD  
KINGSPORT, TN 37660  
CONTACT: ROB ARNOLD  
PHONE: (423) 578-2226

#### GAS:

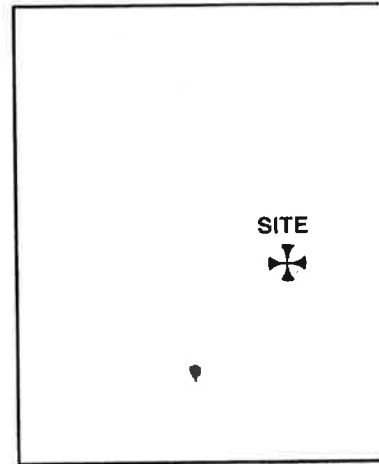
EAST TN NATURAL GAS, LLC  
1277 FORTTOWN ROAD  
KINGSPORT, TN 37663  
CONTACT: BOB SETZKORN  
PHONE: (423) 817-1524

#### CABLE:

CHARTER  
10417 WALLACE ALLEY STREET  
KINGSPORT, TN 37663  
CONTACT: MARK HARVON  
PHONE: (423) 817-0871

#### TELEPHONE:

CENTURY LINK  
101 NORTH ROAN STREET  
JOHNSON CITY, TN 37601  
CONTACT: JEFF HONEYCUTT  
PHONE: (423) 461-4473



SITE  
+

VICINITY MAP  
N.T.S.

## JULY 16,

#### PROJECT DEVELOPER:

ORTH CONSTRUCTION  
3312 WAYFIELD DRIVE  
JOHNSON CITY, TN 37601  
PHONE: (423) 979-0380  
EMAIL: [terry@orthhomes.com](mailto:terry@orthhomes.com)  
CONTACT: TERRY ORTH

#### ENGINEERING SE

HIGHLANDS ENGI  
4132 BRISTOL HI  
JOHNSON CITY, T  
PHONE: (423) 912  
E-MAIL: [highland](mailto:highland)  
CONTACT: JONA

City of Kingsport  
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Reim to Dev	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	\$4,636.74	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	17	15	\$85,648.47	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	\$41,214.30	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			\$17,439.89	Closed
Edinburgh Group LLC	Edinburgh Phase IA, Section 1	32	\$42,867.62	02/19/07	Total of 236	215	\$39,474.82	Closed
	Edinburgh Phase IA, Section 2	15	\$25,205.92	04/17/07			\$23,273.53	Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			\$2,659.62	Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			\$11,116.69	Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			\$8,770.02	Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			\$18,549.10	Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			\$23,403.87	Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			\$17,792.14	Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			\$60,735.18	Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			\$48,501.91	Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			\$25,162.11	Closed
	Edinburgh Phase 9	6	\$5,917.93	5/5/2016			\$5,386.74	Closed
	Edinburgh Phase 10	10	\$38,265.22	3/1/2017			\$34,953.21	Closed
	Edinburgh South Phase 1	23	\$36,694.42	11/1/2016			\$33,722.81	Closed
	Edinburgh Phase 11	14	\$26,250.40	6/19/2018			\$23,984.14	Closed
	Edinburgh S. Phase 2 Gibson Spr	24	\$28,924.56	5/5/2020	12			Open
	Edinburgh S. Phase 3 Gibson Spr	19	\$38,378.10	10/15/2019			\$35,631.30	Closed
	Edinburgh Phase 12	13	\$12,752.16	7/23/2019				Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	47	41	\$111,538.58	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	22	20	\$44,680.99	Closed
Harold Slemp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	46	45	\$70,722.51	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	9	6	\$16,883.63	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	43	41	\$66,603.46	Closed
	Anchor Point – Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0		Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	\$8,203.18	Closed
Ken Bates	Chase Meadows Phase I (reim for 1)	15	\$39,418.91	07/15/08	Total of 68	56	\$31,518.06	Closed
	Chase Meadows Phase II (amt not paid)	87	(\$68,096.96)	08/19/08				Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	\$28,588.47	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	43	42	\$91,166.09	Closed
Gary Alexander	Riverbend Phase I	15	\$32,767.17	02/03/09	10	0	\$26,351.32	Closed
	Riverbend - Epcon Phase II (tabled 1/10/11)	9	(\$33,171.54)	02/01/11				Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	\$30,938.04	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			\$3,799.14	Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	7	\$1,959.94	Closed
Vic Davis	The Summitt at Preston Park Ph. 3	20	\$79,327.82	12/03/13	5	3	\$70,967.77	Closed
	<b>TOTAL</b>	<b>921</b>	<b>\$1,214,225.48</b>		<b>606</b>	<b>532</b>	<b>\$1,165,977.77</b>	

Revised 0701/21



## MATERIALS AGREEMENT SUMMARY

### Consideration of the City Manager to Sign all Documents Necessary to Enter into a Materials Agreement with Orth Construction Related to the Hunts Crossing Phase 3 Development and to Appropriate the Funds

To: Chris McCartt, City Manager *CM*  
 From: David Harris, City Staff

Project No.: 2021-D7

#### Summary:

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

Pursuant to the policy, Orth Construction has requested that the proposed Hunts Crossing Phase 3 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$37,073.45 for a new seventeen (17) lot development.

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

#### Attachments:

1. Agreement
2. Cost Table
3. Location Maps
4. Development Chart

Funding source appropriate and funds are available: \_\_\_\_\_

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: \_\_\_\_\_

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

## MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 22nd day of October, 2021, by and between Orth Construction hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

### WITNESSETH:

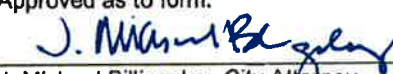
1. The Developer has subdivided a tract of land known as Hunts Crossing Phase 3, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 482 LFT of Waterline and 948 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$37,073.45. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.
10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.
11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.
12. Developer cannot return any unused 6" D.I. Waterlines as these were ordered in 20' length joints due to Material Shortages.
13. Any unused materials other than described in item number 12 acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

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

  
\_\_\_\_\_  
Developer  
  
\_\_\_\_\_  
Chris McCart, City Manager

Attest:

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

Approved as to form:  
  
\_\_\_\_\_  
J. Michael Billingsley, City Attorney

## Materials Agreement

Project: Hunts Crossing Phase 3  
 Date: October 20, 2021  
 Developer: Orth Construction

File No : 2021-D7

Water Line		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
41810	6" x 18' D.I. Pipe	28.00	Joints	\$373.86	\$10,468.08
42120	4' Bury Hydrant	2.00	each	\$1,610.00	\$3,220.00
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42845	6" x 18" MJ Anchor Coupling	2.00	each	\$153.79	\$307.58
41951	6" MJ D.I. Plug with 2" Tap	1.00	each	\$84.09	\$84.09
Building Code					
	Receipt To:				
Subtotal:	<b>451-0000-208-1250</b>				\$18,276.83
Sales Tax:	<b>451-0000-207-0201</b>			9.50%	\$1,736.30
Project #	<b>WA2255</b>			Water Total:	\$20,013.13
	Expense To:				
Water Acct. #	<b>451-0000-605-9003</b>				





## Materials Agreement

Project: Hunts Crossing Phase 3  
Date: October 20, 2021  
Developer: Orth Construction

File No.: 2021-D7

Sanitary Sewer		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	69.00	Joints	\$113.40	\$7,824.60
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45226	Manhole Base (24") w/ Invert	4.00	each	\$550.00	\$2,200.00
	Estimated Total Manhole Cost Estimate	1.00	each	\$3,874.50	\$3,874.50
Building Code					
	Receipt To:				
Subtotal:	<b>452-0000-208-1250</b>				\$15,580.20
Sales Tax:	<b>452-0000-207-0201</b>			9.50%	\$1,480.12
Project #	<b>SW2255</b>			Sewer Total:	\$17,060.32
	Expense To:				
Sewer Acct #	<b>452-0000-606-9003</b>				
				Grand Total	\$37,073.45



# PROPOSED CONSTRUCTION

## HUNTS CROOK SUBDIVISION

## KINGSPORT, TN

### CONTACTS

#### PLANNING:

CITY OF KINGSPORT PLANNING DEPT  
201 W. MARKET STREET  
KINGSPORT, TN 37660  
CONTACT: JESSICA HARMON  
PHONE: (423) 229-9381

#### STREETS:

CITY OF KINGSPORT ENGINEERING DEPT  
1644 FORT HENRY DRIVE  
KINGSPORT, TN 37664  
CONTACT: JIM HENSLEY  
PHONE: (423) 224-2613

#### STORMWATER:

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420 RIVERPORT ROAD  
KINGSPORT, TN 37660  
CONTACT: ROB ARNOLD  
PHONE: (423) 578-2226

#### GAS:

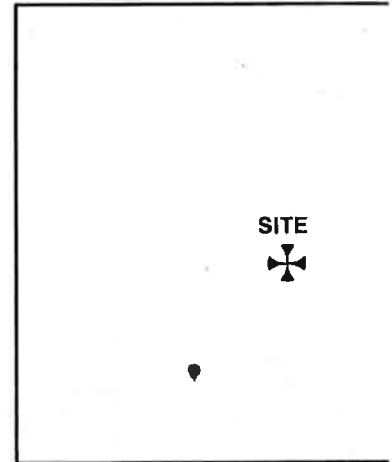
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CONTACT: BOB SEITZKORN  
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#### TELEPHONE:

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JOHNSON CITY, TN 37601  
CONTACT: JEFF MCNEYCUTT  
PHONE: (423) 461-4473



VICINITY MAP  
N.T.S.

## JULY 16,

#### PROJECT DEVELOPER:

ORTH CONSTRUCTION  
3312 WAYFIELD DRIVE  
JOHNSON CITY, TN 37601  
PHONE: (423) 979-0380  
EMAIL: [terry@orthhomes.com](mailto:terry@orthhomes.com)  
CONTACT: TERRY ORTH

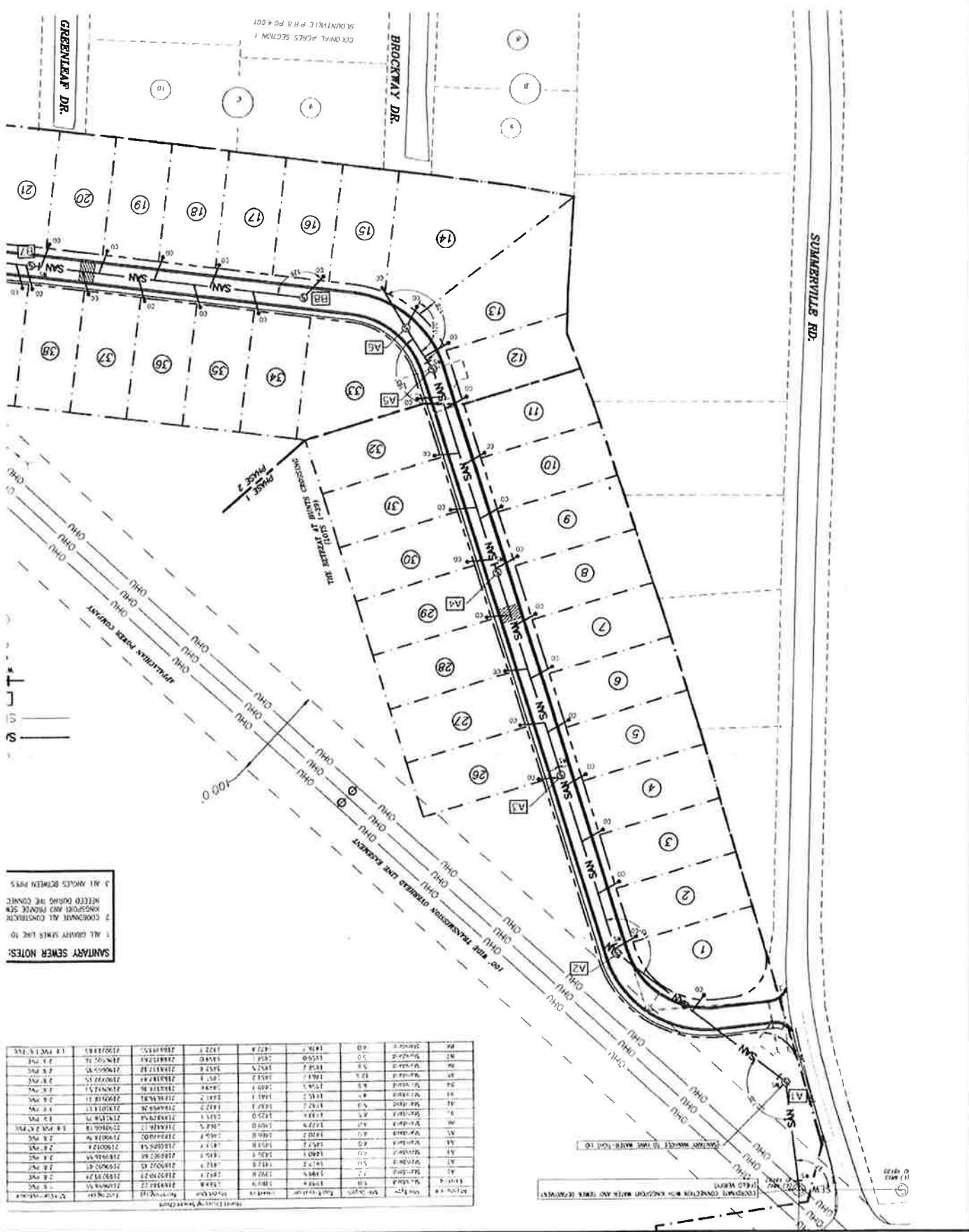
#### ENGINEERING SERVICES:

HIGHLANDS ENGINEERING  
4132 BRISTOL HIGHWAY  
JOHNSON CITY, TN 37601  
PHONE: (423) 926-1111  
E-MAIL: [highlands@earthlink.net](mailto:highlands@earthlink.net)  
CONTACT: JONATHAN





CALL 711  
BEFORE  
CLOSING  
GATE 2

A circular sign with a diagonal slash over a silhouette of a person standing, indicating no parking.

SNR	1/32	1/16	1/8	1/4	1/2	1	2	4	8	16	32	64	128	256	512	1024	2048	4096	8192	16384	32768	65536	131072	262144	524288	1048576	2097152	4194304	8388608	16777216	33554432	67108864	134217728	268435456	536870912	1073741824	2147483648	4294967296	8589934592	17179869184	34359738368	68719476736	137438953472	274877906944	549755813888	1099511627776	2199023255552	4398046511104	8796093022208	17592186044416	35184372088832	70368744177664	140737488355328	281474976710656	562949953421312	1125899906842624	2251799813685248	4503599627370496	9007199254740992	18014398509481984	36028797018963968	72057594037927936	144115188075855872	288230376151711744	576460752303423488	1152921504606846976	2305843009213693952	4611686018427387904	9223372036854775808	18446744073709551616	36893488147419103232	73786976294838206464	147573952589676412928	295147905179352825856	590295810358705651712	1180591620717411303424	2361183241434822606848	4722366482869645213696	9444732965739290427392	18889465931478580854784	37778931862957161709568	75557863725914323419136	151115727451828646838272	302231454903657293676544	604462909807314587353088	1208925819614629174706176	2417851639229258349412352	4835703278458516698824704	9671406556917033397649408	19342813113834066795298816	38685626227668133590597632	77371252455336267181195264	154742504910672534362390528	309485009821345068724781056	618970019642690137449562112	1237940039285380274899124224	2475880078570760549798248448	4951760157141521099596496896	9903520314283042199192993792	19807040628566084398385987584	39614081257132168796771975168	79228162514264337593543950336	158456325028528675187087900672	316912650057057350374175801344	633825300114114700748351602688	1267650600228229401496703205376	2535301200456458802993406410752	5070602400912917605986812821504	10141204801825835211973625643008	20282409603651670423947251286016	40564819207303340847894502572032	81129638414606681695789005144064	162259276829213363391578010288128	324518553658426726783156020576256	649037107316853453566312041152512	1298074214633706907132624082305024	2596148429267413814265248164610048	5192296858534827628530496329220096	10384593717069655257060992658440192	20769187434139310514121985316880384	41538374868278621028243970633760768	83076749736557242056487941267521536	166153499473114484112975882535043072	332306998946228968225951765070086144	664613997892457936451903530140172288	1329227995784915872903807060280344576	2658455991569831745807614120560689152	5316911983139663491615228241121378304	10633823966279326983230456482242756608	21267647932558653966460912964485513216	42535295865117307932921825928971026432	85070591730234615865843651857942052864	170141183460469231731687303715884105312	340282366920938463463374607431768210624	680564733841876926926749214863536421248	1361129467683753853853498429727072842496	2722258935367507707706996859454145684928	5444517870735015415413993718908291369856	10889035741470030830827987437816582739712	21778071482940061661655974875633165479424	43556142965880123323311949751266330958848	87112285931760246646623899502532661917696	1742245718635204932932477990050653218352	3484491437270409865864955980101306436704	696898287454081973172991196020261283408	1393796574908163946345982392040522568816	2787593149816327892691964784081045137728	5575186299632655785383929568162090275456	11150372599265311570767859136324180550912	223007451
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City of Kingsport  
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Reim to Dev	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	\$4,636.74	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	17	15	\$85,648.47	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	\$41,214.30	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			\$17,439.89	Closed
Edinburgh Group LLC	Edinburgh Phase IA, Section 1	32	\$42,867.62	02/19/07	Total of 236	215	\$39,474.82	Closed
	Edinburgh Phase IA, Section 2	15	\$25,205.92	04/17/07			\$23,273.53	Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			\$2,659.62	Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			\$11,116.69	Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			\$8,770.02	Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			\$18,549.10	Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			\$23,403.87	Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			\$17,792.14	Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			\$60,735.18	Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			\$48,501.91	Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			\$25,162.11	Closed
	Edinburgh Phase 9	6	\$5,917.93	5/5/2016			\$5,386.74	Closed
	Edinburgh Phase 10	10	\$38,265.22	3/1/2017			\$34,953.21	Closed
	Edinburgh South Phase 1	23	\$36,694.42	11/1/2016			\$33,722.81	Closed
	Edinburgh Phase 11	14	\$26,250.40	6/19/2018			\$23,984.14	Closed
	Edinburgh S. Phase 2 Gibson Spr	24	\$28,924.56	5/5/2020	12			Open
	Edinburgh S. Phase 3 Gibson Spr	19	\$38,378.10	10/15/2019			\$35,631.30	Closed
	Edinburgh Phase 12	13	\$12,752.16	7/23/2019				Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	47	41	\$111,538.58	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	22	20	\$44,680.99	Closed
Harold Slemp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	46	45	\$70,722.51	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	9	6	\$16,883.63	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	43	41	\$66,603.46	Closed
	Anchor Point -- Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0		Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	\$8,203.18	Closed
Ken Bates	Chase Meadows Phase I (reim for 1)	15	\$39,418.91	07/15/08	Total of 68	56	\$31,518.06	Closed
	Chase Meadows Phase II (amt not paid)	87	(\$68,096.96)	08/19/08				Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	\$28,588.47	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	43	42	\$91,166.09	Closed
Gary Alexander	Riverbend Phase I	15	\$32,767.17	02/03/09	10	0	\$26,351.32	Closed
	Riverbend - Epcon Phase II (tabled 1/10/11)	9	(\$33,171.54)	02/01/11				Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	\$30,938.04	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			\$3,799.14	Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	7	\$1,959.94	Closed
Vic Davis	The Summitt at Preston Park Ph. 3	20	\$79,327.82	12/03/13	5	3	\$70,967.77	Closed
	<b>TOTAL</b>	<b>921</b>	<b>\$1,214,225.48</b>		<b>606</b>	<b>532</b>	<b>\$1,165,977.77</b>	

Revised 0701/21



## MATERIALS AGREEMENT SUMMARY

### Consideration of the City Manager to Sign all Documents Necessary to Enter into a Materials Agreement with HPV Related to the Caymus Yard Development and to Appropriate the Funds

To: Chris McCartt, City Manager *CM*  
 From: David Harris, City Staff

Project No.: 2021-D21

#### Summary:

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

Pursuant to the policy, HPV, LLC has requested that the proposed Caymus Yard Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$15,844.63 for a new twenty eight (28) lot development.

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

#### Attachments:

- 1 Agreement
- 2 Cost Table
- 3 Location Maps
- 4 Development Chart

Funding source appropriate and funds are available: \_\_\_\_\_

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: \_\_\_\_\_

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

## MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 22nd day of August, 2021, by and between HPV, LLC hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

### WITNESSETH:

1. The Developer has subdivided a tract of land known as Caymus Yard, and preliminary approval having been heretofore granted by the Planning Commission.

2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 140 LFT of Waterline and 455 LFT of Sanitary Sewer Line to construct.

3. The estimated cost of the materials listed in paragraph 2 above is approximately \$15,844.63. The Developer will purchase this material from the City for use for construction pursuant to this contract only.

4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.

5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.

6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.

7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.

8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.

9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.

10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.

11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.

12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

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

Developer

Chris McCartt City Manager

Attest

Angela Marshall, Deputy City Recorder

Approved as to form:

J. Michael Billingsley, City Attorney

## Materials Agreement

Project: Caymus Yard  
 Date: October 22, 2021  
 Developer: HVP, LLC

File No.: 2021-D21

Water Line		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
41810	6" x 18' D.I. Pipe	9.00	Joints	\$373.86	\$3,364.74
42120	4' Bury Hydrant	1.00	each	\$1,610.00	\$1,610.00
42325	6" MJ Gate Valve	1.00	each	\$479.70	\$479.70
43032	6x6x6 Anchor Tee	1.00	each	\$179.74	\$179.74
42845	6" x 18" MJ Anchor Coupling	1.00	each	\$153.79	\$153.79
41951	6" MJ D.I. Plug with 2" Tap	1.00	each	\$84.09	\$84.09
Building Code					
	Receipt To:				
Subtotal:	451-0000-208-1250				\$5,872.06
Sales Tax:	451-0000-207-0201			9.50%	\$557.85
Project #	WA2256			Water Total:	\$6,429.91
	Expense To:				
Water Acct. #	451-0000-605-9003				

## Materials Agreement

Project:	Caymus Yard
Date:	October 22, 2021
Developer:	HVP, LLC

File No.: 2021-D21

0

<b>Sanitary Sewer</b>		<b>Anticipated</b>		<b>Estimated</b>	
<b>Item #</b>	<b>Item Description</b>	<b>Units</b>	<b>U/M</b>	<b>Price</b>	<b>Total</b>
45003	8" x 14' SDR-35 gsktd Sewer Pipe	34.00	Joints	\$113.40	\$3,855.60
45057	8" x 6" Tee Wye gsktd Sewer	28.00	each	\$39.18	\$1,097.04
45112	Manhole Frame & Covers V-1312-44	3.00	each	\$253.76	\$761.28
	Estimated Total Manhole Cost	1.00	each	\$2,884.00	\$2,884.00
Building Code					
	Receipt To:				
Subtotal	452-0000-208-1250				\$8,597.92
Sales Tax:	452-0000-207-0201			9.50%	\$816.80
Project #	SW2256			Sewer Total	\$9,414.72
	Expense To:				
Sewer Acct #	452-0000-606-9003				
				Grand Total	\$15,844.63

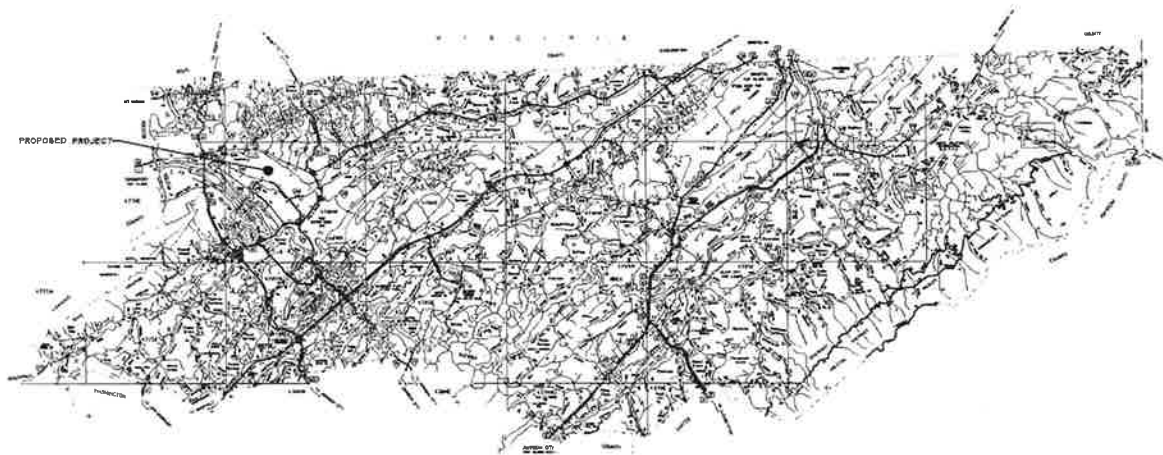


# CAYMUS YARD HVP, LLC.

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



LOCATION MAP  
N.T.S.



SULLIVAN COUNTY  
TENNESSEE



## SITE DATA

ZONING B1 - NEIGHBORHOOD BUSINESS DISTRICT  
R3 - LOW DENSITY APARTMENT DISTRICT  
TOTAL AREA 3.90± ACRES  
TOTAL BUILDINGS 30  
DISTURBED AREA 3.80± ACRES  
IMPERVIOUS AREA - ROAD 0.29± ACRES  
IMPERVIOUS AREA - BUILDING 1.27± ACRES

## INDEX OF SHEETS

SHEET NO.	SHEET TITLE
COVER	COVER SHEET
SURVEY	ORIGINAL SURVEY
C100	SITE ROADWAY LAYOUT AND STAKING PLAN
C101	ROADWAY AND SIDEWALK DETAILS
C200	SITE GRADING AND DRAINAGE PLAN
C200E	PRE-DEVELOPED WATERSHED - DRAINAGE PATTERNS
C200P	POST-DEVELOPED WATERSHED - DRAINAGE PATTERNS
C201	SITE STORM SEWER DETAILS
C202	SITE STORM SEWER DETAILS
C203	STREET PROFILES AND UTILITIES PROFILES - STORM SEWER
C300	SANITARY SEWER UTILITIES PLAN
C301	SITE UTILITIES DETAILS - SANITARY SEWER
C302	STREET PROFILES AND UTILITIES PROFILES - SANITARY SEWER
C400	WATER UTILITIES PLAN
C401	SITE UTILITIES DETAILS - WATER
C600	EROSION CONTROL PLAN - FINAL CONDITIONS
C601	EROSION CONTROL PLAN - EXISTING CONDITIONS
C602	EROSION CONTROL DETAILS

OWNER INFORMATION:  
HVP, LLC  
JOE DEBLEY  
STEVE TRUNDLE  
1808 FAIRIDGE DRIVE  
KINGSPORT, TN 37664  
PHONE 423-677-6778

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

REVISION NO. 4

DATE: 09-30-2021

FILE NO: 21081



SPODEN & WILSON  
CONSULTING ENGINEERS

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

PROPOSED SITE  
3.808± AC.

7.8" SANITARY  
SEWER EASEMENT  
8" SANITARY SEWER  
LATERAL, TYP.

20X 10P 364N LPT EXIST.  
SANITARY SEWER LINE  
BETWEEN EXIST. MH AND MH 1,  
S = 0.475

EXIST. SANITARY MH  
TOP EL. 1330.70  
INV. EL. 1318.80  
INV. EL. 1317.70

NEW SANITARY MH  
TOP EL. 1330.28  
INV. EL. 1318.38  
INV. EL. 1317.80

364N LPT EXIST.  
SANITARY SEWER LINE  
S = 0.475

NEW SANITARY MH  
TOP EL. 1330.44  
INV. EL. 1317.13

80N LPT 8" PVC  
SANITARY SEWER LINE  
S = 1.003

NEW SANITARY MH  
TOP EL. 1328.60  
INV. EL. 1316.35  
INV. EL. 1315.15

376N LPT 8" PVC  
SANITARY SEWER LINE  
S = 2.408

SSMH TOP

SANITARY SEWER UTILITIES PLAN  
1" = 40'

PROVIDE TYP. CHECK  
DATA AT UPSTREAM END  
OF ALL MANHOLES, TYP.

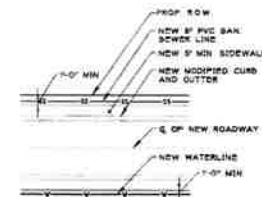
ALL SANITARY SEWER LINES  
THIS SHEET ARE 8" PVC. ALL  
SUB-MAINS ARE 8" PVC.

NOTE:  
PROVIDE 18" EASEMENTS FOR ALL SANITARY  
SEWER LINES, 8" SUB-MAINS, LATERALS AND  
APPURTENANCES. EASEMENTS SHALL  
CENTER ON INDICATED LINE LOCATIONS  
AND ON EACH APPLICABLE LOT LINE.

ALL SANITARY SEWER PIPING MATERIALS,  
BEDDING AND APPURTENANCES SHALL BE  
STRICTLY IN CONFORMANCE WITH CITY OF  
KINGSPORT, TENNESSEE STANDARD PUBLIC  
WORKS SPECIFICATIONS.

FOR SANITARY SEWER LINES OF SLOPE  
GREATER THAN 1% PROVIDE ANCHORS AT  
SPACINGS INDICATED ON THIS PLAN IN  
ACCORDANCE WITH CITY OF KINGSPORT  
STANDARDS AND SPECIFICATIONS.

MAINTAIN 10' MIN. HORIZONTAL  
SEPARATION BETWEEN  
SANITARY SEWER LINES AND  
DOMESTIC WATER LINES.



### TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT

#### NOTES:

1. SANITARY SEWER PIPING TO BE ASTM 3034 CLASS B PVC IN ACCORDANCE WITH THE CITY OF KINGSPORT, TENNESSEE STANDARDS.
2. PROVIDE TWO-WAY SANITARY SEWER CLEANOUTS AT EDGE OF EACH EASEMENT LINE. TWO-WAY FLUSH CLEANOUTS TO INCLUDE 80MA 8" CAST IRON CLEANOUT LID (POT) PER CITY OF KINGSPORT CONSTRUCTION SPECIFICATIONS.
3. ALL 8" SANITARY SEWER LATERALS TO BE 4'-0" MIN. DEPTH AT PROPERTY LINE, TYP.
4. THURST BLOCKING MUST BE DONE IN ACCORDANCE WITH CITY OF KINGSPORT SPECIFICATIONS FOR REDUCTION FROM 8" AND LARGER LINES TO 2" LINE BEFORE FINAL PLAT IS SIGNED FOR SANITARY SEWER. FURNISH CITY OF KINGSPORT SEWER DEPARTMENT AS-BUILT DRAWINGS OF ALL MANHOLE LOCATIONS AND LINE LOCATIONS AND MEASUREMENTS IN AUTOCAD, KORN / DIGITAL FORMAT AND IN PDF FORMAT.
5. ALL SANITARY SEWER LINES REQUIRE TRACER LINES.

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



SPODEN & WILSON  
CONSULTING ENGINEERS  
400 CLAY STREET  
KINGSPORT, TENNESSEE 37680  
Phone: (423) 245-1181 Fax: (423) 245-0852  
www.spodenwilson.com

CAYMUS YARD

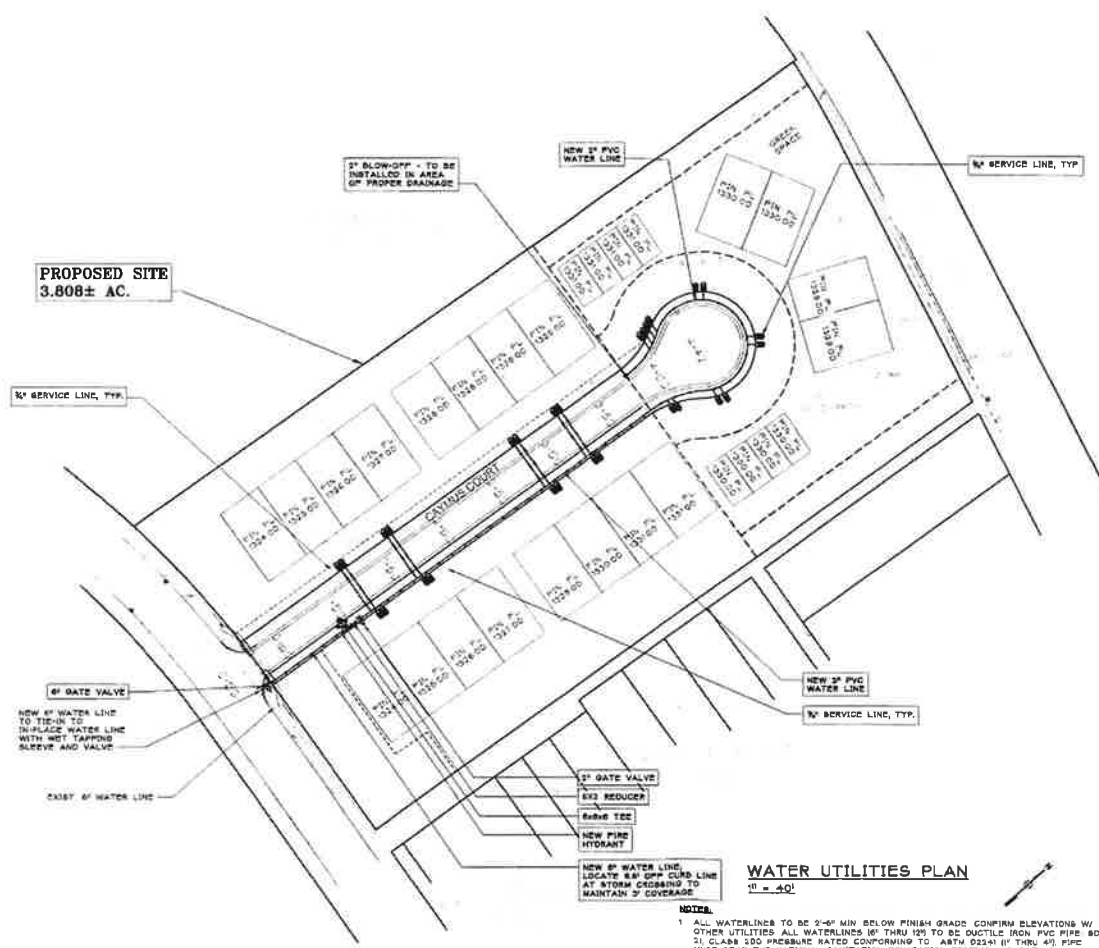
HPV, LLC

SANITARY SEWER  
UTILITIES PLAN

DATE	FILE NO.
08-10-2021	1001
NO.	DATE
1	08-17-2021
2	08-18-2021
3	08-18-2021
4	08-18-2021
5	08-18-2021
6	08-18-2021
7	08-18-2021

C300





# **WATER UTILITIES PLAN** 1" = 40'

- NOTES:**
1. ALL WATERLINES TO BE 2'-4" MIN. BELOW FINISH GRADE. CONFIRM ELEVATIONS W/ OTHER UTILITIES. ALL WATERLINES (6" THRU 12") TO BE DUCTILE IRON PVC PIPE. 80# 21. CLASS 150 PRESSURE RATED CONFORMING TO ASTM D2241 (1" THRU 48") PIPE MUST BEAR THE NATIONAL SANITATION FOUNDATION TESTING LABORATORIES INC. SEAL OF APPROVAL FOR POTABLE WATER OR AN APPROVED EQUAL.
  2. ALL TAPS ARE TO BE MADE UNDER GRASSY AREAS (NOT UNDER ASPHALT OR CONCRETE). ALL WATER SERVICES TO BE LOCATED SO THAT THEY WILL NOT BE LOCATED IN DRIVEWAYS ANY METERS THAT NEED TO BE MOVED LATER MUST BE MOVED AT DEVELOPER'S COST.
  3. DEVELOPER / CONTRACTOR RESPONSIBLE FOR NEW TAP TO EXISTING WATERLINE UNDER DIRECT SUPERVISION OF THE CITY OF KINGSFORD WATER DEPARTMENT AFTER ALL FEES HAVE BEEN PAID. CITY OF KINGSFORD DISINFECTION STANDARDS OF NEW WATERLINES TO BE FOLLOWED.
  4. STANDARD MECHANICAL JOINT FITTINGS SHALL BE USED AT ALL VALVES AND FITTINGS WITHOUT EXCEPTION AND SHALL BE INSTALLED AS SPECIFIED BY THE MANUFACTURER. THRUST BLOCKING SHALL BE USED IN CONJUNCTION WITH STANDARD MECHANICAL JOINT FITTINGS WHERE APPROPRIATE. THRUST BLOCKING SHALL BE INSTALLED AS SHOWN AND SPECIFIED IN THE STANDARD DETAILS PROVIDED IN THE CONTRACT DRAWINGS.
  5. ALL BLOW-OUTS SHALL BE LOCATED IN ROW OR WITHIN DEDICATED EASEMENT.
  6. BEFORE FINAL PLAT IS SIGNED FOR WATER, PURCHASE CITY OF KINGSFORD WATER DEPARTMENT "AS-BUILT" DRAWINGS OF ALL VALVES, HYDRANTS, BLOW-OUTS, ETC. AND MEASUREMENTS IN AUTOCAD AND PDF FORMAT IN EIRN / DIGITAL FORMAT.
  7. ALL PLASTIC WATER LINES REQUIRE TRACER WIRE.
  8. METERS TO BE SET IN NON-PAVED AREAS OF ROW.
  9. SERVICE LINES NEED TO END IN NON-PAVED AREAS OF ROW FOR THE METERS.

**WATER LINE TIES, VALVING AND APPURTENANCES, ETC.**

AT INTERSECTION OF 8" D.I.P. TO 8" D.I.P. PROVIDE 8" x 8" x 6" TEE AND 6" GATE VALVE AND 6" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.

AT INTERSECTION OF 8" D.I.P. TO 8" D.I.P. PROVIDE 8" x 8" x 6" TEE AND 6" GATE VALVE AND 6" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.

AT INTERSECTION OF 8" D.I.P. TO 2" PVC PROVIDE 8" x 8" x 2" TEE (OR 6" x 2" x 2" TEE) AND 6" GATE VALVE AND 2" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.

**NOTE:**  
SITE PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY AND SURVEYED BY ALLEY & ASSOCIATES, INC.



**SPODEN & WILSON**  
CONSULTING ENGINEERS  
430 CLAY STREET  
KINGSFORD, TENNESSEE 37680  
Phone: (423) 245-1811 Fax: (423) 245-0862  
email: s.wilson@spodenwilson.com

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**CAYMUS YARD**

KINGSFORD

HPV, LLC

KINGSFORD

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**WATER UTILITIES PLAN**

SHEET TITLE

**C400**

DATE	FILE NO.
08-10-2021	2081
REVISIONS	
NO.	DATE
1	08-07-2021
2	08-02-2021
3	08-16-2021
4	08-04-2021
5	08-02-2021

City of Kingsport  
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Reim to Dev	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	\$4,636.74	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	17	15	\$85,648.47	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	\$41,214.30	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			\$17,439.89	Closed
Edinburgh Group LLC	Edinburgh Phase IA, Section 1	32	\$42,867.62	02/19/07	Total of 236	215	\$39,474.82	Closed
	Edinburgh Phase IA, Section 2	15	\$25,205.92	04/17/07			\$23,273.53	Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			\$2,659.62	Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			\$11,116.69	Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			\$8,770.02	Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			\$18,549.10	Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			\$23,403.87	Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			\$17,792.14	Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			\$60,735.18	Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			\$48,501.91	Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			\$25,162.11	Closed
	Edinburgh Phase 9	6	\$5,917.93	5/5/2016			\$5,386.74	Closed
	Edinburgh Phase 10	10	\$38,265.22	3/1/2017			\$34,953.21	Closed
	Edinburgh South Phase 1	23	\$36,694.42	11/1/2016			\$33,722.81	Closed
	Edinburgh Phase 11	14	\$26,250.40	6/19/2018			\$23,984.14	Closed
	Edinburgh S. Phase 2 Gibson Spr	24	\$28,924.56	5/5/2020	12			Open
	Edinburgh S. Phase 3 Gibson Spr	19	\$38,378.10	10/15/2019			\$35,631.30	Closed
	Edinburgh Phase 12	13	\$12,752.16	7/23/2019				Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	47	41	\$111,538.58	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	22	20	\$44,680.99	Closed
Harold Slomp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	46	45	\$70,722.51	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	9	6	\$16,883.63	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	43	41	\$66,603.46	Closed
	Anchor Point – Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0		Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	\$8,203.18	Closed
Ken Bates	Chase Meadows Phase I (reim for 1)	15	\$39,418.91	07/15/08	Total of 68	56	\$31,518.06	Closed
	Chase Meadows Phase II (amt not paid)	87	(\$68,096.96)	08/19/08				Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	\$28,588.47	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	43	42	\$91,166.09	Closed
Gary Alexander	Riverbend Phase I	15	\$32,767.17	02/03/09	10	0	\$26,351.32	Closed
	Riverbend - Epcon Phase II (tabled 1/10/11)	9	(\$33,171.54)	02/01/11				Closed
Leonard & Cynthia Gerber	St Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	\$30,938.04	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			\$3,799.14	Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	7	\$1,959.94	Closed
Vic Davis	The Summitt at Preston Park Ph. 3	20	\$79,327.82	12/03/13	5	3	\$70,967.77	Closed
	<b>TOTAL</b>	<b>921</b>	<b>\$1,214,225.48</b>		<b>606</b>	<b>532</b>	<b>\$1,165,977.77</b>	

Revised 0701/21