



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Tuesday, January 18, 2022, 4 p.m.
City Hall, 415 Broad Street, Boardroom**

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

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

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

1. Call to Order
2. Roll Call
3. Aerospace Park Update – Gene Cossey and Mark Canty
4. FY21 Audit Presentation – Lisa Winkle, David Elkins, Billy Robinson
5. Review of items on January 18, 2022 Business Meeting Agenda
6. Adjourn

Next Work Session, Monday, January 31, 2022, 4:30 p.m.

BMA Report, January, 2022



Kingsport Employee Wellness, Tyra Copas

	01/01/2021 – 12/31/21	01/01/2022 – 01/11/2022
Total Utilization	88.8%	96.6%
City – Active Employees	66.7%	70.6%
City – Dependents	28.4%	24.4%
City – Retirees	0.2%	0.0%
Extended-Patient Services/Other	0.1%	1.0%
Work Comp	0.4%	1.0%
No Show	4.2%	3.0%

Workers' Compensation, John Burkholder

For the month of December 2021, the City had one workers' compensation claim that injured worker returned to work after an initial examination with no restrictions or lost time. Kingsport City Schools had six claims and all were able to return to duty, without a loss of time, after an initial evaluation or treatment.

City of Kingsport

January 18, 2022

Project Status in Pictures

1 Scott Adams Memorial Skate Park

Current work on the new and improved skate park includes formwork for future concrete skate park features.

3 Fire Training Center

The crew is now working on concrete placement at the new training center site.

2 Bays Mountain Heritage Trail

Progress is being made as the trail now includes the connections to Chestnut Trail and Azalea Trail.

4 Riverview Park Pickle Ball Court

The court is undergoing grading and site preparation for the concrete ADA accessibility improvements.



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	SR 347 (Rock Springs Road) [State & MTPO funded]	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	Main Street Rebuild	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	Brickyard Park Bicycle-Pedestrian Bridge	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	Island Road Improvements from SR-126 to Kingsport City Limits	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	TDOT has asked for a CSRP to be conducted a part of the NEPA process. Mattern & Craig is working on this supplemental document as well as revisions to the NEPA document.
\$3,000,000.00	Chad Austin	Water Meter Replacement	Replacement and upgrade of water meters. Meters were installed around 2009 and the batteries are now beginning to fail. The new meters will allow us to take readings over the air, upgrading our drive by reading system.	5/3/2022	Contractor began work on 1/4/22.
\$2,500,000.00	Michael Thompson	2021 Main Road Paving (MTPO Funded)	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	Justice Center Renovations	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	Scott Adams Memorial Skatepark	Construction of new skatepark at Brickyard Park.	3/31/2022	Concrete form work is the current focus of the project.
\$1,200,000.00	Chad Austin	Washington Co Water Task Force - waterline extension	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	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	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	2021 Area 35A Paving	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	Project complete.
\$850,000.00	Chad Austin	ETSU @ Valleybrook Farm sewer extension	Approximately 5,000 ft extension of sewer to Valleybrook Farm facility owned by ETSU. Project is funded through grant from Appalachian Regional Commission and Washington County.	12/31/2022	Legal Department presenting easement to BMA
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$188,900.00	Randy Salyer	Riverfront Park Pedestrian Swinging Bridge Improvements	Structural improvements to the swinging bridge at Riverfront Park.	4/30/2022	Contract working it's way through the contract process.
\$148,934.00	Kitty Frazier	Riverview Park/VOD - Pickleball Courts: Phase 2	This phase will include the addition of two new courts, fencing improvements and ADA accessibility.	2/28/2022	Grading for the parking lot and tree and stump removal is complete. Current work includes concrete preparation work.
\$142,550.00	Chad Austin	2021 Sewer Manhole Rehabilitation Project	Project will consist of rehabilitation of 44 sanitary sewer manholes with an estimated total vertical depth of approximately 350 feet.	4/4/2022	Contractor to begin work on 1/10/22.
\$60,000.00		Traffic Signal Shed	Shed for signal materials	4/30/2022	Sending out bids again utilizing wood instead of steel. App 40+ week delivery for steel structure.
\$46,500.00	Kitty Frazier	Greenbelt Bridge Repair - Behind Southern Classic		2/28/2022	Construction expected in early February.
	Chris Campbell	KATS Maintenance Facility Phase 2	Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded)		Pre-Bid held Wednesday 1/12/22.
	Chris Markley	Archives Move and Demo	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	Allandale Driveway/Entrance/Parking - Road Repair/Paving	Improvements to the Allandale campus including landscaping and paving of driveways.	4/30/2022	Landscaping portion in the front of Allandale has been completed
	Kitty Frazier	Bike Park at Brickyard	New Bike Park in the vicinity of the new Skate Park.		Barge Design has been hired to design the facility.
	Kitty Frazier	Project Diabetes - Phase 3	Phase 3 of the Diabetes grant will provide a pickleball court and a half-court basketball court at the Lynn View Community Center.		Prebid 1/5/2022

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	Kitty Frazier	Riverbend Park - Phase 1	New park at the Riverbend area.		Project Design has been submitted for internal city review.
	Michael Borders	Bays Mountain Park Amphitheater	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	MeadowView Roof Replacement	Partial Re-Roofing of the MeadowView Conference Resort & Convention Center		Finalizing bid documents to bid out in the early first quarter of 2022.
	Rob Cole	Bays Mountain Heritage/Legacy Trail (50th Anniversary)	Construction of new mountain bike/hiking trail at Bays Mountain Park.	1/31/2022	Trail work is focused in the vicinity of Azalea and Chestnut trails.
	Shirley Buchanan	Senior Center Atrium Improvements	Improvements to the Atrium at the Renaissance Center to improve functionality		Bids were opened on 1/6/22, with the city to award the bid to Comsa Construction. Currently awaiting the contract signing and a start date

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Revised 1/18/2022

AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, January 18, 2022, 7:00 p.m.
City Hall, 415 Broad Street, Boardroom**

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

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Adrienne Batara, Public Relations Director
Tyra Copas, Human Resources Director

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

I. CALL TO ORDER

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

II.B INVOCATION – Pastor Elizabeth Hamilton, Mt. View United Methodist Church

III.A ROLL CALL

IV.A RECOGNITIONS & PRESENTATIONS

1. Recognition of Ground Maintenance Crew – Alderman Cooper
2. Achievement for Financial Reporting Excellence 2020 – Vice Mayor George

IV.B. APPOINTMENTS

None

V. APPROVAL OF MINUTES

1. Work Session – December 20, 2021
2. Business Meeting – December 21, 2021

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Consideration of an Ordinance to Amend Zoning of a Portion of Parcel 3, Tax Map 120 Located off Breckenridge Trace from R-1B (Residential District) to PD (Planned Development District) (AF:9-2022) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of a Resolution to enter into a Contractual Agreement and Sign All Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses For FY 21-22 (AF:7-2022) (Chris Campbell)
 - Resolution
 - Ordinance – First Reading
2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:23-2022) (Chris McCartt)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance to Amend the FY 2022 General Purpose School Fund Budget (AF:324-2021) (David Frye)
 - Ordinance – Second Reading and Final Adoption
2. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Magnolia Ridge Development, LLC, Related to the Magnolia Ridge Phase 1 Development and an Ordinance to Appropriate the Funds (AF:368-2021) (Michael Thompson)
 - Ordinance – Second Reading and Final Adoption
3. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Integrity Building Group, LLC, Related to the Miller Parke Phase 3 Development and an Ordinance to Appropriate the Funds (AF:369-2021) (Michael Thompson)
 - Ordinance – Second Reading and Final Adoption
4. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Carla Karst, Related to the Cox Valley Development and an Ordinance to Appropriate the Funds (AF:367-2021) (Michael Thompson)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Consideration of a Resolution Awarding the Bid for Contracted Truck Hauling (AF:1-2022) (Ryan McReynolds)
 - Resolution
 2. Consideration of a Resolution Authorizing an Application to the TDOT “State Industrial Access, SIA, Program” for Meadow Park Lane Extension (AF:19-2022) (Ryan McReynolds)
 - Resolution
 3. Consideration of a Resolution Authorizing the City Manager to Issue a Purchase Order to FL Smidth for Repair of Wastewater Plant Centrifuge (AF:17-2022) (Ryan McReynolds)
 - Resolution
 4. Consideration of a Resolution Awarding the Bid for the Rental of a Caterpillar PM312 Cold Planer Roadway Milling Machine from Stowers Machinery and Authorizing the City Manager to Execute a Rental Agreement for the Same (AF:18-2022) (Ryan McReynolds)
 - Resolution
- Revised 1/18/22
5. Consideration of a Resolution Authorizing the Purchase of 104 Boxlights from Central Technologies, Inc. (AF:14-2022) (David Frye)
 - Resolution
 6. Consideration of a Resolution Approving an Agreement with Cain Rash West (CRW) Architects for Architectural and Design Services for the New Fire Station No. 2 Located on Fort Henry Drive (AF:4-2022) (Chief Boyd)
 - Resolution
 7. Consideration of a Resolution Authorizing the Mayor to Sign the Concurrence with Determination of De *Minimis* Impact to Rock Springs Park for the SR-347 (Rock Springs Road) Project (AF:12-2022) (Michael Borders)
 - Resolution
 8. Acceptance of FY2021 Annual Comprehensive Financial Report (AF:24-2022) (Lisa Winkle)
 - FY 21 Annual Comprehensive Financial Report

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

VII. CONSENT AGENDA

1. Consideration of a Resolution to Reject All Bids for the Mowing & Trimming Project for Kingsport City Schools (AF:5-2022) (David Frye)
 - Resolution

Pulled
1/14/22

2. Consideration of a Resolution to Reject All Bids for the Landscape Maintenance Services Project for Kingsport City Schools (AF:6-2022) (David Frye)
 - Resolution
- ~~3. Consideration of a Resolution Amending the Kingsport Alliance for Housing Revitalization Program Policy and Procedures (AF:10-2022) (Jessica McMurray)~~
 - ~~• Resolution~~
4. Consideration of a Resolution Ratifying the Mayor's Signature on the Certification of Local Official that the Public Housing Authority Plans are Consistent with the Consolidated Plan Document (AF:16-2022) (Jessica McMurray)
 - Resolution
5. Consideration of a Resolution Ratifying an Application for a Tennessee Arts Commission Special Opportunities Grant and if Awarded Authorizing the Mayor or his Designee to Sign Any and All Documents Necessary to Receive the Grant (AF:2-2002) (Michael Borders)
 - Resolution
6. Consideration of a Resolution Ratifying an Application for a Tennessee Arts Commission Partnership Support Grant and Authorizing the Mayor to Perform Any and All Actions Necessary and Proper to Receive the Grant (AF:3-2022) (Michael Borders)
 - Resolution
7. Consideration of a Resolution to Enter into an Agreement with the Tennessee Main Street Program (AF:13-2022) (Chris McCartt)
 - Resolution
8. Approval of Offers for Easement and Right-of-Way for the ETSU/Eastman Valleybrook Campus Facility (AF:11-2022) (Ryan McReynolds)
 - Approve Offers
9. Consideration of a Resolution Approving a Propane Tank Lease Agreement with Amerigas Propane, L. P. for the New Fire Training Facility at 250 Horse Creek Lane (AF:20-2022) (Chief Boyd)
 - Resolution
10. Consideration of a Resolution Authorizing an Application for and to Receive the Tennessee Agriculture Enhancement Program Grant (AF:25-2022) (Michael Borders/Kristie Leonard)
 - Resolution
11. Consideration of a Resolution Amending the Kingsport Weapons Policy for Employees (AF:22-2022) (Michael Billingsley)
 - Resolution

12. Consideration of a Resolution Authorizing the Mayor to Accept the Microsoft Software License Terms and Conditions for the Acquisition of Microsoft 365 Licenses (AF:21-2022) (Chris McCartt)
 - Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, December 20, 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
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Bart Rowlett, Assistant City Attorney
Michael Thompson, Public Works Director
Lisa Winkle, City Recorder/Treasurer
Angie Marshall, City Clerk/Deputy City Recorder
Scott Boyd, Fire Chief
Dale Phipps, Police Chief
John Morris, Budget Officer
Ken Weems, Planning Manager
John Burkholder, Risk Manager
Jessica Harmon, Assistant to City Manager
Adrienne Batara, Public Relations Director

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** Deputy City Recorder Marshall
3. **ROADS UPDATE.** Michael Thompson gave a presentation on this item, pointing out it is a data driven process composed of several layers of plans from five years to 25 years. He highlighted recently completed projects as well as ongoing projects including the Main Street Rebuild. Mr. Thompson provided further information regarding timelines and the three sources of funding – local, state and federal. He answered questions from the board. Discussion ensued.
4. **REVIEW OF AGENDA ITEMS ON THE DECEMBER 21, 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 December 20, 2021

IV.B.1 Appointment and Reappointments to the Kingsport Economic Development Board (AF: 357-2021). Alderman Montgomery asked about the selective process for choosing citizens to serve on these boards. Mayor Shull talked about the candidates. Discussion followed.

VI.D.6 Authorize Submission of Application for TDOT “Urban Transportation Planning Grant” – Traffic Study for Stone Drive and John B. Dennis Area (AF: 355-2021). City Manager McCartt explained this was similar to a project on Center Street and provides more in depth information using a third party. He provided further information regarding the need for the study in relation to the schools.

VI.D.9 Ratify an Application for an Assistance to Firefighters Grant Offered by the Federal Emergency Management Administration and Authorize Receipt of the Grant Funds if Awarded (AF: 366-2021). Mr. McCartt stated the fire fighters have asked for resources to support additional training and this grant addresses those needs. He noted there is a 10% match.

VII.6 Authorize the Mayor to Sign a Release of Demolition Lien on Property Located at 2513 Fort Henry Drive (AF: 370-2021). Assistant City Attorney Rowlett confirmed the property was residential. Mr McCartt stated the closing has been scheduled before the next board meeting so this item was added for approval.

5. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:55 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

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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:** Angie Marshall, Deputy City Recorder.
- II.B. **INVOCATION:** Ryan McReynolds, Deputy City Manager.
- III.A. **ROLL CALL:** By City Recorder Winkle. All Present.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.** Mayor Shull recognized Alderman Duncan and presented him with a Mayor's coin.
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.** *(These items are considered under one motion.)*

Motion/Second: George/Olterman, to approve:

- 1. **Appointment and Reappointments to the Kingsport Economic Development Board** (AF: 357-2021) (Mayor Shull).

Approve:

REAPPOINTMENTS OF CEEGEE MCCORD AND CRAIG DENISON AND
APPOINTMENT OF DR. BOB HARSHBARGER TO SERVE SIX-YEAR TERMS ON
THE **KINGSPORT ECONOMIC DEVELOPMENT BOARD** EFFECTIVE IMMEDIATELY
AND EXPIRING ON JANUARY 1, 2028.

Passed: All present voting "aye."

- 2. **Reappointment of City of Kingsport Municipal Judge** (AF: 362-2021)
(Mayor Shull).

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Approve:

REAPPOINTMENT OF S. CURTIS ROSE AS THE **MUNICIPAL JUDGE FOR THE CITY OF KINGSFORT** TO SERVE ANOTHER TWO-YEAR TERM EFFECTIVE JANUARY 1, 2022 THROUGH DECEMBER 31, 2023.

Passed: All present voting "aye."

V. APPROVAL OF MINUTES.

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

- A. December 6 2021 Regular Work Session
- B. December 7, 2021 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Amend the FY22 General Purpose School Fund Budget (AF: 324-2021) (David Frye).

Motion/Second: Duncan/Phillips, to pass:

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

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

2. Resolution to Authorize the Mayor to Sign All Documents Necessary to Enter into a Materials Agreement with Magnolia Ridge Development, LLC, Related to the Magnolia Ridge Phase 1 Development and an Ordinance to Appropriate the Funds (AF: 368-2021) (Michael Thompson).

Motion/Second: George/Duncan, to pass:

Resolution No. 2022-118, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH MAGNOLIA RIDGE DEVELOPMENT, LLC RELATED TO THE MAGNOLIA RIDGE PHASE 1 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

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Motion/Second: George/Cooper, to pass:

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE MAGNOLIA RIDGE PHASE 1 MATERIALS AGREEMENT PROJECTS (WA2258 AND SW2258); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: Olterman/George, to pass:

Resolution No. 2022-119, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH INTEGRITY BUILDING GROUP, LLC RELATED TO THE MILLER PARKE PHASE 3 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

Motion/Second: Duncan/Phillips, to pass:

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE MILLER PARKE PHASE 3 MATERIALS AGREEMENT PROJECTS (WA2257 AND SW2257); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: George/Olterman, to pass:

Resolution No. 2022-120, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH CARLA KARST RELATED TO THE COX VALLEY DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye” except Cooper “abstaining.”

Motion/Second: Duncan/Phillips, to pass:

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE COX VALLEY MATERIALS AGREEMENT PROJECTS (WA2259 AND SW2259); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

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

Motion/Second: Montgomery/George, to pass:

ORDINANCE NO. 6980, AN ORDINANCE AMENDING CHAPTER 114, ARTICLE IV, SECTION 535 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO ELECTRONIC MESSAGE BOARD SIGNS BY ADDING ELIGIBILITY FOR INDUSTRIAL ZONES AND UPDATING THE NOMENCLATURE OF AN EXISTING ZONE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

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

Motion/Second: Duncan/George, to pass:

ORDINANCE NO. 6981, AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY NAMED BUCKLES DRIVE/SIMPSON STREET LOCATED OFF OF SIMPSON STREET SITUATED IN THE CITY OF KINGSPORT, THIRTEENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: Montgomery/Cooper, to pass:

ORDINANCE NO. 6982, AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY LOCATED OFF OF NORTH EASTMAN ROAD SITUATED IN THE CITY OF KINGSPORT, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: Cooper/Montgomery, to pass:

ORDINANCE NO. 6983, AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY NAMED PORTION OF CLINCH STREET RIGHT-OF-WAY LOCATED OFF OF GLOBE AVENUE SITUATED IN THE CITY OF KINGSPORT, ELEVENTH CIVIL

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DISTRICT OF SULLIVAN COUNTY; 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.”

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

Motion/Second: Shull/Duncan, to pass:

ORDINANCE NO. 6984, AN ORDINANCE CHANGING THE DATE OF MUNICIPAL ELECTIONS TO COINCIDE WITH AUGUST GENERAL ELECTIONS AND EXTENDING THE TERMS OF OFFICE AS AUTHORIZED BY TENNESSEE CODE ANNOTATED SECTION 6-54-138; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: George/Phillips, to pass:

ORDINANCE NO. 6985, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, MEADOWVIEW PROJECT FUND, WATER PROJECT FUND, AND SEWER PROJECT FUND BUDGETS BY APPROPRIATING GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND SERIES 2021; FOR THE FISCAL YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: Montgomery/Duncan, to pass:

ORDINANCE NO. 6986, AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2022; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: Montgomery/Olterman, to pass:

ORDINANCE NO. 6987, AN ORDINANCE TO AMEND THE FY 2022 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: Duncan/George, to pass:

ORDINANCE NO. 6988, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, CHAPTER 26, ARTICLE II, SECTION 19 RELATING TO REGISTRY REQUIREMENTS FOR HOTELS AND OTHER LODGING ESTABLISHMENTS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Bid Award for the Refurbishment of One (1) Caterpillar 120 Motor Grader (AF: 356-2021) (Ryan McReynolds/Steve Leonard).

Motion/Second: George/Montgomery, to pass:

Resolution No. 2022-121, A RESOLUTION AWARDDING THE BID FOR THE REFURBISHMENT OF FLEET UNIT 431, A CATERPILLAR 120 MOTOR GRADER, TO STOWERS MACHINERY AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting “aye.”

2. Utility Relocation Contract and Conduit Occupancy Agreement with Spectrum Southeast, LLC for the Main Street Redevelopment Project (AF: 360-2021) (Ryan McReynolds)

Motion/Second: Duncan/George, to pass:

Resolution No. 2022-122, A RESOLUTION APPROVING A UTILITY RELOCATION AGREEMENT AS WELL AS A CONDUIT OCCUPANCY AGREEMENT WITH SPECTRUM SOUTHEAST, LLC., FOR THE MAIN STREET REDEVELOPMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

Passed: All present voting “aye.”

3. Approve a Facility Encroachment Agreement with CSX Transportation (CSXT) for the Main Street Project Waterline Construction (AF: 361-2021) (Ryan McReynolds).

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Motion/Second: Olterman/George, to pass:

Resolution No. 2022-123, A RESOLUTION APPROVING A FACILITY ENCROACHMENT AGREEMENT WITH CSX TRANSPORTATION FOR THE MAIN STREET PROJECT WATERLINE CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

4. Authorize the City Manager to Execute a Purchase Order for 57 Samsung Televisions from Central Technologies, Inc. (AF: 358-2021) (David Frye).

Motion/Second: Montgomery/Olterman, to pass:

Resolution No. 2022-124, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR 57 SAMSUNG TELEVISIONS FROM CENTRAL TECHNOLOGIES, INC. UNDER THE TERMS OF THE SEVIER COUNTY COOPERATIVE PURCHASING AGREEMENT FOR THE KINGSFORT CITY SCHOOL SYSTEM

Passed: All present voting “aye.”

5. Bid Award for DBHS Re-Roof Project and Authorize the Mayor to Enter into an Agreement with Morristown Roofing Company, Inc. (AF: 359-2021) (David Frye).

Motion/Second: Duncan/Olterman, to pass:

Resolution No. 2022-125, A RESOLUTION AWARDDING THE BID FOR THE DOBYNS-BENNETT HIGH SCHOOL RE-ROOF PROJECT TO MORRISTOWN ROOFING COMPANY, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

6. Authorize Submission of Application for TDOT “Urban Transportation Planning Grant” – Traffic Study for Stone Drive and John B. Dennis Area (AF: 355-2021) (Michael Thompson).

Motion/Second: Montgomery/George, to pass:

Resolution No. 2022-126, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE DEPARTMENT OF TRANSPORTATION “URBAN TRANSPORTATION PLANNING GRANT” TO FUND A TRAFFIC STUDY OF THE AREA SURROUNDING THE EAST STONE DRIVE AND JOHN B. DENNIS HIGHWAY INTERCHANGE

Passed: All present voting “aye.”

7. Accept a Donation of Real Property from Eastman Chemical Company Adjacent to Borden Park (AF: 365-2021) (Mike Billingsley).

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Motion/Second: Duncan/George, to pass:

Resolution No. 2022-127, A RESOLUTION ACCEPTING THE DONATION OF 4.94 ACRES OF UNIMPROVED REAL PROPERTY ADJACENT TO BORDEN PARK FROM EASTMAN CHEMICAL COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE DONATION

Passed: All present voting “aye.”

8. Approve a Professional Services Agreement with Barge Design Solutions for the Second Phase of the Scott Adams Memorial Skate Park Complex for Professional Design Services (AF: 334-2021) (Michael Borders).

Motion/Second: George/Cooper, to pass:

Resolution No. 2022-128, A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SERVICES FOR PHASE 2 OF THE NEW SCOTT ADAMS SKATE PARK COMPLEX AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

9. Ratify an Application for an Assistance to Firefighters Grant Offered by the Federal Emergency Management Administration and Authorize Receipt of the Grant Funds if Awarded (AF: 366-2021) (Chief Scott Boyd).

Motion/Second: Montgomery/Phillips, to pass:

Resolution No. 2022-129, A RESOLUTION TO RATIFY AN APPLICATION FOR AN ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FOR THE KINGSFORT FIRE DEPARTMENT AND IF AWARDED AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANT

Passed: All present voting “aye.”

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

Motion/Second: George/Olterman, to adopt:

1. Approve a Contract Amendment for A&E Services for the KATS Vehicle Storage and Maintenance Facility Project (AF: 353-2021) (Chris McCartt).

Pass:

Resolution No. 2022-130, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH BARGE DESIGN SOLUTIONS FOR ARCHITECTURE, ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR PHASE 2 OF THE KINGSFORT AREA TRANSIT SERVICE VEHICLE STORAGE AND MAINTENANCE FACILITY PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT;

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AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE
PURPOSE OF THE AMENDMENT

Passed: All present voting “aye.”

**2. Lease Agreement with the Tennessee Board of Regents and the
Tennessee College of Applied Technology Division for Space at the New KCS John
Sevier Middle School (AF: 249-2021) (Chris McCartt).**

Pass:

Resolution No. 2022-131, A RESOLUTION APPROVING A LEASE AGREEMENT WITH
THE TENNESSEE BOARD OF REGENTS AND THE TENNESSEE COLLEGE OF
APPLIED TECHNOLOGY DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE
THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**3. Authorize the City Manager to Issue a Blanket Order for
Substitute Staffing Services with ESS Southeast, LLC, for the Kingsport City
Schools (AF: 364-2021) (David Frye).**

Pass:

Resolution No. 2022-132, A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ISSUE A BLANKET ORDER FOR SUBSTITUTE STAFFING SERVICES WITH ESS
SOUTHEAST, LLC, FOR KINGSFORT CITY SCHOOLS

Passed: All present voting “aye.”

**4. Amend Agreement Between the City of Kingsport and First
Horizon Bank National Association to Renew the Banking Services Agreement for
an Additional Three Year Period (AF: 363-2021) (Lisa Winkle).**

Pass:

Resolution No. 2022-133, A RESOLUTION APPROVING A SECOND AMENDMENT TO
THE AGREEMENT WITH FIRST TENNESSEE BANK NATIONAL ASSOCIATION TO
EXTEND THE TERM OF AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE
THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting “aye.”

**5. Reject Proposals for Unarmed Security Services (AF: 343-2021)
(Ryan McReynolds).**

Pass:

Resolution No. 2022-134, A RESOLUTION REJECTING ALL PROPOSALS RELATED
TO THE REQUEST FOR PROPOSALS FOR UNARMED SECURITY SERVICES

Passed: All present voting “aye.”

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6. Authorize the Mayor to Sign a Release of Demolition Lien on Property Located at 2513 Fort Henry Drive (AF: 370-2021) (Chris McCartt).

Pass:

Resolution No. 2022-135, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF DEMOLITION LIEN PLACED AGAINST PROPERTY LOCATED AT 2513 FORT HENRY DRIVE AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt pointed out it was unusual to have a meeting during the week of Christmas. He stated the reason the agenda was larger than usual was to get some items passed to help customers since there was some time before the BMA met again. On behalf of the staff he wished the BMA a Merry Christmas and a Happy New Year.

B. MAYOR AND BOARD MEMBERS. Alderman Duncan stated there would be free rides at the Carousel on New Year's Eve and promoted other events that evening sponsored by the Chamber and Lamplight Theatre. He also wished everyone a Merry Christmas. Alderman Cooper commented on the Christmas in the Park and thanked the staff, the Chamber and Lamplight Theater for their participation. She mentioned the Isaiah 1:17 House and their current needs. Lastly, she wished blessings for the holidays and to remember the reason for the season. Alderman Montgomery thanked employees for sending cards to the BMA, noting that after serving six months that Kingsport was blessed to have a model BMA. He wished everyone a safe holiday season and encouraged citizens to get the covid vaccine. Alderman Phillips asked everyone to keep City Judge Curt Rose in their prayers. He commented on the opening of the TCAT program on January 4th, noting the first class was almost full. Finally he thanked city staff and wished everyone a Merry Christmas. Alderman Olterman mentioned the Indians were playing tonight and wished everyone a Merry Christmas and a Happy New Year. Vice-Mayor George reflected on the many accomplishments made in the city during the past year and wished everyone a Merry Christmas. Mayor Shull applauded the City Manager and staff, noting Kingsport has a high performing team. He pointed out the BMA wouldn't be meeting again until January 18 and noted there would also be a strategic planning session in the future as well.

C. VISITORS. None.

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IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:10 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of a Portion of Parcel 3, Tax Map 120 Located off Breckenridge Trace from R-1B (Residential District) to PD (Planned Development District)

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

Action Form No.: AF-9-2022
 Work Session: January 18, 2022
 First Reading: January 18, 2022

Final Adoption: February 1, 2022
 Staff Work By: Ken Weems
 Presentation By: K. Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone a portion of parcel 3, Tax Map 120 located off Breckenridge Trace from R-1B, Residential District to PD, Planned Development.

Executive Summary:

This is an owner-requested rezoning of approximately 40 acres located off Breckenridge Trace from R-1B (Residential District) to PD (Planned Development). The applicant is in the midst of building a single family development on the property and finds the required setbacks in the PD zone more accommodating to the size of homes to be constructed. During their December 2021 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 6-0. The notice of public hearing was published on January 3, 2022.

Attachments:

1. Notice of Public Hearing
2. Zoning Ordinance
3. Staff Report

Funding source appropriate and funds are available: *Jim*

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: *Jim*

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on January 18, 2022 to consider the rezoning for a portion of Tax Map 120, Parcel 3 located along Breckenridge Trace from the R-1B district to the PD District. The regular business meeting will begin at 7:00 p.m. in the Board Room located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

39.96 acres as shown on William P. Bailey, Jr. Property as recorded in Plat Book 52 at Page 780

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

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

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 1/3/2022

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BRECKENRIDGE TRACE FROM R-1B, RESIDENTIAL DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Breckenridge Trace from R-1B, Residential District to PD, Planned Development District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

39.96 acres as shown on William P. Bailey, Jr. Property as recorded in Plat Book 52 at Page 780

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION III. 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 _____

Kingsport Regional Planning Commission
Rezoning Report

File: REZONE21-0320

Miller Parke Rezoning

Property Information			
Address		Miller Parke Subdivision	
Tax Map, Group, Parcel		Map 120, a portion of parcel 3	
Civil District		14	
Overlay District		Gateway (not applicable to residential development)	
Land Use Designation		Industrial	
Acres		40 +/-	
Existing Use	Vacant land	Existing Zoning	R-1B
Proposed Use	Single Family Development	Proposed Zoning	PD
Owner /Applicant Information			
Name: William Bailey & Darin Karst Address: 1314 Woodlawn Ave City: Johnson City State: TN Zip Code: 37601 Phone: (423)416-0520		Intent: <i>To rezone from R-1B (Residential District) to PD (Planned Development District) to accommodate a future single family residential subdivision.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The site for this proposed PD district has unique topography that would allow a natural buffer to adjacent industrial zone and use.</i></p> <p><i>The PD zone proposal for this area will provide a secluded area for single family home development.</i></p> <p>Staff Field Notes and General Comments:</p> <p><i>The rezoning site contains a 100 foot wide powerline easement running parallel to Breckenridge Trace.</i></p> <p><i>The Miller Parke development will contain a total of 95 single family lots once completed.</i></p> <p><i>The homebuilder for the rezoning site desires flexibility not afforded by the required 8' side yard requirement for all lots in an R-1B zone. Subsequently, a PD zone is being requested. The PD zone setback requirement is a 25' yard surrounding the entire development, with no internal setback requirement.</i></p>			
Planner:	Ken Weems	Date:	December 6, 2021
Planning Commission Action		Meeting Date:	December 16, 2021
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

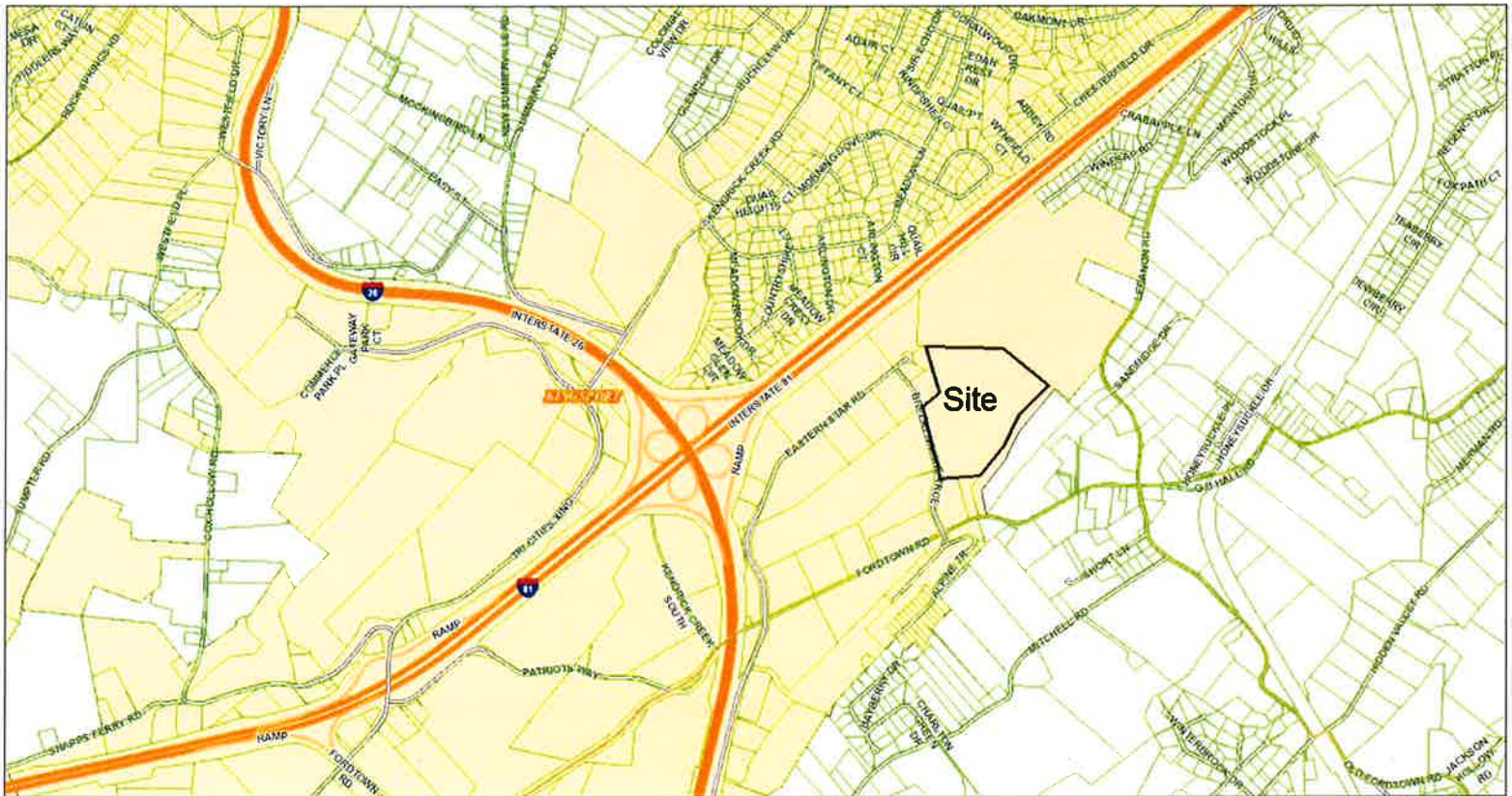
ADDRESS	Breckenridge Trace
DISTRICT	14
OVERLAY DISTRICT	Gateway
EXISTING ZONING	R-1B
PROPOSED ZONING	PD
ACRES	40 +/-
EXISTING USE	vacant land currently being developed
PROPOSED USE	single family development

INTENT

To rezone from R-1B (Residential District) to PD (Planned Development District) to accommodate a future single family residential subdivision.

Vicinity Map

ArcGIS Web Map



6/8/2020, 11:29:11 AM

Sullivan County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
River
Street_ROW
River
Street_ROW

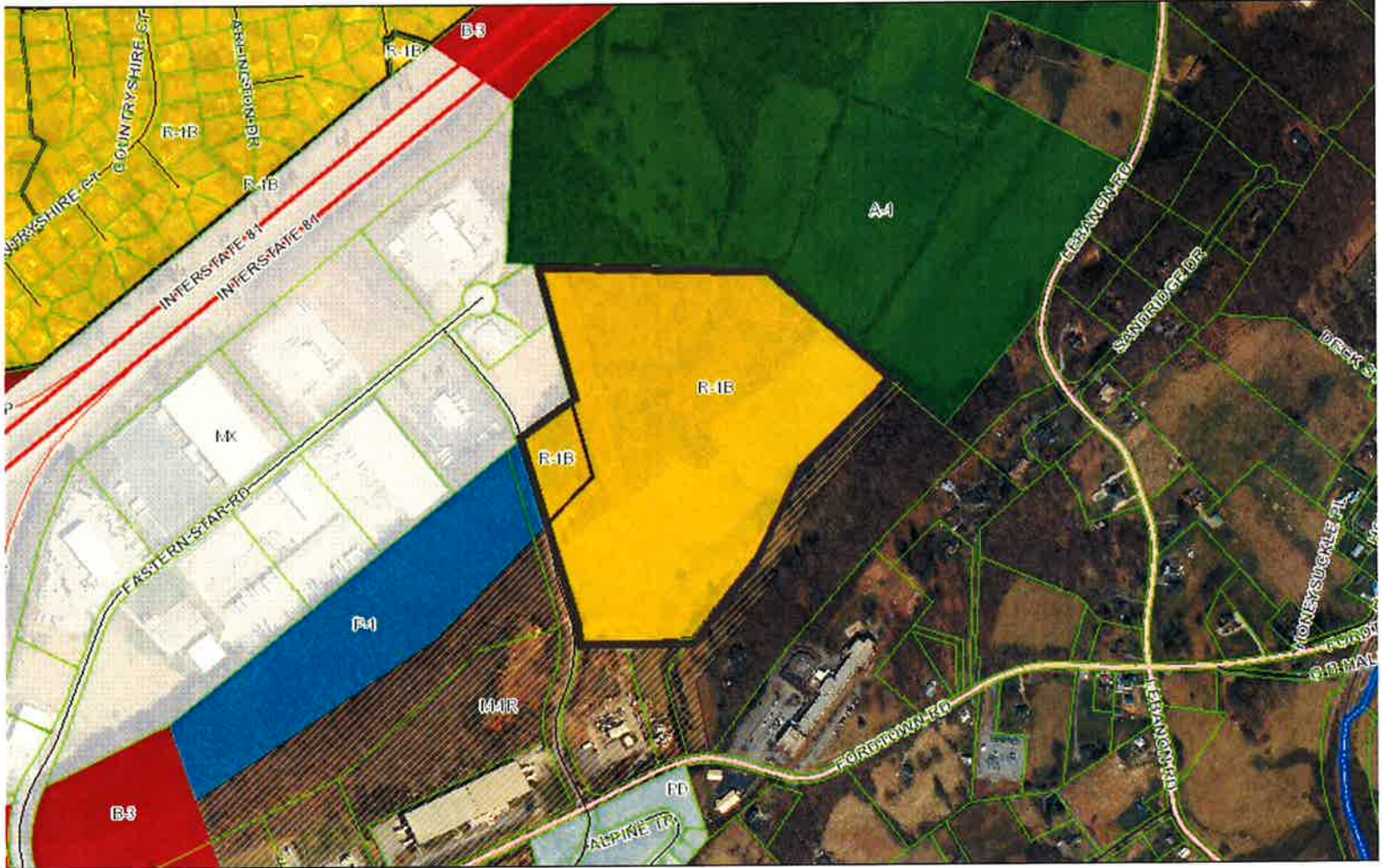
Hawkins County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
Street_ROW

1:18,056
0 0.225 0.45 0.9 mi
0 0.35 0.7 1.4 km

Web AppBuilder for ArcGIS

Surrounding Zoning Map

ArcGIS Web Map



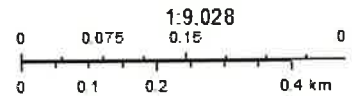
2021. 9:38:54 AM

ington County Parcels
Lake_Pond
Parcel_Conflict
Parcels

Railroad_ROW
River
Street_ROW

Sullivan County Parcels
Lake_Pond
Parcel_Conflict
Parcels

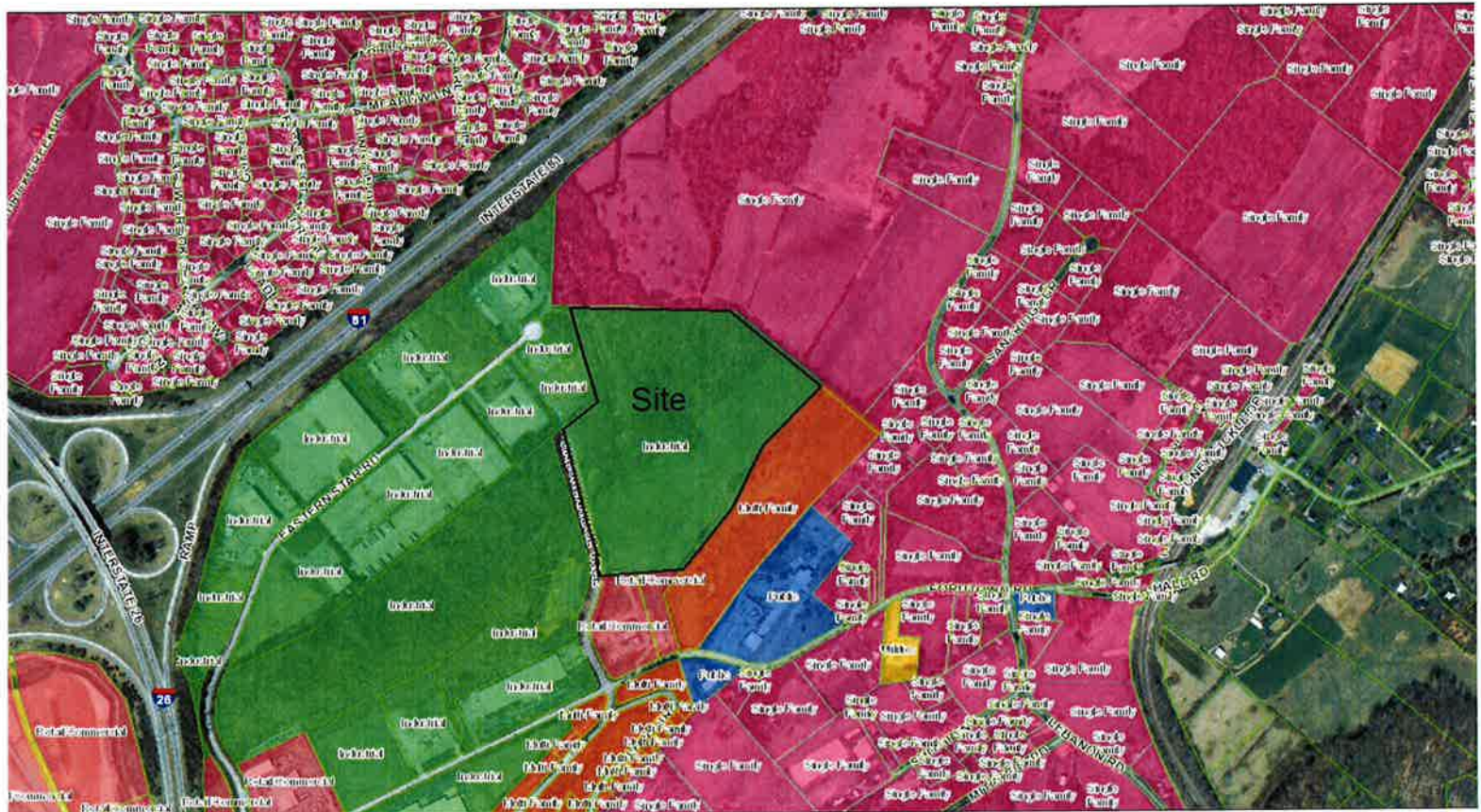
Railroad_ROW
River
Street_ROW



Web App 5

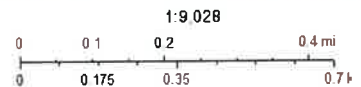
Future Land Use Plan 2030
Designation: Industrial

ArcGIS Web Map



020, 11 31:09 AM

on County Parcels	Street_ROW	River	Industrial
Lake_Pond	Hawkins County Parcels	Street_ROW	Retail/Commercial
Parcel_Conflict	Lake_Pond	Future Land Use	Public
Parcels	Parcel_Conflict	Agri/Vacant	Utilities
Railroad_ROW	Parcels	Single Family	
River	Railroad_ROW	Multi-Family	



Web AppBuilder for ArcGIS

Aerial

ArcGIS Web Map



12/8/2021, 9:51:57 AM

• Kpt 911 Address

Washington County Parcels

Lake_Pond

Parcel_Conflict

Parcels

Railroad_ROW

River

Street_ROW

Sullivan County Parcels

Lake_Pond

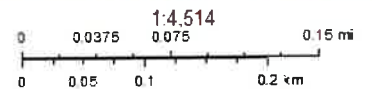
Parcel_Conflict

Parcels

Railroad_ROW

River

Street_ROW



Web App Builder for ArcGIS

From Breckenridge Trace (Phase 1 Entrance)



From Breckenridge Trace Facing North (Toward Eastern Star Rd)



Middle Section of Rezoning Site as Seen From Breckenridge Trace



Existing Uses Location Map



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City A-1</u> <u>Use: cattle farm</u>	Annexed in 2012
Further North and	2	<u>Zone: City MX</u> <u>Use: distributing company</u>	n/a

Kingsport Regional Planning Commission
Rezoning Report

File: REZONE21-0320

Northwest			
East	3	<u>Zone: City A-1</u> <u>Use: cattle farm</u>	Annexed in 2012
Further East	4	<u>Zone: City M-1R</u> <u>Use: single family</u>	n/a
Southeast and South	5	<u>Zone: City M-1R</u> <u>Use: landscaping business</u>	n/a
Further South	6	<u>Zone: City PD</u> <u>Use: Breckenridge Planned Dev</u>	n/a
West	7	<u>Zone: City M-1R</u> <u>Use: industrial building (former LPI)</u>	n/a

Standards of Review

Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 7, below, as well as any other factors it may find relevant.

- Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal would permit a use that can be considered a transition between agricultural to the east, industrial to the north, and commercial to the south.
- Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposal will not adversely affect the existing use or usability of adjacent or nearby property.
- Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property to be affected by the proposal has a reasonable economic use as currently zoned. The proposed residential zone is reasonable as well, with topographic separation existing between the rezoning site and adjacent manufacturing uses.
- Whether the proposal is in conformity with the policies and intent of the land use plan?** The PD zone does not conform to the future land use plan.

Use: single family residential

The Future Land Use Plan Map recommends industrial use.

- Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property, with the isolating

Kingsport Regional Planning Commission

Rezoning Report

File: REZONE21-0320

terrain features, provide supporting grounds for approval of the site as a single family development.

6. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in relation to the existing conditions.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed P0044 zone will contain the same use as the nearby Breckenridge Planned Development.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from R-1B to PD. The proposed PD zone and future single family homes on the site will be topographically buffered from adjacent, more land-use intense zones.



AGENDA ACTION FORM

Consideration of a Resolution to enter into a Contractual Agreement and Sign All Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses For FY 21-22

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

Action Form No.: AF-007-2022
 Work Session: January 18, 2022
 First Reading: January 18, 2022

Final Adoption: February 1, 2022
 Staff Work By: Chris Campbell
 Presentation By: C. Campbell

Recommendation:

Approve the Resolution
 Approve the Ordinance

Executive Summary:

Annually, the City of Kingsport enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for the operation of the Kingsport Area Transit Service. Due to the ongoing pandemic effects on transit agencies across the state, TDOT has modified this year's contract term to be 18 months instead of the traditional 12 months. Projected State operation reimbursements for the contract term is \$669,800.00. The City's total matching for this contract is 369,800.00.

These funds are utilized for the annual operation of fixed-route bus and ADA/Paratransit service. All sources of funding were included in the approved FY 2021-22 budget for the City of Kingsport.

Tennessee Dept. of Transportation	\$669,800
City of Kingsport	\$369,800
Total	\$1,039,600

The local funding for this project has been approved in the FY 21-22 City Budget.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: *CM*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A REIMBURSEMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CITY'S TRANSIT SYSTEM OPERATING EXPENDITURES FOR FISCAL YEAR 2021-2022; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

WHEREAS, annually the city enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for operation of transit services; and

WHEREAS, the city's total allocation from TDOT for fiscal year 2021-2022 is \$669,800.00; and

WHEREAS, the city local budget for fiscal year 2021-2022, is \$363,800.00, which is available in account FTA023; and

WHEREAS, a reimbursement contract with TDOT must be executed to receive the funds.

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation in an amount up to \$669,800.00 for reimbursement of operating expenses for the city's transit system for fiscal year 2021-2022 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, a contract with the Tennessee Department of Transportation, in the amount up to \$669,800.00, for reimbursement of operating expenses for the city transit system services in fiscal year 2021-2022, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSFORT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of operating assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall utilize urban operating (UROP) funds for capital and/or operating assistance to support core urban fixed route transit service and complementary demand response service.

A.3. The Grantee may use funds for capital projects, which may include, but are not limited to, acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications, and equipment.

A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead expenses, salaries, wages, fringe benefits, travel, training, and fuel.

A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal incorporated by reference to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2021 ("Effective Date") and ending on December 31, 2022, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Sixty-nine Thousand, Eight Hundred Dollars and No Cents (\$669,800.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation Multimodal Transportation Resources Division
505 Deaderick Street – James K. Polk Building, Suite 1200 Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Department of Transportation, Multimodal Transportation Resources Division.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.

iii. The total amount reimbursed under the Grant Contract to date.

iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual,

reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

(4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to

or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the

undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brenden Henderson, Program Monitor 2 Tennessee Department of Transportation Multimodal Transportation Resources Division James K. Polk Building, Suite 1200

505 Deaderick Street

Nashville, Tennessee 37243 Brenden.henderson@tn.gov Telephone # (615) 253-4942

FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP

Public Transportation Manager Kingsport Area Transit Service 900 East Main Street Kingsport, Tennessee 37660

ChrisCampbell@KingsportTn.gov Telephone # (423) 224-2857

FAX # (423) 224-2615

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules

and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion

of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or

delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section

b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's

attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

[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 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AN ORDINANCE TO AMEND URBAN MASS TRANSIT
CAPITAL/GRANT FUND BUDGET 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 Urban Mass Transit Capital/Grant Fund budget be amended by appropriating funds received from the Tennessee Department of Transportation in the amount of \$1,039,600 and to the FY22 Operations Grant project (FTA024).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Urban Mass Transit Fund: 123			
<u>FY22 Operations Grant (FTA024)</u>			
<u>Revenues:</u>	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	0	0	0
123-0000-332.90-00 Dept of Transportation	0	669,800	669,800
123-0000-365.20-09 Bus Fares TN-90-X150	0	0	0
123-0000-365.21-00 ADA Paratransit	0	0	0
123-0000-368.15-00 Rental of Land & Building	0	0	0
123-0000-391.01-00 From General Fund	0	369,800	369,800
Totals:	0	1,039,600	1,039,600
<u>Expenditures:</u>	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	0	602,220	602,220
123-5901-602.10-11 Overtime	0	10,000	10,000
123-5901-602.10-20 Social Security	0	44,070	44,070
123-5901-602.10-30 Group Health Insurance	0	89,520	89,520
123-5901-602.10-41 TCRS Retirement	0	52,510	52,510
123-5901-602.10-43 ICMA Retirement	0	35,430	35,430
123-5901-602.10-50 Life Insurance	0	1,410	1,410
123-5901-602.10-52 Long Term Disability Ins	0	960	960
123-5901-602.10-60 Workmen's Compensation	0	570	570
123-5901-602.10-61 Unemployment Insurance	0	880	880
123-5901-602.20-10 Advertising & Publication	0	1,000	1,000
123-5901-602.20-11 Printing & Binding	0	2,250	2,250
123-5901-602.20-20 Professional/Consultant	0	10,000	10,000
123-5901-602.20-21 Accounting & Auditing	0	2,000	2,000
123-5901-602.20-30 Electric Service	0	5,200	5,200
123-5901-602.20-33 Water and Sewer	0	2,000	2,000
123-5901-602.20-34 Telephone	0	5,200	5,200
123-5901-602.20-36 Natural Gas	0	2,000	2,000
123-5901-602.20-40 Travel Expense	0	5,800	5,800
123-5901-602.20-41 Registration Fees/ Tuition	0	2,600	2,600
123-5901-602.20-42 Personal Vehicle Reimburs	0	200	200

123-5901-602.20-43	Dues & Memberships	0	4,500	4,500
123-5901-602.20-44	Literature/ Subscriptions	0	700	700
123-5901-602.20-45	Training	0	2,600	2,600
123-5901-602.20-52	Medical Services	0	700	700
123-5901-602.20-54	Machinery/ Equip Rental	0	3,200	3,200
123-5901-602.20-55	Repairs & Maintenance	0	18,800	18,800
123-5901-602.20-56	Repairs & Maint-Vehicles	0	70,000	70,000
123-5901-602.20-69	Stormwater Fee Expense	0	200	200
123-5901-602.20-75	Temporary Employees	0	12,200	12,200
123-5901-602.20-99	Miscellaneous	0	20,000	20,000
123-5901-602.30-10	Office Supplies	0	4,500	4,500
123-5901-602.30-11	Postage	0	500	500
123-5901-602.30-12	Food	0	1,100	1,100
123-5901-602.30-20	Operating Supplies & Tool	0	7,700	7,700
123-5901-602.30-22	Maintenance Supplies	0	5,400	5,400
123-5901-602.30-26	Sign Parts & Supplies	0	1,300	1,300
123-5901-602.30-29	Clothing & Uniforms	0	5,200	5,200
123-5901-602.30-44	Motor Pool Charges	0	400	400
123-5901-602.30-68	Covid-19	0	0	0
123-5901-602.40-68	Covid-19	0	0	0
123-5901-602.50-10	Buildings	0	2,180	2,180
123-5901-602.50-26	Vehicle Ins Chgd by FLM	0	2,600	2,600
123-5902-602.20-56	Repair & Maint-Vehicles	0	0	0
Totals:		0	1,039,600	1,039,600

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:

APPROVED AS TO FORM:

ANGELA MARSHALL, Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

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-23-2022
 Work Session: January 18, 2022
 First Reading: January 18, 2022

Final Adoption: February 8, 2022
 Staff Work By: John Morris
 Presentation By: C. McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

The General Projects Fund is being amended by transferring \$125,000.00 from the Concrete Work Five Points project (GP2102) to the Court/Public Facility Pln project (GP1820) in the amount of \$112,250.00 and the Swinging Bridge project (GP2104) in the amount of \$12,250.00, and by transferring \$120,254.00 from the Local Roads/Concrete Repair project (GP2004) to the Street Resurfacing project (GP2100). Close GP2004.

The Solid Waste Project Fund budget is being amended by transferring \$10,385.00 from the Landfill New Cell Construction project (DL1500) to the Landfill New Cell Construction project (DL2000). Close DL1500.

The General Fund is being increased by increasing the From Corporations line (110-0000-364.20-00) by \$400,000.00 and increasing the To UMTA Fund line (110-4804-481.70-13) by \$186,763.00 and the Future Appropriations line (110-4890-901.60-01) by \$213,237.00

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: *dw*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS 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 Projects Fund be amended by transferring \$125,000 from the Concrete Work Five Points project (GP2102) to the Court/Public Facility Pln project (GP1820) in the amount of \$112,250 and the Swinging Bridge project (GP2104) in the amount of \$12,250, and by transferring \$120,254 from the Local Roads/Concrete Repa project (GP2004) to the Street Resurfacing project (GP2100). Close GP2004.

SECTION II. That the Solid Waste Project Fund budget be amended by transferring \$10,385 from the Landfill New Cell Construction project (DL1500) to the Landfill New Cell Construction project (DL2000). Close DL1500.

SECTION III. That the General Fund be increased by increasing the From Corporations line (110-0000-364.20-00) by \$400,000 and increasing the To UMTA Fund line (110-4804-481.70-13) by \$186,763 and the Future Appropriations line (110-4890-901.60-01) by \$213,237

Account Number/Description:

General Project Fund: 311

Concrete Work Five Points (GP2102)

Revenues:

311-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 125,000	\$ (125,000)	\$ 0
125,000	(125,000)	0

Expenditures:

311-0000-601.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 125,000	\$ (125,000)	\$ 0
125,000	(125,000)	0

Court/Public Facility Pln (GP1820)

Revenues:

311-0000-368.10-55 Series 2017 A GO Bonds
311-0000-368.10-56 GO Bonds Series 2018 A
311-0000-368.10-66 Series 2019 GO Improvment
311-0000-368.21-01 Premium From Bond Sale
311-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 1,078,687	\$ 0	\$ 1,078,687
3,681,523	0	3,681,523
2,744,957	0	2,744,957
555,327	0	555,327
2,750,000	112,250	2,862,250
10,810,494	112,250	10,922,744

Expenditures:

311-0000-601.20-20 Professional/Consultant
311-0000-601.20-22 Construction Contracts
311-0000-601.20-23 Arch/Eng/Landscaping Serv
311-0000-601.20-30 Electric Service
311-0000-601.20-33 Water & Sewer
311-0000-601.20-69 Stormwater Fee

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 8,950	\$ 0	\$ 8,950
11,108	0	11,108
614,216	7,060	621,276
45,583	(3,000)	42,583
1,344	(300)	1,044
850	(246)	604

311-0000-601.30-20	Operating Supplies & Tool	0	4,782	4,782
311-0000-601.40-41	Bond Sale Expense	168,195	0	168,195
311-0000-601.90-02	Buildings	2,827,493	0	2,827,493
311-0000-601.90-03	Improvements	3,554,827	74,072	3,628,899
311-0000-601.90-06	Purchases \$5,000 & Over	3,577,928	29,882	3,607,810
Totals:		10,810,494	112,250	10,922,744

Swinging Bridge (GP2104)

		<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Revenues:</u>		\$	\$	\$
311-0000-391.01-00	From General Fund	200,000	12,250	212,250
Totals:		200,000	12,250	212,250

<u>Expenditures:</u>		\$	\$	\$
311-0000-601.90-03	Improvements	200,000	12,250	212,250
Totals:		200,000	12,250	212,250

Local Roads Concrete Repairs (GP2004)

		<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Revenues:</u>		\$	\$	\$
311-0000-368.10-66	Series 2019 GO Improvement	463,633	(109,445)	354,188
311-0000-368.21-01	Premium from Bond Sale	41,674	(10,809)	30,865
Totals:		505,307	(120,254)	385,053

<u>Expenditures:</u>		\$	\$	\$
311-0000-601.20-23	Arch/Eng/Landscaping Serv	0	19,984	19,984
311-0000-601.40-41	Bond Sales Expense	5,307	0	5,307
311-0000-601.90-03	Improvements	500,000	(140,238)	359,762
Totals:		505,307	(120,254)	385,053

Street Resurfacing (GP2100)

		<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>		\$	\$	\$
311-0000-368.10-55	Series 2017 A GO Bonds	156,211	0	156,211
		0	109,445	109,445
311-0000-368.21-01	Premium From Bond Sale	8,489	10,809	19,298
311-0000-391.01-00	From General Fund	950,000	0	950,000
Totals:		1,114,700	120,254	1,234,954

<u>Expenditures:</u>		\$	\$	\$
311-0000-601.20-22	Construction Contracts	1,062,137	120,254	1,182,391
311-0000-601.20-23	Arch/Eng/Landscaping Serv	52,563	0	52,563
Totals:		1,114,700	120,254	1,234,954

Account Number/Description:
Solid Waste Project Fund: 455
Landfill New Cell Construction (DL1500)

Revenues:

455-0000-391.05-30 2014 A GO Bonds

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 2,015,736	\$ (10,385)	\$ 2,005,351
2,015,736	(10,385)	2,005,351

Expenditures:

455-0000-601.20-23 Arch/Eng/Landscaping Serv

455-0000-601.90-01 Land

455-0000-601.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 346,412	\$ (10,385)	\$ 336,027
1,194,249	0	1,194,249
475,075	0	475,075
2,015,736	(10,385)	2,005,351

Landfill New Cell Construction (DL2000)

Revenues:

455-0000-391.05-30 2014 A GO Bonds

455-0000-391.13-00 From Solidwaste Mgmt Fund

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 484,264	\$ 10,385	\$ 494,649
765,736	0	765,736
1,250,000	10,385	1,260,385

Expenditures:

455-0000-601.20-23 Arch/Eng/Landscaping Serv

455-0000-601.90-01 Land

455-0000-601.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 286,660	\$ 11,733	\$ 298,393
0	0	0
963,340	(1,348)	961,992
1,250,000	10,385	1,260,385

Account Number/Description:

General Fund: 110

Revenues:

110-0000-364-20-00 From Corporations

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 200,000	\$ 400,000	\$ 600,000
200,000	400,000	600,000

Expenditures:

110-4804-481.70-13 To UMTA Fund

110-4890-901.60-01 Future Appropriations

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 183,037	\$ 186,763	\$ 369,800
0	213,237	213,237
183,037	400,000	583,037

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

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

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

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

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

Recommendation:

Approve the Ordinance

Executive Summary:

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

Attachments:

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

Funding source appropriate and funds are available: *gms*

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: *gms*

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

ORDINANCE NO. _____

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

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

SECTION I. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Fund Balance Appropriations by \$54,000. The expenditure budget will be amended by increasing the appropriations for Dobyns-Bennett Fine Arts by \$19,000; Dobyns-Bennett Student Travel by \$29,000; and Dobyns-Bennett Staff Development by \$6,000.

Fund 141: General Purpose School Fund

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

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:

APPROVED AS TO FORM:

ANGELA MARSHAL, Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

December 14, 2021

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

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: BAND/CHORUS TRAVEL

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

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

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



AGENDA ACTION FORM

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

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

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

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

Recommendation:

Approve the Ordinance

Executive Summary:

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

Pursuant to the policy, Magnolia Ridge Development, LLC has requested that the proposed Magnolia Ridge Development Phase 1 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$110,747.35 for a new forty one (41) lot development.

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

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Jm*

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

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

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE MAGNOLIA RIDGE PHASE 1 MATERIALS AGREEMENT PROJECTS (WA2258 AND SW2258); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget by \$58,325 and by decreasing the funds transferred from the Sewer Fund operating budget by \$42,813 to the Magnolia Ridge Phase 1 projects (WA2258 and SW2258) to fund the materials agreement.

Account Number/Description:

Water Project Fund:451

Magnolia Ridge Phase 1 (WA2258)

Revenues

451-0000-391.45-00 From the Water Fund

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$0	\$58,325	\$58,325
\$0	\$58,325	\$58,325

Expenditures:

451-0000-605.90-03 Improvements

Totals:

\$0	\$58,325	\$58,325
\$0	\$58,325	\$58,325

Account Number/Description:

Sewer Project Fund:452

Magnolia Ridge Phase 1 (SW2258)

Revenues

452-0000-391.42-00 From the Sewer Fund

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$0	\$42,813	\$42,813
\$0	\$42,813	\$42,813

Expenditures:

452-0000-606.90-03 Improvements

Totals:

\$0	\$42,813	\$42,813
\$0	\$42,813	\$42,813

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

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

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

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

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

Recommendation:

Approve the Ordinance

Executive Summary:

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

Pursuant to the policy, Integrity Building Group, LLC has requested that the proposed Miller Parke Phase 3 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$58,858.82 for a new forty (40) lot development.

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

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *jam*

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

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE MILLER PARKE PHASE 3 MATERIALS AGREEMENT PROJECTS (WA2257 AND SW2257); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget by \$25,895 and by decreasing the funds transferred from the Sewer Fund operating budget by \$27,857 to the Miller Parke Phase 3 projects (WA2257 and SW2257) to fund the materials agreement.

Account Number/Description:

Water Project Fund:451

Miller Parke Phase 3 (WA2257)

Revenues

451-0000-391.45-00 From the Water Fund

Totals:

Expenditures:

451-0000-605.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$0	\$25,895	\$25,895
\$0	\$25,895	\$25,895
\$0	\$25,895	\$25,895
\$0	\$25,895	\$25,895

Account Number/Description:

Sewer Project Fund:452

Miller Parke Phase 3 (SW2257)

Revenues

452-0000-391.42-00 From the Sewer Fund

Totals:

Expenditures:

452-0000-606.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$0	\$27,857	\$27,857
\$0	\$27,857	\$27,857
\$0	\$27,857	\$27,857
\$0	\$27,857	\$27,857

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

Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Carla Karst, Related to the Cox Valley Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-367-2021
 Work Session: December 20, 2021
 First Reading: December 21, 2021

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

Recommendation:

Approve the Ordinance

Executive Summary:

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

Pursuant to the policy, Carla Karst has requested that the proposed Cox Valley Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$125,343.36 for a new fifty eight (58) lot development.

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

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *pm*

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

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE COX VALLEY MATERIALS AGREEMENT PROJECTS (WA2259 AND SW2259); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget by \$70,185 and by decreasing the funds transferred from the Sewer Fund operating budget by \$44,284 to the Cox Valley projects (WA2259 and SW2259) to fund the materials agreement.

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

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

Account Number/Description:

Water Project Fund:451

Cox Valley (WA2259)

Revenues

451-0000-391.45-00 From the Water Fund

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$0	\$70,185	\$70,185
\$0	\$70,185	\$70,185

Expenditures:

451-0000-605.90-03 Improvements

Totals:

\$0	\$70,185	\$70,185
\$0	\$70,185	\$70,185

Account Number/Description:

Sewer Project Fund:452

Cox Valley (SW2259)

Revenues

452-0000-391.42-00 From the Sewer Fund

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$0	\$44,284	\$44,284
\$0	\$44,284	\$44,284

Expenditures:

452-0000-606.90-03 Improvements

Totals:

\$0	\$44,284	\$44,284
\$0	\$44,284	\$44,284

Account Number/Description:

Water Fund: 411

Revenues

411-0000-371.90-12 Developer Contributions

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$50,000	\$154,405	\$204,405
\$50,000	\$154,405	\$204,405

Expenditures:

411-6996-696.83-01 To Water Project Fund

Totals:

\$90,000	\$154,405	\$244,405
\$90,000	\$154,405	\$244,405

Account Number/Description:

Sewer Fund:412

Revenues

412-0000-372.90-12 Developer Contributions

Totals:

Budget

\$0

\$0

Incr/<Decr>

\$114,594

\$114,594

New Budget

\$114,594

\$114,594

Expenditures:

412-6996-696.83-02 To Sewer Project Fund

Totals:

\$50,000

\$50,000

\$114,594

\$114,594

\$164,594

\$164,594

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for Contracted Truck Hauling

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

Action Form No.: AF-1-2022
 Work Session: January 18, 2022
 First Reading: N/A

Final Adoption: January 18, 2022
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

Bids were opened on December 14, 2021 for Contracted Truck Hauling for use by the Public Works Department on an as needed basis. It is recommended to award the bid to Summers-Taylor, West Stone Industries, GRC Civil Services, JTB Construction LLC, & Glass Machinery & Excavation at an estimated annual cost of \$60,000.00 as follows:

Diesel Cost Per Gal	Summers- Taylor	West Stone Industries	GRC Civil Services	JTB Construction, LLC	Glass Machinery & Excavation
\$2.00	\$95.00	\$90.00	\$80.00	\$81.00	\$85.00
\$2.25	\$95.00	\$91.00	\$80.00	\$82.00	\$85.00
\$2.50	\$95.00	\$92.00	\$80.00	\$83.00	\$85.00
\$2.75	\$95.00	\$93.00	\$80.00	\$84.00	\$85.00
\$3.00	\$95.00	\$94.00	\$80.00	\$85.00	\$87.00
\$3.25	\$96.25	\$95.00	\$80.00	\$86.00	\$89.00
\$3.50	\$97.50	\$96.00	\$80.00	\$87.00	\$91.00
\$3.75	\$98.75	\$97.00	\$80.00	\$88.00	\$93.00
\$4.00	\$100.00	\$98.00	\$85.00	\$89.00	\$95.00
\$4.25	\$101.25	\$99.00	\$85.00	\$90.00	\$97.00
\$4.50	\$102.50	\$100.00	\$85.00	\$91.00	\$99.00
\$4.75	\$103.75	\$101.00	\$85.00	\$92.00	\$101.00
\$5.00	\$105.00	\$102.00	\$85.00	\$93.00	\$103.00

Funding is identified in various department accounts.

Attachments:

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

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

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*

RESOLUTION NO. _____

A RESOLUTION AWARDDING BIDS FOR THE PURCHASE OF
CONTRACTED TRUCK HAULING ON AN AS NEEDED BASIS
FOR FY 2023 TO FIVE BIDDERS, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened December 14, 2021, for contracted truck hauling on an as needed basis for use by the public works department; and

WHEREAS, upon review of the bids recommendation of staff, the board finds Summers-Taylor, West Stone Industries, GRC Civil Services, JTB Construction LLC, and Glass Machinery & Excavation, are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase contracted truck hauling from JTB Construction, LLC, West Stone Industries, and Glass Machinery & Excavation, at an estimated annual cost of \$60,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based on geographical considerations as set out in the specifications for the bid; and

WHEREAS, funding is identified in various department accounts;

Now therefore,

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

SECTION I. That bids for the purchase of contracted truck hauling for use by the public works department on an as needed basis are awarded to Summers-Taylor, West Stone Industries, GRC Civil Services, JTB Construction LLC, & Glass Machinery & Excavation, at an annual estimated cost of \$60,000.00, and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHAL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

BID OPENING MINUTES

December 14, 2021

4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

Contracted Truck Hauling					
Diesel Cost Per Gallon	Vendors:				
	Summers-Taylor	West Stone Industries	GRC Civil Services	JTB Construction, LLC	Glass Machinery & Excavation
\$2.00	\$95.00	\$90.00	\$80.00	\$81.00	\$85.00
\$2.25	\$95.00	\$91.00	\$80.00	\$82.00	\$85.00
\$2.50	\$95.00	\$92.00	\$80.00	\$83.00	\$85.00
\$2.75	\$95.00	\$93.00	\$80.00	\$84.00	\$85.00
\$3.00	\$95.00	\$94.00	\$80.00	\$85.00	\$87.00
\$3.25	\$96.25	\$95.00	\$80.00	\$86.00	\$89.00
\$3.50	\$97.50	\$96.00	\$80.00	\$87.00	\$91.00
\$3.75	\$98.75	\$97.00	\$80.00	\$88.00	\$93.00
\$4.00	\$100.00	\$98.00	\$85.00	\$89.00	\$95.00
\$4.25	\$101.25	\$99.00	\$85.00	\$90.00	\$97.00
\$4.50	\$102.50	\$100.00	\$85.00	\$91.00	\$99.00
\$4.75	\$103.75	\$101.00	\$85.00	\$92.00	\$101.00
\$5.00	\$105.00	\$102.00	\$85.00	\$93.00	\$103.00

Price submitted are based on an hourly rate.

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

M E M O R A N D U M

December 15, 2021

TO: Nikisha Eichmann, Assistant Procurement Manager
FROM: Tim Elsea, Public Works Manager
SUBJECT: Contracted Truck Hauling Bid Award

Greg Willis and I have reviewed the recent bids for Contracted Truck Hauling.

Our recommendation for the Contracted Truck Hauling would be to award the bid to all five bidders (Summers-Taylor, West Stone Industries, GRC Civil Services, JTB Construction, LLC, and Glass Machinery & Excavation). The bids were close and we would be able to use any of the companies based on their availability.

If you have any questions please contact me at your convenience at 229-9451.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing an Application to the TDOT "State Industrial Access, SIA, Program" for Meadow Park Lane Extension

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

Action Form No.: AF-19-2022
 Work Session: January 18, 2022
 First Reading: NA

Final Adoption: January 18, 2022
 Staff Work By: Ryan McReynolds
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

Several years ago, Eastman made a strong long term commitment to their corporate and manufacturing future within the City of Kingsport through Project Inspire. The project not only included the investment of Eastman's Corporate Business Center located along Wilcox Drive, but also a multi-year reinvestment to various manufacturing capabilities within their plant. At the time, the State of Tennessee through the Tennessee Department of Transportation (TDOT) committed to provide assistance related to the road infrastructure improvements necessary to support Eastman's various investments.

In keeping with the investment of Eastman and the commitment of TDOT, the City is applying for the State Industrial Access (SIA) Program that will construct a new roadway, Meadow Park Lane, that extends from the existing Meadow Park Lane to Riverport Road south of the Sluice bridge. Presently Jared Drive bisects many aspects of Eastman's operations such as the rail storage yard. In order to expand rail capacity and maximize the property available for manufacturing activity, the present Jared Drive will need to be closed. Meadow Park Lane will open up 110 acres of developable property along the route as well as mitigating the impact of travel time once Jared Drive is closed. Within the SIA Program, the construction of the newly aligned Jared Drive will be funded by TDOT.

Attachments:

1. Resolution
2. SIA Application
3. Map

Funding source appropriate and funds are available: *JM*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR A
TENNESSEE DEPARTMENT OF TRANSPORTATION STATE
INDUSTRIAL ACCESS PROGRAM FOR THE MEADOW PARK
LANE EXTENSION

WHEREAS, the city is vitally interested in the economic welfare of its citizens and wishes to provide the necessary leadership to enhance this area's capabilities for growth and development; and

WHEREAS, the provision of jobs to area citizens by local industry is both necessary and vital to the economic well-being of the City; and

WHEREAS, the Industrial Highway Act of 1959 authorizes the Tennessee Department of Transportation to contract with cities and counties for the construction and maintenance of "Industrial Highways" to provide access to industrial areas and to facilitate the development and expansion of industry within the State of Tennessee, and.

WHEREAS, Eastman Chemical Company plans to construct a new roadway in the City of Kingsport and Sullivan County, and

WHEREAS, the construction of an industrial access road to serve said proposed plant is necessary and vital to the successful completion of this project and the future economic well-being of this area,

Now therefore,

BE IT RESOLVED BY THE CITY OF KINGSFORT BOARD OF MAYOR AND ALDERMEN:

THAT A CONTRACT BE ENTERED INTO WITH THE Tennessee Department of Transportation for assistance in construction and completion of the herein proposed industrial access highway under the provisions of the Industrial Highway Act of 1959.

ADOPTED this the 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

TENNESSEE DEPARTMENT OF TRANSPORTATION

STA**T**E **I**ND**U**ST**R**IAL **A**CC**E**SS PROGRAM



TDOT

Department of
Transportation

APPLICATION AND INFORMATION PACKET

Revised January 10, 2022



TENNESSEE DEPARTMENT OF TRANSPORTATION

APPLICATION

FOR THE STATE INDUSTRIAL ACCESS PROGRAM

General Information

Local Government(s) Making Application: City of Kingsport, Tennessee
Mailing Address: 225 West Center Street, Kingsport TN 37660
Industry Name: Eastman Chemical Company
Type of Industry: Global Specialty Materials Manufacturing

Primary Contact Person

For the Local Government:

Name: Ryan McReynolds
Title: Deputy City Manager
Agency: City of Kingsport
Phone: 423-229-9470
E-mail: RyanMcReynolds@KingsportTn

For the Industry:

Name: Daniel Duncan
Title: Real Estate Manager
Phone: 423-229-2504
E-mail: wcw@eastman.com

Employment and Investment Information

*NOTE: If this project is an expansion or relocation of an existing facility in Tennessee:
include only the additional employment added by your project, and
include only the increase in value of real and personal property for this site.*

Employment

Anticipated Date Facility is Operational: 01/01/2023 Capital Investment

Initial Employment (# of new jobs only): 144 Estimated Capital Investment: \$ 256 million

*Anticipated Date of Full Employment: 2023 Average daily number of heavy trucks expected

*Full Employment (total # new jobs): 8,144 (min) to use the proposed road: 30-50

Average Hourly or Annual Wage: \$ 86,351.35 Will there be any property tax breaks? ☒ Y ☐ N

* Anticipated full employment within the next five years.

***Explanation of Job numbers included on page 17.**

Explanation of PILOT agreement included on page 18.

If yes, describe the nature and/or schedule of the tax abatement.

PILOT Agreement

Responsibilities

The following phases and available options for responsibility of a typical SIA project are listed below. Following this list on the next page is more information on what each party would be responsible for in each case.

Please read carefully the descriptions of responsibility and then indicate which option the local government wishes to choose for each phase.

- ☐ **The local government wishes to perform all work and manage this project locally using the Local Program Development Office guidelines. The local government will be reimbursed under the guidelines and terms set by the Local Program Development Office and the SIA Program.**

(If this option is chosen, skip to Page 5.)

- ☒ **The local government wishes for TDOT to manage the project with the responsibility for each phase indicated below.**

(If this option is chosen, continue to Page 3 to indicate responsibilities.)

LOCAL	TDOT	PHASE
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Survey and Design
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Right-of-Way Acquisition, Utilities Relocation, Railroad Crossings (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction – grading, drainage, and base
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction – pavement

Description of Responsibilities Association with Each Phase Option

Survey and Design

LOCAL – The local government will provide the survey and design (through its own forces or consultant), which meets TDOT guidelines at no cost to TDOT. The work must be coordinated with the appropriate TDOT Regional Survey & Design Office.

TDOT – TDOT will provide the necessary survey and design for the project with no cost to the local government.

Right-of-Way Acquisition

LOCAL – The local government will secure donations or purchase the necessary right-of-way for the project, at no cost to TDOT, in accordance with State policies and procedures. This must be coordinated through the appropriate Regional Right-of-Way Office.

TDOT – TDOT will purchase the necessary right-of-way for the project. TDOT and the local government will each be responsible for 50% of the cost. The local government will also be responsible for submitting a deposit of the estimated amount of its 50% match. The deposit is applied toward the local government's share of the actual cost, and any amount over the actual cost is refunded to the local government.

Utility Relocation

State Let Project

If TDOT lets the project to construction, then the Department will coordinate the relocation of utilities regardless of who pays for the relocations.

LOCAL – The local government will be responsible for contracting for the adjustment of all conflicting utilities and the cost of relocating reimbursable utilities with no cost to TDOT.

TDOT – The relocation of the utilities will be contracted by TDOT's Utility Office. The local government will pay fifty percent (50%) of the estimated reimbursable cost for relocating the utilities. To qualify as a reimbursable utility cost, the utility that is being relocated due to the SIA project must have been located outside the existing public right-of-way.

Locally Let Project

LOCAL – If the locals are letting the project to a construction contract, they are responsible for all utility coordination, reimbursable cost, and must provide certification/documentation to the TDOT utility office to be approved and certified prior to scheduling the contract letting.

TDOT – TDOT will approve and certify the utilities prior to the letting. To qualify as a reimbursable utility cost, the utility that is being relocated due to the SIA project must have been located outside the existing public right-of-way.

Railroad Crossings

LOCAL – TDOT will coordinate any construction, alteration, or upgrade of railroad crossings associated with the SIA project, and the local government will be responsible for 100% of the cost.

TDOT – TDOT will coordinate any construction, alteration, or upgrade of railroad crossings associated with the SIA project, and the local government will be responsible for 50% of the cost.

Construction – grading, drainage, and base

LOCAL – The local government will be responsible for the construction of and costs associated with the earthwork, drainage features, and base material needed for the SIA. The local government will ensure the construction and materials meet TDOT's specifications. The local government will also be responsible for complying with any state or federal rules, regulations, and laws pertaining to permits and will secure any permits needed to perform this work. This option is at no cost to TDOT and is subject to a determination of the local government's ability to manage the project by TDOT's [Local Programs Development Office](#).

TDOT – TDOT will be responsible for the construction of and costs associated with the earthwork, drainage features, and base material needed for the SIA. TDOT will also be responsible for securing any permits needed to perform this work. This is all at no cost to the local government.

Construction – pavement

LOCAL – The local government will be responsible for the construction of and costs associated with paving the SIA. The local government will ensure the construction and materials meet TDOT's specifications. The local government will also be responsible for complying with any state or federal rules, regulations, and laws pertaining to permits and will secure any permits needed to perform this work. This option is at no cost to TDOT and is subject to a determination of the local government's ability to manage the construction project by TDOT's [Local Programs Development Office](#).

TDOT – TDOT will be responsible for the construction of and costs associated with paving the SIA. TDOT will also be responsible for securing any permits needed to perform this work. This option is at no cost to the local government.

SIA Roadway Features

The SIA program provides only for a standard road with the following specifications:

Travel lanes -	2 lanes (1 in each direction) at 12 feet wide, for a total of 24 feet of travel lanes
Shoulders -	2 gravel shoulders (1 on each side) at 4 feet wide
Pavement -	10 inches of base stone
	3 inches of "A" mix (asphalt base)
	2 inches of "BM-2" mix (asphalt base)
	1.25 inches of "D" mix (asphalt surface)

***Note:** This project proposes using 2 lanes (1 in each direction) at 12 feet wide for a total of 24 feet of travel lanes; additionally, this project proposes curb & gutter, a 10 feet wide greenway trail, and roadway lighting. See Page 21 for a graphic of the proposed typical section.

Exhibits

Attach the following exhibits:

- Location Map – map showing the location of the industrial site in relation to the city or county making application.
- Site Map – map showing industrial site, proposed plant location and footprint, road names, and plant entrance locations. Map should be to scale and should include approximate measurements.
- Resolution – Resolution adopted by local governing body in support of the project and SIA application.
- Agreements – Written agreements among local government agencies for shared responsibility of funding (if applicable).
- Additional Roadway Features – Descriptions of items being requested that exceed SIA standard. E.g. curb and gutter; turn lanes; sidewalks; traffic signal

Authorization

It is the desire of insert city and/or county name to make application to the Tennessee Department of Transportation (TDOT) for assistance in the construction of an Industrial Highway under the provisions of the Industrial Highway Act of 1959.

The information provided in this application is for review and economic analysis of the proposed SIA project. All information is accurate to the best of our knowledge.

Authorized by: _____

Name: _____

Title: _____

Agency: _____

Signature



TENNESSEE DEPARTMENT OF TRANSPORTATION
INFORMATION AND PROCEDURES
FOR THE STATE INDUSTRIAL ACCESS PROGRAM

Background

The Industrial Highway Act of 1959 (T.C.A. 54-5-403) authorizes the Tennessee Department of Transportation (TDOT) to contract with cities and counties for the development of "Industrial Highways" to provide access to industrial areas and to facilitate the development and expansion of industry within the State of Tennessee.

TDOT implements the Industrial Highway Act through the department's State Industrial Access (SIA) Program. The department will consider and approve Industrial Highways based on project eligibility, economic criteria, physical constraints, and available funding.

Eligibility and Application Process

Presented in this section are the requirements and procedures for preparing and submitting an SIA application to TDOT and developing projects under the State Industrial Access Program. For information about project eligibility contact TDOT's Economic Development Office at (615) 253-2521.

1. Project Eligibility for Consideration

The proposed project is required to be eligible as an industrial highway. An "Industrial Highway" is defined as any road or street designated and located to provide access to an industry site or industrial park. The designated roadways may be eligible for the funding under the TDOT SIA Program. An Industrial Highway cannot be constructed on private property and must be a public road open to traffic.

2. Site Visit

Representatives from TDOT and the local city and/or county will review the proposed project in the field. The purpose of the review is to confirm the "Eligibility for Consideration" of the project, discuss the parameters of the project, and gather information to develop a cost estimate for the project.

3. Application

The Application consists of four items:

- a. An Application Form detailing information about the proposed industry or industry expansion and the local government participation,
- b. Location Map depicting the location of the proposed industry in relation to the city or county submitting the application,
- c. Site Map depicting the current and proposed roadways, industry site, and plant or building entrance locations,

- d. A certified Resolution or Ordinance indicating the Application for SIA funding is an official action by the local government. (A sample Resolution is presented on page 13.)

If local governments are sharing any portion of the funding responsibility, a written agreement between local governments should also be submitted at the time of the application. This helps streamline the process of drafting a contract between TDOT and the local government(s) for the project and clarifies the responsibilities of each agency.

4. Consideration

TDOT will consider and approve Industrial Highways based on project eligibility, economic criteria, physical constraints, and available funding.

5. Approval

Upon approval of the Application, TDOT and the local government will execute a contract defining the responsibilities of each party. Appropriate monetary deposits will be submitted by the applicant.

Project Activities

1. ROW and Utilities Deposits

If the applicant chose the option of TDOT acquiring ROW and/or relocating utilities, the local government is required to deposit the full estimated amount of its share of the cost. During the initial analysis of the application, TDOT's ROW Office will estimate the cost of acquiring ROW (which may include damages to the remainder) and relocating utilities. This is a preliminary estimate because many details of the ROW and utilities plans are not known at that time, and it is usually based on the "worst-case" scenario. Any unused portion of the deposit will be returned to the local government at the close-out of the project.

2. Project Design

The typical section for Industrial Highway projects is two 12-foot wide lanes with 4 foot-wide gravel shoulders. Additional design features may be requested and paid for by the Applicant. The additional work may be included in the construction contract as non-participating items and will be at no cost to TDOT. A construction deposit for non-participating items will be required before TDOT advertises the project for construction bids.

3. Permits

- a. Environmental Permits

The following two conditions will determine the responsibility for obtaining environmental permits. Environmental Guidelines for Industrial Highways is described on pages 11-12.

1. When TDOT is performing the construction phase of the project, whether by TDOT maintenance forces or project contract, TDOT will conduct the technical studies and obtain all environmental permits

2. When the local government is performing the construction phase, it will be responsible for the technical studies and for obtaining all environmental permits for the work performed.

- b. Permits Required for Plant or Building Site

The local government is responsible for obtaining all federal, state, and local permits for all other development of the plant or building site.

4. Construction

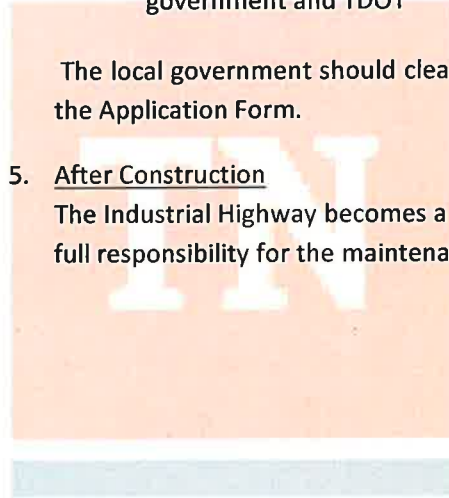
The project may be constructed by one of the following three general options:

- a. The project may be let to contract or constructed by the local government according to the policies set forth by the TDOT [Local Programs Development Office](#).
 - b. The project may be let to contract or constructed by TDOT
 - c. The project may be let to contract or constructed by a partnership between the local government and TDOT

The local government should clearly mark the preferred options in the RESPONSIBILITIES section of the Application Form.

5. After Construction

The Industrial Highway becomes a public city street/county road, and the local government assumes full responsibility for the maintenance of the Industrial Highway after construction is completed.



Typical Process Timeline



*Please note that each project is unique and will most likely deviate from this **typical** timeline. This is intended as a guide to the process and general durations for an average project.

Environmental Guidelines for Industrial Highways

Transportation projects that do not involve federal aid funding and do not otherwise constitute a major federal action (such as these SIA projects) are exempt from the provisions of National Environmental Policy Act of 1969 (NEPA).

Federal court law, however, has established that under some circumstances, NEPA may apply to a non-federal project.

In a 2001 Tennessee case (*Southwest Williamson County Community Association v. Slater, et al.*), the Sixth Circuit Court of Appeals defined two alternative tests for determining whether a non-federal project might actually constitute a major federal action to the extent that the requirements of NEPA would apply. The two tests identified in this case are:

1. When the non-federal project restricts or limits the statutorily prescribed federal decision-makers' choice of reasonable alternatives; or
2. When the federal-decision makers have authority to exercise sufficient control or responsibility over the non-federal project so as to influence the outcome of the project.

State-funded transportation projects that require the acquisition of right-of-way and/or the construction of new roadways and other transportation facilities must undergo a rigorous environmental review. The environmental review is documented in a Tennessee Environmental Evaluation Report (referred to as a TEER) that will be made available for public review.

A TEER is prepared for a state-funded transportation project that meets both of the following criteria:

1. Is a transportation route (including a bridge project); and
2. Requires acquisition or disturbance of at least one acre of new or additional right-of-way, unless there are special circumstances that would necessitate the preparation of a TEER for a project with less than one acre of property acquisition.

Special circumstances that would result in the need to prepare a TEER under the second criterion listed above include, but are not limited to, the following:

1. Displacement of any commercial or residential occupants;
2. The use of land from a property or district that is listed on or eligible for listing on the National Register of Historic Places or a National Historic Landmark, which would cause an adverse effect to that resource;

3. The use of land from a public park or recreation area, designated forest, or wildlife management area;
4. Work that requires a US Coast Guard construction permit, or an individual US Army Corps of Engineers Section 404 Permit;
5. Construction in, across, or adjacent to a river designated as a component of the National System of Wild and Scenic Rivers or high quality streams, including streams designated as Exceptional Tennessee Waters (ETW), as designated by Tennessee's water quality standard;
6. Work encroaching on a regulatory floodway or work affecting the base floodplain (100-year flood) elevation of a water course or lake;
7. Work in wetlands;
8. Change in access control;
9. A known hazardous materials site within the proposed right-of-way;
10. An adverse effect to federal or state designated threatened or endangered species or their critical habitat; or
11. A formal request for the preparation of a TEER is received from a local citizen, group or organization, and the request is based on identified environmental concerns.

For the Tennessee Department of Transportation (TDOT) Environmental Procedures Manual relating to State-Funded projects in its entirety visit the following site:

<https://www.tn.gov/assets/entities/tdot/attachments/EnviroProcMan.pdf>

Early identification of sensitive areas will enable TDOT to implement changes to avoid environmental impacts, coordinate with state and federal agencies, and obtain required permits prior to construction of an SIA roadway. If these sensitive areas cannot be completely avoided, the impacts must be minimized, and the effects of the proposed project must be mitigated.

These activities have the potential to lengthen the project schedule and increase project cost.

If the local government chooses to prepare the project plans, the local government must provide the TDOT Environmental Division with accurate maps or aerial photography on which to base technical environmental studies.

When TDOT is performing the construction phase of the project, whether by TDOT maintenance forces or project contract, TDOT will conduct the technical studies and obtain all environmental permits.

When the local government is performing the construction phase, it will be responsible for the technical studies and for obtaining all environmental permits for the work performed.

Sample Resolution

WHEREAS, the City of Kingsport _____, Tennessee, is vitally interested in the economic welfare of its citizens and wishes to provide the necessary leadership to enhance this area's capabilities for growth and development, and

WHEREAS, the provision of jobs to area citizens by local industry is both necessary and vital to the economic well-being of the City of Kingsport _____, and

WHEREAS, the Industrial Highway Act of 1959 authorizes the Tennessee Department of Transportation to contract with cities and counties for the construction and maintenance of "Industrial Highways" to provide access to industrial areas and to facilitate the development and expansion of industry within the State of Tennessee, and

WHEREAS, Eastman Chemical Co. plans to construct a new roadway in the City of Kingsport, Sullivan County, and

WHEREAS, the construction of an industrial access road to serve said proposed plant is necessary and vital to the successful completion of this project and the future economic well-being of this area,

NOW, THEREFORE BE IT RESOLVED by the City of Kingsport _____, that a contract be entered into with the Tennessee Department of Transportation for assistance in construction and completion of the herein proposed industrial access highway under the provisions of the Industrial Highway Act of 1959.

Adopted this _____ day of _____ 20____.

City or County Mayor

ATTEST:

Recorder, City or County

***Note:** For a copy of the resolution approved by the City of Kingsport, TN, please look in **Attachment E - Resolution**.

Checklist for Application Process

- ☐ Contact TDOT's Strategic Transportation Investments Division about potential SIA
- ☐ Participate in Site Visit with TDOT at the site
- ☐ Complete the application form
- ☐ Obtain resolution from the local governing body in support of project
- ☐ Submit application with location map, site map, resolution, and local funding agreements (if applicable) attached
- ☐ Receive approval letter from TDOT
- ☐ Contacted by TDOT's Local Programs Office about contract, program requirements, etc.
- ☐ Receive proposed contract
- ☐ Review and accept contract (must submit original color contract with watermark)
- ☐ Receive fully executed contract from TDOT

Contact Information

TDOT Economic Development Office (located at TDOT Headquarters in Nashville)

Danielle Hagewood 615.253.2521 Danielle.Hagewood@tn.gov

TDOT Local Programs Office (located at TDOT Headquarters in Nashville)

Kimery Grant 615.741.5323 Kimery.Grant@tn.gov

TDOT Environmental Division (located at TDOT Headquarters in Nashville)

Klint Rommel 615.253.2441 Klint.Rommel@tn.gov
Robbie Stephens 615-253-7693 Robbie.Stephens@tn.gov

Attachment A

City of Kingsport Resolution

***LEAVE BLANK
FOR RESOLUTION
TO BE INSERTED
LATER***

Average Hourly/Annual Wage Calculation

Possible State Industrial Access Road (SIA) serving Kingsport, TN (Kingsport/Eastman)

Calculated with Weighted Averages

Job Title	Salary	No of Positions	Weighted Salary
Department Head	\$ 200,000.00	1	\$ 200,000.00
Area Manager	\$ 180,000.00	2	\$ 360,000.00
Team Manager	\$ 130,000.00	8	\$ 1,040,000.00
Staff Engineer	\$ 150,000.00	1	\$ 150,000.00
Mechanical Engineer	\$ 150,000.00	1	\$ 150,000.00
Utility Operators	\$ 90,000.00	8	\$ 720,000.00
Chemical Operators	\$ 80,000.00	36	\$ 2,880,000.00
Safety Coordinator	\$ 90,000.00	1	\$ 90,000.00
Lower Skill Positions	\$ 50,000.00	16	\$ 800,000.00
	\$ 1,120,000.00	74	\$ 6,390,000.00
Average Hours/Annual Wage		\$	86,351.35

*** Note :** These wages only include the wages for the new anticipated employees for the Eastman site addition which will be completed in January 2023; average wages for the 8,000 jobs that have been added in the Kingsport area since it's opening are not included in this calculation.

2. PILOT Payments. For tax years 2021 and 2022, Company shall make a payment in lieu of ad valorem taxes (“PILOT Payment”) on the Real Property and Personal Property, in an amount equal to the property taxes that would have been payable if said Real Property and Personal Property were subject to City and County property taxes without reduction. Beginning with the 2023 tax year and each and every subsequent tax year through 2032, a PILOT Payment on the Real Property and Personal Property shall be made in amount equal to the property taxes that would have been payable to the City and County if said Real Property and Personal Property were subject to City and County property taxes without reduction multiplied by the following percentage for each applicable tax year:

2023	14%
2024	20%
2025	30%
2026	40%
2027	50%
2028	60%
2029	70%
2030	80%
2031	90%
2032	100%

However, when the difference between (i) the combined cumulative total of the annual PILOT Payments due and payable under this Agreement and (ii) the combined cumulative total of the annual City and County property taxes which would have been due and payable on the Real Property and Personal Property if said property were subject to property taxes without reduction reaches or exceeds \$10,500,000 then this Agreement shall terminate effective as of the first day of the following tax year. The PILOT payments due hereunder shall be shall be paid directly to the

CAPEX Information

2016	\$375
2017	\$389
2018	\$315
2019	\$255
2020	\$228
2021	\$331 forecast
2022	\$420 forecast
2023	\$420 forecast
2024	\$420 forecast
2025	\$420 forecast
2026	\$420 forecast

*#s in the 100 million

Attachment C

Figures

COST ESTIMATE SUMMARY

Route:	Meadow Park Lane
Termini:	Construction New Road - 12' lanes with curb & gutter (with 2 New
Scope of Work:	Structures (over Horse Creek & Holston)) No Greenway
Project Type of Work:	Construction-New
County:	Sullivan
Length:	2.34 Miles
Date:	January 11, 2022
Estimate Type:	Concept



DESCRIPTION	LOCAL 0%	STATE 100%	FEDERAL 0%	TOTAL
Construction Items				
Removal Items	\$0	\$0	\$0	\$0
Asphalt Paving	\$0	\$2,600,000	\$0	\$2,600,000
Concrete Pavement	\$0	\$0	\$0	\$0
Drainage	\$0	\$1,830,000	\$0	\$1,830,000
Appurtenances	\$0	\$711,000	\$0	\$711,000
Structures	\$0	\$6,790,000	\$0	\$6,790,000
Fencing	\$0	\$0	\$0	\$0
Signalization & Lighting	\$0	\$0	\$0	\$0
Railroad Crossing	\$0	\$0	\$0	\$0
Earthwork	\$0	\$3,310,000	\$0	\$3,310,000
Clearing and Grubbing	\$0	\$0	\$0	\$0
Seeding & Sodding	\$0	\$37,600	\$0	\$37,600
Rip-Rap or Slope Protection	\$0	\$63,800	\$0	\$63,800
Guardrail	\$0	\$236,000	\$0	\$236,000
Signing	\$0	\$15,600	\$0	\$15,600
Pavement Markings	\$0	\$29,400	\$0	\$29,400
Maintenance of Traffic	\$0	\$201,000	\$0	\$201,000
Mobilization 5%	\$0	\$791,000	\$0	\$791,000
Other Items and Annual Inflation 10%	\$0	\$1,660,000	\$0	\$1,660,000
Const. Contingency (Structures Not Included) 35%	\$0	\$4,020,000	\$0	\$4,020,000
Const. Eng. & Inspec. 10%	\$0	\$2,230,000	\$0	\$2,230,000
Construction Estimate	\$0	\$24,500,000	\$0	\$24,500,000
Interchanges & Unique Intersections				
Roundabouts	\$0	\$0	\$0	\$0
Interchanges	\$0	\$0	\$0	\$0
Right-of-Way & Utilities				
	LOCAL 50%	STATE 50%	FEDERAL 0%	TOTAL
Right-of-Way	\$900,000	\$900,000	\$0	\$1,800,000
Utilities	\$216,500	\$216,500	\$0	\$433,000
Preliminary Engineering				
	LOCAL 0%	STATE 100%	FEDERAL 0%	TOTAL
Prelim. Eng. 8.0%	\$0	\$1,960,000	\$0	\$1,960,000
Total Project Cost (2021)	\$ 1,116,500	\$ 27,576,500	\$	\$ 28,700,000

Attachment C
Maps & Figures

CITY OF KINGSPORT, TN (SULLIVAN COUNTY)

PROJ. NO. 37427-06

END PROJECT

BEGIN PROJECT

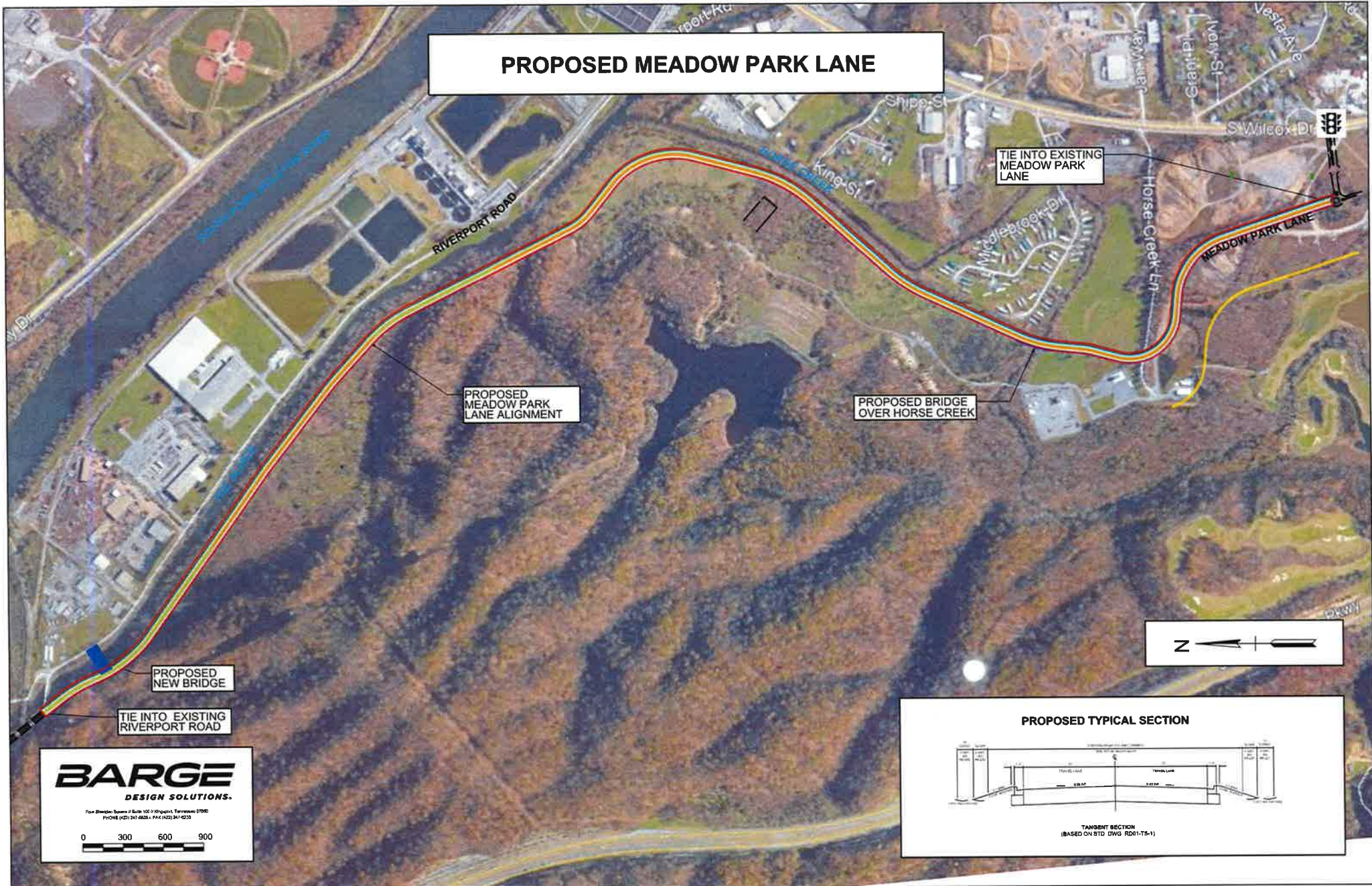
MEADOW PARK LANE

2, 12' LANES WITH CURB & GUTTER

GENERAL LOCATION MAP



PROPOSED MEADOW PARK LANE



PROPOSED
NEW BRIDGE

TIE INTO EXISTING
RIVERPORT ROAD

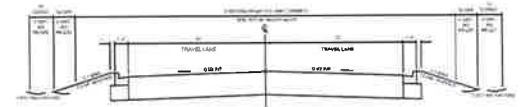
PROPOSED
MEADOW PARK
LANE ALIGNMENT

PROPOSED BRIDGE
OVER HORSE CREEK

TIE INTO EXISTING
MEADOW PARK
LANE



PROPOSED TYPICAL SECTION



TANGENT SECTION
(BASED ON STD DWG RD01-TS-1)

BARGE
DESIGN SOLUTIONS.

Four Shingles Avenue # Suite 100 • Kingsport, Tennessee 37660
PHONE (423) 341-4824 • FAX (423) 341-4233



PROPOSED MEADOW PARK LANE

PROPOSED
NEW TRAFFIC
SIGNAL

TIE INTO EXISTING
MEADOW PARK
LANE

PROPOSED
MEADOW PARK
LANE ALIGNMENT

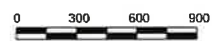
PROPOSED BRIDGE
OVER HORSE CREEK

PROPOSED
NEW BRIDGE

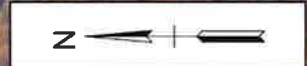
TIE INTO EXISTING
RIVERPORT ROAD

BARGE
DESIGN SOLUTIONS.

Four Seasons Square • Suite 101 • Kingwood • Texas 77339
PHONE (281) 347-5825 • FAX (281) 247-6223



DEVELOPABLE AREAS (AC)				TOTAL DEVELOPABLE AREA (AC)
1	2	3	4	
21.13	35.55	23.01	28.53	108.22
PROPOSED RIGHT-OF-WAY (AC)				21.36





AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Issue a Purchase Order to FL Smidth for Repair of Wastewater Plant Centrifuge

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

Action Form No.: AF-17-2022
 Work Session: January 18, 2022
 First Reading: N/A

Final Adoption: January 18, 2022
 Staff Work By: Niki Ensor
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

The wastewater treatment plant relies on three centrifuges to dewater sludge for landfill disposal. The #3 centrifuge experienced bearing failure that caused the centrifuge to stop abruptly. The centrifuge sustained additional internal damage due to the sudden shut down.

These centrifuges are critical to the operation of the wastewater treatment plant and each unit is essential to ensure there are redundancies in the infrastructure so that operations can continue in the event any single unit must be taken offline. At times solids become impacted within the centrifuge bowl which causes down time for that unit. Should all three centrifuges become inoperable the wastewater treatment plant would be unable to process solids which in turn could cause an overflow of solids from the wastewater system. An overflow would result in a violation of the city's NPDES as well as affect the immediate health, safety and general welfare of the city.

Due to the size and nature of the work the centrifuge must be sent out for evaluation and repair, making it impractical to get multiple quotes. The wastewater treatment plant has utilized FL Smidth to performed centrifuge repairs for over 20 years. While FL Smidth has an office in Kingsport the repair shop is located in Fraziers Bottom, West Virginia. The FL Smidth evaluation indicated internal damage and recommended refurbishment of the hydraulic backdrive in addition to the bearing replacement. The complete repair cost is \$76,796.00.

Funding is available in wastewater treatment plant operating budget.

Attachments:

1. Resolution
2. Centrifuge Pictures
3. Centrifuge Evaluation

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 CITY MANAGER TO
EXECUTE A PURCHASE ORDER FOR FL SMIDTH FOR REPAIR
OF THE WASTEWATER PLANT CENTRIFUGE

WHEREAS, the wastewater treatment plant utilizes three centrifuges to dewater sludge for landfill disposal, and recently the #3 centrifuge experienced bearing failure that caused the centrifuge to stop abruptly and sustained additional internal damage due to the sudden shut down; and

WHEREAS, these centrifuges are critical to the operation of the wastewater treatment plant and each unit is essential to ensure there are redundancies in the infrastructure so that operations can continue in the event any single unit must be taken offline; and

WHEREAS, should all three centrifuges become inoperable for any reason the wastewater treatment plant would be unable to process solids which in turn could cause an overflow of solids from the wastewater system resulting in a violation of the city's NPDES as well as affect the immediate health, safety and general welfare of the city; and

WHEREAS, the FL Smidth evaluation indicated internal damage and recommended refurbishment of the hydraulic backdrive in addition to the bearing replacement, at complete repair cost of \$76,796.00.

WHEREAS, funding is available in wastewater treatment plant operating budget.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to FL Smidth, for the refurbishment of the hydraulic backdrive in addition to the bearing replacement of the centrifuge at the wastewater plant in the amount of \$76,796.00.

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

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

ADOPTED this the 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

WWTP Centrifuges



Centrifuge #3 Out of Service



FLSmith Inc.

16002 Winfield Road, Fraziers Bottom, WV 25082 · USA
Tel +1 304 937 4600 · Fax +1 304 937 4609
www.flsmith.com



City Of Kingsport TN
Reference: 4900 Bird Rotor Repair Unit # 3
FLSmith Quote # 23283
FLSmith Order Number 84871
Scope of Work

Disassembly and Inspection

- Dismantle, clean, and inspect
- Provide digital photographs of unit as received, and any damage that is found.

Conveyor Assembly

- Blast and clean the conveyor
- Test feed zone for leaks
- Repaired the thrust bearing surface on the feed trunnion as needed.
- Install (570 ea.) New Tungsten Carbide conveyor tile. Some tiles are separating from the holder, Some are worn down enough to need replacing



- Remove and replace thrust bearing with new
- Install new front and rear conveyor bearings
- Clean-up spline on drive trunnion
- Dynamically balance

Bowl, Front and Rear Hub

- Clean as needed
- Remove both front and rear hubs
- Remove and replace both main bearings with new
- Blast the interior of the Bowl and Beach
- Installed new Cake strips in the Bowl and Beach (Sharp Edge is worn off)

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www.flsmith.com



- Replace grease fitting
- Install both front and rear hubs
- Clean-up bearing flinger
- Dynamically balance bowl assembly.

Miscellaneous

- Replace all bolts in rotating assembly which were removed
- Check face & fits of all mating parts, as needed
- Check run-outs of all components, as needed
- Paint as needed
- Assemble unit,
- Package per FLSmith standards for shipping

Rotor Repair:**\$51,627.00****Viscotherm Rotodiff 1080 D/B Serial Number 20408**

- Total disassembly, clean, de-rust,
- Install new Sealing Ring 150 / 119 x 32
- Install new cam 1080 D
- Install new Shaft end Piece 1080
- Install new Transfer seal CPL.1070/1080
- Install new Follower to Distributor
- Install new Ball Bearing 140
- Install new Ball Bearing 110
- Install new angular Ball Bearing 35/62X14
- Install new compression Spring
- Install new Roller Piston
- Install new Sealing Ring
- Install new Piston Cup
- Install new seal kit
- Install new Bolts
- Test run
- Paint

Rotodiff Repair:**\$25,169.00**

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Tel +1 304 937 4600 • Fax +1 304 937 4609
www.flsmith.com



Total for rebuild: \$76,796.00

Thank you for the opportunity to quote the rebuild outlined above.
Chris Gouge
Service Manager

Terms: TBD

Delivery: 6-8 weeks A.R.O.

FOB: Freight is prepaid and add

Notes and Additional Terms:

1. All duties, taxes, fees (brokerage and others) are not included
FLSmith Standard Terms and Conditions Attached
2. On refurbished Dewatering Centrifuges, the same warranty period found in the attached FLS Standard Terms and Conditions for Equipment Supply will apply with the exception that such warranty therein will apply only to the new parts installed in the Refurbished Unit.
3. "FLSmith submits this proposal during the COVID-19 pandemic declared by the World Health Organization ("Pandemic"). Consequently, FLSmith cannot anticipate or plan for any potential adverse supply chain or logistics impact the Pandemic may have on the cost or schedule proposed by FLSmith or any impact related to government action in countries where the equipment will be designed, manufactured, procured, shipped, delivered or where other work will be performed. Accordingly, any price or schedule included with any FLSmith proposal during this time are provided as best reasonable estimates that are subject to change. FLSmith shall endeavor to abide by its quoted price or schedule and will work together with all interested parties to minimize any impact to the extent reasonably achievable but in no event shall FLSmith be liable for any increased costs (supply, logistics or otherwise) or delayed deliveries resulting in acceleration or substitution costs which costs shall be borne by the buyer. So long as FLSmith is making a bona fide effort to complete the work and a delivery is late, FLSmith shall not be considered in default, subject to damages, nor shall the order be subject to cancellation without payment of appropriate cancellation costs."
4. Due to the current price volatility and uncertain availability of some raw materials along with uncertain worldwide freight costs, schedules and availability caused by various world events, including the COVID-19 pandemic, FLS reserves the right to equitably adjust its price and, as the case may be, its schedule at any time based upon the raw material and shipping uncertainties listed above. Prior to issuing a purchase order, the price must be confirmed with FLS.

1. DEFINITIONS:

- (a) "FLS" shall mean FLSmidth entity that is providing the proposal.
- (b) "Buyer" shall mean the purchaser, its representatives and/or its agents acting on its behalf.
- (c) "Equipment" shall mean any equipment, Software and/or Firmware, machinery, parts, materials or services provided for in this proposal and any contract resulting therefrom.
- (d) "Software and/or Firmware" shall mean the programming for the computer component of the Equipment.
- (e) "Proprietary Data" shall mean engineering, drawings, specifications and/or instructions created by FLS.

2. PREVAILING DOCUMENTATION:

- (a) FLS' proposal, including these terms and conditions, and any timely acceptance resulting from, arising out of, or connected with this proposal, shall constitute the contract (the "Contract"), regardless of any rejection or statement to the contrary in any document, which rejection, statement, and all additional or different terms or conditions, are rejected unless expressly accepted in writing by an authorized representative of FLS. No course of dealing, usage of trade or course of performance may be used to imply or add terms or conditions to or amend the terms or conditions of the Contract.
- (b) FLS' proposal, these terms and conditions, any confidentiality agreement executed by the parties prior to or concurrent with the formation of the Contract, and any conditions agreed to in writing by the parties embody the entire understanding between FLS and Buyer. The Contract may only be amended by a written Change Order signed by authorized representatives of both parties.
- (c) Unless otherwise stated elsewhere in this proposal, or withdrawn or modified by FLS at an earlier date, the proposal is valid for thirty (30) days. FLS reserves the right to withdraw, or change the terms of this proposal at any time before formation of the Contract.
- (d) FLS' obligation under the Contract shall not commence until the date when (i) any down payment required in the proposal has been received by FLS; and (ii) any Letter of Credit or other security instrument for payment as required in the proposal has been received by FLS (the "Commencement Date"). If the Commencement Date does not occur within thirty-one (31) days of the date on which the Contract is executed, FLS may, at its option, either renegotiate the Contract price and terms or terminate the Contract.

3. ENGINEERING AND DRAWINGS:

- (a) Buyer shall furnish FLS, in English, with all information, instructions and drawings on which FLS' timely and complete performance of the Contract is dependent. Buyer represents that all information, instructions and drawings that it has provided prior to the Contract date or provides thereafter to FLS are complete, up to date, accurate and conform to applicable codes, ordinances, laws, regulations and other requirements.
- (b) FLS will submit drawings (and/or other documentation) for Buyer's approval if expressly required by the Contract. Submittal may be made by means of uploading such electronic forms to FLS' web-based document transmittal system (MyFLS), in which case FLS will provide electronic notice of availability to the Buyer. If a document is submitted for review, it shall be marked by the Buyer with "Comments" and returned to FLS through MyFLS (if used).
- (c) Approval of FLS' submittal drawings means Buyer warrants that the Equipment can be installed with and are suitable for use with Buyer's existing equipment or equipment to be supplied by others. Unless Buyer advises FLS otherwise, in writing within fourteen (14) days after submission of the drawings, FLS' drawings are deemed approved and FLS is authorized to proceed with work under the Contract. Any delay by Buyer in approving the drawings may result in a delay in shipment and change the Contract price.
- (d) Unless otherwise specified in the proposal, FLS will furnish an electronic copy of drawings and pertinent instructions required for installation and operation of the Equipment supplied in ".pdf" format only.
- (e) Agreed changes in Equipment or engineering resulting from Buyer's review of FLS' drawings may result in corresponding changes in the Contract price and delivery schedule.
- (f) All Proprietary Data used by FLS in performing the Contract shall remain the sole property of FLS, regardless of its disclosure to Buyer or persons acting on Buyer's behalf. Use of Proprietary Data by Buyer is limited to the purposes of the Contract. The Proprietary Data is confidential and Buyer shall not disclose any part of the data to others without the prior written consent of FLS.

4. CONFIDENTIAL INFORMATION:

- (a) All drawings, specifications, instructions, manuals, products, intellectual property and other such information provided and/or furnished by FLS, whether in written, oral or electronic format, as well as any discovery, invention, development or improvement made or conceived by either party directly or indirectly as a result of FLS performing its work hereunder (collectively, "Confidential Information") shall be regarded as and shall remain the exclusive property of FLS and shall not be disclosed by Buyer to any third party without the express written permission of FLS. FLS grants to Buyer a non-exclusive license to utilize the Proprietary Data for purposes of design, installation and construction of the Equipment and for later maintenance, improvement or repair of any of the Equipment. Buyer agrees to execute a Confidentiality Agreement in a form acceptable to FLS upon request.
- (b) FLS and Buyer agree that, if Buyer breaches its obligations under (a): (i) the confidentiality of FLS' Confidential Information, its proprietary rights and interests in its Confidential Information, and its business will be substantially threatened and impaired; (ii) monetary relief will not provide an adequate remedy for such breach; (iii) and notwithstanding Article 23, FLS shall be entitled to immediate injunctive relief against Buyer and to such other equitable and other relief as the circumstances may require.

5. TITLE AND RISK OF LOSS:

FLS shall retain title to the Equipment until the full purchase price has been paid to FLS. Risk of loss shall pass to Buyer at the delivery point stated in the proposal.

6. CHANGE ORDERS:

- (a) Either party may make changes to the Equipment by giving written notification ("Change Order") of the change, provided that the change (i) is within the scope of FLS' supply; (ii) does not prevent or materially impair FLS' ability to comply with any requirements or obligations of the Contract; and (iii) does not adversely affect the integrity of the design (including, but not limited to, process, structural integrity, or safety), function or performance of the Equipment as demonstrated by FLS. If changes in current codes, rules, laws or regulations increase FLS' cost or time of performance, FLS shall be entitled to an equitable adjustment of the contract price and delivery schedule. A Change Order shall not be required if (i) any modifications are consistent with the overall purpose, function and performance of the Equipment; and (ii) there is no adjustment to the contract price, delivery time or performance requirements of the Equipment.
- (b) Within a reasonable time after notice of a requested change, FLS shall submit a Change Order including its proposed adjustments to the Contract price, delivery time, and other parts of the Contract affected by the change. Pending issuance of a Change Order, FLS shall continue with the work to the extent not affected by the change. FLS shall not incorporate the change until FLS receives a mutually agreed and signed Change Order from Buyer.

7. SAFETY DEVICES:

FLS shall not be required to furnish or be responsible for any safety devices or regulations except those stated in the proposal. Buyer shall install and operate the equipment in accordance with all applicable safety laws, codes, and regulations.

8. INDICATIVE WEIGHTS, PACKING AND FREIGHT:

- (a) Any weights of Equipment specified or indicated in FLS' proposal are estimated, indicative and subject to fluctuations. Deviations from the estimated, indicative weights shall not cause any adjustment to the Contract Price, nor shall they give rise to claims against FLS.
- (b) Unless explicitly stated otherwise in the proposal, Equipment will be packed in accordance with FLS' standard commercial practice.
- (c) Freight, when allowed in FLS quotations, is estimated at the most economical rate for the method of shipment specified to the given destination, and will be invoiced to and paid by the Buyer, in addition to the Contract price.

9. PERMITS, LAWS AND REGULATIONS:

The Buyer will secure all construction, operating, environmental and other similar permits, registrations and licenses, and will pay for all governmental and public utility charges and fees including assessments and tap-in charges and inspection fees, construction permits and licenses necessary for the installation, erection or operation of Equipment and shall ensure that the Equipment is installed and operated in compliance with all applicable laws, ordinances, regulations and codes (including but not limited to federal, state and local safety laws and regulations).

10. INSPECTION:

Buyer may perform inspections of Equipment at FLS' plants or sub-vendors at mutually agreed-upon times or points. Buyer's failure to perform such inspections in a timely manner may delay the progress of the work and increase FLS' costs for which an equitable adjustment in the contract price and delivery schedule shall be made in accordance with Article 6.

11. DELIVERY/DELAY/EXTENSION OF TIME:

- (a) Any statements relating to the date of shipment of the Equipment represent FLS' best estimate, but is not guaranteed, and FLS shall not be liable for any damages due to delay, howsoever caused. If such delivery is prevented or postponed at request of Buyer, or due to delay in receipt of shipping instructions, or by reason set forth in (b), FLS shall be entitled to cause the Equipment to be stored at Buyer's expense. In the event of delay as mentioned above, payment of the purchase price shall be due on notice from FLS that the Equipment is ready for shipment and issuance of a corresponding invoice.
- (b) If FLS is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, such obligations shall be suspended. "Force Majeure" shall include, but is not limited to events or causes that are not reasonably within the control of FLS, including but not limited to: fires and explosions; Acts of God (including, but not limited to, floods, tornadoes, hurricanes and earthquakes); riots, insurrections, or civil unrest; acts or threatened acts of terrorists and the results thereof; war, blockades or other acts or threatened acts of war or military action; trade embargoes or restrictions; changes in applicable law; governmental or judicial acts, decrees, injunctions, restrictions or other orders; strikes; faulty or defective castings, or unavailability of parts. FLS shall notify Buyer not later than fourteen (14) days after learning of the Force Majeure event. The occurrence of a Force Majeure event shall not excuse a party from any payment obligation it may have under the Contract.

12. SHORT SHIPMENTS:

Claims for short shipments are excluded unless made in writing to FLS within a reasonable time by Buyer after delivery of the Equipment and include reference to FLS' bill of lading and factory order numbers.

13. RETURNED EQUIPMENT:

Equipment may not be returned except by prior written approval by an authorized representative of FLS.

14. SERVICES:

The Equipment shall be installed, erected and commissioned by the Buyer at Buyer's expense. If installation, erection or commissioning advisory services are specified to be provided by FLS in the proposal, such services shall be governed by FLS' Standard Terms and Conditions of Technical Advisory Service.

15. TAXES:

Buyer shall reimburse FLS, in addition to the price, for all federal, state, provincial, municipal and/or local customs, duties, sales, use, VAT and other similar taxes, excises and charges which FLS may pay or be required to pay in connection with FLS' production, sale, transportation, and/or use by Buyer, of any of the Equipment. Buyer agrees to pay all taxes which may be levied, assessed or charged against or upon any of the Equipment on or after delivery.

16. TERMS OF PAYMENT:

- (a) Invoices are payable in accordance with the terms of payment described in the proposal. If discrepancies exist, full payment of the invoices will be made within the prescribed time and adjustments for proven discrepancies will be made as soon as practicable. This Contract is completely independent of all other contracts between the parties. Invoices issued under this Contract shall not be subject to set off against any money due or claimed to be due from FLS on account of any other transaction or claim.
- (b) If shipment is delayed through no fault of FLS, date of readiness for shipment shall be deemed to be date of delivery.
- (c) Terms of payment are subject to FLS' approval at time order is accepted and again prior to delivery. If, in FLS' judgment, Buyer's credit position changes after the Contract date, FLS reserves the right to refuse to deliver except for cash without being liable for nonperformance of Contract either in whole or in part.
- (d) If any payment is not then current within the specified time, interest will be charged at the prime rate of Citibank, N.A., New York, N.Y., or at the maximum legal rate permitted, whichever is lower, with interest computed and due monthly.

17. LIMITED WARRANTY:

- (a) FLS warrants Equipment to be free from defects in material and workmanship the lesser of: (i) one (1) year from date of startup of the Equipment or (ii) eighteen (18) months from date of shipment, or (iii) thirty (30) months from the Contract Date.
- (b) FLS' warranties are subject to the Equipment being properly stored, erected, installed, maintained and operated in accordance with FLS' instructions and good industry practice and exclude ordinary wear and tear, improper loading of Software and/or Firmware, corrosion, erosion, chemical or abrasive action, power failures, power surges, other fluctuations in power, excessive heat, improper lubrication, extended storage before start-up, unauthorized repair, replacement, modification or alteration of the Equipment; or application outside the design limitations of said Equipment.
- (c) Buyer shall provide FLS with written notice of a defect in materials or workmanship, including a full description thereof, within fourteen (14) days after the defect is or should have been detected and in any event before expiration of the warranty period.

- (d) FLS agrees to repair or, at its option, replace at its expense FCA shipping point (Incoterms 2010) any Equipment or parts and components thereof, excluding the costs of dismantling and reinstallation of the Equipment and/or parts and components, that prove during the warranty period to contain defects in materials or workmanship.
- (e) The remedies stated in this Article are Buyer's exclusive remedies for breach of FLS' warranty. In no event shall the exclusive remedies in this Article be considered or alleged to have failed their essential purpose.
- (f) **EXCEPT FOR THE EXPRESS WARRANTY STATED IN THIS ARTICLE, FLS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, AT LAW OR IN EQUITY. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF PURPOSE, OR OTHERWISE.**

18. PATENT INDEMNIFICATION:

- (a) Except as otherwise provided in (b), FLS shall defend, indemnify and hold harmless Buyer against claims for infringement of valid United States patents with respect to the Equipment. The Buyer shall notify FLS of such claim within ten (10) days from the time it knew or should have known of such claim. If FLS' design is found to be infringing or the Buyer is enjoined from the use of such design, FLS will at its own expense and option, either: (i) provide Buyer with a non-infringing design; or (ii) obtain a license or other authorization permitting Buyer to use the Equipment.
- (b) FLS' liability and obligations under this Article shall not apply if the basis of the alleged infringement is claimed or proved to have arisen in whole or in part from (i) a product, equipment, material, software or software documentation provided by or through or specified by Buyer to FLS for its use in supplying the Equipment; (ii) a modification of the Equipment by Buyer or third persons after delivery by FLS; or (iii) a combination of the Equipment by Buyer or third persons with equipment supplied by others.

19. INDEMNIFICATION:

Each Party shall indemnify the other from any and all third-person claims for damages, losses, costs and expenses directly resulting from personal injury to or death of any person, and damage to tangible third-person property, to the extent such injury, death or damage is directly caused by the negligence, gross negligence or willful misconduct of the indemnifying party.

20. INSURANCE:

FLS shall provide the following insurance coverage and maintain it in place until the expiration of the warranty period: (i) Workers' Compensation Insurance, including Employer's Liability coverage, in the amount as required by law, for FLS' employees; (ii) Commercial General Liability and Property Damage Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate; and (iii) Automobile Liability Insurance with a combined bodily injury and property damage limit of \$1,000,000 per occurrence.

21. TERMINATION AND SUSPENSION:

- (a) Buyer shall have the right to terminate this Contract if: (i) FLS becomes bankrupt or makes an assignment for the benefit of its creditors; (ii) an arbitration decision pursuant to the provisions of Article 23 has established that FLS has materially breached a material provision of the Contract and has failed to undertake remedial action to correct such failure pursuant to the Contract following notice in writing by Buyer; or (iii) FLS suspends or abandons performance of all work for a period of thirty (30) days and it is established by an arbitration decision pursuant to Article 23 that FLS was not entitled to suspend or abandon the work for such a period. In any such event, Buyer may terminate the Contract upon receipt of written notice of the arbitration award or by giving FLS thirty (30) days' written notice of such termination. Upon such termination both parties shall be released from any further obligations under this Contract.
- (b) FLS may suspend its performance of this Contract in whole or in part on account of Buyer's failure to make a payment when due or post security when due, or on Buyer's other material breach of Contract, following seven (7) days' notice by FLS. If the Buyer fails to make such payment or submit such security for payment or cure such material breach within a period of thirty (30) days of such notice, FLS shall have the right at its sole discretion to terminate the Contract for Buyer's default. In the event of such termination, FLS shall be entitled to an amount equal to the percentage stage of completion of the Equipment at the time of such termination times the Contract Price plus an amount equal to ten percent (10%) of the Contract Price in lieu of profit.
- (c) If manufacture is delayed or suspended by Buyer, payment shall be made to FLS at the time of such delay or suspension based on contract price and percentage of completion at time of such delay or suspension, with the remaining balance payable in accordance with the Contract terms stated. Further, FLS shall be entitled to equitable adjustment in Contract price and time under Article 6, Change Orders, including demobilization, remobilization, storage, insurance, and increased costs of later performance, plus a reasonable profit on all such costs.

22. LIMITATION OF LIABILITY:

- (a) It is expressly agreed that this Contract sets forth the sole and exclusive remedies available to the Buyer and that FLS' liabilities are limited as set forth herein. For the purposes of this article, "FLS" and "Buyer" shall include such party's parent companies, affiliates, subsidiaries, and related companies, its other contractors, sub-vendors and subcontractors, and their respective directors, officers, agents, employees, and assigns. Neither party has granted or assumed any other warranties, guarantees, duties, liabilities, or obligations, either express, implied, statutory, at law or in equity. It is further expressly agreed that no breach of warranty or of contract or failure by a party to fulfill any other conditions of this contract shall constitute a failure of the essential purpose of the exclusive limited remedies.
- (b) Neither FLS nor Buyer shall under any circumstances be liable to the other party for loss of profits, anticipated revenue, interest, loss of use, loss by reason of plant shutdown, non-operation, cost of substitute power, equipment, facilities or services, additional usage of fuel or utilities, cost of removal of defective Equipment and installation of conforming or non-defective Equipment, delays in installation of the work or completion of the project or plant and/or alleged "impact" of any such delay (including, for example, interferences, congestion, disruption, lack or restriction of access, compression, coordination problems, loss of productivity or efficiency, acceleration, escalation, out of sequence work, etc.), or other such claims arising from any cause whatsoever, or for any special, incidental, indirect, exemplary, punitive, or consequential damages, whether or not such loss or damage is based in contract, warranty, tort (including negligence or strict liability), indemnity or otherwise, and each party hereby releases the other party and the respective agents and employees of each from all such liability.
- (c) FLS' maximum aggregate liability for loss or damage arising under, resulting from or in connection with the supply or use of the Equipment provided under this Contract, or from the performance or breach of any obligation(s) imposed hereunder, whether such liability arises from any one or more claims or actions for breach of contract, tort (including negligence or strict liability), delayed completion, warranty, indemnity or otherwise, unless otherwise more restrictively limited by the terms hereof, shall be limited to ten percent (10%) of the Contract price, and all liability shall terminate upon the expiration of the warranty period set forth in Article 17 above. Buyer hereby releases FLS, its agents and employees from any further liability therefor.

23. GOVERNING LAW AND DISPUTE RESOLUTION:

- (a) The Contract shall be governed by and construed in accordance with the laws of the state in which FLS is located (Arizona for FLSmidth Krebs Inc.; Idaho for FLSmidth Boise, Inc.; Illinois for Excel Foundry and Machine, Inc.; Nebraska for FLSmidth Sioux City, Inc.; Pennsylvania for FLSmidth Inc., FLSmidth Pfister, Inc. and Fuller International Inc.; Utah for FLSmidth Salt Lake City, Inc.; Washington for FLSmidth Spokane, Inc.; Chile for FLSmidth S.A.; Peru for FLSmidth S.A.C.; and the ruling law of Mexico City, Federal District, Mexico, for FLSmidth SA de CV), notwithstanding the result that otherwise may arise from application of the conflict of law rules of any competent jurisdiction. The parties expressly waive application and jurisdiction of the UN Convention on the International Sale of Goods.
- (b) All disputes and claims concerning, arising from or relating in any way to the Contract (collectively, "Disputes") that cannot be settled by good faith discussion, shall be resolved through binding arbitration by the American Arbitration Association ("AAA") pursuant to the AAA's Construction Industry Arbitration Rules in effect at the time. The arbitration shall be held in New York, New York. The arbitrators shall have no right to add to, subtract from or modify any of the provisions of this Contract, and shall not exceed any limitations of liability and remedy provided in the Contract. The arbitration award shall not be appealable or subject to recourse to or review by any court or other arbitration. The arbitrator shall award the substantially prevailing party full reimbursement of all fees and costs assessed by or through the AAA (including arbitrator fees and any filing fee paid by that Party) plus that Party's attorneys' fees and arbitration-related costs.

24. NOTICE:

Service of all notices under the Contract shall be sufficient if given personally by mail, courier, fax, electronically scanned e-mail attachment or other similar means at the address set forth in the proposal, or to such address as such party may provide in writing from time to time. All notices shall be effective upon receipt.

25. ASSIGNMENT:

Neither party shall assign this Contract or any benefits arising therefrom without prior written consent of the other party, except that FLS reserves the right without the consent of Buyer, to assign the Contract, or to subcontract any portion of the work under the Contract to an affiliated company of FLS. In the event FLS consents to any assignment, the rights of any assignee shall be subject to all set-offs, counterclaims and other rights of FLS arising hereunder and Buyer remains fully responsible for the performance by its assignee of all conditions hereof.

26. WAIVER OF BREACH:

Neither payment nor receipt of payment by a party; failure by a party to insist on strict performance of the Contract; acceptance of the work by a party; or waiver by a party of any breach of the Contract shall constitute a waiver by that party of any other breach of the Contract or its right to demand and enforce the other party's compliance with its obligations hereunder.

27. INDEPENDENT CONTRACTOR:

It is expressly understood that FLS is an independent contractor, and that neither FLS nor its principals, partners, employees or subcontractors are servants, agents, partners, joint ventures or employees of Buyer in any way whatsoever.

28. SEVERABILITY:

In the event that any of the provisions, or portions, or applications thereof, of the Contract are held to be unenforceable or invalid by any court or tribunal of competent jurisdiction, the parties shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose and intent of the Contract and the validity and enforceability of the remaining provisions, or portions, or applications thereof, shall not be effected thereby.

29. SURVIVAL OF TERMS:

Articles 4 (Confidential Information), 15 (Taxes), 18 (Patent Indemnification), 19 (Indemnification), 22 (Limitation of Liability), 23 (Governing Law and Dispute Resolution) and 26 (Waiver of Breach) shall survive completion or termination of the Contract.

30. LICENSE AGREEMENTS:

To the extent the Equipment includes Software and/or Firmware, Buyer agrees that, prior to delivery, it will execute FLS' license agreements and any third-party license agreements that may be required. Execution of such agreements is a condition precedent to FLS' obligations under the Contract and FLS shall have no liability to Buyer in the event Buyer fails or refuses to execute any such agreements.



Phone: +1 304 937 4600
Fax: +1 304 937 4609

FLSmidth Inc.
16002 Winfield Road
Frazier's Bottom
WV 25082 USA

Tax ID: 23-0606560

Quote Number: 23283

Rev.

Quotation

Page: 1 of 2

Quote To:

CITY OF KINGSPORT TN
225 WEST CENTER STREET
KINGSPORT TN 37660
United States of America

Phone: (423) 367-8888

Fax:

Email:

Ship To:

City of Kingsport, TN
620 West Industrial Dr.
Kingsport, TN 37660-4237
United States of America

Sales Person: Chris Gouge

Sales Phone: +1 423 283 6035

Sales Email: Chris.Gouge@flsmidth.com

Sales Fax: +1 423 283 6016

Quoted By: Chris Gouge

Date: 12/08/2021

Expires: 12/22/2021

All prices quoted are exclusive of taxes and charges.

United States Dollars

Line	Part Number	Description	Rev	Drawing
1	4900R	Rotor and Rotodiff Repair		

Lead Time 6-8 Weeks A.R.O.

Quantity	Unit Price	Discount	Net Price
1.00	76,796.00	0.00	76,796.00 USD

TERMS AND CONDITIONS FOR SALE OF PARTS AND COMPONENTS



1. DEFINITIONS

- (a) "FLS" means the FLSmidth entity that is providing the offer.
 (b) "Buyer" means the purchaser, its representatives and/or its agents.
 (c) "Equipment" means any equipment, machinery, parts, components, materials or services provided for in this offer and any contract resulting therefrom.

2. CONTROLLING TERMS AND CONDITIONS:

- (a) This offer, including these terms and conditions, and any contract resulting from, arising out of, or connected with this offer, shall constitute the complete agreement between FLS and Buyer (the "Contract"), regardless of any rejection or statement to the contrary in any document, which rejection, statement, and all additional or different terms or conditions, are rejected unless expressly accepted in writing by an authorized FLS representative. No course of dealing, usage of trade or course of performance may be used to imply or add terms or conditions to the contract or amend the terms or conditions of the contract. Any conduct which recognizes the existence of a contract shall constitute acceptance by both parties of the terms and conditions stated herein. The Contract may only be amended by a written Change Order signed by both parties.
 (b) Unless otherwise stated in this offer, or withdrawn or modified by FLS at an earlier date, the offer is valid for thirty days from its date of issue. FLS reserves the right to withdraw or change the terms of this offer at any time before a contract is made.
 (c) Notwithstanding anything to the contrary, FLS' obligation under the Contract shall not commence until the date when (1) any down payment required in the offer has been received by FLS; and (2) any Letter of Credit or other security as required in the offer has been received by FLS. If the above conditions are not satisfied within thirty-one days of the date in which the Contract is signed or a purchase order for the Equipment is issued, FLS may, at its option, either renegotiate the Contract price and terms of Contract or terminate the Contract and have no further obligations to the Buyer.
 (d) Article headings are provided for convenience and are not to be used in construing this Contract.

3. TAXES

All prices quoted herein are exclusive of all sales, use, value added, excise, import, privilege, personal property or other taxes or duties occasioned by the manufacture, shipment, sale, lease, possession, ownership or use of the Equipment. Buyer shall pay such taxes to FLS or to public authorities, as required.

4. TITLE AND RISK OF LOSS

Unless expressly provided otherwise in this offer, title to Equipment furnished hereunder shall pass only on receipt of payment in full by FLS. Risk of loss to Equipment shall pass at EX Works point of shipment (per Incoterms 2010), even in cases wherein freight may be prepaid or allowed to destination by FLS.

5. FREIGHT

Freight when allowed in FLS offers, is estimated at the most economical rate for the method of shipment specified to the given destination and the actual cost will be invoiced to and paid by the Buyer, in addition to the Contract price. Any claims for loss, damage or shortage in transportation must be filed immediately by Buyer against the carrier, as all Equipment is shipped at Buyer's risk.

6. SERVICES

The Equipment shall be installed and commissioned by the Buyer at Buyer's expense. If installation or commissioning advisory services are provided, such services shall be governed by FLS' Standard Terms and Conditions of Technical Advisory Service.

7. SAFETY DEVICES

FLS shall not be required to furnish or be responsible for safety devices or regulations except those which are expressly provided for herein. Buyer shall install and operate the Equipment in accordance with all applicable laws, codes, and regulation.

8. RETURNED EQUIPMENT/ EXCESS QUANTITIES

Equipment may not be returned except by prior written authorization by an authorized FLS representative, and when so returned, will be subject to a handling and restocking charge, plus transportation cost.

9. DELIVERY/EXTENSION OF TIME

- (a) FLS will make every reasonable effort to meet scheduled delivery dates; however, Buyer hereby acknowledges and agrees that FLS is not liable for damages due to any failure to meet such scheduled delivery dates and no such failure to meet scheduled dates shall be sufficient cause for cancellation.
 (b) Scheduled completion or delivery dates shall be extended for delays due to any cause beyond FLS' reasonable control, including, without limitation, governmental actions or orders, embargoes, terrorism and the impacts thereof, defective materials including defective castings, default or delay of subcontractors or suppliers, delays in transportation, labor disputes, fires, floods, inability to obtain fuel, labor or materials, riots, acts of God, and all other such causes which delay performance by FLS or any of its suppliers or subcontractors.

10. LIMITED WARRANTY

- (a) FLS warrants that Equipment is free from defects in material and workmanship for one (1) year from date of shipment, if properly erected, installed, maintained and operated in accordance with FLS' instructions and good industry practice, excluding ordinary wear, corrosion, erosion, chemical or abrasive action, excessive heat, improper lubrication, improper or extended storage prior to start-up, or application outside the design limitations of said Equipment.
 (b) FLS agrees to repair or, at FLS' option, replace, EX Works original point of shipment any Equipment which proves during the warranty period to contain defective material or workmanship, if written notice is given to FLS within two (2) calendar weeks of discovery.

(c) The warranties and limitations of remedy and liability set forth in this Contract shall be exclusive, in lieu of, and exclude all other warranties (except of title), whether express, implied, statutory, at law or in equity. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF PURPOSE, PERFORMANCE OR OTHERWISE.

11. TERMS OF PAYMENT

- (a) Invoices shall be payable in accordance with the terms of payment described in FLS' offer, under such financial guarantee of payment as FLS may require. If shipment is delayed through no fault of FLS, date of readiness for shipment shall be deemed to be date of shipment for payment purposes. If manufacture is delayed by Buyer, payment shall be made based on Contract price and percentage of completion at time of such delay, with the balance payable in accordance with the Contract terms stated.
 (b) Terms of payment are subject to FLS' approval at the time order is accepted and again prior to delivery. If in FLS' judgment Buyer's credit position changes after the date hereof, FLS reserves the right to refuse to deliver except for cash without being liable for breach of contract either in whole or in part.
 (c) Invoices are payable in accordance with the terms of payment described above. If discrepancies exist, full payment of the invoices will be made within the prescribed time and adjustments for proven discrepancies made as soon as practicable. Invoices under this Contract shall be completely independent of all other contracts between the parties and all payments due to FLS hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed due from FLS to Buyer on account of any other transaction or claim.
 (d) If any payment is not then current within the specified time, interest will be charged at the prime rate of Citibank, New York, N.Y., or at the maximum legal rate permitted, whichever is lower, with interest computed and due monthly.
 (e) If Buyer fails to fulfill the terms of payment or other terms and conditions hereof, FLS may, at its option, cease performance, defer further shipments to Buyer or cancel the unshipped balance of this Contract and all other Buyer's contracts then unfulfilled. FLS reserves the right in the event of Buyer's default to reclaim at Buyer's cost any items described herein. All rights of FLS shall be cumulative and in addition to any other rights conferred by law.

12. INDEMNIFICATION:

Each Party shall indemnify the other from any and all third-person claims for damages, losses, costs and expenses directly resulting from personal injury to or death of any person, and damage to tangible third-person property, to the extent such injury, death or damage is directly caused by the negligence, gross negligence or willful misconduct of the indemnifying party.

13. LIABILITY

- (a) This Contract sets forth the sole and exclusive remedies available to the Buyer. FLS' liabilities are limited as set forth herein. FLS has not granted or assumed any other warranties, guarantees, duties, liabilities, or obligations, either express, implied, statutory, at law or in equity. No breach of warranty or of contract or failure by FLS to fulfill any other conditions of this Contract shall constitute a failure of the essential purpose of the exclusive limited remedies.
 (b) FLS shall under no circumstances be liable for loss of profits, anticipated revenue, interest, loss of use, loss by reason of plant shutdown or non-operation, cost of substitute power, equipment, facilities or services, additional usage of fuel or utilities, cost of removal of defective equipment and installation of conforming or non-defective equipment, delays of installation of the work or completion of the project or plant, demurrage, fines or penalties imposed by governmental authorities or claims of Buyer or its customer for such damages, or for any special, incidental, indirect, exemplary, or consequential damages, whether or not such loss or damage is based in contract, warranty, tort (including negligence or strict liability), indemnity or otherwise.
 (c) FLS' maximum aggregate liability for loss or damage arising under, resulting from or in connection with the supply or use of the Equipment provided under this Contract, or from the performance or breach of any obligation(s) imposed hereunder, whether such liability arises from any one or more claims or actions for breach of contract, tort (including negligence or strict liability), delayed completion, warranty, indemnity or otherwise, shall be limited to ten percent (10%) of the Contract price, and all liability shall terminate on the expiration of the warranty period set forth in Article 10 above.

14. GOVERNING LAW AND FORUM

- (a) The Contract shall be governed by and construed in accordance with the laws of the state in which FLS is located (Arizona for FLSmidth Krebs Inc.; Idaho for FLSmidth Boise, Inc.; Illinois for Excel Foundry and Machine, Inc.; Nebraska for FLSmidth Sioux City, Inc.; Pennsylvania for FLSmidth Inc.; FLSmidth Pfister, Inc.; General-Fuller International Corp. and Fuller International Inc.; Utah for FLSmidth Salt Lake City, Inc.; and Washington for FLSmidth Spokane, Inc.), notwithstanding the result that otherwise may arise from application of the conflict of law rules of any competent jurisdiction. The parties expressly waive application and jurisdiction of the UN Convention on the International Sale of Goods.
 (b) All disputes and claims between the parties concerning, arising from or relating in any way to the Contract that cannot be settled by good faith discussion, shall be resolved through binding arbitration by the American Arbitration Association ("AAA") pursuant to the AAA's Construction Industry Arbitration Rules in effect at the time. The arbitration shall be held in New York, New York. The arbitrators shall have no right to add to, subtract from or modify any of the provisions of this Contract. The arbitration award shall not be appealable or subject to recourse to or review by any court or other arbitration panel.



WATER / WASTEWATER FACILITIES

City of Kingsport, Tennessee

Memo

To: Chris McCartt, City Manager

From: Niki Ensor, W/WW Facilities Manager

Date: January 7, 2022

Re: FL Smidth Sole Source - WWTP Centrifuge Repair

The wastewater treatment plant utilizes three centrifuges to dewater sludge for landfill disposal. The #3 centrifuge experienced bearing failure that caused the centrifuge to stop abruptly. The centrifuge sustained additional internal damage due to the sudden shut down.

These centrifuges are critical to the operation of the wastewater treatment plant and each unit is essential to ensure there are redundancies in the infrastructure so that operations can continue in the event any single unit must be taken offline. At times solids become impacted within the centrifuge bowl which causes down time for that unit. Should all three centrifuges become inoperable the wastewater treatment plant would be unable to process solids which in turn could cause an overflow of solids from the wastewater system. An overflow would result in a violation of the city's NPDES as well as affect the immediate health, safety and general welfare of the city.

Due to the size and nature of the work the centrifuge must be sent out for evaluation and repair, making it impractical to get multiple quotes. The wastewater treatment plant has utilized FL Smidth to performed centrifuge repairs for over 20 years. FL Smidth's office is located in Kingsport. The repair shop is located in Fraziers Bottom, W. Virginia. The FL Smidth evaluation indicated internal damage and recommended refurbishment of the hydraulic backdrive in addition to the bearing replacement. The complete repair cost is \$76,796.00.

City Code Section 2-599 permits the City Manager to enter into a sole source contract when it is determined to be in the best interest of the City of Kingsport. Allowing FL Smidth to make the necessary centrifuge repairs is necessary to ensure the proper operation of WWTP and in the best interest of the City.

Alternatively, Kingsport Code of Ordinances section 2-605 permits the city manager to make purchases without bid or advertisement in and for apparent or actual emergency situations affecting the immediate health, safety and general welfare of the City. As stated herein, redundancies in the city's wastewater treatment plant are essential to its operation. At any given time a centrifuge must be taken offline due to the impaction of solids within the centrifuge bowl. The immediate repair of the disabled centrifuge is essential to ensure the wastewater treatment plant's critical infrastructure can continue to operate and thereby prevent wastewater solids from escaping the system. Adverse impacts to the immediate health, safety and general welfare of the city can occur if wastewater solids escape the system.

FL Smidth Sole Source - WWTP Centrifuge Repair

If you are in agreement with this recommendation your signature of approval is needed. This memo will be included with AF 017-2022 to be considered for approval at the January 18, 2022 Board of Mayor and Alderman Meeting. Please feel free to contact me should you have any questions.

Approved

A handwritten signature in blue ink, appearing to read "Chris McEntee", written over a horizontal line.

Date

1-12-22



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Rental of a Caterpillar PM312 Cold Planer Roadway Milling Machine from Stowers Machinery and Authorizing the City Manager to Execute a Rental Agreement for the Same

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

Action Form No.: AF-18-2022
Work Session: January 18, 2022
First Reading: N/A

Final Adoption: January 18, 2022
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

Bids were opened on December 21, 2021 for rental of equipment that would be used to assist City crews as they pave select roadways during calendar year 2022. The equipment consist of a large milling machine that removes the existing asphalt wearing surface before placing the new surface.

Rental of this equipment is necessary as the city does not currently own a large milling machine. Additionally, based on the city's paving schedule coordinating with a contractor for the use of a milling machine would be inefficient and the topography of the area to be paved in Spring of 2022 isn't conducive to simply overlaying the existing roadways. The milling machine is essential in keeping the normal day-to-day operations going while City crews pave.

It is more cost effective and efficient for city personnel to perform certain paving tasks with leased equipment, therefore it is recommended to award the equipment rental to Stowers Machinery in the amount of \$111,600.00 for in-house City paving efforts.

Funding is available and identified in NC2200.

Attachments:

1. Resolution
2. Agreement
3. Bid Opening Minutes
4. Pictures

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 AWARDDING THE BID FOR THE RENTAL OF A
CATERPILLAR PM312 COLD PLANER ROADWAY MILLING
MACHINE TO STOWERS MACHINERY CORPORATION AND
AUTHORIZING THE CITY MANAGER TO EXECUTE A RENTAL
AGREEMENT FOR THE SAME

WHEREAS, bids were opened on December 21, 2021, for rental of equipment that would be used to assist city crews as they pave select roadways during calendar year 2022; and

WHEREAS, the equipment, a Caterpillar PM312 Cold Planer which is a large milling machine, removes the existing asphalt wearing surface before placing the new asphalt surface; and

WHEREAS, rental of this equipment is necessary as the city does not own a large milling machine, based on the city's paving scheduling coordinating with a contractor for the use of a milling machine would be inefficient, the topography of the area to be paved in Spring of 2022 is not conducive to simply overlaying the existing roadways, and the milling machine is essential in keeping the normal day-to-day operations going while City crews pave; and

WHEREAS, staff recommends awarding the bid of a Caterpillar PM312 Cold Planer to Stowers Machinery Corporation for an amount not to exceed \$111,600.00 for six (6) months; and

WHEREAS, funding is available and identified in NC2200.

Now therefore,

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

SECTION I. That the bid for the rental of 1 (one) Caterpillar PM312 Cold Planer from Stowers Machinery Corporation, at a total six month rental cost not to exceed \$111,600.00, and the city manager is authorized to execute a Rental Agreement for same.

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

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

ADOPTED this the 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES BID OPENING

December 21, 2021

4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

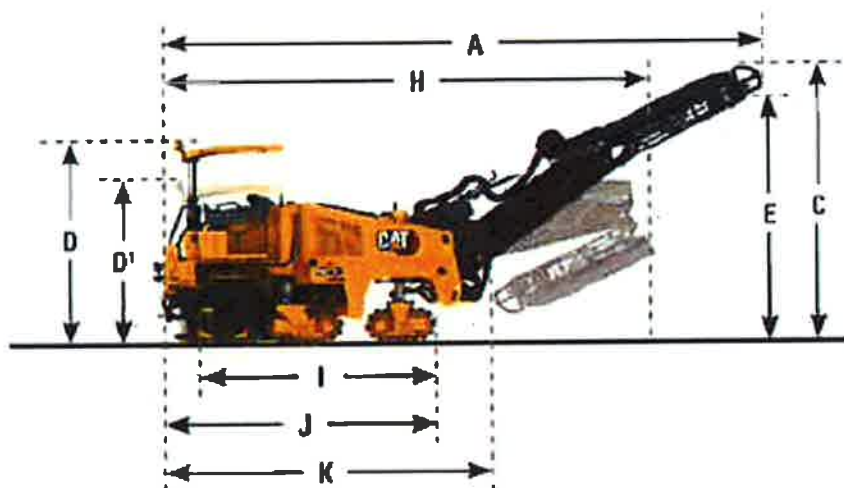
CITY OF KINGSPORT EQUIPMENT RENTAL FOR PAVING OPERATIONS		
Vendor:	Total Cost:	Comments:
Stowers Machinery	\$111,600.00	For Six Months

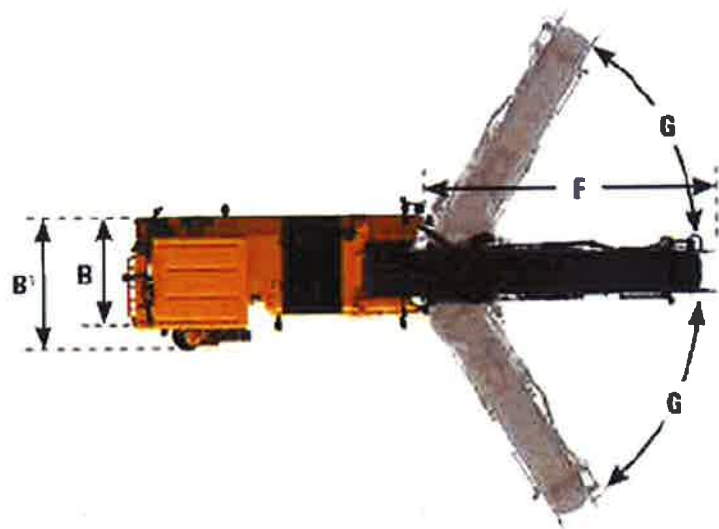
The submitted bids will be evaluated and a recommendation made at a later date.



Cat[®] PM312

Cold Planer







AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Purchase of 104 Boxlights from Central Technologies, Inc.

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

Action Form No.: AF-14-2022
 Work Session: January 18, 2022
 First Reading: N/A

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

Recommendation:

Approve the Resolution

Executive Summary:

The administration desires to utilize the Sevier County Cooperative Purchasing Agreement by purchasing 104 Boxlight ProColor 75-inch Interactive Flat Panel Displays from Central Technologies, Inc. By using the Sevier County Contract 010419SCS, the total is \$281,320.00, this includes displays, stands, and other services. Services include Mimio Studio software, 7 year on-site warranty, professional installation/set-up, and training for instructors on panel and software. Funds will be from the Elementary and Secondary School Emergency Relief Fund (ESSER) III.

Attachments:

1. Resolution
2. Quote

Funding source appropriate and funds are available: *Jam*

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

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
O'terman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A PURCHASE ORDER FOR 104 BOXLIGHTS FROM
CENTRAL TECHNOLOGIES, INC., FOR THE KINGSPORT CITY
SCHOOL SYSTEM

WHEREAS, the city desires to purchase 104 Boxlight Flat Screen Interactive Displays from Central Technologies, Inc., using the Sevier County Contract 010419SCS, at a price of \$281,320.00; and

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

WHEREAS, this project will be funded by the Elementary and Secondary School Emergency Relief Fund (ESSER) III.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Central Technologies, Inc., Quote # 009099, which will be funded by the Elementary and Secondary School Emergency Relief Fund (ESSER) III, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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

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

ADOPTED this the 18th day of January 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



We have prepared a quote for you

BoxLight - Qty 104 on carts

Quote # 009099
Version 1

Prepared for:

Kingsport City Schools

Andy Arnold
ayarnold@k12k.com



Products

Description	Price	Qty	Ext. Price
PROCOLOR 753U PROCOLOR 75" IR UHD/4K ANDROID IFP +	\$2,005.00	104	\$208,520.00
PROCOLOR-MOBILE200-3 Mobile Stand for Procolor panels	\$425.00	104	\$44,200.00
IFPD-Cart IFPD Delivery & Setup on Mobile Cart	\$275.00	104	\$28,600.00
HDMI 25FT HDMI 25FT	\$0.00	104	\$0.00
BLUECAT6-25 25' Blue Cat6 Patch Cable	\$0.00	104	\$0.00

Subtotal: **\$281,320.00**

Purchasing Vehicle

Description	Qty
SEVIER SEVIER CONTRACT 010419SCS CONTRACT	1

Services Included

7 Year On-Site Warranty
Mimio Studio software
Professional Installation/Set-up by Central Tech
Training for teachers on panel and software / One Hour Minimum at each school

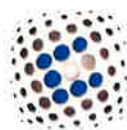
Wi-Fi Module and Mount Included



▶ Statement of Work

Delivery and setup	<ol style="list-style-type: none">1. Delivery of units to each elementary school and set-up in specific classrooms. School names and quantities are noted below.<ol style="list-style-type: none">a. John Sevier Middle School - 23b. Ross N. Robinson Middle School - 23c. Dobyns-Benne High School – 52d. Cora Cox Academy – 2e. DB Excel – 42. Delivery and setup to include the following, completed at times and dates convenient to KCS...<ol style="list-style-type: none">a. Delivering equipment to each location and specific classrooms at each location. (no loading dock available at ANY location)b. Properly and safely assembling all equipment.c. Removing all packaging from the school building and disposing properly (cardboard, packing foam, plastic, etc.)d. Plug-in equipment and complete initial setup, including all necessary software and firmware updates.
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6101 Industrial Heights Dr NW
Knoxville, TN 37909
centralinc.com
800-315-4132



CENTRAL
Technologies, Inc.

BoxLight - Qty 104 on carts

Prepared by:

Central Technologies Inc

Joe Alissandrello
423-580-3322
Fax 865-312-8190
joe@centralinc.com

Prepared for:

Kingsport City Schools

400 Clinchfield Street
Suite 200
Kingsport, TN 37660
Andy Arnold
(423) 341-3621
ayarnold@k12k.com

Quote Information:

Quote #: 009099

Version: 1
Delivery Date: 12/21/2021
Expiration Date: 01/28/2022

Quote Summary

Description	Amount
Products	\$281,320.00
Total: \$281,320.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Central Technologies Inc

Kingsport City Schools

Signature: _____

Name: Joe Alissandrello

Title: Senior Account Manager

Date: 12/21/2021

Signature: _____

Name: Andy Arnold

Date: _____



AGENDA ACTION FORM

Consideration of a Resolution Approving an Agreement with Cain Rash West (CRW) Architects for Architectural and Design Services for the New Fire Station No. 2 Located on Fort Henry Drive

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

Action Form No.: AF-4-2022
Work Session: January 18, 2022
First Reading: N/A

Final Adoption: January 18, 2022
Staff Work By: Hank Clabaugh, David Harris, Scott Boyd
Presentation By: Chief Boyd

Recommendation:

Approve the Resolution

Executive Summary:

Kingsport Fire Department Station 2 was built in 1941, and is located at the intersection of Center Street and Fort Henry Drive. The station is staffed 24/7 with 4 personnel, and currently houses Engine 2 and TECH-2. Station 2 also houses the equipment for the Technical Rescue Team.

A proposed new Fire Station 2 will be constructed at the site on Ft. Henry Drive. The new station will also include separate offices for Fire Prevention and Administration. The building will be ADA compliant, as well as energy efficient, and more cost effective for the city.

It is recommended to enter into an agreement with CRW for architectural and design services in the total amount of \$224,550.00. Services to be provided by CRW include develop project documents for bidding, permitting and construction; assist with bidding; provide construction administration services throughout the project and cost estimates at the end of each design phase. CRW will also provide Americans with Disabilities Act (ADA) audit services which entail a full ADA assessment at the end of the project.

Funding is available and identified in GP2209.

Attachments:

1. Resolution
2. CRW Proposal (2 pages)

Funding source appropriate and funds are available: *gm*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH CAIN RASH WEST ARCHITECTS FOR ARCHITECTURAL AND DESIGN SERVICES FOR THE NEW FIRE STATION NUMBER 2 LOCATED ON FORT HENRY DRIVE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to construct a new fire station No. 2 to be constructed at the site of the current station No. 2 at the corner of Fort Henry Drive and Center Street; and

WHEREAS, the city would like to enter into an agreement with Cain Rash West Architects (CRW) for architectural and design services in the total amount of \$224,550.00; and

WHEREAS, services to be provided by CRW include developing project documents for bidding, permitting and construction; assist with bidding; provide construction administration services throughout the project and cost estimates at the end of each design phase. CRW will also provide Americans with Disabilities Act (ADA) audit services which entail a full ADA assessment at the end of the project; and

WHEREAS, funding is available and identified in GP2209

Now therefore,

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

SECTION I. That an agreement with Cain Rash West Architects for the architectural and design services of a new Fire Station Number 2, located at the corner of Fort Henry Drive and Center Street, 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, Cain Rash West Architects for the architectural and design services of a new Fire Station Number 2, located at the corner of Fort Henry Drive and 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.

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

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

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

ADOPTED this the 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



November 15, 2021

Mr. Hank Clabaugh
City Engineering
City of Kingsport, TN
130 Shelby Street
Kingsport, TN 37660

Reference: **New Fire Station No. 2 – Ft. Henry Drive, Kingsport TN**

Dear Mr. Clabaugh,

Thank you for the opportunity to provide a fee proposal for the City of Kingsport. Based on the additional scope of design and construction administration services, Cain Rash West Architects propose the following:

Project Understanding and Scope:

- **Architectural and Engineering Services - New Fire Station No. 2**
 - Work alongside City and KFD Staff to establish programming and project needs.
 - City of Kingsport to provide topographic survey and geotechnical assessment of proposed site location for design and construction purposes.
 - Develop Project Documents suitable for mid-2022 bidding, permitting, and construction. All deliverables shall be in PDF format.
 - Provide Construction Cost Estimates at the end of each design phase.
 - Assist City Purchasing with Bidding and provide Construction Administration services throughout the course of Project Construction.
- **ADA Audit Services – New Fire Station No. 2**
 - Cain Rash West Architects will provide a full ADA assessment at the end of Project Completion.
 - Process will be conducted in a similar manner to previous ADA Audits for the City of Kingsport.

Schematic phase (20% of fee)	\$43,200.00
Design Development Phase (30% of fee)	\$64,800.00
Construction Document Phase (35% of fee)	\$76,248.00
Bidding Phase (5% of fee)	\$10,800.00
Construction Administration Phase (10% of fee)	\$21,600.00
Total Architectural & Engineering Fee based on \$3,600,000 budget x 6% =	\$216,000.00
*Additional Lump Sum Fee for ADA Audit at Project Completion	\$8,550.00
Total Fee for A&E Services and ADA Audit Services	= \$224,550.00

Exclusions include: Any Architectural or Engineering for Existing Station No. 2, Hazardous Materials Surveying, or Abatement Services.

Reimbursable allowance: All travel included in fee, no additional charge. No reimbursable included, none anticipated. All deliverables will be in PDF format.

No additional services are expected, however if additional hourly work is required, please see attached hourly rate schedule. Please to not hesitate to contact me with any questions at 423.349.7760.

Best regards,

A handwritten signature in black ink, appearing to read 'CDR' with a stylized flourish at the end.

Clinton D. Roberts, AIA NCARB
Cain Rash West Architects



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign the Concurrence with Determination of De Minimis Impact to Rock Springs Park for the SR-347 (Rock Springs Road) Project

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

Action Form No.: AF-12-2022
Work Session: January 18, 2022
First Reading: N/A

Final Adoption: January 18, 2022
Staff Work By: Robin DiMona
Presentation By: M. Borders

Recommendation:

Approve the Resolution

Executive Summary:

The Tennessee Department of Transportation (TDOT) intends to widen and do minor re-alignment of intersections along existing SR-347 (Rock Springs Road) from Cox Hollow Drive to Interstate 26. This project will be partially funded with Federal Highway Administration (FHWA) funds. In order to complete the project, approximately 0.104 acres of Rock Springs Park will be acquired by TDOT for right-of-way, and approximately 491 square feet (0.01 acre) will be acquired for permanent slope easement. Additionally approximately 2,554 square feet (0.06 acre) of temporary construction easement will be acquired by TDOT.

To begin the project, TDOT and the FHWA requires the Mayor to execute a Concurrence with Determination of De Minimis Use, which means that the proposed project will not adversely affect the activities, features, or attributes that make the property eligible for the Department of Transportation's Act of 1966, Section 4(f) protection, and the impacts to Rock Springs Park are *De Minimis* (minor).

On October 6, 2021 TDOT had published in the Kingsport Times-News a public notice of its intention to make a *De Minimis* finding for the impact to Rock Springs Park. No comments were received from the public as of October 27, 2021 when the public comment period ended.

Attachments:

1. Resolution
2. Section 4(f) De Minimis Package and Concurrence Letter
3. Brief Description of Project Scope

Funding source appropriate and funds are available: *JM*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONCURRENCE WITH DETERMINATION OF DE MINIMIS IMPACT FOR THE USE OF A SECTION OF ROCK SPRINGS PARK FOR THE TENNESSEE DEPARTMENT OF TRANSPORTATION'S ROCK SPRING ROAD WIDENING PROJECT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER

WHEREAS, the Tennessee Department of Transportation (TDOT) intends to widen and perform minor re-alignment of intersections along existing SR-347 (Rock Springs Road) from Cox Hollow Drive to Interstate 26; and

WHEREAS, Federal Highway Administration funds will be used to fund the project; and

WHEREAS, to complete the proposed project, approximately 0.104 acres of Rock Springs Park would be acquired by TDOT for right-of-way, and in addition, approximately 491 square feet (0.01 acre) of permanent slope easement and approximately 2,554 square feet (0.06 acre) of temporary construction easement would be acquired by TDOT; and

WHEREAS, the location where both the right-of-way and easements are needed borders the southern edge of Rock Springs Park near the existing SR- 347 (Rock Springs Road) roadway where no recreational uses have been identified as occurring; and

WHEREAS, to begin the project, TDOT and the FHWA requires the mayor to execute a Concurrence with Determination of *De Minimus* Use, which means that the proposed project will not adversely affect the activities, features, or attributes that make the property eligible for the Department of Transportation's Act of 1966, Section 4(f) protection, and the impacts to Rock Springs Park are *De Minimis* (minor).

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Concurrence with Determination of *De Minimus* Use, to deliver the concurrence 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 concurrence and this resolution.

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

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

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

ADOPTED this the 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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

ADOPTED this the 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

ENVIRONMENTAL DIVISION
SUITE 900, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-3655

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

11/18/2021

Ms. Kitty Frazier, Manager
Kingsport Parks & Recreation
1550 Fort Henry Drive
Kingsport, Tennessee 37664
kittyfrazier@KingsportTN.gov

Re: Proposed Section 4(f) De Minimis Determination, Official with Jurisdiction Concurrence Letter for Impacts to Rock Springs Park, State Route (SR) 347 (Rock Springs Road), From Cox Hollow Road to Interstate 26 (US-23), Sullivan County, Tennessee, PIN 112965.00, Federal No. STP/M-347(10), State No. 82023-0219-54

Dear Ms. Frazier,

On October 7, 2021, you were notified via email of the Tennessee Department of Transportation's (TDOT) and the Federal Highway Administration's (FHWA) intention to make a Section 4(f) *De Minimis* finding regarding Rock Springs Park within the vicinity of the proposed State Route (SR) 347 (Rock Springs Road), from Cox Hollow Road to Interstate 26 (I-26) (US-23) project in the City of Kingsport, Sullivan County, Tennessee. Based on the ownership of the property, TDOT has identified your agency as the Official with Jurisdiction (OWJ) over Rock Creek Park.

The proposed project consists of widening and minor realignment of intersections along existing SR-347 (Rock Springs Road). From Cox Hollow Road to Westfield Drive the proposed typical section of SR-347 (Rock Springs Road) would consist of two 11-foot travel lanes (one in each direction) with curb and gutter. From Westfield Drive to I-26 (US-23) the proposed typical section of SR-347 (Rock Springs Road) would consist of two 11-foot travel lanes (one in each direction) and a 12-foot center-turn lane with curb and gutter. Retaining walls are proposed to be installed along the northern side of SR-347 from Church View Drive to Westfield Drive to minimize impacts to the adjacent properties.

To complete the proposed project, approximately 0.104 acres of Rock Springs Park would be acquired by TDOT for right-of-way. In addition, approximately 491 square feet (SQFT) (0.01 acre) of permanent slope easement and approximately 2,554 SQFT (0.06 acre) of temporary construction easement would be acquired by TDOT. The location where both the right-of-way and easements are needed borders the southern edge of Rock Springs Park near the existing SR-347 (Rock Springs Road) roadway where no recreational uses have been identified as occurring.

Every effort will be made to minimize impacts to Rock Springs Park throughout design and construction. All recreational areas within the park would not be impacted and would remain open and accessible for public use throughout construction of the proposed project.

The Department of Transportation Act of 1966 includes a special provision, Section 4(f), which stipulates that the FHWA and other Department of Transportation agencies cannot approve the use of land from publicly owned recreational/wildlife areas unless the following conditions apply:

- There is no feasible and prudent alternative to the use of land; and the action includes all possible planning to minimize harm to the property resulting from such use;

OR

- FHWA determines that the use of the property will have a *De Minimis* impact.

The purpose of this letter is to inform the City of Kingsport Parks & Recreation, as the Official with Jurisdiction over Rock Springs Park, that FHWA is proposing to make a *De Minimis* finding for the proposed impact to a portion of Rock Springs Park.

On October 6, 2021, TDOT placed a public notice in the *Kingsport Times-News* informing the public of the proposal to make a *De Minimis* finding regarding the effects of the proposed project on Rock Springs Park and providing an opportunity for public review and comment on the proposed determination. The public comment period ended on October 27, 2021 and no comments were received regarding the proposed determination.

A copy of the draft *Determination of Section 4(f) De Minimis Use* document is enclosed for your review which will be submitted by TDOT to FHWA for review and approval. If the City of Kingsport Parks & Recreation concurs with the determination that the proposed project will not adversely affect the activities, features, and attributes that make the property eligible for Section 4(f) protection, please sign the enclosed concurrence form and return to the address on the form. Upon receipt of the signed form, the *Determination of Section 4(f) De Minimis Use* document will be submitted to FHWA for approval.

If you have any questions or concerns, please feel free to contact me at 615-313-3764 or by email at Kimberly.Vasut-Shelby@tn.gov.

Sincerely,

Kimberly Vasut-Shelby

Digitally signed by Kimberly
Vasut-Shelby
Date: 2021.11.18 15:25:42
-06'00'

Kimberly Vasut-Shelby
Environmental Supervisor

Concurrence with Determination of *De Minimis* Use

As the Official with Jurisdiction (OWJ) over Rock Springs Park, I concur that the project will not adversely affect the activities, features, or attributes that make the property eligible for Section 4(f) protection, and the impacts to Rock Springs Park are *De Minimis* (minor).

Signature: _____

Date: _____

Title: _____

After signing and dating this letter, please return a copy to:

Ms. Kimberly Vasut-Shelby
Tennessee Department of Transportation
Environmental Division
Suite 900, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-1402
Kimberly.Vasut-Shelby@tn.gov

Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

PARK ☒ Rock Springs Park
RECREATION AREA ☐
WILDLIFE AND/OR ☐
WATERFOWL REFUGE

County: Sullivan City: Kingsport Route: State Route 347 (Rock Springs Road)

Termini: From Cox Hollow Road to Interstate (I) 26 (US-23)

Project Numbers: Federal #: STP/M-347(10) State #: 82023-0219-54

PIN Number: 112965.00

Document Type: EIS: ☐ EA: ☐ CE: ☒

IDENTIFICATION OF SECTION 4(F) RESOURCE(S):

Maps/Graphics: Attached: ☒ Not Attached: ☐

Description of resource:

The City of Kingsport Parks & Recreation currently operates and manages 31 facilities and approximately 315 acres of park land and ten miles of Greenbelt that require programming, management, and maintenance. The City of Kingsport also owns six additional recreational facilities that are programmed, operated, and managed by others than the City of Kingsport Parks and Recreation.

Rock Springs Park is located at 1732 Rock Springs Road, Kingsport, Tennessee 37664. This 4-acre neighborhood park is the former site of a Sullivan County Elementary School. Sullivan County donated the property to the City of Kingsport in 2010. After the property was acquired, a park master plan was developed and approved by the Kingsport Parks & Recreation Advisory Committee. In Fall 2012, the City of Kingsport completed Phase I of the park improvements outlined in the masterplan, including the addition of a new parking lot, a fenced fitness-focused play space, landscaping, new park signs, picnic tables and an access path. In addition, this multi-use neighborhood park also includes 24 competition level horseshoe pits and a pavilion. The former elementary school building is still present on the property.

Rock Springs Park is owned and operated by the City of Kingsport. Refer to Figure 1 for a project location map.

Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

BRIEF DESCRIPTION OF PROJECT SCOPE:

The project is slated to be constructed with funding assistance from the Federal Highway Administration (FHWA).

The scope of work involves widening and the minor realignment of intersections along existing SR-347 (Rock Springs Road) from Cox Hollow Road to I-26 (US-23). Existing SR-347 (Rock Springs Road) consists of two 11-foot travel lanes (one in each direction) with no curb and gutter. From Cox Hollow Road to Westfield Drive the proposed typical section of SR-347 (Rock Springs Road) would consist of two 11-foot travel lanes (one in each direction) with curb and gutter. From Westfield Drive to I-26 (US-23) the proposed typical section of SR-347 (Rock Springs Road) would consist of two 11-foot travel lanes (one in each direction) and a 12-foot center-turn lane with curb and gutter. Retaining walls are proposed to be installed along the northern side of SR-347 from Church View Drive to Westfield Drive to minimize impacts to the adjacent properties.

Refer to Figure 1 below for a Project Location Map. Refer to Figure 2 below for a map of Rock Springs Park. Refer to Figures 3-7 below for details on the proposed widening, the right-of-way acquisition table and property map, as well as proposed profiles.

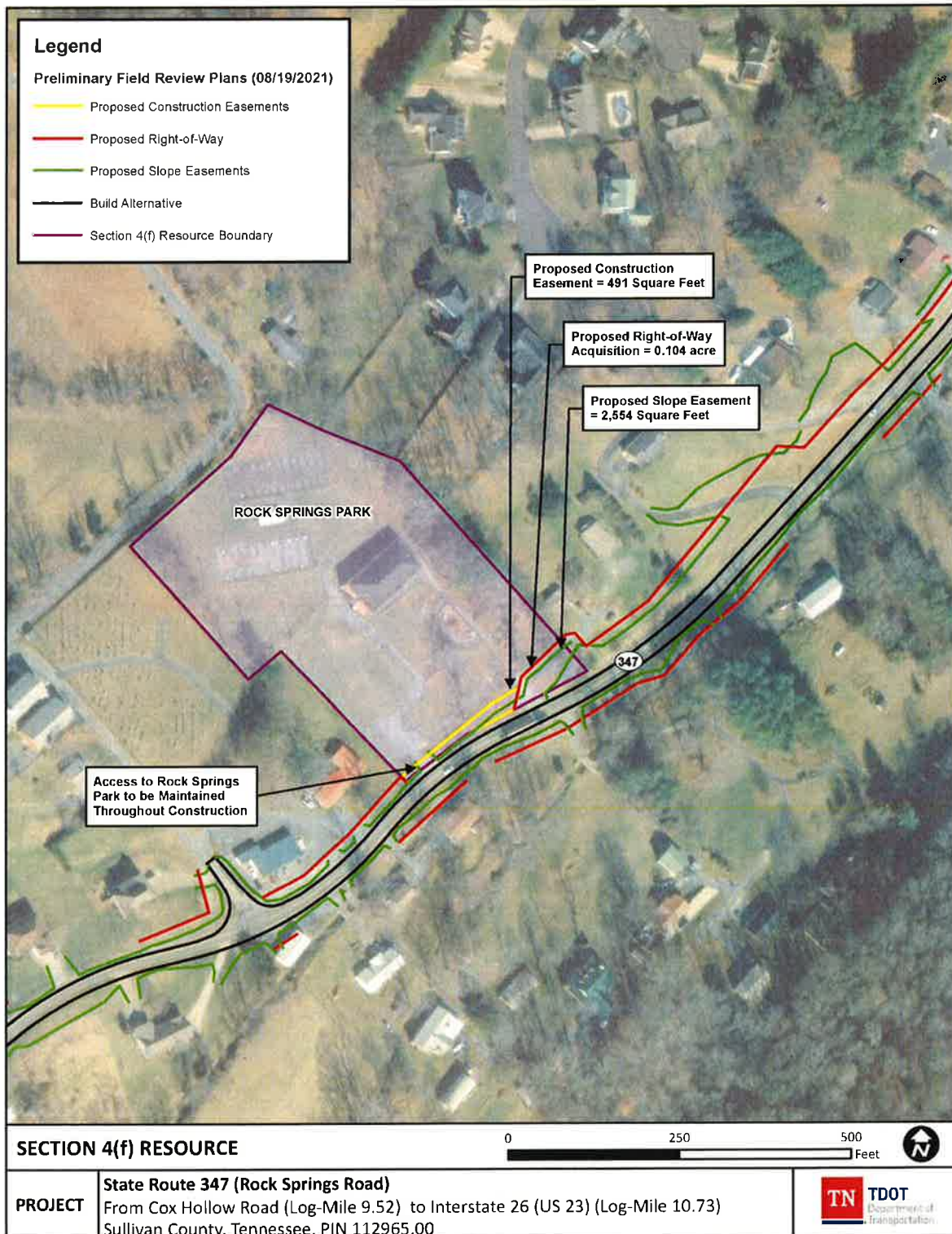
Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

Figure 1: Project Location Map



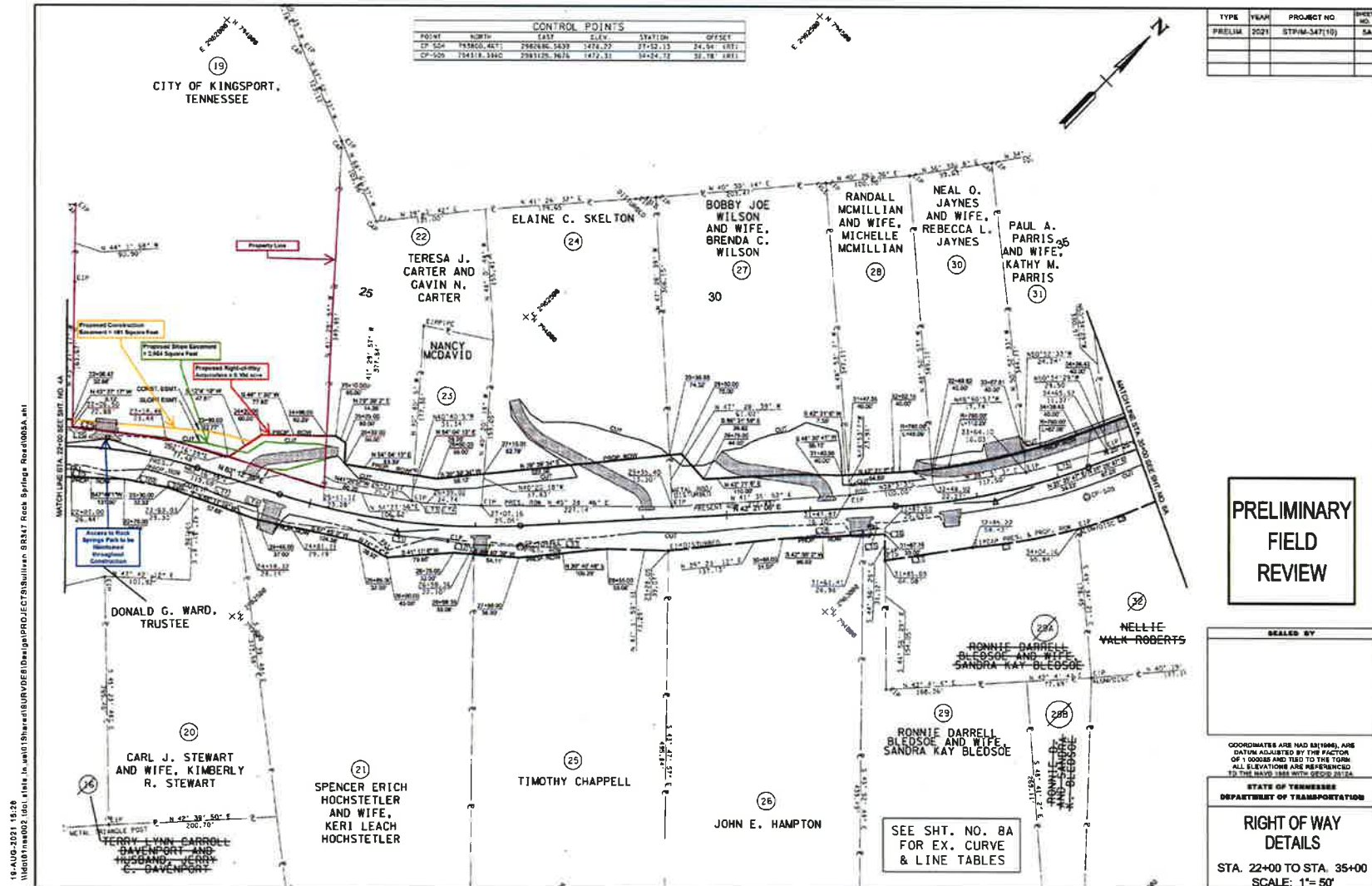
Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

Figure 2: Section 4(f) Resource Map (Rock Springs Park)



Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

Figure 3: Proposed Layout
(Source: Preliminary Field Review Plans, TDOT, August, 2021)



Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

Figure 4: Right-of-Way Acquisition Table
(Source: Preliminary Field Review Plans, TDOT, August, 2021)

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS			TOTAL AREA ACRES			AREA TO BE ACQUIRED ACRES			AREA REMAINING ACRES			ACCOMMOD (SQUARE FEET)		
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE	LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	PERM DRAINAGE	SLOPE	CONST.
1	JUNE LADY	105	120	10700	340	0.070	2.304	0.070	0.217	0.287	0.070	0.217	0.287	0.070	0.217	0.287
2	JUNE LADY	105	120	10700	340	0.070	2.304	0.070	0.217	0.287	0.070	0.217	0.287	0.070	0.217	0.287
3	MICHAEL J. GOTT AND WIFE, MELLANIE GOTT	105/106	4	20440	777	0.783	0.783	0.783	0.783	0.783	0.783	0.783	0.783	0.783	0.783	0.783
4	QUENTIN NEIL WISE	105	107/10	20270	55	0.412	0.412	0.412	0.412	0.412	0.412	0.412	0.412	0.412	0.412	0.412
5	ROCK SPRINGS UNITED METHODIST CHURCH	105	106	28590	750	1.548	1.548	1.548	1.548	1.548	1.548	1.548	1.548	1.548	1.548	1.548
6	ROBERT S. MOORE AND WIFE, DEBORAH S. MOORE	105/106	5	3117	344	0.027	0.027	0.027	0.027	0.027	0.027	0.027	0.027	0.027	0.027	0.027
7	ROBERT S. MOORE AND WIFE, DEBORAH S. MOORE	105/106	5	3117	344	0.027	0.027	0.027	0.027	0.027	0.027	0.027	0.027	0.027	0.027	0.027
8	ANDREW W. SANDERS AND WIFE, STEPHANIE E. SANDERS	105	107/11	24430	482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482
9	ANDREW W. SANDERS AND WIFE, STEPHANIE E. SANDERS	105	107/11	24430	482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482
10	ANDREW W. SANDERS AND WIFE, STEPHANIE E. SANDERS	105	107/11	24430	482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482
11	ANDREW W. SANDERS AND WIFE, STEPHANIE E. SANDERS	105	107/11	24430	482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482	0.482
12	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
13	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
14	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
15	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
16	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
17	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
18	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
19	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
20	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
21	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
22	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
23	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
24	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
25	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
26	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
27	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
28	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
29	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
30	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
31	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
32	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
33	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
34	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
35	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
36	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
37	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
38	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
39	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
40	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
41	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
42	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
43	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
44	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
45	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
46	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677
47	LEWIS ROBERT WILLIAMS AND WIFE, NANCY ANN WILLIAMS	105	107/1	3117	1554	0.526	3.151	0.526	3.151	3.677	0.526	3.151	3.677	0.526	3.151	3.677

CAUTION!
PRELIMINARY
PLANS
SUBJECT TO
CHANGE

SEAL BY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

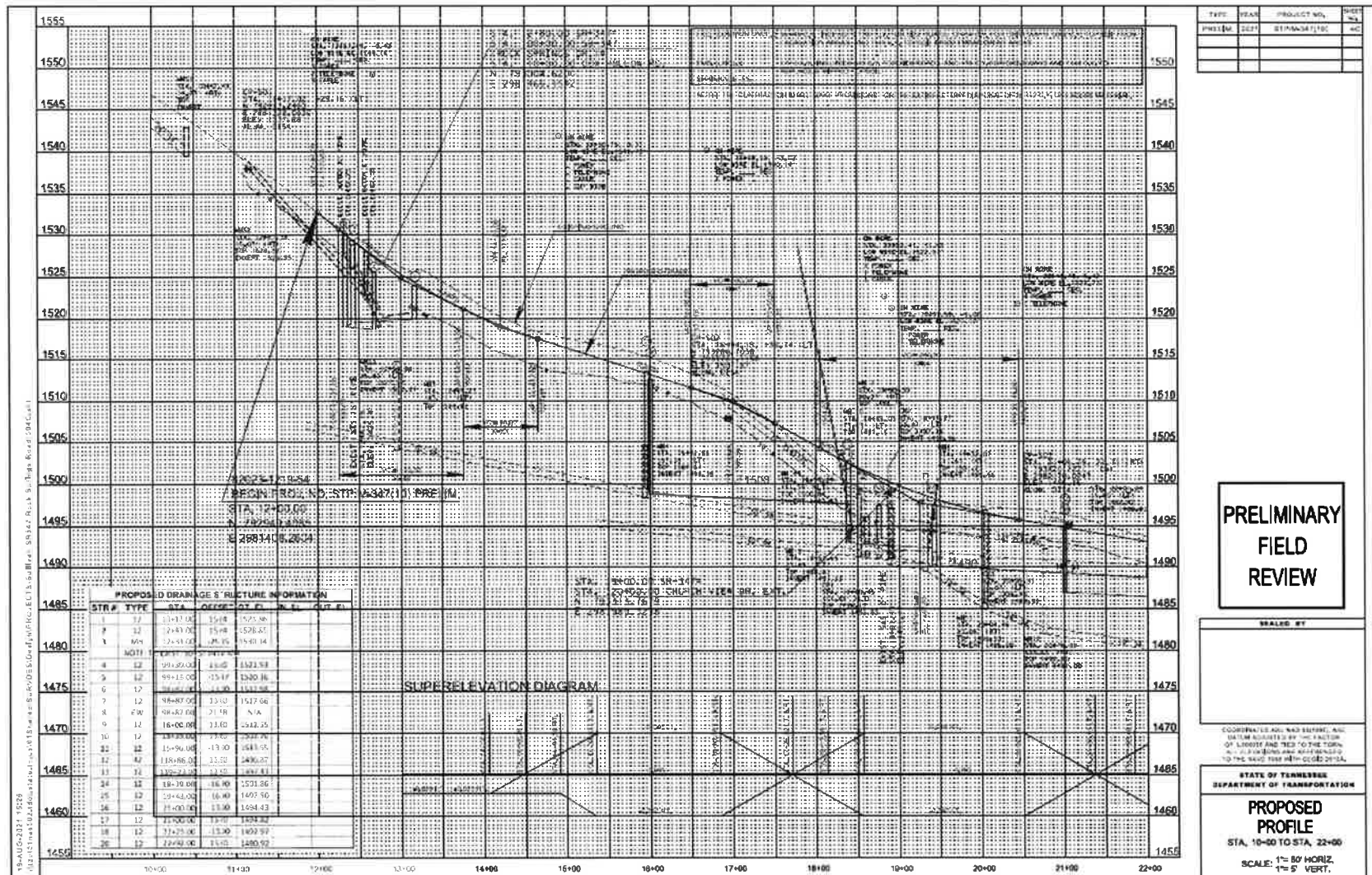
PROPERTY MAP
AND
RIGHT-OF-WAY
ACQUISITION
TABLE

Figure 5: Right-of-Way Property Map
(Source: Preliminary Field Review Plans, TDOT, August, 2021)



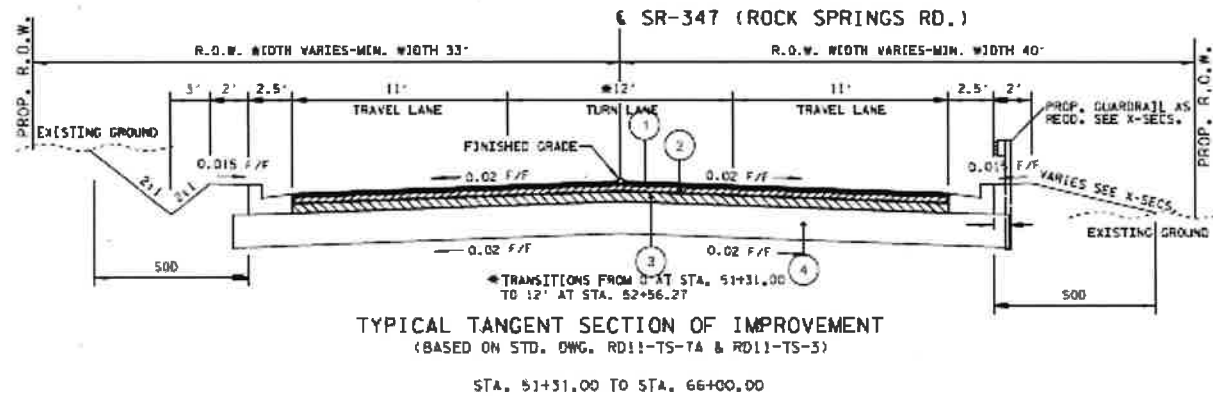
Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

Figure 6: Proposed Profile
(Source: Preliminary Field Review Plans, TDOT, August, 2021)



Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

Figure 7: Proposed Typical Section
(Source: Preliminary Field Review Plans, TDOT, August, 2021)



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On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

APPLICABILITY DETERMINATION:

(To be applicable answers to all statements must be "true")

For publicly owned parks, recreation areas, and wildlife and/or waterfowl refuges:

- The project involves a minor take of land from the resource. ☒ True ☐ False

Identify the total acreage of the resource:

According to the City of Kingsport Parks & Recreation Website, Rock Springs Park is a four acre neighborhood park.

Describe the use of land from the resource (include the acreage of the resource to be used):

To construct the proposed project, approximately 0.104 acres of Rock Springs Park would be acquired by TDOT for right-of-way. In addition, approximately 491 square feet (SQFT) (0.01 acre) of permanent slope easement and approximately 2,554 SQFT (0.06 acre) of temporary construction easement would be acquired by TDOT. The location where both the right-of-way and easements are needed borders the southern edge of Rock Springs Park near the existing SR-347 (Rock Springs Road) roadway where no recreational uses have been identified as occurring.

Every effort will be made to minimize impacts to Rock Springs Park throughout design and construction. All recreational areas within the park would not be impacted and would remain open and accessible for public use throughout construction of the proposed project. Additionally, the proposed project area would be returned to pre-construction conditions following completion of the project.

- The project does not adversely affect the qualities, activities, features, or attributes of the resource that qualify it for protection under Section 4(f). ☒ True ☐ False
- The agency with jurisdiction over the resource has concurred in writing ☒ True ☐ False with FHWA's and/or TDOT's determination that the project will not adversely affect the resource.

If true, identify agency with jurisdiction and date of concurrence and attach written concurrence: City of Kingsport Parks & Recreation Date: [DATE]

- The agency with jurisdiction over the resource has been informed of FHWA's and/or TDOT's intent to make a de minimis finding. ☒ True ☐ False

See Attachment 1.

- The public will be informed or afforded an opportunity to review and comment on the effects of the project on the protected activities, features, and attributes of the resource. ☒ True ☐ False

a. Describe how the public will be notified.

A public notice of the availability of the *De Minimis* finding and comment period was advertised in the *Kingsport Times-News* on October 6, 2021. The comment period ended on October 27, 2021 and no comments were received during the comment period. See Attachment 2 for a copy of the advertisement.

Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

ALTERNATIVES ANALYSIS

1. Summarize why the use of property from the resource cannot be avoided.

☐ Project Needs would not be met. Explain.

☐ Substantial impacts to other environmental/cultural/social resources would result. Explain.

☐ Project complexity would increase resulting in greater construction and maintenance cost. Explain.

☒ Other. Explain.

The proposed SR-347 (Rock Springs Road), from Cox Hollow Road to Westfield Drive project is limited due to constraints by the location of both Rock Springs Park and existing adjacent and nearby residential development.

2. Summarize the measures taken to minimize harm. This would include, if applicable, design shifts to minimize impacts, use of retaining walls, and other mitigation measures.

Impacts to Rock Springs Park have been limited to the southern edge of the park where SR-347 is being widened. Through the design process the total disturbed area required for the proposed project has been limited to 0.104 acres of right-of-way, as well as approximately 491 square feet (SQFT) (0.01 acre) of permanent slope easement and approximately 2,554 SQFT (0.06 acre) of temporary construction easement.

Every effort will be made to minimize impacts to Rock Springs Park throughout design and construction. Areas that are used for recreation within the park will not be impacted and will remain open and accessible for public use throughout construction of the proposed project. Additionally, the proposed project area would be returned to pre-construction conditions following completion of the project.

SUMMARY AND DETERMINATION

The project involves a de minimis Impact on the Section 4(f) property as evidenced through the minimization of harm to a park, recreation area, or wildlife or waterfowl refuge, and as a result of mitigation to or avoidance of impacts to the qualifying characteristics and/or the functions of the resource.

Based on the scope of the undertaking; the fact that the undertaking does not adversely affect the functions/qualities of the Section 4(f) resource on a permanent or temporary basis; and with agreement from the official with jurisdiction, the proposed action constitutes a De Minimis finding.

FHWA: _____

Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

ATTACHMENTS

Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

Attachment 1
Coordination with City of Kingsport Parks & Recreation

Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

ENVIRONMENTAL DIVISION
SUITE 900, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-3855

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

September 22, 2021

Ms. Kitty Frazier, Manager
Kingsport Parks & Recreation
1550 Fort Henry Drive
Kingsport, Tennessee 37664
kittyfrazier@KingsportTN.gov

Re: Proposed Section 4(f) *De Minimis* Determination, Official with Jurisdiction Notification Letter for Impacts to Rock Springs Park, State Route (SR) 347 (Rock Springs Road), From Cox Hollow Road to Interstate 26 (US-23), Sullivan County, Tennessee, PIN 112965.00, Federal No. STP/M-347(10), State No. 82023-0219-54

Dear Ms. Frazier,

This letter is to notify you of the Tennessee Department of Transportation's (TDOT) and the Federal Highway Administration's (FHWA) intention to make a Section 4(f) *De Minimis* Determination regarding Rock Springs Park within the vicinity of the proposed State Route 347 (Rock Springs Road), from Cox Hollow Road to Interstate (I) 26 (US-23) project in the City of Kingsport, Sullivan County, Tennessee. Based on the ownership of the property, TDOT has identified your agency as the Official with Jurisdiction (OWJ) over Rock Creek Park.

The proposed project consists of widening and minor realignment of intersections along existing SR-347 (Rock Springs Road). From Cox Hollow Road to Westfield Drive the proposed typical section of SR-347 (Rock Springs Road) would consist of two 11-foot travel lanes (one in each direction) with curb and gutter. From Westfield Drive to I-26 (US-23) the proposed typical section of SR-347 (Rock Springs Road) would consist of two 11-foot travel lanes (one in each direction) and a 12-foot center-turn lane with curb and gutter. Retaining walls are proposed to be installed along the northern side of SR-347 from Church View Drive to Westfield Drive to minimize impacts to the adjacent properties.

To complete the proposed project, approximately 0.104 acres of Rock Springs Park would be acquired by TDOT for right-of-way. In addition, approximately 491 square feet (SQFT) (0.01 acre) of permanent slope easement and approximately 2,554 SQFT (0.06 acre) of temporary construction easement would be acquired by TDOT. The location where both the right-of-way and easements are needed borders the southern edge of Rock Springs Park near the existing SR-347 (Rock Springs Road) roadway where no recreational uses have been identified as occurring.

Every effort will be made to minimize impacts to Rock Springs Park throughout design and construction. All recreational areas within the park would not be impacted and would remain open and accessible for public use throughout construction of the proposed project.

Page 1 of 3

Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

It is TDOT's intent to publish a public notice in the local newspaper soliciting comments on the proposed Section 4(f) *De Minimis* finding regarding the Rock Springs Park. Once the public notice has been published and the 21-day comment period has closed, TDOT will submit a letter to your office regarding the Section 4(f) *De Minimis* Determination related to the Rock Springs Park for your concurrence.

If you have any questions or concerns, please feel free to contact me at 615-313-3764 or by email at Kimberly.Vasut-Shelby@tn.gov.

Sincerely,

**Kimberly Vasut-
Shelby**

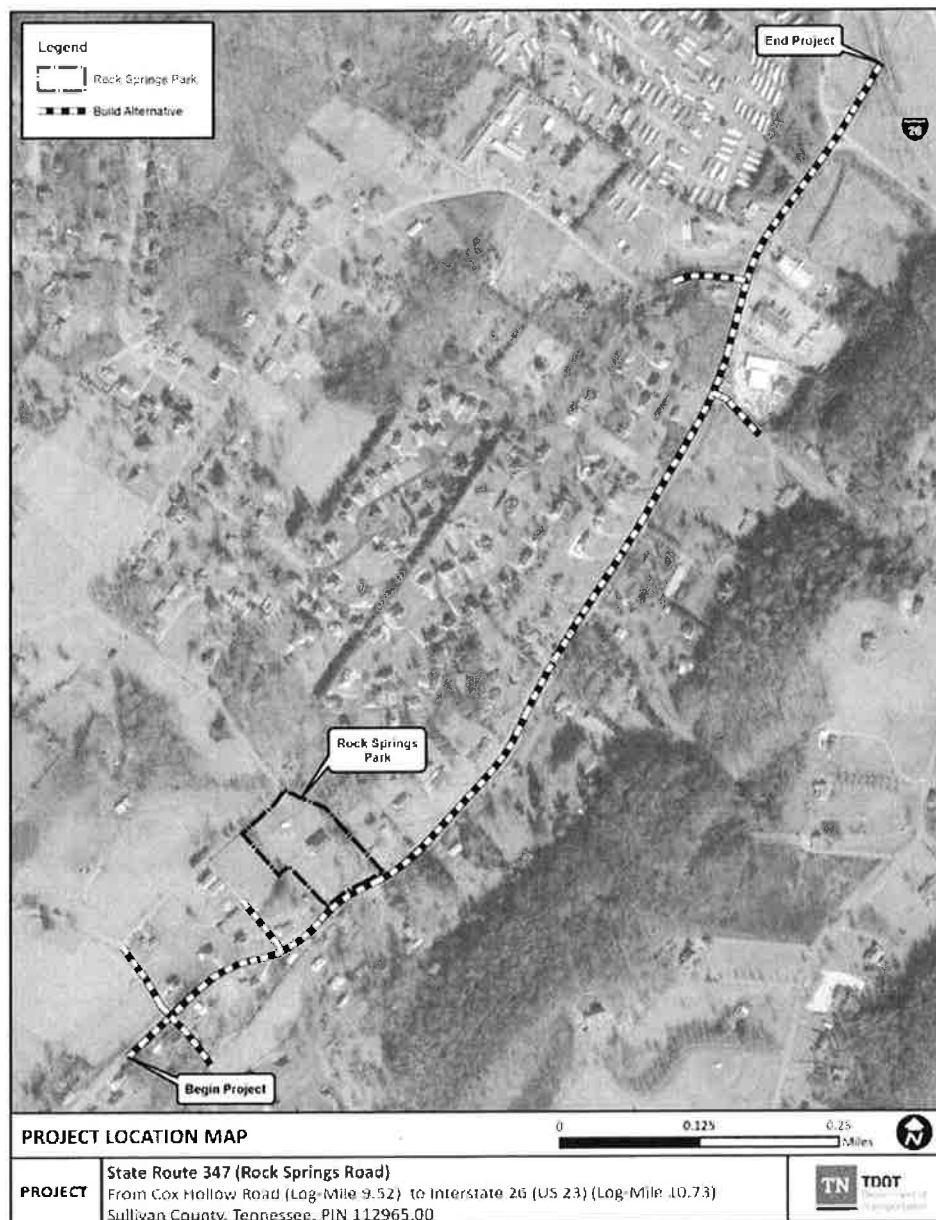
Kimberly Vasut-Shelby
Environmental Supervisor
TDOT Environmental Division
Kimberly.Vasut-Shelby@tn.gov
615-313-3764

Digitally signed by Kimberly
Vasut-Shelby
Date: 2021.09.22 14:52:00 -05'00'

Enclosures

Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

Figure 1: Project Location Map



Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

State Route 347 (Rock Springs Road), from Cox Hollow Road (Log Mile (LM) 9.52) to Interstate (I) 26 (US-23) (LM 10.73), City of Kingsport, Sullivan County, Tennessee, PIN 112965.00
Section 4(f) De Minimis Handout



Section 4(f) Resource – Rock Springs Park

Description of Proposed Impacts to Rock Springs Park – The proposed project consists of widening and minor realignment of intersections along existing SR-347 (Rock Springs Road). From Cox Hollow Road to Westfield Drive the proposed typical section of SR-347 (Rock Springs Road) would consist of two 11-foot travel lanes (one in each direction) with curb and gutter. From Westfield Drive to I-26 (US-23) the proposed typical section of SR-347 (Rock Springs Road) would consist of two 11-foot travel lanes (one in each direction) and a 12-foot center-turn lane with curb and gutter. Retaining walls are proposed to be installed along the northern side of SR-347 from Church View Drive to Westfield Drive to minimize impacts to the adjacent properties.

To complete the proposed project, approximately 0.104 acres of Rock Springs Park would be acquired by TDOT for right-of-way. In addition, approximately 491 square feet (SQFT) (0.01 acre) of permanent slope easement and approximately 2,554 SQFT (0.06 acre) of temporary construction easement would be acquired by TDOT. The location where both the right-of-way and easements are needed borders the southern edge of Rock Springs Park near the existing SR-347 (Rock Springs Road) roadway where no recreational uses have been identified as occurring.

Every effort will be made to minimize impacts to Rock Springs Park throughout design and construction. All recreational areas within the park would not be impacted and would remain open and accessible for public use throughout construction of the proposed project.

Section 4(f) Overview

Section 4(f) was enacted in 1966 as part of the U.S. Department of Transportation (U.S. DOT) Act. Section 4(f) protects significant publicly owned public parks, recreation areas, and wildlife/waterfowl refuges, as well as significant historic sites, whether they are publicly or privately owned. Section 4(f) is a safeguard for these resources, but compliance is often difficult and can become a cause of delay in the environmental review process. It has been described as one of the nation's most stringent environmental laws.

Under Section 4(f), the term "use" has a specific meaning. A use occurs when a project permanently incorporates land from a Section 4(f) property, even if the amount of land is very small. In addition, a use can result from a temporary occupancy of land within a Section 4(f) property, if that temporary occupancy meets certain criteria. A use also can result from proximity effects - noise, visual, etc. - that substantially impair the protected features of the property. A use that results from proximity effects is known as a "constructive use."

Historically, Section 4(f) has prohibited U.S. DOT from approving the "use" of Section 4(f) properties unless U.S. DOT makes two findings: 1) that there is no feasible and prudent alternative that avoids the use of Section 4(f) properties, and 2) that the project incorporates all possible planning to minimize the harm that results from the use of those resources. Section 4(f) requires U.S. DOT to seek comment from other agencies before making decisions.

In 2005, as part of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Congress amended Section 4(f) to provide an alternative method of approving the use of protected resources where the impact is *de minimis*. The *de minimis* impact determination provides the basis for U.S. DOT to approve the minor use of a Section 4(f) property without identifying and evaluating avoidance alternatives- thus streamlining the approval process.

Background on Section 4(f)

Section 4(f) applies to all agencies within the U.S. DOT, including the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA) and the Federal Transit Administration (FTA). Transportation projects that do not require the approval of a U.S. DOT agency are not subject to the requirements of Section 4(f).

Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

State Route 347 (Rock Springs Road), from Cox Hollow Road (Log Mile (LM) 9.52) to Interstate (I) 26 (US-23) (LM 10.73), City of Kingsport, Sullivan County, Tennessee, PIN 112965.00
Section 4(f) De Minimis Handout



Section 4(f) applies to two categories of resources: 1) publicly owned public parks, recreation areas, and wildlife or waterfowl refuges; and 2) significant historic sites, regardless of whether they are publicly or privately owned. The Section 4(f) regulations have clarified several key points regarding the types of resources that are protected by Section 4(f), such as their application to "multiple use" lands and archaeological sites.

In general, there are four possible paths to compliance with Section 4(f) for a transportation project that requires FHWA, FRA or FTA approval:

1. **Finding of No Use** – FHWA, FRA or FTA can determine that the project will not use any Section 4(f) properties. In some cases, the finding is straightforward and requires little if any documentation. In others, a finding of "no use" requires detailed analysis to determine where Section 4(f) applies to a property and/or whether the project will use that property. This analysis should be included in the project file and summarized in the National Environmental Policy Act (NEPA) document.
2. **De Minimis Determination** – FHWA, FRA or FTA can determine that the project's impacts on one or more Section 4(f) properties will be *de minimis*. A *de minimis* impact determination is not an exemption from Section 4(f); it is authorization for a minor use of a Section 4(f) property, without having to make a finding that there are no feasible or prudent avoidance alternatives.

A *de minimis* impact determination is made on a property-by-property basis, not for a project as a whole. Therefore, several separate *de minimis* impact determinations could be made for a single project.
3. **Programmatic Evaluation** – FHWA has issued five programmatic evaluations under Section 4(f). In general, programmatic evaluations are intended to be used for projects with relatively minor impacts to Section 4(f) properties. FHWA can apply for a programmatic evaluation to an individual project without some of the process steps required for an individual Section 4(f) evaluation: a legal sufficiency review is not required, nor is there a need for 45-day review by the U.S. Department of the Interior. Therefore, Section 4(f) approval usually can be granted more quickly with a programmatic evaluation with an individual evaluation.
4. **Individual Section 4(f) Evaluation** – FHWA can complete an individual Section 4(f) evaluation, which authorizes the use of one or more Section 4(f) properties. A Section 4(f) evaluation requires a legal sufficiency review by the agency's legal counsel, and generally is included as a separate chapter or appendix in the project's NEPA document. It must include two findings: 1) that there is no feasible and prudent alternative that completely avoids the use of Section 4(f) property; and 2) that the project includes all possible planning to minimize harm to the Section 4(f) property resulting from the use.

Section 4(f) De Minimis Determination

- Meaning of *De Minimis* – "so small or minimal in difference that it does not matter or the law does not take it into consideration" (Dictionary.com).
- *De Minimis* Impacts to Non-Historic 4(f) resources (as taken from 23 CFR 774.17(e)(2)) – "For parks, recreation areas, a *de minimis* impact is one that will not adversely affect the protected features, attributes, or activities qualifying the property for protection under Section 4(f)."
- Public review of a Section 4(f) determination is required – In the case of this project, a Public Notice is scheduled to be published in the local newspaper soliciting comments on the proposed Section 4(f) *De Minimis* Determination for Rock Springs Park.
- Following the opportunity for public comment, the "officials with jurisdiction" over the Section 4(f) property may concur in writing with FHWA, FRA or FTA's findings.
 - The official with jurisdiction is typically the public agency that owns or administers the Section 4(f) property- for example; a city parks department in the case of a city-owned park.

Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

State Route 347 (Rock Springs Road), from Cox Hollow Road (Log Mile (LM) 9.52) to Interstate (I) 26 (US-23) (LM 10.73), City of Kingsport, Sullivan County, Tennessee, PIN 112965.00
Section 4(f) De Minimis Handout



- Per FHWA's *Questions and Answers on the Application of the Section 4(f) De Minimis Impact Criteria*-The officials with jurisdiction are the officials of an agency or agencies that own or administer a Section 4(f) property and who are empowered to represent that agency on related matters. In some cases, the agency that owns or administers the land has either delegated or relinquished its authority to another agency. In those cases, FHWA, FRA or FTA should review the applicable agreements to determine which agency or agencies have the authority to concur in the assessment of impacts to the property.

Additional Resources

Much of the Information pulled together for this handout was taken from the following materials. Please review these materials for further information regarding Section 4(f).

1. American Association of State Highway and Transportation Officials- *Practitioner's Handbook, Number 11, Complying with Section 4(f) of the U.S. DOT Act*. May 2009.
2. Federal Highway Administration- *Guidance for Determining De minimis Impacts to Section 4(f) Resources*. <http://www.fhwa.dot.gov/hep/qasdemimus.htm>. December 13, 2005.
3. Federal Highway Administration- *FHWA Section 4(f) Policy Paper*. Office of Planning, Environment and Reality Project Development and Environmental Review. <https://www.environment.fhwa.dot.gov/4f/4fpolicy.asp>. July 20, 2012.
4. 23 CFR 774: Section 4(f) Regulations with Preamble.

**Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use**

**OWJ CONCURRENCE LETTER
TO BE INSERTED HERE.**

Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

DRAFT

**Attachment 2
Public Notice**

Tennessee Department of Transportation
On Behalf of the Federal Highway Administration – Tennessee Division Office
Determination of
Section 4(f) De Minimis Use

PROJECT SERVICE
Knoxville, TN
(865) 594-5761

Wed, Oct 06, 2021

Kingsport - The Kingsport Times-Tribune
 Kingsport, TN

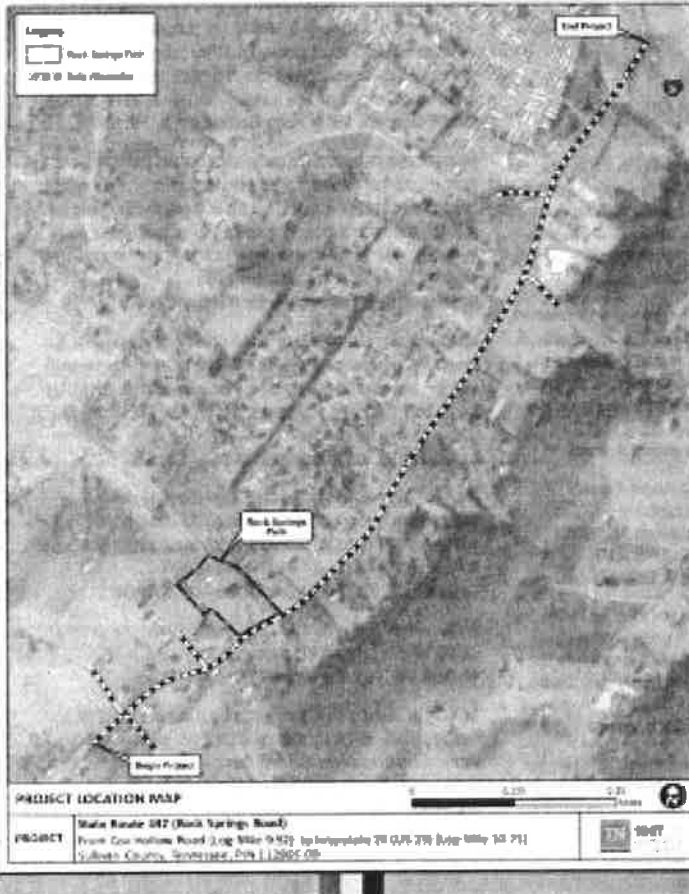
Employer

Farrar, 423-523-2238
 Rogersville

PUBLIC NOTICE
Notice of Solicitation of Public Comment

State Route 347 (Rock Springs Road),
 From Cox Hollow Road to Interstate 24 (I-24)
 City of Kingsport, Sullivan County, Tennessee, PIN 112965-00

The Tennessee Department of Transportation (TDDOT), in cooperation with the Federal Highway Administration (FHWA), hereby solicits public comment on the proposed project for the widening of State Route 347 (Rock Springs Road). The proposed project consists of widening and other improvements of the roadway along existing SR-347 (Rock Springs Road) from the intersection of Cox Hollow Road and SR-347 (Log mile 10.79) to Westfield Drive (Log mile 12.29). From the intersection of SR-347 and Westfield Drive (Log mile 12.29) to Interstate 24, the project will construct a three-lane roadway (one travel lane in either direction, separated by a center 12-foot left turn lane). In addition to the roadway widening, the project scope involves installing 11 retaining walls along the northern section of SR-347 (Rock Springs Road) from Church View Drive to Westfield Drive. The retaining wall heights vary from 15 to 57 feet. To complete the proposed project, approximately 0.196 acres of Rock Springs Park will be acquired by TDDOT for right-of-way. In addition, approximately 491 square feet (SQFT) (0.01 acre) of permanent slope easement and approximately 2,114 SQFT (0.06 acre) of temporary construction easement will be acquired by TDDOT. The required right-of-way and easements border the southern edge of Rock Springs Park and the existing SR-347 (Rock Springs Road) roadway where no recreational uses have been identified as occurring. Every effort will be made to minimize impacts to Rock Springs Park through design and construction. Areas that are used for recreation within the park will not be impacted and will remain open and accessible for public use throughout construction of the proposed project. This notice is in accordance with Title 23 of the Code of Federal Regulations (CFR), Section 774.50(a)(2), which requires public notice and an opportunity for public review and comment concerning the effects on the protected activities, features, or attributes of the property. Additionally, it requires consent in writing from the official with jurisdiction over the Section 4(f) resource that the project will not adversely affect the activities, features, or attributes that make the property eligible for Section 4(f) protection. In the case of this project, the City of Kingsport Parks and Recreation Manager has been identified as the official with jurisdiction over Rock Springs Park. Written statements should be submitted within 30 days after publication to the following address: Section 4(f) De Minimis Comments Act: State Route 347 (Rock Springs Road) Project, Tennessee Department of Transportation, State 700, James E. Folsom Building, 907 Deaderick Street, Nashville, TN 37203-0332.





AGENDA ACTION FORM

Acceptance of FY2021 Annual Comprehensive Financial Report

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

Action Form No.: AF-24-2022
 Work Session: January 18, 2022
 First Reading: N/A

Final Adoption: January 18, 2022
 Staff Work By: Lisa Winkle
 Presentation By: L. Winkle

Recommendation:

Accept the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2021.

Executive Summary:

Presented for your consideration is the FY2021 Annual Comprehensive Financial Report (ACFR). The report contains management's transmittal letter to the Board of Mayor and Alderman, the Management's Discussion and Analysis (MD&A) letter that summarizes significant financial changes and overview of the City's financial condition at June 30, 2021, the auditor's opinion letter, audited financial statements, statistical tables and compliance reports.

The audit for June 30, 2021 was conducted by Brown Edwards & Company, LLP. Members of the audit team will be at the BMA Work Session to answer any questions.

There was a meeting of the Audit Committee on December 29, 2021 to discuss the 2021 ACFR and the results of the audit with the audit team. The Audit Committee members present were Vice-Mayor Collette George, Chairman and Alderman Darrell Duncan. They approved and accepted the FY2021 ACFR. The ACFR was filed with the State of Tennessee Comptroller's Office on December 31, 2021. The ACFR was also filed with GFOA on December 31, 2021.

It should be noted that the auditor's report expresses an unmodified opinion on the financial statements. There were no material weakness findings or no significant deficiency findings listed in the report.

Attachments:

1. FY2021 Annual Comprehensive Financial Report

Link to doc: <https://www.kingsporttn.gov/wp-content/uploads/2022/01/2021-KINGSPORT-TN-ACFR.pdf>

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	—	—	—



AGENDA ACTION FORM

Consideration of a Resolution to Reject All Bids for the Mowing & Trimming Project for Kingsport City Schools

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

Action Form No.: AF-5-2022
 Work Session: January 18, 2022
 First Reading: N/A

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

Recommendation:

Approve the Resolution

Executive Summary:

Bids were opened December 1, 2021, for the mowing and trimming at Kingsport City Schools. Three bids were received, one of which being invalid due to the paperwork not being complete. The two valid bids were significantly higher than originally anticipated and the city would like to reject all bids in order to pursue other options.

Attachments:

1. Resolution
2. Bid Tab

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 REJECTING ALL BIDS RELATED TO THE
MOWING & TRIMMING PROJECT FOR KINGSPORT CITY
SCHOOLS

WHEREAS, bids were opened December 1, 2021, for the mowing and trimming at Kingsport City Schools; and

WHEREAS, three bids were received, one of which being invalid due to the paperwork not being complete; and

WHEREAS, the two valid bids were significantly higher than originally anticipated and the city would like to reject all bids in order to pursue other options.

Now therefore,

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

SECTION I. That all bids opened on December 1, 2021, for the mowing and trimming project for Kingsport City Schools are rejected.

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

ADOPTED this the 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES BID OPENING

December 1, 2021

4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

MOWING & TRIMMING, KINGSPORT CITY SCHOOLS

Vendor: Total: DBHS North Cora Cox Sevier Robinson Adams Jackson Jefferson Johnson Kennedy Lincoln Roosevelt Washington Palmer

[illegible]

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



AGENDA ACTION FORM

Consideration of a Resolution to Reject All Bids for the Landscape Maintenance Services Project for Kingsport City Schools

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

Action Form No.: AF-6-2022
 Work Session: January 18, 2022
 First Reading: N/A

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

Recommendation:

Approve the Resolution

Executive Summary:

Bids were opened on December 15, 2021, for the Landscape Maintenance Services project at Kingsport City Schools. One bid was received which was significantly higher than originally anticipated and the city would like to reject all bids in order to pursue other options.

Attachments:

1. Resolution
2. Bid Tab

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: *me*

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

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL BIDS RELATED TO THE
LANDSCAPE MAINTENANCE SERVICES PROJECT FOR
KINGSPORT CITY SCHOOLS

WHEREAS, bids were opened December 15, 2021, for the Landscape Maintenance Services project at Kingsport City Schools; and

WHEREAS, one bid was received which was significantly higher than originally anticipated and the city would like to reject the bid in order to pursue other options.

Now therefore,

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

SECTION I. That all bids opened on December 15, 2021, for the Landscape Maintenance Services project for Kingsport City Schools are rejected.

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

ADOPTED this the 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Ratifying the Mayor's Signature on the Certification of Local Official that the Public Housing Authority Plans are Consistent with the Consolidated Plan Document

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

Action Form No.: AF 16-2022
 Work Session: January 18, 2022
 First Reading: N/A

Final Adoption: January 18, 2022
 Staff Work By: Jessica McMurray
 Presentation By: J. McMurray

Recommendation:

Approve the Resolution

Executive Summary:

The Mayor's Signature is required on the Certification by State & Local Official of PHA Consistency Plan. This form is created and required by the U.S. Department of Housing and Urban Development. The purpose of this form is to ensure that the Kingsport Housing and Redevelopment Authority's 5-year plan is consistent with the City of Kingsport's Consolidated Plan as it relates to the Community Development Block Grant Program.

Both, the City of Kingsport and Kingsport Housing and Redevelopment Authority are committed to providing for the development of decent housing, the development of suitable living environments, the expansion of economic opportunities, as well as transform and empower our communities and help Tennesseans build communities of opportunity.

Attachments:

1. Resolution
2. Attachment

Funding source appropriate and funds are available: *Jmm*

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: *Jmm*

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

RESOLUTION NO. _____

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON THE CERTIFICATION BY STATE OR LOCAL OFFICIAL OF THE PUBLIC HOUSING AUTHORITY PLANS CONSISTENCY WITH THE CONSOLIDATED PLAN DOCUMENT AND ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Certification by State and Local Official of the Public Housing Authority Plans Consistency with the Consolidated Plan is a form created and required by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, this certification is to ensure that the Kingsport Housing and Redevelopment Authority's 5-year plan is consistent with the City of Kingsport's Consolidated Plan as it relates to the Community Development Block Grant Program; and

WHEREAS, the certification was due by January 7, 2022, and required the mayor's signature.

Now therefore,

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

SECTION I. That the Certification by State and Local Official of the Public Housing Authority Plans Consistency with the Consolidated Plan submitted on January 7, 2022, is ratified, including the execution of the same by Mayor Patrick W. Shull.

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, all documents necessary and proper to provide the Certification by State and Local Official of the Public Housing Authority Consistency Plan submitted on January 7, 2022.

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

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

ADOPTED this the 18th of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Patrick W. Shull, the Mayor of Kingsport
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Kingsport Housing & Redevelopment Authority
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

City of Kingsport
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The State of Tennessee Consolidated Plan key goals provide for the development of decent housing, the
development of suitable living environments, the expansion of economic opportunities, and the

improvement of the effectiveness of program. This is consistent with KHRA's mission to transform and
empower our communities and help Tennesseans build communities of opportunity.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Patrick Shull

Title

Mayor of Kingsport

Signature

Patrick W. Shull

Date

10 January 2022



AGENDA ACTION FORM

Consideration of a Resolution Ratifying an Application for a Tennessee Arts Commission Special Opportunities Grant and if Awarded Authorizing the Mayor or his Designee to Sign Any and All Documents Necessary to Receive the Grant

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

Action Form No.: AF-2-2022
 Work Session: January 18, 2022
 First Reading: N/A

Final Adoption: January 18, 2022
 Staff Work By: Hannah Powell
 Presentation By: M. Borders

Recommendation:

Approve the Resolution

Executive Summary:

At its December 7, 2021 meeting, the board authorized the city to participate in the Arts and Economic Prosperity 6 Study conducted by the Americans for the Arts. The city is eligible to apply for a Special Opportunities Grant through the Tennessee Arts Commission which will reimburse the city a portion of its cost to participate in the Arts and Economic Prosperity study.

If awarded, the grant would reimburse the city \$3,000.00 of the study costs with no local match required.

Since no local match was required and due to the impending deadline to apply for the grant the city's Office of Cultural Arts took the necessary steps to submit the application through the Tennessee Arts Commission's website.

Staff recommends the board ratify the application which was submitted and to authorize the Mayor or his designee to sign any and all documents necessary to receive the grant.

Attachments:

1. Resolution
2. Grant Application

Funding source appropriate and funds are available: *cm*

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

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

RESOLUTION NO. _____

A RESOLUTION TO RATIFY AN APPLICATION FOR A
TENNESSEE ARTS COMMISSION SPECIAL OPPORTUNITIES
GRANT AND IF AWARDED AUTHORIZING THE MAYOR TO
PERFORM ANY AND ALL ACTIONS NECESSARY AND PROPER
TO RECEIVE THE GRANT

WHEREAS, on December 7, 2021 the Board of Mayor and Alderman adopted Resolution No. 2022-116, which authorized the city to participate in the Arts and Economic Prosperity 6 Study conducted by the Americans for the Arts; and

WHEREAS, the Tennessee Arts Commission offers a Special Opportunities Grant which would cover \$3,000 of the cost of the Arts and Economic Prosperity 6 Study with no local match required; and

WHEREAS, due to the impending deadline and the absence of a required local match the city's Office of Cultural Arts submitted an application for the grant on December 22, 2021.

Now therefore,

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

SECTION I. That the application submitted on December 22, 2021, for a Tennessee Arts Commission, Special Opportunities Grant in the amount of \$3,000.00 is ratified, including the execution of the same by an employee of the city.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to take such actions necessary and proper to receive the Special Opportunities Grant from the Tennessee Public Arts Commission be it through execution of a physical document or to electronically sign or certify acceptance of the grant so long as the grant is in a form approved by the city attorney, and the requirements of Article X, Section 10 of the Charter of the City of Kingsport are met, and to take any other actions necessary and proper as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by this resolution.

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

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

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

ADOPTED this the 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Rolling Grant
Special Opportunities FY 2022

City of Kingsport Office of Cultural Arts
R-2112-14769 | \$3,000.00

Kingsport AEP6 Participation Fees

Status: Under Review

If you receive a generic compliance warning and cannot identify missing information, check for REQUIRED DOCUMENTS near the bottom of your application.

▼ APPLICANT PROFILE

*Fiscal Year: 2022
*Grant Category: Special Opportunities
Rolling Grant Sub Category: AEP6
*Is this your first time applying for Commission Funds? No
*Are you applying as: Entity of Government

Organization: City of Kingsport Office of Cultural Arts
Primary Contact: Hannah Powell
Primary Signatory: Patrick Shull

AEP6 Only

Organization Name: City of Kingsport Office of Cultural Arts
Contact Name: Hannah Powell
Contact Email Address: hannahpowell@kingsporttn.gov
Contact Phone Number: 423-392-8416

Physical/Mailing Street Address: 1200 East Center Street
Physical/Mailing City: Kingsport
Physical/Mailing State: Tennessee
Physical/Mailing 9-Digit Zip: 37660-4958

▼ SAVE APPLICATION

After filling out the "Applicant Profile" section, make note of your application number (example: A-1610-01021, A-1611-01101, etc.) and save the application. You may then select the EDIT button at the top of the screen and continue filling out the application.

Save your work frequently! If you leave this page, this application may be found in your grantee portal under the "Draft Applications" link on the navigation menu to your left. You may select your application, click the EDIT button, and continue filling it out.

When you are editing the form, remember to click the "Save" button before navigating away. The form will not auto-save. Fields marked with an asterisk* are required.

▼ PROJECT DESCRIPTION

*Project / Event Title: Kingsport AEP6 Participation Fees
*Funding Description:

Funding partnership of data collection in Sullivan and Hawkins County for the Arts and Economics Prosperity 6 Study.

Date(s) of project/event activity

*Project / Event Start Date: 1/14/2022
*Project / Event End Date: 6/15/2022

***Total Amount Requested for Project / Event:** \$3,000.00

Narrative

SPEC OPS AEP6

1. Please define the geographic area of the region to be studied (i.e., the name of the city or county or counties that should be included).
2. Please list any additional partnering organizations that are committed to helping your organization collect Organizational and Audience Expenditure surveys.
3. Please indicate how often the local partner's primary contact person will meet with volunteers assisting in data collection – weekly, monthly, or quarterly?

*Narrative:

1. The Kingsport Office of Cultural Arts will be collecting data from Sullivan County and Hawkins County, Tennessee.
2. We currently have partnerships established with the Symphony of the Mountains, Kingsport Theater Guild, and the Kingsport Art Guild, and are seeking out partnerships for participation with Archie Campbell Days; Arts Alliance Mountain Empire; Arts Cultural Enrichment Council of Hawkins County; Believe in Bristol; Bellamy Hardware Bluegrass; Birthplace of Country Music; Bristol Ballet; Bristol Rhythm & Roots Reunion; Dobyins-Bennett High School Band; Downtown Kingsport Association; Engage Kingsport Inc; Heritage Association Of Rogersville; Kingsport Ballet; Kingsport Fun Fest; Paramount Center for the Arts; Racks by the Tracks Festival; Rogersville 4th of July; Rogersville Cruise In; Rogersville Heritage Days; Sullivan South Band Boosters; Surgoinsville Riverfront Festival; and Theatre Bristol (Who all previously participated in Economic Prosperity 5).
3. We plan to meet quarterly at this time.

*Number of ADULTS Engaged: 172107

*Number of YOUTH Engaged: 43027

*Total INDIVIDUALS Engaged: 215134

*Number of Artists Participating: 50

% who are children (under 18): 40%

% who are people of color: 10%

% who are living in rural communities or isolated settings: 30%

% who are people with disabilities: 20%

% who are senior citizens (65 and over): 55%

▼ Project Discipline Item Details

*Project Discipline: 14 Multidisciplinary

*Type of Activity: Professional support, administrative - 14

*Strategic Outcome: Choose one item that best describes the primary strategic outcome associated with the project. Livability: American Communities are Strengthened Through the Arts.

*Arts Education: Choose one that describes the project activities for which support is requested. None of this project involves arts education

▼ FINANCIAL INFORMATION - BUDGET

AEP6

Enter the discounted Arts & Economic Prosperity 6 participation fee listed in your local partner contract from Americans for the Arts in 2. Contracted Services. No other expenses are eligible for reimbursement by a Special Opportunities: Arts & Economic Prosperity 6 grant.

Expenses	Explanation	Amount Requested
1. Salaries Benefits and Taxes		

2. Contracted Services		
3. Travel, Conferences & Meetings	Collection of data throughout the two counties.	\$3,000.00
4. Supplies, Telephone, Postage and Shipping, Occupancy, Equipment Rental and Maintenance, Printing and Publications, etc.		
5. Total Amount Requested		\$3,000.00

▼ REQUIRED DOCUMENTS

Document types listed here are required for this application category. To upload documents, click the plus button next to the document type. Then click the "Add Files" button. Browse to the file and click "Open." Click the "Start Upload" button. When the upload is 100% completed, click the 'x' at the top right corner to close the document upload window. Once uploaded, the document will no longer be listed here, AND will appear at the bottom of the application in the "Required Documents" section.

Required Documents

For Individuals Only:

Scan and save a copy of your valid driver's license or voters registration card to your computer. Follow the instructions above to upload your scan. File types accepted include: pdf, jpeg and png.

See Guidelines for Additional Required Documents.

DOCUMENTS

Optional Material Link(s):

ORGANIZATION DOCUMENTS

 FY22 Title VI Training Certification.pdf

Added by Hannah Powell at 1:49 PM on December 7, 2021

 TitleVI_CertificationForm_FY21_3.pdf

2021 Title VI Training Certification

Added by Hannah Powell at 8:30 AM on December 15, 2020

 04- Title VI Policy.pdf

Title VI Complaint Procedures

Added by Hannah Powell at 3:00 PM on December 11, 2019

 36 - Language Assistance Policy.pdf

LEP Policy

Added by Hannah Powell at 3:00 PM on December 11, 2019

 TitleVI_CertificationForm_FY2020.pdf

2020 Title VI Training Certification

Added by Hannah Powell at 2:39 PM on December 11, 2019

 TitleVI_FY19CertificationForm.pdf

2019 Title VI Training Certification

Added by Beth Estep at 9:42 AM on January 9, 2019

ORGANIZATION DOCUMENTS

 AEP5Celebration.JPG

Other Document

Added by Bonnie Macdonald at 10:12 AM on January 15, 2018

 AEP5CelebratesKTG.JPG

Other Document

Added by Bonnie Macdonald at 10:12 AM on January 15, 2018

 AEP5CelebrateOCA_EK.JPG

Other Document

Added by Bonnie Macdonald at 10:12 AM on January 15, 2018

If you have submitted an application before through this online grants system, the organization documents you uploaded with previous requests will display in the "Organization Documents" section above. When submitting a new application, verify that the organization documents uploaded are the most recent versions. If not, please include the most recent versions before submitting. Do not delete prior versions.

▼ ORGANIZATION INFORMATION

TO ALL APPLICANTS

As part of the application submission process, we require you to complete your organization profile as well as your application. The organization information below is from your organization profile. If any information is incorrect, please modify your organization profile.

Website: www.engagekingsport.com

Phone: 423-392-8416

Voice/TDD:

Applicant Status: 08 Government - Municipal

Applicant Institution: 15 Arts Center

Applicant Discipline: 14 Multidisciplinary

Accessibility Coordinator Name: George DeCroes

Title: Director of Human Resources

Email Address: ADAcontact@KingsportTN.gov

Federal 9-Digit EIN (Organization): 62-6000323

DUNS Number (Organization): 079027579

Organizational Fiscal Year End Date (Organization): June 30

Physical/Mailing Street Address: 1200 East Center Street

Physical/Mailing City: Kingsport

Physical/Mailing State: Tennessee

Physical/Mailing 9-Digit Zip: 37660-4958

Physical/Mailing County: Sullivan

US House Congressional District Number: 1st

Tennessee Senate District Number: 4

Tennessee House District Number: 2

Mission Statement: The Office of Cultural Arts is dedicated to cultivating cultural assets and promoting them as vehicles for economic and community development.

Underserved Statement: The Office of Cultural Arts actively seeks to engage those members of our community who are underserved. We provide art instruction at free or little cost to youth of our area through strategic partnerships with organizations who serve those communities. We give tours of the Sculpture Walk and visits to the Carousel and Carving Studio to students in our Title I schools. We encourage and make accommodations for visits to the Carousel and Carving Studio to people with disabilities and special needs classes.

Arts Advocacy Statement: The Arts are essential to a well rounded and fully developed community and personal life. The arts are included as the apex of the Hierarchy of Needs as listed in the State of the City and ONEKingsport Strategic Planning document. The Office of Cultural Arts seeks to encourage participation in creative activities as well as act as a resource to organizations seeking to enhance their contribution to our community.

Specialty License Plate & Gift-A-Tag Voucher Program Statement: Gift a Tag fliers are included in all purchase at the Carousel Gift Shop and Art in the Heart Gallery. All Staff and Board of Directors are encouraged to purchase specialty license plates. Door Prizes at sponsored concerts regularly include a Gift-A-Tag voucher purchased by OCA so that a lucky audience member can upgrade their existing tag to a specialty. During the holiday season, social media sponsored posts include the suggestion that a great gift would be a specialty license plate voucher.

Board Information

For 501(c)(3) organizations only: using the organization's current list of governing board of directors submitted with this application, supply the correct information.

Organization Demographic: White
 Number of individuals serving on the board: 7
 Length of board member term (in years): 3
 Maximum number of consecutive terms:
 Number of times per year the full board meets: 12
 Demographic Information

TN County: Sullivan

Children (Under 18)	21%
People Living In Rural or Isolated Settings	26%
People Living with Disabilities	20%
People of Color	4%
Senior Citizen	19%

Board of Directors

Children (Under 18)	
People Living In Rural or Isolated Settings	
People Living with Disabilities	28%
People of Color	
Senior Citizen	43%

Organization Staff

Children (Under 18)	
People Living In Rural or Isolated Settings	25%
People Living with Disabilities	25%
People of Color	
Senior Citizen	25%

▼ CONTACT INFORMATION

TO ALL APPLICANTS

As part of the application submission process, we require you to complete your People Profile as well as your application. The contact information below is from your People Profile. If any information is incorrect, please modify your People Profile, found on the left-hand menu under Users.

Contact Title: Office of Cultural Arts Program Coordinator
 Contact Name: Hannah Powell
 Contact Email Address: hannahpowell@kingsporttn.gov
 Contact Phone Number: 423-392-8416
 Contact Home Number:

▼ ASSURANCES

The Applicant Assures the Commission that:

1. The activities and services for which assistance is sought will be administered by or under the supervision of the applicant.
2. The filing of this application has been duly authorized by the applicant.
3. The applicant will expend funds received as a result of this application solely for the described project or program.

By signing this application, the Applicant hereby assures and certifies that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213) and, where applicable, Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) as well as all regulations of the National Endowment for the Arts issued pursuant to these statutes and that it immediately will take any measures necessary to comply.

Organizations: Applications from organizations will not be accepted without two certifications below. Certifications cannot be from the same person.

Individuals: Applications only need to be certified in the section titled "Individual or "Project Director for Organization must certify here."

Chief Authorizing Official For Organization must certify here:

*Name and Title: Patrick W. Shull, Mayor-Kingsport

Entering my name and title and clicking the "I certify" checkbox constitutes my signature acknowledging my awareness of the above assurances and my commitment to implement this project in accordance with them.

*I certify: Yes

Individual or Project Director for Organization must certify here:

Name and Title (if applicable): Hannah M. Powell, Kingsport Office of Cultural Arts Program
Coordinator

Entering my name and title and clicking the "I certify" checkbox constitutes my signature acknowledging my awareness of the above assurances and my commitment to implement this project in accordance with them.

*I certify: Yes

Note: If this application is being submitted by an organization acting as a fiscal agent for another organization, the Chief Authorizing Official and Project Director of the organization acting as fiscal agent and holding the not-for-profit letter of determination must sign this application.



AGENDA ACTION FORM

Consideration of a Resolution Ratifying an Application for a Tennessee Arts Commission Partnership Support Grant and Authorizing the Mayor to Perform Any and All Actions Necessary and Proper to Receive the Grant

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

Action Form No.: AF-3-2022
 Work Session: January 18, 2022
 First Reading: N/A

Final Adoption: January 18, 2022
 Staff Work By: Hannah M. Powell
 Presentation By: M. Borders

Recommendation:

Approve the Resolution

Executive Summary:

This is an annual partnership grant that the Office of Cultural Arts traditionally applies for and receives each year from the Tennessee Arts Commission. The grant request is for \$32,000.00, the maximum amount the Office of Cultural Arts can apply for. The match requirement for this grant is met through the Office of Cultural Arts operating budget. This grant allows the Office of Cultural Arts to offer programs such as the iron pour, traffic boxes, murals, and the sculpture walk.

The city has applied for and received this grant the last two (2) years.

The deadline to apply for the grant was Monday January 10, 2022 and in order to be eligible to receive the grant the Office of Cultural Arts submitted an application on January 10, 2022.

The accompanying resolution ratifies the grant application and authorizes the Mayor to perform any and all actions necessary and proper to receive the grant.

Attachments:

1. Resolution
2. Grant application

Funding source appropriate and funds are available: *gm*

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

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

RESOLUTION NO. _____

A RESOLUTION TO RATIFY AN APPLICATION FOR A
TENNESSEE ARTS COMMISSION PARTNERSHIP SUPPORT
GRANT AND AUTHORIZING THE MAYOR TO PERFORM ANY
AND ALL ACTIONS NECESSARY AND PROPER TO RECEIVE
THE GRANT

WHEREAS, the Tennessee Arts Commission offers Partnership Support Grants to governmental units that are local arts agencies; and

WHEREAS, based on the edibility criteria set by the Tennessee Arts Commission the city is eligible for up to \$32,000 in grant funding which is based on the available funds in the Office of Cultural Arts' operating budget; and

WHEREAS, if awarded, these grant funds will support program offerings such as the iron pour, murals, and the sculpture walk; and

WHEREAS, in order to be eligible to receive this funding the Office of Cultural Arts submitted an application on January 10, 2022 which was the deadline to apply.

Now therefore,

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

SECTION I. That the application submitted on January 10, 2022, for a Tennessee Arts Commission, Special Opportunities Grant in the amount of \$3,000.00 is ratified, including the electronic certification of the same by the mayor and Office of Cultural Arts.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to take such actions necessary and proper to receive the Partnership Support Grant from the Tennessee Public Arts Commission be it through execution of a physical document or to electronically sign or certify acceptance of the grant so long as the grant is in a form approved by the city attorney, and the requirements of Article X, Section 10 of the Charter of the City of Kingsport are met, and to take any other actions necessary and proper as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by this resolution.

SECTION III. That the mayor is authorized and directed to execute any and all documents be they in physical or electronic formant to obtain the grant including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**Annual Grant
Partnership Support FY 2023**

City of Kingsport Office of Cultural Arts
A-2112-14747 | \$32,000.00

Annual Partnership Support

Status: Application

Application NOT submitted

This application has not been submitted.

Please fill out the application in it's entirety. Check that all sections are completed. Save often and then click Submit. After you press save and submit, refresh your browser and check this box to see if your application was successfully submitted. If you continue to see this red box, your application has not been submitted.

If you receive a generic compliance warning and cannot identify missing information, check for **REQUIRED DOCUMENTS** near the bottom of your application.

▼ **APPLICANT PROFILE**

When you are editing the form, remember to click the Save button before navigating away—the form will not auto-save.

Fields marked with an asterisk* are required.

*Fiscal Year: 2023
Grant Category: Partnership Support
*Is this your first time applying for Commission Funds? No
*Are you applying as: Entity of Government

Organization Name: City of Kingsport Office of Cultural Arts
Primary Contact: Hannah Powell
Primary Signatory: Patrick Shull

▼ **SAVE APPLICATION**

After filling out the "Applicant Profile" section, make note of your application number (example: A-1610-01021, A-1611-01101, etc.) and save the application. You may then select the EDIT button at the top of the screen and continue filling out the application.

Save your work frequently! If you leave this page, this application may be found in your grantee portal under the "Draft Applications" link on the navigation menu to your left. You may select your application, click the EDIT button, and continue filling it out.

When you are editing the form, remember to click the "Save" button before navigating away. The form will not auto-save. Fields marked with an asterisk* are required.

▼ **PROJECT/PROGRAM DESCRIPTION**

*Project Title: Annual Partnership Support
*Funding Description:

General Operating support for the Kingsport Office of Cultural Arts which manages cultural spaces, public art, and provides creative programming for the City of Kingsport.

Date(s) of Project Activity (must be between July 1, 2022 and June 15, 2023)

*Project Start Date: 7/1/2022

*Project End Date: 6/30/2023
 *Number of days the project activity will occur: 365
 *Estimated Number of Adults Engaged: 65170
 *Estimated Number of Youth Engaged: 43446
 *Estimated Number of Total Individuals Engaged: 108616

Media organization or media based project?

*Estimated Number of Artists Participating: 50

% who are children (under 18): 40%
 % who are people of color: 15%
 % who are living in rural communities or isolated settings: 30%
 % who are people with disabilities: 20%
 % who are senior citizens (65 and over): 55%

Proposed Project Accessibility Statement

The Commission is committed to providing access to the arts for traditionally underserved artists and constituents, including people of color, people with disabilities, children, people living in rural communities or isolated settings, and senior citizens. In the space provided, indicate efforts made by your organization to include underserved artists and audiences in your proposed project/programming.

:

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1991, the City of Kingsport will not discriminate against individuals with disabilities on the basis of disability in the city's services, programs, or activities.

See full statement here: <https://www.kingsporttn.gov/city-of-kingsport-accessibility-statement/>

The Office of Cultural Art takes care when programming to address our underserved constituents. The City of Kingsport has programmed to support diversity through the presentation of specific exhibits and through work with minority and international organizations. Past programming has included artist residencies in the school environment. All programs can be accommodated for the deaf or hard of hearing and those with mobility challenges.

▼ Project Discipline Item Details

*Project Discipline: 14 Multidisciplinary
 *Type of Activity: Institution/organization support - 11
 *Strategic Outcome: Livability: American Communities are Strengthened Through the Arts.
 *Arts Education: 50% or more of this project's activities are arts education directed to: adult learners (including teachers and artists)

NARRATIVE INFORMATION

***ACTIVITIES**

Explain all activities for the fiscal year for which funding is requested. Include information about planning procedures and accessibility. What goals do you wish to accomplish? You will be asked to report outcomes if awarded funding.

Activities Narrative:

The Office of Cultural Arts manages Cultural Spaces, the city's Public Art Program, and provides Community Engagement and Economic Development through the arts.

Cultural Spaces – The Office of Cultural Arts manages the Renaissance Center, the Farmers Market, and the Kingsport Carousel. The OCA collaborates with multiple community organizations and partners to bring programs to the city of Kingsport.

Renaissance Center is a three story, multi-use community center that is home to the Kingsport Senior Center as well as the Kingsport Art Guild, Kingsport Theatre Guild, Suzuki Talent Education Association, and Symphony of the Mountains. The Renaissance Center also has a gallery, and theater. The Renaissance Center has several meeting rooms available to the public at a low cost for business or birthday rentals. The Renaissance Theatre is home to the Kingsport Theatre Guild who usually provide 8 community productions each year. The theatre features 245 seats with theatrical lighting/fly space and two ample green rooms with bathrooms.

Annually, OCA presents programs for the public such as the Tri-Cities Civil War Round Table presentations during Fun Fest, Tuba Christmas, and more. Since 1980 the Kingsport Office of Cultural Arts also presents 'Christmas

Connection', a holiday arts and crafts show featuring 65 local and regional artists and providing them an audience of over 3,000 individuals over a 2 day show. In 2020, OCA hosted a banner exhibit entitled "Black in Appalachia," a partnership between East Tennessee PBS and the Kingsport Archives. In 2021-2022, the OCA would like to develop more security to host more traveling exhibits in the Renaissance Center. In 2022, OCA will again host the archival banner exhibit "Black in Appalachia" in City Hall.

The **Farmers Market** is a 9,500 sq ft clerestory building of the former Kingsport Press that is actively used by local and regional farmers May- October on Wednesday and Saturdays. The City of Kingsport programs music, cooking demonstrations, and festivals on Saturdays from June through October. The Farmers Market is also available for rental to the public.

The **Kingsport Carousel** is a 1956 vintage Herschel Carousel that was opened to the public in 2015 after 300 volunteers (and 700 sponsors) came together to hand-carve and hand paint 32 carousel animals and 2 chariots as well as many other details to create a one-of-a-kind amusement ride. Over 327,000 riders from all over the world have enjoyed the carousel to date. Birthdays and Special Events can be scheduled at the Carousel. In 2019 and 2020 Kingsport Times-News readers' poll, the Carousel was voted the #1 location for birthday parties in Kingsport. The Office of Cultural Arts also produces programming at the Carousel and the adjacent Carousel Studio including art classes and annually hosts a festival for the Carousel's Birthday in July each year.

In 2006, the Board of Mayor and Aldermen of the City of Kingsport approved an ordinance for establishing a Public Art Program including a percent for art (.75% of a capital improvement project up to a maximum of \$75,000 per project) and establishing an appointed Committee – the Public Art Committee that advises the Board of Mayor and Aldermen on public art and advocates for art in the Kingsport community.

The first project of the Public Art Committee was to host an 11 month exhibition of sculpture in 2007. The **Sculpture Walk** was very successful. The private sector also responded to the Sculpture Walk and in the first year over \$50,000 was gifted to the City of Kingsport to purchase 4 pieces from the Sculpture Walk. This began the City of Kingsport's permanent public art collection. The Sculpture Walk has continued annually through 2020 hosting a total of over 90 different artists from all over the US. The tradition of purchasing art found in an exhibit has continued and to date the City of Kingsport has over 16 pieces of sculpture that were purchased through the Sculpture Walk Exhibition. One goal of the Office of Cultural Arts is to establish permanent concrete pads for the outdoor exhibit throughout the city so that the department can more easily change out the exhibit. In 2022-2023, concrete pads are expected to be poured on newly renovated Main Street.

Since the initial approval of Percent for Art, public art has been added to The Center for Higher Education, the Municipal Parking Garage, VO Dobbins, Sr. Community Center, The Aquatic Center, The Kingsport Public Library, Meadowview Conference Center, and the Greenbelt. With the new City Hall opening in 2021, OCA has featured art from local artists, in addition to sculpture in and around the facility.

Art in Public Places – Since 2007, OCA has regularly scheduled artists in public places. City Hall Lobby is a key area for reaching all kinds of people – many of whom will not frequent an art gallery. Art is hung for a minimum of two months and is selected through application process with OCA. Artists are selected from an open call, juried by the staff of the Office of Cultural Arts and presented without fee. Likewise, the Renaissance Center Hallways, City Hall, Renaissance Center Atrium Gallery are regularly programmed with art from the community. Artwork can be purchased without commission from any public gallery.

More recently, OCA has claimed additional non-traditional spaces for art. Outdoor large format vinyl murals make a significant statement. In early 2019, OCA installed *Silent Skies* in partnership with Artists for Conservation. Local Kingsport artist Suzanne Barrett Justis had contributed 3 portraits for the mural. In September, 2019, OCA organized a talk by Suzanne Barrett Justis and ornithologist Dr. Fred Alsop from East Tennessee State University presented "Where Art Meets Science" in front of the mural. Fifty residence attended the event. When the vinyl mural came down, OCA collaborated with local businesses to create materials that could help raise funds for the conservation of birds. In October, 2019, a new mural—an illustrated map of Kingsport designed by the graphic artists at Hillhouse Creative—was installed. The Office of Cultural Arts then organized another presentation to coincide with the map, where retired City Manager, Jeff Fleming, presented a talk about the history of Kingsport and its neighborhoods. The event had 16 in the cold of December, including elementary children who asked multiple questions about the historic landmarks of the city. In 2021, OCA is partnered with Bays Mountain Park to help celebrate their 50th Anniversary. A 20x55 foot banner was placed on the side of the State Theater and feature local photographers' work. In 2022, OCA is partnering with the Chamber of Commerce to feature children's artwork on the same site, and the theme is "Diversity through Little Eyes."

In 2021, OCA worked with the Kingsport Parks and Recreation Department to add murals to the Kingsport Greenbelt with art that helps decorate overpasses along the pathway. OCA has worked with Kingsport City School system to feature student art on older traffic boxes around Dobyns Bennet High School, in the heart of Kingsport, in order to help promote the arts not only for the public, but for upcoming student artists as well. The goal now is to feature some archival photographs on additional traffic boxes around town in 2022.

Community Engagement and Economic Development through the Arts –

The Carousel Studio (located upstairs at the Carousel) continues the hand-made tradition of the Carousel by offering art and crafting classes. In 2021-2022, the OCA plans to work with more local artists who can teach both young and adult students. OCA has also worked with the local Inventor Center as a class and programming location.

Office of Cultural Arts has also nurtured several start-up businesses. In March 2019, the Board of Mayor and Aldermen asked Engage Kingsport and the Office of Cultural Arts to nurture a new effort to establish a Maker space. With grant funding from the City of Kingsport over \$190,000 have been invested in the renovation of a city building and \$80,000 worth of tools for a wood working shop/metal shop and 3-d printer/computer lab. The makerspace called 'The Inventor Center' opened to the public in 2019, and was handed over to the Model City Makers for management. OCA continues to partner with the Inventor Center with their programming. 2022 will bring another public Iron Pour in collaboration with the Inventor Center. OCA staff teaches multiple scratch mold classes for the public leading up to the event, then the Iron Pour is a public demonstration filling the molds, outdoors at the Inventor Center facility.

In 2022-2023, OCA would like to return to working with the local city Fire Department to build a partnership with the schools through student artwork. This was a program originally intended in 2020, but postponed due to Covid. OCA has an excellent relationship with the Chamber, which allows for many collaborations for programs with both tourists and businesses alike.

***PARTNERSHIPS**

Describe how your organization utilizes public and private partnerships and the value of these partnerships to the community.

Partnerships Narrative:

Resident arts groups of the Renaissance Center include Symphony of the Mountains, Kingsport Art Guild, Kingsport Theatre Guild and Suzuki Talent Education of Appalachia. All of these organizations produce their own programs and collaborate with the Office of Cultural Arts for use of the building. The staff of the Office of Cultural Arts serves to connect the community at large with these arts organizations and other creative activities of the city, including other arts organizations such as Kingsport Ballet and non-arts organizations such as the Kingsport Chamber of Commerce.

OCA staff works in tandem with Engage Kingsport, a private non-profit organization, to reach out into the community and activate participation in the arts. Engage Kingsport is governed by an active board of directors and serves to facilitate the efforts of OCA and provide advocacy for the arts in the Kingsport Community.

2018 through 2021, in partnership with the City's Storm Water Department, local artists were selected to paint storm drains in the Downtown Kingsport. These whimsical installations encourage the understanding of keeping debris out of storm water drains which flow directly to rivers and can have a profound impact on the environment.

The Office of Cultural Arts works closely with Downtown Kingsport Association and the Kingsport Chamber of Commerce to provide public art and cultural programming in the central business area. This includes the annual Sculpture Walk. A minimum of 4 outdoor contemporary sculptures are selected through an open call by a contracted juror to be exhibited in Downtown Kingsport.

OCA works across municipal boundaries as opportunities present and has partnered with the Mary B. Martin School of Arts (Johnson City) and Birthplace of Country Music (Bristol) to access and present programming in our region. In 2019, staff visited the William King Museum in Abingdon, VA, and worked with Betsy White to research ways to bring traveling exhibits to the Renaissance Center in the future.

OCA works closely with the Inventor Center, assisting in programming and collaborating on projects. 2022 will bring classes, workshops, and an Iron Pour.

OCA has worked with Scouting BSA in 2019 to help scouts fulfill art education and Eagle Scout projects. Eagle Scout, Sam Tallent, learned about city government, presenting to the Public Art Committee, designed a mural and recruited his fellow scouts to create the artwork in collaboration with OCA and the Downtown Kingsport Association. Cub Scouts visited the Renaissance Center for their Art Explosion requirements, learned about art in the gallery through an educational program, and then were able to create their own artwork.

In 2020, OCA partnered with the Kingsport Archives to show the Black in Appalachia exhibit at the Renaissance Center. In 2021, OCA collaborated with the Kingsport City Schools, specifically with the art teachers, to promote students' work as public art for the traffic boxes. "Black in Appalachia" from the Archives will be on exhibit at the Kingsport City Hall starting in January 2022.

OCA plans to collaborate again with the Parks and Recreation Department for the sculpture walk in local parks, along with the Fire Department and Kingsport City Schools for a partnership in 2022-23.

***COMMUNITY SERVED**

Describe the community that your organization serves.

Community Served Narrative:

Kingsport serves a rural population in Appalachia that includes people that live in Hawkins and Hancock counties, and also nearby Virginia counties such as Scott, Lee, Wise and Russell. There is a long-standing tradition of these southwest Virginia populations coming to Kingsport for retail and entertainment. Kingsport has a population of just over 50,000 and was founded as a modern industrial community. Industry continues to dominate the landscape but there is a new understanding of the creative and educational resources of the employees of this industry and a desire to harness those resources to develop new products or businesses through entrepreneurial pathways.

The county and region lacks diversity with almost 90% population self-identified as white. Median household income is less than the state average and 5 of 6 elementary schools and 1 of 2 middle schools qualify for federal funding under the Title I definition for disadvantaged students.

The goal of the Office of Cultural Arts is not only to promote our own creative community, but also to enrich the industrial town with cultural arts from all over the United States. Many of the programs are specifically designed to provide access to diversity in thought and experience that might not otherwise be available.

***EVALUATION**

Explain how you will evaluate the success of the project or program(s) for which you are requesting funds and the value it adds to the community being served. Be Specific. You will be asked to report on the outcomes if awarded funding.

Evaluation Narrative:

Any program of the Office of Cultural Arts begins with citizen input. This input can come informally through a direct request from the public or through a survey initiated by the Office of Cultural Arts. All programs are reviewed periodically or after an event. Attendance and Financial information are key indicators of success. Participant enrichment or experience is also key. A questionnaire is prepared before the event and administered at or after the event to assess participant experience. Engage Kingsport and the Public Art Committee – both organizations who assist the Office of Cultural Arts review programming of other cities and communities and provide input on initiating new programs. Public Art was included in the general city community survey late in 2021, we are awaiting the survey results. OCA would also like to do a Public Art Master Plan, contracted out and in collaboration with the community in order to strengthen the arts and funding moving forward.

Guest books have been added to exhibits in order to receive feedback from our community visitors.

Tennessee Arts Commission

Direct feedback is always greatly appreciated. Some of the highest praise we received in 2020 was OCA continuing the Christmas Connection Craft Festival that allowed the small craft businesses to make sales under the guidelines of the CDC, SCRHD, and Governor of Tennessee. The Black in Appalachia exhibition also receives praise from visitors, encouraging research into more traveling and diverse exhibits. In 2021, classes were filled and direct feedback is encouraged from attendees. Everyone interviewed was happy to be participating and would like to see more classes in the future.

Our attendance is measured in counts at events and estimates (according to timed counts on random days and times.)

▼ FINANCIAL INFORMATION

▼ THREE-YEAR CASH OPERATING BUDGET HISTORY

Year 1: Fiscal Year 2021
 (Most Recently Completed Fiscal Year)

Cash Only	
Expenses:	\$234,516.00
Revenues:	\$234,516.00

Year 2: Fiscal Year 2022
 (Current Fiscal Year)

Cash Only	
Expenses:	\$325,000.00
Revenues:	\$325,000.00

Year 3: Fiscal Year 2023
 (Projected Fiscal Year)

Cash Only	
Expenses:	\$355,225.00
Revenues:	\$355,225.00

Variation Explanation

Explain any variation of 10% or more between the current fiscal year and your most recently completed fiscal year.

:

Deficit Explanation

If last fiscal year expenses are greater than income, provide an explanation of: (a) How the shortfall was covered?
 (b) What caused the shortfall and your organization's efforts to prevent its recurrence?

:

▼ PROJECTED PROJECT EXPENSES

***Amount of Your Grant Request:** \$32,000.00

	Commission Funds Requested	Applicant Cash Participation
1. Salaries, Benefits & Taxes		\$198,300.00
2. Professional Fee, Grant & Award	\$32,000.00	\$32,600.00
3. Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications		\$92,325.00
4. Travel, Conferences & Meetings		
5. Insurance (Not allowed under Commission Funds)		
6. Other Non-Personnel Invest		
7. Capital Purchase (only when allowable)		
8. Indirect Cost (only when allowable)		
9. In-Kind Expense (only when allowable)		

Tennessee Arts Commission

	Commission Funds Requested	Applicant Cash Participation
10. Total Cash Expenses	\$32,000.00	\$323,225.00

In the text box below, enter an explanation for any expenses you listed on a line item either in the "Applicant Cash Participation" or "Commission Funds Requested" columns above. For APS, RAPS, AE-CL, AE-TT, AA, CP, and Pathways Only: Please provide hourly or daily rate breakdown for Contracted Personnel. See Expense and Income Definitions in the Document Library for reference.

Explanation(s):

***Verify the total Project Cash Expenses:** \$355,225.00

Enter the amount of your total project cash expenses. This number should equal the sum of the total "Applicant Cash Participation" and the total "Commission Funds Requested" amounts from line 10 in the table above.

▼ PROJECTED PROJECT INCOME

	Amount
11. Earned Income - Admissions	
12. Earned Income - Contract Services	
13. Earned Income - Other	
14. Contributions - Corporate	
15. Contributions - Foundation	
16. Contributions - Individual Other Private	
17. Government Support - Federal	
18. Government Support - State/Regional (Exclude this request)	\$323,225.00
19. Government Support - City/County	
20. Existing Funds	
21. Other	
22. Total Applicant Cash Income	\$323,225.00

In the text box below, enter an explanation for any income you listed above. See Expense and Income Definitions in the Document Library for reference.

Explanation:

This number should equal the total from line 22 above

***Verify the total Applicant Cash Income** \$323,225.00
above:

+ Amount Requested: \$32,000.00

The Amount Requested will prepopulate from above data after you save your application

Total Projected Project Income below should equal Total Applicant Cash Income + Amount Requested

***Total Projected Project Income:** \$355,225.00

▼ In-Kind Contributions

In-Kind Contribution Total: \$0.00

In-Kind Contribution Summary:

▼ REQUIRED DOCUMENTS

Document types listed here are required for this application category. To upload documents, click the plus button next to the document type. Then click the "Add Files" button. Browse to the file and click "Open." Click the "Start Upload" button. When the upload is 100% completed, click the 'x' at the top right corner to close the document upload window. Once uploaded, the document will no longer be listed here, AND will appear at the bottom of the application in the "Required Documents" section.

Required Documents

DOCUMENTS

 capture_website_tagsPage.png
Proof of Specialty License Plate

Added by Hannah Powell at 8:42 AM on January 6, 2022

 Capture.May6.20.PNG
Proof of Specialty License Plate

Added by Hannah Powell at 8:42 AM on January 6, 2022

 Capture.kc.May12.20.PNG
Proof of Specialty License Plate

Added by Hannah Powell at 8:42 AM on January 6, 2022

 ArtsTable 2019.jpg
Proof of Specialty License Plate

Added by Hannah Powell at 8:42 AM on January 6, 2022

 Back the Arts.jpg
Proof of Specialty License Plate


Added by Hannah Powell at 8:42 AM on January 6, 2022

 Arts flyers.jpg
Proof of Specialty License Plate


Added by Hannah Powell at 8:42 AM on January 6, 2022

 20220105_123244.jpg
Proof of Specialty License Plate

Added by Hannah Powell at 8:42 AM on January 6, 2022

 20220105_123235.jpg
Proof of Specialty License Plate

Added by Hannah Powell at 8:42 AM on January 6, 2022

 20210611_090022.jpg
Proof of Specialty License Plate

Added by Hannah Powell at 8:42 AM on January 6, 2022

 Audit response 1.3.22.pdf
Audit Response

Added by Hannah Powell at 8:54 AM on January 3, 2022

 Arts and Economic Prosperity 6 contract.pdf
Proof of Arts Advocacy


Added by Hannah Powell at 9:43 AM on December 22, 2021

 Kingsport Office of Cultural Arts Long Range Plan.docx
Long Range Plan / Strategic Plan

Added by Hannah Powell at 9:36 AM on December 22, 2021

 Public Art Committee.docx
Board of Directors

Added by Hannah Powell at 8:37 AM on December 22, 2021

 FY-2021-2022-Adopted-Budget.pdf
Financial Audit and Management Letter Annual

Added by Hannah Powell at 2:32 PM on December 21, 2021

DOCUMENTS

 List of KeyStaff (1).doc
Bios & Job Descriptions

Added by Hannah Powell at 12:34 PM on December 13, 2021

Optional Material Link(s):

ORGANIZATION DOCUMENTS

 FY22 Title VI Training Certification.pdf
2022 Title VI Training Certification

Added by Hannah Powell at 1:49 PM on December 7, 2021

 TitleVI_CertificationForm_FY21_3.pdf
2021 Title VI Training Certification

Added by Hannah Powell at 8:30 AM on December 15, 2020

 04- Title VI Policy.pdf
Title VI Complaint Procedures

Added by Hannah Powell at 3:00 PM on December 11, 2019

 36 - Language Assistance Policy.pdf
LEP Policy

Added by Hannah Powell at 3:00 PM on December 11, 2019

 TitleVI_CertificationForm_FY2020.pdf
2020 Title VI Training Certification

Added by Hannah Powell at 2:39 PM on December 11, 2019

 TitleVI_FY19CertificationForm.pdf
2019 Title VI Training Certification

Added by Beth Estep at 9:42 AM on January 9, 2019

 AEP5Celebration.JPG
Other Document

Added by Bonnie Macdonald at 10:12 AM on January 15, 2018

 AEP5CelebratesKTG.JPG
Other Document

Added by Bonnie Macdonald at 10:12 AM on January 15, 2018

 AEP5CelebrateOCA.EK.JPG
Other Document

Added by Bonnie Macdonald at 10:12 AM on January 15, 2018

If you have submitted an application before through this online grants system, the organization documents you uploaded with previous requests will display in the "Organization Documents" section above. When submitting a new application, verify that the organization documents uploaded are the most recent versions. If not, please include the most recent versions before submitting. Do not delete prior versions.

▼ ORGANIZATION INFORMATION

TO ALL APPLICANTS

As part of the application submission process, we require you to complete your organization profile as well as your application. The organization information below is from your organization profile. If any information is incorrect, please modify your organization profile.

Website: www.engagekingsport.com

Phone: 423-392-8416

Voice/TDD:

Applicant Status: 08 Government - Municipal
Applicant Institution: 15 Arts Center
Applicant Discipline: 14 Multidisciplinary

Accessibility Coordinator Name: George DeCrocs
Title: Director of Human Resources
Email Address: ADAcontact@KingsportTN.gov

Federal 9-Digit EIN (Organization): 62-6000323
DUNS Number (Organization): 079027579
Organizational Fiscal Year End Date (Organization): June 30

Physical/Mailing Street Address: 1200 East Center Street
Physical/Mailing City: Kingsport
Physical/Mailing State: Tennessee
Physical/Mailing 9-Digit Zip: 37660-4958
Physical/Mailing County: Sullivan

US House Congressional District Number: 1st
Tennessee Senate District Number: 4
Tennessee House District Number: 2

Mission Statement: The Office of Cultural Arts is dedicated to cultivating cultural assets and promoting them as vehicles for economic and community development.

Underserved Statement: The Office of Cultural Arts actively seeks to engage those members of our community who are underserved. We provide art instruction at free or little cost to youth of our area through strategic partnerships with organizations who serve those communities. We give tours of the Sculpture Walk and visits to the Carousel and Carving Studio to students in our Title I schools. We encourage and make accommodations for visits to the Carousel and Carving Studio to people with disabilities and special needs classes.

Arts Advocacy Statement: The Arts are essential to a well rounded and fully developed community and personal life. The arts are included as the apex of the Hierarchy of Needs as listed in the State of the City and ONEKingsport Strategic Planning document. The Office of Cultural Arts seeks to encourage participation in creative activities as well as act as a resource to organizations seeking to enhance their contribution to our community.

Specialty License Plate & Gift-A-Tag Voucher Program Statement: Gift a Tag fliers are included in all purchase at the Carousel Gift Shop and Art in the Heart Gallery. All Staff and Board of Directors are encouraged to purchase specialty license plates. Door Prizes at sponsored concerts regularly include a Gift-A-Tag voucher purchased by OCA so that a lucky audience member can upgrade their existing tag to a specialty. During the holiday season, social media sponsored posts include the suggestion that a great gift would be a specialty license plate voucher.

Board Information

For 501(c)(3) organizations only: using the organization's current list of governing board of directors submitted with this application, supply the correct information.

Organization Demographic: White
Number of individuals serving on the board: 7
Length of board member term (in years): 3
Maximum number of consecutive terms:
Number of times per year the full board meets: 12
Demographic Information

TN County: Sullivan

Children (Under 18)	21%
People Living In Rural or Isolated Settings	26%
People Living with Disabilities	20%
People of Color	4%
Senior Citizen	19%

Board of Directors

Children (Under 18)	
People Living In Rural or Isolated Settings	
People Living with Disabilities	28%
People of Color	
Senior Citizen	43%

Organization Staff

Children (Under 18)	
People Living In Rural or Isolated Settings	25%
People Living with Disabilities	25%
People of Color	

▼ CONTACT INFORMATION

TO ALL APPLICANTS

As part of the application submission process, we require you to complete your People Profile as well as your application. The contact information below is from your People Profile. If any information is incorrect, please modify your People Profile, found on the left-hand menu under Users.

Contact Title: Office of Cultural Arts Program Coordinator
Contact Name: Hannah Powell
Contact Email Address: hannahpowell@kingsporttn.gov
Contact Phone Number: 423-392-8416
Contact Home Number:

▼ ASSURANCES

The applicant assures the Commission that:

1. The activities and services for which assistance is sought will be administered by or under the supervision of the applicant.
2. The filing of this application has been duly authorized by the applicant.
3. The applicant will expend funds received as a result of this application solely for the described project or program.

By signing this application, the applicant hereby assures and certifies that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213) and, where applicable, Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); as well as all regulations of the National Endowment for the Arts issued pursuant to these statutes and that it immediately will take any measures necessary to comply.

Application will not be accepted without TWO original signatures. Signatures cannot be from the same person.

Chief Authorizing Official (Chair or President of the Board)

*Name and Title: Patrick Shull, Mayor of Kingsport

Entering my name and title and clicking the "I certify" checkbox constitutes my signature acknowledging my awareness of the above assurances and my commitment to implement this project in accordance with them.

*I certify: Yes

Project/Program Director

*Name and Title: Hannah M. Powell, Kingsport Office of Cultural Arts Program
Coordinator

Entering my name and title and clicking the "I certify" checkbox constitutes my signature acknowledging my awareness of the above assurances and my commitment to implement this project in accordance with them.

*I certify: Yes

Note: If this application is being submitted by an organization acting as a fiscal agent for another organization, the Chief Authorizing Official and Project Director of the organization acting as fiscal agent and holding the not-for-profit letter of determination must sign this application.



AGENDA ACTION FORM

Consideration of a Resolution to Enter into an Agreement with the Tennessee Main Street Program

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

Action Form No.: AF-13-2022
 Work Session: January 18, 2022
 First Reading: N/A

Final Adoption: January 18, 2022
 Staff Work By: Committee
 Presentation By: C. McCartt

Recommendation:

Approve the Resolution

Executive Summary:

The City of Kingsport is a long standing member of the Tennessee Main Street Program. Through this membership the city, and the downtown businesses, enjoy a variety of benefits such as training and promotional activities, technical assistance, use of the Tennessee Main Street Program name and logo, economic development opportunities, and the opportunity to seek annual accreditation from the National Main Street Center.

Approval of this resolution will authorize the Mayor to sign a letter of agreement for program policies and services through the Tennessee Main Street Program.

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: *Jm*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE MAIN STREET PROGRAM, A PROGRAM OF THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND A COORDINATING PARTNER OF THE NATIONAL MAIN STREET CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city has been a long standing member of the Tennessee Main Street Program; and

WHEREAS, this membership affords the city and downtown businesses a variety of benefits which include training and promotional activities, technical assistance, use of the Tennessee Main Street Program name and logo, economic development opportunities and the opportunity to seek annual accreditation from the National Main Street Center; and

WHEREAS, in order for the city to continue its enjoyment of these benefits a Letter of Agreement must be entered into with the Tennessee Main Street Program, for program policies and services.

Now therefore,

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

SECTION I. That a Letter of Agreement with the Tennessee Main Street Program 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 Letter of Agreement with the Tennessee Main Street Program and all other documents necessary and proper, and to take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

LETTER OF AGREEMENT

This letter of agreement is entered into by the Tennessee Main Street Program, a program of the Tennessee Department of Economic and Community Development and coordinating partner of the National Main Street Center, and the community/local organization listed below.

This letter of agreement confirms the participation of the local community and the local Main Street™ organization as a designated Tennessee Main Street program and participant in the National Main Street network. This designation allows the local program to participate in the training and promotional activities of the Tennessee Main Street Program, to use its name, logo and signage, to receive technical assistance and resources, and to seek annual accreditation from the National Main Street Center.

The Tennessee Main Street program, represented by the state coordinator and representatives of the Tennessee Department of Economic and Community Development (ECD), will provide services to the following organization:

Local Main Street Organization Downtown Kingsport Association

Address 400 Clinchfield Street, Ste 100

City Kingsport, Tennessee Zip Code 37660

Organization/ primary contact email address rcleary@downtownkingsport.org

Telephone 423-392-8822 FAX _____ Website downtownkingsport.org

Non-profit status 502c(3) FEIN Number 81-2175094

Manager/Director Robin Cleary

Hire date 11/2019

Board of Directors:

President:	<u>Greg Perdue</u>	Term expires <u>June 2023</u>
Vice President	<u>Bill Robinson</u>	Term expires <u>June 2024</u>
Secretary	<u>Judy Teague</u>	Term expires _____
Treasurer	<u>Billy Robinson</u>	Term expires <u>June 2024</u>

Policies and Procedures

The local Main Street America™ organization (as named in this agreement) shall comply with the following policies and procedures set forth by the Tennessee Main Street Program:

A. Submission of an Annual Report to the Tennessee Main Street Program based on the **National Main Street Center's Standards of Performance for Recognition**. The annual report determines program designation by the State of Tennessee who will use the report to recommend national accreditation for the program to the National Main Street Center. This report shall be submitted by the local organization upon request and reviewed by the Tennessee Main Street Program staff. It should clearly demonstrate:

- ☐ Broad-based community support for the revitalization effort
- ☐ Effective mission and vision statements
- ☐ A comprehensive annual work plan grounded in the Four-Point Approach™
- ☐ A preservation ethic as it relates to downtown revitalization
- ☐ An active board of directors and committees
- ☐ Sufficient and sustainable finances
- ☐ A paid, professional manager/director
- ☐ Participation in on-going training and education
- ☐ Accurate reporting of annual reinvestment statistics
- ☐ Current membership in the National Main Street Center

B. Provision of professional staff (manager/director) for the local Main Street America™ organization. This may be full-time or part-time, depending on community size and resources, though full-time is recommended. In the event the local Main Street America™ organization manager/director position is vacated during the term of this agreement, the local program agrees to fill the position within a reasonable amount of time and with a person meeting the qualifications for professional staff. The Tennessee Main Street Program reserves the right to suspend or cancel designation if the position is vacated for more than six (6) months. Upon filling the position, the local program will be required to send the new Main Street America™ manager/director to new manager training offered in conjunction with the quarterly managers' meetings.

C. Agree to send a representative (manager/director or board member) to attend a minimum of three quarterly managers' meetings or approved conferences (Tennessee ECD Governor's Conference or National Main Street Conference) during the calendar year. At least one of the three required meetings should be a quarterly managers' meeting.

D. Use of the Tennessee Main Street Program street signage and logo as stated in the **Logo and Signage Usage** section. All designated communities must display at least one Tennessee Main Street sign 18" x 24" or larger in a visible public location to identify participation in the program.

E. Acknowledgement of Tennessee Main Street Program assistance in projects when applicable and in an appropriate method (publications, media, etc.).

Program Services

The Tennessee Main Street Program provides many services to assist designated communities. This ranges from working with newly designated programs on developing core competencies to helping mature programs maintain focus and effectiveness. The Tennessee Main Street program agrees to provide the following services to the designated local Main Street™ organization:

- A. Training opportunities to further understanding of the Four-Point Approach™ to downtown revitalization and management, including critical tools such as design and economic strategies, market-driven promotions and organizational functions.
- B. Guidance and resources for the manager/director and board president. This may include telephone and email consultation, access to the Tennessee Main Street reference library and files, select publications and regular communication of important materials.
- C. Recognition as a nationally accredited Main Street America™ community in press releases and on the <http://www.tn.gov/ecd> website and invitation to apply for Downtown Improvement Grants, TN Placemakers Grants, Historic Preservation Grants and other programs as funding becomes available.
- D. Comprehensive review of the Annual Designation Report, collecting and publishing the annual reinvestment statistics to illustrate the economic impact of all designated Tennessee Main Street programs (and communicate those results to the National Main Street Center), and provide recommendations for program improvement as needed.
- E. Make on-site visits as needed to monitor local programs and provide technical assistance to the staff, committees and board members. The Tennessee Main Street Program Director will visit each designated community at least every other calendar year.
- F. Promote the local, state and national Main Street™ programs through public presentations, community meetings and partnership development in order to serve as a statewide resource for downtown revitalization and management strategies.

Logo and Signage Usage

The Tennessee Main Street logo (illustrated on the left) and signage is for use by programs and communities that have received designation from the Tennessee Main Street Program and Tennessee Department of Economic and Community Development.

The National Main Street Center owns the trademark for the Phrase "Main Street America" as it applies to the revitalization of traditional and historic commercial districts. The NMSC allows state and local coordinating programs involved in the revitalization of these commercial districts based upon the National Main Street Center's "Four Point Approach" to use the name "Main Street" to describe their programs.

If a program and community are no longer designated by the Tennessee Main Street program, all usage of the Tennessee Main Street name, logo and signage are prohibited. References to Tennessee Main Street (website, street signage, etc.) must be removed from public viewing and use.

Termination

Should the local Main Street America™ organization be unwilling or unable to meet the terms of this agreement, the Tennessee Main Street Program may no longer grant state level designation. Under those circumstances, the Tennessee Main Street Program Director will send a written report identifying the issues and providing guidance on how to proceed within a specified period of time. If the local Main Street America™ program fails to make the recommended corrections, the Letter of Agreement with the local program will be terminated and the program will lose Tennessee Main Street Program designation. After the local Main Street Program Letter of Agreement is terminated, the community must reapply through the new program application process.

Signatures

I (we), the undersigned, on behalf of our community and local Main Street™ organization, have read and agreed to the Letter of Agreement with the Tennessee Main Street Program and acknowledge that the above organization is an active participant in the Tennessee Main Street Program and meets all criteria of designation and understand that if the organization is no longer designated, usage of the name and logo must cease and community signage must be returned to the Tennessee Department of Economic and Community Development.

[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 boards finds the actions authorized by this resolution are in the public interest and for a public purpose and will promote the health, comfort and prosperity of the citizens of the City.

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

ADOPTED this the 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approval of Offers for Easement and Right-of-Way for the ETSU/Eastman Valleybrook Campus Facility

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

Action Form No.: AF-11-2022
Work Session: January 18, 2022
First Reading: NA

Final Adoption: January 18, 2022
Staff Work By: R. Trent; M. Hickman
Presentation: R. McReynolds

Recommendation:

Approve the Offers

Executive Summary:

Washington County, on behalf of East Tennessee State University, has requested public sewer service be extended to 122 Pickens Rd, the location of ETSU's Valleybrook facility. Reliable sewer service is vital to ETSU's desire for this facility to become a bio-tech business incubator. ETSU has infused over \$2 million in capital improvements for this facility, along with privately funded broadband access.

As part of the planned extension of sewer services to the facility, the City has received a \$350,000 grant from the Appalachian Regional Commission to assist in funding the construction of 5,000 ft of gravity sewer, along with appurtenances, to the facility. Washington County has agreed to fund the remainder of the construction costs.

The City will provide survey, design engineering, bidding, contract, and construction management services, along with the purchase of required easements and rights-of way. Total estimated out of pocket costs for the city is \$25,000 for easements. Funding is available in project SW1801.

Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market value as per the attached property owners.

Attachments:

1. Project Location Map

Funding source appropriate and funds are available: *Jm*

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

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

<u>Tax Map/Parcel</u>	<u>Owner(s)</u>	<u>ROW/Easement Area</u>	<u>Appraised Value</u>
003M; B-002.00	Mr. & Mrs. John Cox 211 Ascot Drive Kingsport, TN 37663	Perm. 6,962 sq. ft. Temp. 9,282 sq. ft.	\$700.00 \$700.00
010; 192.00	State of Tennessee 22 nd FL 212 Rose L. Parks Nashville, TN 37243	Perm. 11,163 sq. ft. Temp. 15,234 sq. ft.	\$320.00 \$320.00
010D; E-008.00	Mr. & Mrs. Joseph V. Vicek 1116 Keeview Drive Gray, TN 37615	Perm. 6,998 sq. ft. Temp. 9,330 sq. ft.	\$650.00 \$650.00
010D; E-008.01	Mr. & Mrs. Jason L. Murray 1116 Keeview Drive Gray, TN 37615	Perm. 5,590 sq. ft. Temp. 7,454 sq. ft.	\$600.00 \$600.00
119; 044.00	Mr. & Mrs. Clayborn Fink 1161 Mitchell Road Jonesborough, TN 37659	Perm. 802 sq. ft. Temp. 1,069 sq. ft.	\$400.00 \$400.00
119; 044.01	Mr. & Mrs. Clayborn Fink 1161 Mitchell Road Jonesborough, TN 37659	Perm. 10,518 sq. ft. Temp. 14,024 sq. ft.	\$1,050.00 \$1,050.00
119; 046.30	Mr. & Mrs. Mark Ortiz 488 Pickens Road Kingsport, TN 37663	Perm. 9,559 sq. ft. Temp. 12,747 sq. ft.	\$850.00 \$850.00
119; 046.40	Taylor & Taylor Investments, LLC 1740 Holston Drive Bristol, TN 37620	Perm. 3,952 sq. ft. Temp. 4,881 sq. ft.	\$727.00 \$673.00
119; 046.50	Marsha A. Thomas 126 East Meadowland Lane Sterling, VA 20164	Perm. 9,396 sq. ft. Temp. 12,523 sq. ft.	\$700.00 \$700.00
119M; A-055.10	Mr. & Mrs. John Cox 211 Ascot Drive Kingsport, TN 37663	Perm. 3,254 sq. ft. Temp. 4,339 sq. ft.	\$550.00 \$550.00
119M; A-057.00	Mr. & Mrs. David R. Skotty 208 Ascot Drive Kingsport, TN 37663	Perm. 2,352 sq. ft. Temp. 3,376 sq. ft.	\$600.00 \$700.00



AGENDA ACTION FORM

Consideration of a Resolution Approving a Propane Tank Lease Agreement with Amerigas Propane, L. P. for the New Fire Training Facility at 250 Horse Creek Lane

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

Action Form No.: AF-20-2022
 Work Session: January 18, 2022
 First Reading: N/A

Final Adoption: January 18, 2022
 Staff Work By: Dawn Melton, Shea Payne,
 Bart Rowlett
 Presentation By: Chief Boyd

Recommendation:

Approve the Resolution

Executive Summary:

A new Fire Training Facility has been built on the Eastman Fire Training Grounds leased property at 250 Horse Creek Lane in Kingsport. This training facility is state of the art, and will serve the Kingsport Fire Department for many years.

A non-residential customer agreement with Amerigas Propane, L.P. is required in order to lease two 500 gallon ASME tanks for three years. The propane gas is used to fuel the fire training burn props. There is no cost associated with the lease of the tanks. The initial fill of propane and subsequent refills will be charged at current market rates.

In accordance with the city's lease agreement with Eastman Chemical Company, authorization has been obtained for the installation of the propane tanks.

The funding for the initial fill of propane is available and identified in GP2003.

Attachments:

1. Resolution
2. Amerigas Proposal (7 pages)
3. Addendum to the Amerigas Proposal (4 pages)
4. Authorization from Eastman Chemical Company

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: *20*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH AMERIGAS PROPANE, L.P., FOR PROPANE TANKS FOR THE NEW FIRE TRAINING FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, a new fire training facility has been built on the Eastman Fire Training Grounds leased property at 250 Horse Creek Lane, which is state of the art, and will serve the Kingsport Fire Department for many years; and

WHEREAS, staff recommends leasing two 500 gallon ASME propane tanks from Amerigas Propane, L.P., for three years which will be used to fuel the fire training burn props; and

WHEREAS, there is no cost associated with the lease of the tanks, and the fill and subsequent refills will be charged at the market rate for propane which at the current time is \$2.40 per gallon; and

WHEREAS, the initial installation fees and fittings will be in the amount of \$380.00, in addition to the initial fill of the tanks; and

WHEREAS, funding for the initial fill of propane and installation fees are available and identified in GP2003.

Now therefore,

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

SECTION I. That a lease agreement with Amerigas Propane, L.P., for three years which will be located at the Fire Training Grounds at 250 Horse Creek Lane for the Kingsport Fire Department is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a lease agreement with Amerigas Propane, L.P., for three years for two propane tanks to be located at the Fire Training Grounds at 250 Horse Creek Lane for the Kingsport Fire Department, 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 mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

NON-RESIDENTIAL CUSTOMER AGREEMENT

This Non-Residential Customer Agreement is between AmeriGas Propane, L.P. ("Company") and the Customer identified below ("Customer"). This Agreement, together with Company's Terms and Conditions for Non-Residential Customers, which are below and incorporated herein by reference, constitute a binding agreement between Company and Customer. The Initial Term of this Agreement is three (3) years from the date signed below and, unless terminated by either party, **WILL AUTOMATICALLY RENEW YEAR-TO-YEAR THEREAFTER.**

1. CUSTOMER BILLING AND CONTACT INFORMATION:Customer: City of Kingsport Mobile Ph: _____ Other Ph: (423) 229-9302E-Mail: ap@kingsporttn.govMailing Address: 415 Broad Street City: Kingsport State: TN Zip: 37660**2. CUSTOMER INSTALLATION AND PROPANE DELIVERY ADDRESS (IF DIFFERENT THAN ABOVE):**Delivery Address: 250 Horse Creek Lane City: Kingsport State: TN Zip: 37660**3. DELIVERY OPTIONS:** ☒ Worry-Free Automatic Delivery ☐ Will Call ☐ Other _____**4. IS CUSTOMER LEASING EQUIPMENT FROM COMPANY?**☐ Yes ☐ No If NO, Customer is affirming they own their equipment.

If YES, the Leased Equipment is described as follows:

Tank/Cylinder Size	<u>2 (Two) 500 Gallon ASME Tank</u>
Other	<u>Regulator</u>

5. THE ASSOCIATED TANK RENT FOR THE LEASED EQUIPMENT IS:

Rental Fee Amount*	<u>\$ 0.00</u>		
<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual
Notes:			

*Tank Rent may be a fixed amount or subject to minimum usage requirements.

By signing below, Customer acknowledges that the above information is correct, and Customer has **REVIEWED, UNDERSTANDS, AND ACCEPTS COMPANY'S TERMS AND CONDITIONS.** The Terms and Conditions describe, among other things, Customer's rights and responsibilities relating to propane service and Leased Equipment, as well as prices, fees, rates, charges, payment terms and dispute resolution. The Terms and Conditions may be amended from time to time. This Agreement incorporates the Company's Terms and Condition, which will be effective as of the date of Customer's signature below.

CUSTOMER SIGNATURE: _____

CUSTOMER NAME: _____

DATE: _____

– The AmeriGas Family of Companies –

SIGN UP TODAY TO MANAGE YOUR PROPANE ACCOUNT ONLINE AT MYAMERIGAS.COM

PAY A BILL • SCHEDULE A DELIVERY • REVIEW PAST DELIVERIES

THE COMPANY'S REVISED TERMS AND CONDITIONS FOR NON-RESIDENTIAL CUSTOMERS ARE SET FORTH BELOW. PLEASE READ THIS CAREFULLY AS IT MODIFIES OR REPLACES ALL PRIOR AGREEMENTS AND GOVERNS YOUR RELATIONSHIP WITH THE COMPANY.

TERMS AND CONDITIONS FOR ONGOING PROPANE-RELATED SERVICES AND EQUIPMENT RENTAL - NON-RESIDENTIAL CUSTOMERS

1. ACCEPTANCE OF THESE TERMS AND CONDITIONS. Your signature is not required. You (also referred to as "Customer" or "your") are deemed to have accepted these revised Terms and Conditions by conducting business with the Company (also referred to as "us", "we", and "our"), which includes but is not limited to: (i) accepting or requesting propane delivery or propane-related services; (ii) paying a Company invoice; or (iii) allowing Company-owned equipment to remain on your property for at least thirty (30) days. These Terms and Conditions will become effective thirty (30) days after you receive them. Unless your propane supply agreement with does not permit modification, this shall serve as a notice of termination of your previous agreement and an offer to do business under these Terms and Conditions. If you find these Terms and Conditions unacceptable, you may reject this offer by terminating your service. **THESE TERMS AND CONDITIONS REQUIRE THAT DISPUTES BE RESOLVED INDIVIDUALLY IN BINDING ARBITRATION OR SMALL CLAIMS COURT. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND LESS APPELLATE REVIEW THAN IN COURT. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING WRITTEN NOTICE WITHIN 30 DAYS OF YOUR FIRST RECEIPT OF THESE TERMS AND CONDITIONS, AS DESCRIBED BELOW.**

2. TERM. Your term is the period of time for which you have agreed to maintain service with us. If you did not sign a customer contract, your term will be three years from the date on which you began service with Company (the "Initial Term") and, unless terminated by either party, **WILL AUTOMATICALLY RENEW YEAR-TO-YEAR THEREAFTER** (the "Renewal Term").

3. SAFETY INFORMATION. Safety information has been or will be supplied in your Welcome Packet. If you did not receive the safety information, please contact us toll-free at 800-501-8953 and we will mail it to you. Additional safety information is provided at www.propanesafetyfirst.com. We recommend you regularly visit this website to view those and other important safety warnings. **If you smell propane or experience any adverse propane conditions or safety-related matters, you should immediately dial 9-1-1 and contact your local Company district office. We recommend purchasing a LP gas detector.**

4. LEASED EQUIPMENT.

A. General Provisions. Company will lease and provide to you a propane storage tank or cylinder, regulator(s), and related equipment ("Leased Equipment"). In the interest of safety, you will not allow anyone to make any adjustments, connections or disconnections to the Leased Equipment or remove or pump-out the Leased Equipment without our written permission. You will notify Company immediately if you suspect that Leased Equipment is damaged, malfunctions or if you experience any problems. You agree that if you sell your property, you will notify Company at least thirty (30) days in advance and will inform the buyer that Leased Equipment is owned by Company. **Only propane sold by Company will be used with Leased Equipment.** Leased Equipment will at all times remain the property of Company and will not become a fixture or a part of your real property.

B. Tank Rent. You agree to pay Tank Rent while the Leased Equipment is installed at your property. The amount of rent can vary depending on, among other things, the size of the tank, the location of the property, and your annual usage. Please contact your local office if you have questions about the Tank Rent that is applicable to you.

C. Access to Equipment. Company will have an irrevocable right to enter your property without prior notice for deliveries of propane and servicing or removal of Leased Equipment. You agree to provide Company with safe and unimpeded access to the propane distribution system and related equipment on your property, including but not limited to, access free of ice, snow, water, and other hazards. You will mark and identify the location of septic systems, leach pits, underground ponds and similar underground features. You agree to promptly surrender to Company all Leased Equipment upon termination of service.

D. Propane Meters. If you have a Company propane meter installed on any Leased Equipment, you will be billed for your propane usage. Company reserves the right to bill you based on an estimated usage amount, and then later take an actual reading, after which: (i) you will receive a credit to the extent that your estimated billed usage amount exceeds the actual usage amount or (ii) you will be charged an additional amount to the extent that the actual amount of propane used exceeds the estimated amount. A monthly Meter Fee as defined in Section 6(B) below applies to customers who have meters.

5. PROPANE SERVICE, MAINTENANCE, AND DELIVERY.

A. General Conditions. We may choose not to deliver propane or perform services if, in our sole discretion, we believe that doing so will pose an unnecessary risk of injury or harm to you, our employees, or the public. You agree to that we may lock off your equipment, the Leased Equipment, or suspend service if we believe an unsafe condition exists.

B. Delivery Options. We offer two types of propane delivery:

- **Automatic** – Under this worry-free delivery option, we will make deliveries to you on either a fixed-cycle basis or upon a number of forecasting factors, including temperatures and usage patterns. To ensure accurate forecasting, please update us with any changes in your usage.

- **Will Call** – Under this delivery option, we will deliver propane only after you request a delivery. We recommend you order a delivery when your tank is approximately 30% full to ensure a timely delivery. Most Will Call deliveries are made within 5-10 business days after you place an order. Weather and other factors may affect delivery times. A Will Call Convenience Fee is assessed per delivery. Expedited delivery requests may be assessed a Special Trip Charge.

C. Propane System Maintenance and Repair. You are responsible for the maintenance and repair of all equipment that you own, including compliance with applicable laws and regulations. You are required to notify us in the event that you disconnect the propane system or add or remove appliances so that we may conduct a leak check.

6. PRICING, FEES, RATES, AND CHARGES.

A. Price. Unless you enter into a fixed-pricing agreement you agree to pay Company's price per gallon of propane in effect when you place an order or, for Automatic deliveries, on the date of delivery. This price is set at Company's discretion, and includes, among other things, taxes, our costs to procure the propane, freight and transportation. Your price per gallon may vary depending upon the volume of propane you purchase, customer classification, propane tank ownership, and competitive conditions. We encourage you to contact your local Company office to discuss which pricing options may be best for your needs and to receive current pricing information, as prices change frequently and without prior notice.

B. Current Fees and Charges. Company may apply other fees and charges depending upon the services requested and/or required. You agree to pay for all licenses, permits, and taxes associated with the sale or use of the propane, Leased Equipment and services provided by Company. The fees and charges provided below are the most frequently assessed, but other fees and charges may apply depending upon the services rendered. Please contact your local office for specific questions and updated amount information. **THE FEES LISTED BELOW ARE NOT GOVERNMENT IMPOSED, NOR IS ANY PORTION OF THEM PAID TO ANY GOVERNMENT AGENCY. COMPANY RESERVES THE RIGHT TO CHANGE ITS FEES, RATES, AND CHARGES WITHOUT PRIOR NOTICE.**

- **Fuel Recovery Fee** – This fee, which is assessed on propane deliveries, helps to offset the significant expense incurred by Company in fueling our fleet of motor vehicles. This fee fluctuates on a monthly basis as Company's cost of fuel fluctuates. For current Fuel Recovery Fee information, please contact your local office or visit Company's website.
- **HazMat & Safety Compliance Fee** – This fee is assessed on propane deliveries and helps to offset the costs Company incurs to comply with federal, state and local government regulations, such as those relating to hazardous materials, homeland security, emergency preparedness and workplace safety. It is also used to fund, among other things, employee safety training, inspections, cylinder requalification, and environmental compliance. This fee is \$11.99 per delivery.
- **Leak Check Charge** – This charge is applied when Company performs a leak check to verify that the propane system does not have a leak. This test is required by law under certain circumstances, which may include: when a new piping system is installed, if the gas has been turned off for any reason, if there has been an interruption of gas service, or if a leak in the system is suspected. Your local office can provide specifics on when a leak check is required and the current charge.
- **Meter Fee** – This fee applies if your propane usage is measured by a Company-owned meter. This fee helps to offset the cost of the meter, meter reading and related administrative costs. The fee also helps to offset the costs otherwise covered by the HazMat & Safety Compliance Fee (as described above), which is not charged to metered customers. This fee is \$11.99 per month.
- **Pump-Out/Restocking Charge** – Upon termination of service, Company will pump out the propane from a Company-owned tank on your property that contains propane in excess of 5% water capacity in order to remove it. You can avoid this charge by continuing service with Company until the supply of propane in the tank is less than 5%. This charge is \$149.99.
- **Reconnect Charge** – If your tank is locked off by Company due to nonpayment, this fee will be assessed to remove the lock, perform a leak check and put your propane system back into service. This charge is \$79.99.
- **Returned Check Fee** – This fee is intended to cover the deposit return fee assessed by financial institutions and related administrative expenses associated with the return of a customer check for insufficient funds. This fee is \$33.00.
- **Service Dispatch Charge** – This applies when a service technician is requested to perform diagnostic or other service work on Customer-owned equipment or needs to pick-up Leased Equipment. This charge is \$69.99. This charge will not be credited toward service work performed and additional charges may be assessed depending upon the nature of the service work required.
- **Special Trip Charge** – This applies when you request a delivery within forty-eight (48) hours or non-emergency service after business hours or on weekends. This charge can vary due to the distance involved and/or the time required to meet the request and can be obtained by contacting your local office.
- **Will Call Convenience Fee** – This applies to customers enrolled in the Will Call delivery option and is charged for each Will Call delivery. Eligible customers may avoid this fee by switching to Automatic delivery. The fee is \$7.99 per delivery.
- **Underground Tank Removal** – See Section 14.
- **Late Fees** – See Section 7.

- **Tank Rent – See Section 4B.**

7. PAYMENT TERMS AND LATE FEES. If you have received credit terms from Company, you will be billed after propane is delivered or services are rendered, unless you have enrolled in a budget payment program. You agree to pay the invoiced amount on or before the due date indicated on the invoice. If you dispute an invoice, you must contact your local office within thirty (30) days of receipt. If you fail to timely pay all amounts owed to Company, Company may, unless prohibited by law, add a monthly late charge of 1.5% of the average daily balance until paid or a late charge of \$36.00, whichever is greater. If you fail to make a payment on your outstanding amount owed, Company may, after providing written notice to you, suspend service and/or place a lock on Leased Equipment. If Company places a lock on Leased Equipment, all amounts outstanding (including the applicable Reconnect Charge) must be paid in full before service will be restored. Company may at any time require you to pay for propane deliveries or services in advance, to post a cash deposit, or to provide other forms of credit enhancement. Company may apply any amounts it holds from you, whether a security deposit or otherwise, at any time in whole or in part against the outstanding balance. If Company uses a collection agency or attorney to collect money owed by you that is past due, you agree to pay the reasonable costs of collection incurred by Company, including, but not limited to, collection agency fees, reasonable attorneys' fees, and arbitration or court costs. **Maryland Customers: If all of the outstanding amount owed is not received within 15 days after it is due, you will pay a late charge of the greater of \$5.00 per month or 10% per month for the part of the outstanding amount that is late for no more than three months, or you will pay up to 1.5% per month of the payment amount that is past due.**

The parties specifically agree that this Agreement and all transactions hereto are "Forward Contracts" as such term is defined in the United States Bankruptcy Code, 11 U.S.C Section 101(25). If either party becomes subject to Bankruptcy Code proceedings, it is understood and agreed that the other party shall be entitled to exercise its right to liquidate and terminate this Agreement as a "Forward Contract Merchant" under Section 556 of the U.S. Bankruptcy Code. In addition, the parties agree that any payments made under or in connection with this Agreement are the types of payments described in Section 546(e) of the Bankruptcy Code and are not subject to avoidance in any bankruptcy case.

8. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT OR OTHERWISE. COMPANY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY YOU AS A RESULT OF THE EXHAUSTION OF YOUR PROPANE SUPPLY, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PROPERTY RESULTING FROM WATER DAMAGE FROM FROZEN PIPES.

9. DISCLAIMER OF WARRANTIES. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, AND/ OR RELATED EQUIPMENT OR SERVICE OR PERFORMED UNDER THESE TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACCEPT ALL PRODUCTS AND GOODS DELIVERED AS IS. SOME STATES (SUCH AS CT, KS, ME, MS, NH, WA, MA, AND WV) MAY NOT ALLOW THESE EXCLUSIONS OF IMPLIED WARRANTIES, AND, IF SO, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

10. INDEMNIFICATION. Both Company and Customer agree to indemnify, defend and hold the other harmless from and against any and all claims, liens, demands, suits, damages and liabilities for personal injuries and/or property damage, arising out of or caused by any negligent act or omission on the part of that party, its agents or employees.

11. TERMINATION OF PROPANE SERVICE. Unless otherwise specified, your propane service may be terminated for convenience at the end of the Initial Term or Renewal Term upon the provision of thirty (30) days prior written notice to the Company. If you terminate your propane service prior to the end of the Initial Term, Company may recover from you its lost profits that it was projected to receive had you not terminated prior to the end of the Initial Term, installation charges which were waived at the time of contract, and other damages caused by the early termination.

- For customers with Leased Equipment, upon termination, in order to remove Leased Equipment Company will charge you a Service Dispatch Charge and a Pump-Out/Restocking Charge if the supply of propane remaining in the tank is more than 5% water capacity.

- Unless required by law, Company does not repurchase propane remaining in the tank or provide customer refunds for any unused propane. Company may, however, in its sole discretion, repurchase the propane remaining in the tank in certain circumstances. If Company determines to repurchase the remaining propane, the repurchase price will be based upon the lower of the price per gallon that you paid or Company's current price.

- Company may terminate your service immediately and without prior notice if you fail to satisfy any material provision contained in these Terms and Conditions, including but not limited to making payment. Company reserves the right to terminate service or suspend deliveries if Company determines, in its sole discretion that a condition exists that poses a health or safety threat to its employees, you or the public. New Jersey customers will be notified at least seven business days prior to the discontinuation of propane deliveries due to non-payment of bills.

THE TERMINATION FEES LISTED IN THIS SECTION 11 ARE NOT APPLICABLE TO NEVADA RESIDENTS.

12. EXCUSED PERFORMANCE. Company will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fire, storms, floods, labor disputes, wars, hostilities, terrorism, changes in laws or regulations, Company's inability to obtain propane or equipment from its suppliers, as well as terminal, refinery, pipeline, or transportation disruptions. Under any of these or similar circumstances, Company may allocate propane and equipment among its Customers in any manner that Company deems reasonable.

13. CHANGES TO THE TERMS AND CONDITIONS. Company reserves the right to amend or add to these Terms and Conditions (other than price per gallon, fees, rates, and charges, which may be changed without prior notice) at any time by giving you prior written notice of the change(s). The notice may be in the form of a bill insert, email, or other written notification. These Terms and Conditions may not be modified orally and describe the entire agreement between Company and you with respect to its subject matter. Any prior arrangements, agreements, contracts, representations, warranties, purchase orders, bids, proposals, offers, or other communications, written or oral, that are inconsistent with these Terms and Conditions, are superseded and of no force or effect. For the avoidance of doubt, these Terms and Conditions do not replace, amend, or eliminate your prior fixed propane pricing, exclusivity, or volume contract commitment(s).

14. CUSTOMERS WITH UNDERGROUND LEASED TANKS. You are responsible for all costs of the excavation and removal of Leased Equipment and Company is not responsible for furnishing fill, resurfacing, landscaping or restoring your property to its previous condition upon removal. You will be billed on an hourly basis for this work with local labor rates prevailing, unless other arrangements are provided. The charge to remove an underground tank can vary greatly and is affected by numerous factors, including the size and access to the tank, soil conditions and other impediments. Company may at its option, charge you for the value of the underground tank in lieu of physically removing the tank from your property.

15. CLAIMS AND ARBITRATION.

A. Arbitration Agreement. Upon the election of either party (or any other entity or individual with the right to invoke arbitration under this provision, including without limitation those entities or individuals named in this Section 15(A)(2), a Dispute shall be resolved by binding arbitration. "Dispute" means any claim or controversy arising from or relating to these Terms and Conditions, your agreement with Company, or the relationship between you and Company, including without limitation any and all: (1) claims for relief or theories of liability, whether based in contract, tort, statute or otherwise; (2) claims against Company or its parents, subsidiaries, affiliates, predecessors, successors or assigns and any of their directors, officers, employees and agents (any of whom may elect arbitration of claims to which they are a party pursuant to these Terms and Conditions); (3) claims that arose before this Arbitration Agreement; (4) claims that arise after the expiration or termination of this Arbitration Agreement; and (5) claims that are the subject of a purported class action or other representative or collective action. "Dispute" shall not, however, include claims filed by you or Company on an individual basis in small claims court if the amount claimed is within the jurisdiction of that court.

B. Right to Reject this Arbitration Agreement. Notwithstanding anything in this Arbitration Agreement to the contrary, you may reject this Arbitration Agreement. To do so, you must send Company written notice by mail postmarked no later than thirty (30) days after your first receipt of notice of this Arbitration Agreement to Box 965, Valley Forge, PA 19482, Attn: General Counsel. Your rejection notice must be signed, must state that you reject this Arbitration Agreement, and must include your name, address, and Company account number. Your decision will not adversely affect your relationship with or receipt of goods or services from Company.

C. Procedures for Arbitration. This Arbitration Agreement is governed by the Federal Arbitration Act. Arbitrations shall be conducted by a single arbitrator and administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules (collectively the "AAA Rules") in effect when notice of a Dispute is given. If your claim is less than \$10,000, you may choose whether the arbitration will be decided on the papers or after a telephonic or in person hearing.

D. Right to Attorneys' Fees and Costs. You may hire an attorney to represent you. You are responsible for your attorneys' fees and costs. You may recover them from the Company to the same extent as in court. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. The Company will be responsible for any additional arbitration fees.

E. Waiver of Jury Trials and Class Actions. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR RATHER THAN A JUDGE OR JURY. BY THIS ARBITRATION AGREEMENT, YOU AND COMPANY WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. UNLESS YOU AND COMPANY AGREE OTHERWISE IN WRITING, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION OR COLLECTIVE BASIS, AND NEITHER THE ARBITRATOR NOR THE JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF TO THAT INDIVIDUAL PARTY. THIS CLASS AND COLLECTIVE ACTION WAIVER IS A MATERIAL AND ESSENTIAL PART OF AND CANNOT BE SEVERED FROM THIS ARBITRATION AGREEMENT.

16. SEVERABILITY. If any provisions of these Terms and Conditions are determined to be invalid under applicable law or unenforceable by a court, such provision shall be deemed to be restated to reflect, as nearly as possible, the original intention of this Agreement in accordance with applicable law. The remaining terms will remain unaffected by the invalid or unenforceable term, and each term will continue to be valid and enforceable to the fullest extent of the law.

17. NOTICE. Any notice by you shall be sent by U.S. mail, postage prepaid, to Company at Box 965, Valley Forge, PA 19482, Attn: Customer Service. Notice to you may be in the form of a bill insert, stand-alone mailing, email or other written notification.

18. WAIVER. If we delay in exercising any of our rights, we will not be prevented from exercising our rights at a later date. Company's waiver of any breach of these Terms and Conditions at any time shall not excuse future breaches by the customer.

19. YOUR CONTACT AND PAYMENT INFORMATION. You represent and warrant that the name, address, telephone number(s), and other contact and payment information you provide to Company is accurate, complete, and current. You agree to notify Company immediately if there is any change to any of that information. **FAILURE TO DO SO IS A BREACH OF THESE TERMS AND CONDITIONS.**

20. YOUR CONSENT TO BEING CONTACTED. By providing a telephone number or email address, now or in the future, you agree that Company (and others on its behalf) may contact you at that email address by emailing you or at your telephone number via text message (whether manually or automatically dialed) and telephone call (whether manually or automatically dialed, and whether using a live, artificial, or prerecorded voice) regardless of whether you will incur charges. You further agree that such communications may include, without limitation, delivery reminders, delivery confirmations, past-due account notices, account notifications, and attempts to collect any debts from you. **YOU ACKNOWLEDGE AND AGREE THAT YOUR CONSENT TO SUCH COMMUNICATIONS IS A MATERIAL AND ESSENTIAL PART OF THIS AGREEMENT AND THAT YOU PROVIDED IT AS PART OF A BARGAINED-FOR EXCHANGE.**

21. SURVIVAL. Paragraphs 1, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 20 shall survive termination of your relationship with Company, which includes your permission for Company to contact you to collect any debts owed or your return of Leased Equipment.

22. CUSTOMER-OWNED EQUIPMENT. The following provisions do not apply to Customer-owned equipment:

Paragraph 4B - Tank Rent

Paragraph 6B with respect to a Pump-Out/Restocking Charge, as it relates to the pick-up of Company-owned Equipment; however, the remaining provisions of this paragraph apply.

These Terms and Conditions shall apply to non-residential customers in all states except where specifically prohibited by law. **THESE TERMS AND CONDITIONS DO NOT APPLY TO CUSTOMERS IN VERMONT USING PROPANE THROUGH A METER OR HAS PROPANE DELIVERED TO ONE OR MORE STORAGE TANKS WITH AN AGGREGATED TOTAL CAPACITY OF 2,000 GALLONS OR LESS. TERMINATION FEES NOT APPLICABLE TO NEVADA RESIDENTS.**

The AmeriGas Family of Companies

www.amerigas.com

SAFETY NOTICE

Separate Attachment

For your safety, propane has a strong, unpleasant odor added so that propane leaks can be detected. You and each person using or handling propane must be able to recognize the smell of propane. Ask for a **Propane Safety Brochure** or MSDS to demonstrate the smell of propane. Always take action if you smell any foul odor.

CAN YOU SMELL IT?

It may be hard for some people to smell propane for any one or more of the following reasons:

- Colds, allergies, sinus congestion or another medical condition;
- The sense of smell is reduced due to the use of tobacco, alcohol, drugs, smoke, cooking odors and other strong odors that mask the smell of propane;
- With age, the sense of smell may be less sensitive;
- If the smell of propane is present for a period of time, "odor fatigue" may occur and a person no longer smells the propane odor; or
- The smell of propane may be in an area (basement or crawl space) where it is not detected by those in other areas of the building.

A phenomenon called "odor fade" may occur, the unintended reduction in the concentration of the odor of propane. Although rare, several situations can cause odor fade:

- Air, water or rust in a propane container;
- If an underground propane leak exists, the passage of propane through some soils; or
- Propane odor may stick to inside surfaces of propane piping and distribution systems or other materials.



IF YOU SMELL GAS:

- **Do Not Enter An Area Where You Suspect a Gas Leak**
- **Do Not Try to Judge for Yourself the Level of Danger of a Gas Leak: All Gas Leaks Pose a Serious Threat.**
- **No Flames or Sparks:** Put out all smoking materials and other open flames. Do not use lights, appliances, telephones, including cell phones. Flames or sparks from these can trigger an explosion.
- **Leave the Area Immediately:** Get everyone out of the building or area where you suspect gas is leaking.
- **Shut-Off the Gas:** Turn off the main gas supply valve on the propane tank if it is safe to do so. Turn the valve to the right to close.
- **Report the Leak:** From a neighbor's house or other nearby building away from the gas leak, call the Company right away. If you cannot reach the Company, call 911 or your local fire department.
- **Do Not Return to the Area or Building** until the Company or the local officials who have responded determine it is safe to do so.
- **Get Your System Checked:** Before you attempt to use any of your propane appliances, the Company or another qualified propane service technician must conduct a Leak Check.



RUNNING OUT OF GAS: DO NOT RUN OUT OF GAS, SERIOUS SAFETY HAZARDS, INCLUDING FIRE AND EXPLOSION, CAN RESULT.

- If an appliance valve or gas line is left open when the propane supply runs out, a leak could occur when the system is recharged with propane.
- Air and moisture could get inside the propane container resulting in the possibility of odor fade.
- If you run out of gas, your pilot lights will go out and can be extremely dangerous if not handled properly.
- **A Leak Check IS REQUIRED.**
- **SET-UP REGULAR FORECASTED DELIVERIES.** Check the gauge on your tank and if the fuel level drops at or near 20%, call the Company.



LIGHTING PILOT LIGHTS

It is strongly recommended that a qualified propane service technician light any pilot light that has gone out.

- A pilot light that repeatedly goes out or is difficult to light may be a signal that there is a problem with the appliance or the propane system. If this occurs do not try to fix the problem yourself. Contact a qualified propane service technician to evaluate the appliance.



IF YOU LIGHT A PILOT YOURSELF, YOU ARE TAKING THE RISK OF STARTING A FIRE OR AN EXPLOSION. MANY SERIOUS INJURIES OCCUR WHEN PEOPLE ATTEMPT TO LIGHT PILOT LIGHTS. PROCEED WITH GREAT CAUTION.

- Follow the manufacturers' instructions and warnings about the appliance.
- If the appliance is in a basement or closed room, thoroughly ventilate the area before lighting the pilot.
- DO NOT smoke or have any source of ignition in the area before lighting the pilot.
- **IF YOU SMELL GAS, DO NOT LIGHT THE PILOT.** Be especially alert for the smell of propane and sniff at the floor level before attempting to light the pilot. Do not try to light pilots in any area where other odors (such as musky or damp smells) may make it hard to detect the smell of a propane leak.
- DO NOT allow anyone to be in the area where you are lighting the pilot.
- DO NOT apply force or use tools on the pilot light or controls. This could damage the components and cause gas leakage.
- DO NOT attempt to let air out of the gas lines by opening a valve or fitting inside a building or enclosed space. You may release gas and not be able to smell it.
- DO NOT apply oil to a sticky knob or button on a gas control valve. It can cause the control valve to malfunction.
- DO NOT tamper with or use tools to operate gas controls.



CARBON MONOXIDE: IMPROPERLY VENTED OR DEFECTIVE APPLIANCES CAN CAUSE POTENTIALLY FATAL CARBON MONOXIDE POISONING. HAVE YOUR SYSTEM PERIODICALLY INSPECTED BY A QUALIFIED SERVICE COMPANY.



OTHER IMPORTANT SAFETY RULES

- DO NOT allow unqualified personnel to service your propane appliances or system.
- If any of your appliances has been flooded, shut off the gas immediately at the tank. DO NOT use the gas system until the wet or flooded appliances have been checked or serviced.
- Keep combustible products, like gasoline, kerosene or cleaners, in a separate room from propane appliances. Appliance pilot lights could ignite fumes from those combustibles.

**ADDENDUM TO AMERIGAS PROPANE, L.P.
NON-RESIDENTIAL CUSTOMER AGREEMENT &
TERMS AND CONDITIONS FOR ONGOING PROPANE-RELATED SERVICES AND EQUIPMENT
RENTAL – NON RESIDENTIAL CUSTOMER**

This Addendum (herein "Addendum") amends the AmeriGas Propane, L.P., Non-Residential Customer Agreement and Terms & Conditions for Ongoing Propane-Related Services and Equipment Rental – Non-Residential Customer as well as all attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement (all of which are herein "Agreement") between AmeriGas Propane, L.P. a Delaware limited partnership principally located in King of Prussia, Pennsylvania its affiliates and subsidiaries (herein "Vendor") and City of Kingsport, Tennessee (herein "City"). In consideration of using Vendor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
2. **Termination for Convenience.** The Agreement may be terminated by City upon thirty (30) days written notice to Vendor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Vendor for all satisfactory and authorized services completed as of the termination date, and Vendor will refund to City any funds paid by City in excess of such amount. Upon such termination, Vendor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
3. **Indemnity and Limitation of Liability.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless Vendor or any other person or entity and any limitation of liability in favor of Vendor is enforceable only to the extent permitted by Tennessee law provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.
4. **Warranty.** Vendor warrants that the products purchased herein when used in accordance with the documentation shall operate and conform in all material respects in conformity with this Agreement and the written representations of Vendor, including applicable user manuals and guides supplied by Vendor or with Vendor's Software. If the products do not perform as warranted, Vendor shall use commercially reasonable efforts to correct the products so that it operates in all material respects in conformity with the written representations of Vendor. If it cannot correct the products within a reasonable period of time, Vendor shall refund the purchase price of the products. Because Tennessee law may not allow City to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and City reserves all rights afforded to local governments under law for all general and implied warranties.
5. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Vendor or provide Vendor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 2 serves to meet such burden and authorization of disclosure.

6. **Name and Logo.** City does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Vendor other than in connection with any events promoted through or for which tickets are sold through Vendor's services. Additionally, City does not waive any and all moral right to the use of the name submitted to Vendor.
7. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles. This shall include the statute of limitations which govern the commencement of any cause of action.
8. **City's Refusal to Arbitrate, Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Notwithstanding any other provision in the Agreement to the contrary, arbitration is not permitted and if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Kingsport, Sullivan County, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any claims shall be in the state court located in Kingsport, Sullivan County, Tennessee or the Federal court for the Eastern District of Tennessee and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
9. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between City and Vendor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
10. **Non-appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Vendor fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, such termination shall not be a breach of this Agreement, and any unused payment made to Vendor shall be returned to City. Furthermore, this provision shall extend to any and all obligations imposed upon City to reimburse Vendor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Vendor, FPPs, or Payment Processing Partners in relation to any event.
11. **No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request.
12. **Binding Effect.** This agreement is the entire agreement between City, (including City's employees and other end users) and Vendor. No employee of City or any other person, without authorization of the board of mayor and aldermen of City can bind City to any contract or agreement and anything contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City's employees or other end users, to the contrary are null, void and without effect as it applies to City.
13. **No Liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to Vendor or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable, there is any default or breach by City, for any amount which may become due and the Agreement, or on any obligations under the terms of the Agreement.

- 14. Parties to Receive Notice:** Any notices contemplated by the agreement shall be sent via certified mail, return receipt requested and addressed to:

CITY OF KINGSPORT:

City Manager
City of Kingsport
415 Broad Street
Kingsport, TN 37660

With a copy to:

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

AMERIGAS PROPANE, L.P.

AmeriGas Propane, L.P.
Attn: Customer Service
P.O. Box 965
Valley Forge, PA 19482

- 15. Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates and charges.
- 16. Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
- 17. No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
- 18. Counterparts.** This Addendum may be executed in one or more counterparts by City and Vendor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
- 19. Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

AmeriGas Propane, L.P.

City of Kingsport, Tennessee

Signature

Patrick W. Shull
Mayor

Date

Date

Printed Name

Attest:

Title

Angela Marshall, Deputy City Recorder

Approved as to form:

J. Michael Billingsley, City Attorney

1/6/2022

Attn: Shea Payne, Fire Captain
Fire Facilities Manager
Kingsport Fire Department
130 Island St. Kpt. TN. 37660

Eastman approves the request from the City of Kingsport for AmeriGas to access the Fire Training Property to install, maintain, and refuel propane tanks as described below.



Daniel Duncan | Eastman Chemical Company
Real Estate Manager
Office 423.229.2504 | Mobile 423.408.4228
dcduncan@eastman.com



AGENDA ACTION FORM

Consideration of a Resolution Authorizing an Application for and to Receive the Tennessee Agriculture Enhancement Program Grant

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

Action Form No.: AF-25-2022
 Work Session: January 18, 2022
 First Reading: N/A

Final Adoption: January 18, 2022
 Staff Work By: Kristie Leonard
 Presentation By: M. Borders/K. Leonard

Recommendation:

Approve the Resolution

Executive Summary:

The Tennessee Department of Agriculture makes enhancement grants available to local farmers markets to help with their marketing needs. This Promotion and Retail Grant will assist with marketing efforts for the Kingsport Farmers Market during fiscal year 2022. The total grant amount is \$1,500.00.

Attachments:

1. Resolution
2. Contract

Funding source appropriate and funds are available: *Jim*

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 ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE AGRICULTURE ENHANCEMENT PROGRAM GRANT FROM THE TENNESSEE DEPARTMENT OF AGRICULTURE FOR THE FARMERS MARKET

WHEREAS, the city, through the Kingsport Farmers Market, would like to apply for a Tennessee Agriculture Enhancement Program Grant through the Tennessee Department of Agriculture , which will assist with marketing efforts for the Kingsport Farmers Market during fiscal year 2022; and

WHEREAS, the maximum amount of the grant award is \$1,500.00, and there is no match required.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Tennessee Agriculture Enhancement Program Grant through the Tennessee Department of Agriculture in the amount of \$1,500.00 and requires no match.

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

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

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

ADOPTED this the 18th day January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AG GROWTH INITIATIVE - FARMERS MARKETS

Funded by TAEP

AGREEMENT & PAYMENT REQUEST

Deadline: March 15, 2022

		PARTICIPANT (ORGANIZATION/FARMERS MARKET)			
ID	1562	NAME	City of Kingsport		
DGA	72154				
INVOICE #	AGI22-FM-	MARKET NAME/ DBA			
DEPARTMENT	3250101008	MAILING ADDRESS	415 Broad Street Kingsport TN 37660		
PROGRAM	610750				
ACCOUNT	71302000				
ORGANIZATION CONTACT INFORMATION and REPRESENTATIVE INFORMATION					
COUNTY	82000	ORG. PHONE	(423) 224-2821	ORG. EMAIL	kristieleonard@kingsporttn.gov
LOCATION	MAIN	REP. NAME	Kristie Leonard		
ADDRESS	1	REP. PHONE	(423) 224-2821	REP. EMAIL	kristieleonard@kingsporttn.gov

☐ Farmers Market listing on PickTNProducts.org is correct.

☐ Farmers Market listing on PickTNProducts.org is not correct. Corrections are attached.

AGREEMENT PERIOD: OCTOBER 1, 2021 – MARCH 31, 2022

The maximum amount which can be authorized to reimburse costs associated with promoting, marketing, and improving farmers markets, when approved by the Tennessee Department of Agriculture:

\$1500.00

INSTRUCTIONS:

Review Terms & Conditions on reverse, then sign and date in the shaded box to the right, print name and title below signature. ATTACH ALL INVOICES AND RECEIPTS.

PARTICIPANT ACCEPTANCE SIGNATURE

SIGN

DATE

NAME

TITLE

DO NOT WRITE BELOW THIS LINE

STATE AUTHORIZATION SIGNATURE AND DATE

SERVICE DATE

AMOUNT APPROVED

IMPORTANT: SEE TERMS AND CONDITIONS ON REVERSE

Submit form and attachments to: Rachel L Sullivan, TN Department of Agriculture, PO Box 40627, Nashville TN 37204 OR rachel.l.sullivan@tn.gov



AGENDA ACTION FORM

Consideration of a Resolution Amending the Kingsport Weapons Policy for Employees

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

Action Form No.: AF-22-2022
 Work Session: January 18, 2022
 First Reading: N/A

Final Adoption: January 18, 2022
 Staff Work By: B. Rowlett & M. Billingsley
 Presentation By: M. Billingsley

Recommendation:

Approve the Resolution

Executive Summary:

Section IV of Resolution No. 2009-125 contains the Weapons Policy for Kingsport employees, and due to a change in state law, this policy needs to be amended. Some of the changes in the state law are relative to knives and firearms in vehicles.

Attachments:

1. Resolution
2. Current Policy with Changes
3. New Policy
4. Tenn. Code Ann. § 39-17-1302; § 39-17-1314; § 39-17-1313; § 39-11-106; § 39-17-1307; § 55-1-103; § 39-17-1315; and § 68-102-149

Funding source appropriate and funds are available: N/A

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

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

RESOLUTION NO. _____

A RESOLUTION AMENDING SECTION IV OF RESOLUTION
NO. 2009-125 THE WEAPONS POLICY FOR THE CITY OF
KINGSPORT

WHEREAS, the city is updating its personnel policies; and

WHEREAS, a Weapons Policy was adopted by the Board of Mayor and Aldermen by
Section IV of Resolution No. 2009-125 on September 17, 2009; and

WHEREAS, an amendment to this policy is necessary due to a change in state law.

Now, therefore,

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

SECTION I. That the Weapons Policy adopted by Section IV of Resolution No. 2009-125
is amended as follows:

Possession or use of an illegal weapon as defined by Tenn. Code Ann. § 39-17-1302 while on city
owned, leased, or controlled property, or while operating city owned, leased, or controlled vehicles
is prohibited.

Pursuant to the authority granted in Tenn. Code. Ann. § 39-17-1314(b), the city is expressly
authorized to regulate its employees and independent contractors' right to carry firearms while acting
in the scope of their employment or contract.

Accordingly, city employees and independent contractors are prohibited from carrying firearms when
acting in the scope of their employment or contract, except as otherwise provided in Tenn. Ann. Code
§ 39-17-1313; and further as provided in the exception for Police and Fire Employees hereinafter.

For purposes of this policy, the term "Firearms" have the definition contained in Tenn. Code Ann. §
39-11-106(13)(A-B).

If an employee is unsure whether this policy covers an item, contact the Human Resources
department. The employee is responsible for making sure that this policy does not prohibit any item
they possess.

Exceptions

Firearms in Employee Vehicles

Pursuant to Tenn. Code Ann. § 39-17-1313(2)(A)(B), employees who have a valid enhanced
handgun carry permit, concealed handgun carry permit, or who lawfully carries a handgun pursuant
to § 39-17-1307(g) may, unless prohibited by federal law, store a firearm or firearm ammunition in
their vehicle as defined by § 55-1-103, while on or utilizing any public or private parking area if:

- the employee's motor vehicle is parked in a location where the motor vehicle is permitted to be;
and
- the firearm or ammunition being transported or stored in the motor vehicle:
 - is kept from ordinary observation if the employee is in the motor vehicle; or
 - is kept from ordinary observation and locked within the trunk, glove box, or interior of the
employee's motor vehicle or a container securely affixed to the motor vehicle if the employee
is not in the motor vehicle.

This exception is granted for the employee's personal vehicle only and does not include any city
owned, leased, or controlled vehicles or equipment.

Police and Fire Employees

City police officers may carry handguns at all times provided there is a written directive by the Chief
of the Kingsport Police Department authorizing such, regardless of the person's regular duty hours
or assignments; see Tenn. Code Ann. § 39-17-1315(a).

Pursuant to Tenn. Code Ann. § 68-102-149, municipal fire investigators who have been authorized,
in writing, by the Chief of the Kingsport Fire Department, to conduct investigations relative to the
cause and origin of fires and/or arson investigations may carry a pistol or side arm while on active
duty.

Both city police officers and fire investigators are also subject to the requirements of their respective departments.

Violation of Policy

An employee who violates this policy is subject to the city's Corrective Action Policy for disciplinary action up to and including termination.

Other Provisions

Nothing in this weapons policy shall be construed as creating any duty or obligation on the part of the city to take any action beyond those required of an employer by existing law.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. As of the effective date, this policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

SECTION II. That nothing herein shall be construed to conflict with or supersede any applicable state or federal law.

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

ADOPTED this, the 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**CITY OF KINGSPORT
PERSONNEL
POLICIES**

Section No: 23

Effective Date: 11/18/2008

Subject: Weapons Policy

Resolution Number: 2009-125

~~Although some laws may allow people to carry firearms in public, except as provided hereinafter the City of Kingsport prohibits any employee from possessing or carrying weapons of any kind while on city property, in city vehicles, or while on duty, except as otherwise provided in T.C.A. section 39-17-1313. This includes:~~

- ~~• Any form of weapon or explosive;~~
- ~~• All firearms;~~
- ~~• Any device listed in T.C.A. section 39-17-1302(a); and
All illegal knives.~~

~~Possession or use of an illegal weapon as defined by Tenn. Code Ann. § 39-17-1302 while on city owned, leased, or controlled property, or while operating city owned, leased, or controlled vehicles is prohibited.~~

~~Pursuant to the authority granted in Tenn. Code. Ann. § 39-17-1314(b), the city is expressly authorized to regulate its employees and independent contractors' right to carry firearms while acting in the scope of their employment or contract.~~

~~Accordingly, city employees and independent contractors are prohibited from carrying firearms when acting in the scope of their employment or contract, except as otherwise provided in Tenn. Ann. Code § 39-17-1313; and further as provided in the exception for Police and Fire Employees hereinafter.~~

~~For purposes of this policy, the term "Firearms" have the definition contained in Tenn. Code Ann. § 39-11-106(13)(A-B).~~

~~If an employee is unsure whether this policy covers an item, is covered by this policy, please contact the Human Resources Manager, or designee. The employee Employees are is responsible for making sure that this policy does not prohibit any item they possess is not prohibited by this policy. Police officers or fire officials designated by T.C.A. section 68-102-149 may carry a weapon on city property, in city vehicles, or while on duty as a condition of their work duties.~~

~~While the city has a policy prohibiting weapons, nothing in this policy shall be construed as creating any duty or obligation on the part of the city to take any action beyond those required of an employer by existing law.~~

Exceptions

Firearms in Employee Vehicles

Pursuant to Tenn. Code Ann. § 39-17-1313(2)(A)(B), employees who have a valid enhanced handgun carry permit, concealed handgun carry permit, or who lawfully carries a handgun pursuant to § 39-17-1307(g) may, unless prohibited by federal law, store a firearm or firearm ammunition in their vehicle as defined by § 55-1-103, while on or utilizing any public or private parking area if:

- the employee's motor vehicle is parked in a location where the motor vehicle is permitted to be; and
- the firearm or ammunition being transported or stored in the motor vehicle:
 - is kept from ordinary observation if the employee is in the motor vehicle; or
 - is kept from ordinary observation and locked within the trunk, glove box, or interior of the employee's motor vehicle or a container securely affixed to the motor vehicle if the employee is not in the motor vehicle.

This exception is granted for the employee's personal vehicle only and does not include any city owned, leased, or controlled vehicles or equipment.

Police and Fire Employees

City police officers may carry handguns at all times provided there is a written directive by the Chief of the Kingsport Police Department authorizing such, regardless of the person's regular duty hours or assignments; see Tenn. Code Ann. § 39-17-1315(a).

Pursuant to Tenn. Code Ann. § 68-102-149, municipal fire investigators who have been authorized, in writing, by the Chief of the Kingsport Fire Department, to conduct investigations relative to the cause and origin of fires and/or arson investigations may carry a pistol or side arm while on active duty.

Both city police officers and fire investigators are also subject to the requirements of their respective departments.

Violation of Policy

An employee who violates this policy is subject to the city's Corrective Action Policy for disciplinary action up to and including termination.

Other Provisions

Nothing in this **weapons** policy should be construed as **creating any duty or obligation on the part of the city to take any action beyond those required of an employer by existing law** ~~to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.~~

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.



SUBJECT: Weapons Policy	REPLACES/AMENDS: Weapons Policy Effective Date November 18, 2008 – (Resolution No.: 2009-125)
SECTION NO.: 23	RESOLUTION NO.:
EFFECTIVE DATE:	POLICY CONTACT: Human Resources

Possession or use of an illegal weapon as defined by Tenn. Code Ann. § 39-17-1302 while on city owned, leased, or controlled property, or while operating city owned, leased, or controlled vehicles is prohibited.

Pursuant to the authority granted in Tenn. Code. Ann. § 39-17-1314(b), the city is expressly authorized to regulate its employees and independent contractors' right to carry firearms while acting in the scope of their employment or contract.

Accordingly, city employees and independent contractors are prohibited from carrying firearms when acting in the scope of their employment or contract, except as otherwise provided in Tenn. Ann. Code § 39-17-1313; and further as provided in the exception for Police and Fire Employees hereinafter.

For purposes of this policy, the term "Firearms" have the definition contained in Tenn. Code Ann. § 39-11-106(13)(A-B).

If an employee is unsure whether this policy covers an item, contact the Human Resources department. The employee is responsible for making sure that this policy does not prohibit any item they possess.

Exceptions

Firearms in Employee Vehicles

Pursuant to Tenn. Code Ann. § 39-17-1313(2)(A)(B), employees who have a valid enhanced handgun carry permit, concealed handgun carry permit, or who lawfully carries a handgun pursuant to § 39-17-1307(g) may, unless prohibited by federal law, store a firearm or firearm ammunition in their vehicle as defined by § 55-1-103, while on or utilizing any public or private parking area if:

- the employee's motor vehicle is parked in a location where the motor vehicle is permitted to be; and
- the firearm or ammunition being transported or stored in the motor vehicle:
 - is kept from ordinary observation if the employee is in the motor vehicle; or
 - is kept from ordinary observation and locked within the trunk, glove box, or interior of the employee's motor vehicle or a container securely affixed to the motor vehicle if the employee is not in the motor vehicle.

This exception is granted for the employee's personal vehicle only and does not include any city owned, leased, or controlled vehicles or equipment.

Police and Fire Employees

City police officers may carry handguns at all times provided there is a written directive by the Chief of the Kingsport Police Department authorizing such, regardless of the person's regular duty hours or assignments; see Tenn. Code Ann. § 39-17-1315(a).

Pursuant to Tenn. Code Ann. § 68-102-149, municipal fire investigators who have been authorized, in writing, by the Chief of the Kingsport Fire Department, to conduct investigations relative to the cause and origin of fires and/or arson investigations may carry a pistol or side arm while on active duty.

Both city police officers and fire investigators are also subject to the requirements of their respective departments.

Violation of Policy

An employee who violates this policy is subject to the city's Corrective Action Policy for disciplinary action up to and including termination.

Other Provisions

Nothing in this weapons policy shall be construed as creating any duty or obligation on the part of the city to take any action beyond those required of an employer by existing law.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. As of the effective date, this policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Tenn. Code Ann. § 39-17-1302

39-17-1302. Prohibited weapons.

(a) A person commits an offense who intentionally or knowingly possesses, manufactures, transports, repairs or sells:

- (1) An explosive or an explosive weapon;
- (2) A device principally designed, made or adapted for delivering or shooting an explosive weapon;
- (3) A machine gun;
- (4) A short-barrel rifle or shotgun;
- (5) Hoax device;
- (6) Knuckles; or
- (7) Any other implement for infliction of serious bodily injury or death that has no common lawful purpose.

(b) It is a defense to prosecution under this section that the person's conduct:

- (1) Was incident to the performance of official duty and pursuant to military regulations in the army, navy, air force, coast guard or marine service of the United States or the Tennessee national guard, or was incident to the performance of official duty in a governmental law enforcement agency or a penal institution;
- (2) Was incident to engaging in a lawful commercial or business transaction with an organization identified in subdivision (b)(1);
- (3) Was incident to using an explosive or an explosive weapon in a manner reasonably related to a lawful industrial or commercial enterprise;
- (4) Was incident to using the weapon in a manner reasonably related to a lawful dramatic performance or scientific research;
- (5) Was incident to displaying the weapon in a public museum or exhibition; or
- (6) Was licensed by the state of Tennessee as a manufacturer, importer or dealer in weapons; provided, that the manufacture, import, purchase, possession, sale or disposition of weapons is authorized and incident to carrying on the business for which licensed and is for scientific or research purposes or sale or disposition to an organization designated in subdivision (b)(1).

(c) It is an affirmative defense to prosecution under this section that the person must prove by a preponderance of the evidence that:

(1) The person's conduct was relative to dealing with the weapon solely as a curio, ornament or keepsake, and if the weapon is a type described in subdivisions (a)(1)-(4), that it was in a nonfunctioning condition and could not readily be made operable; or

(2) The possession was brief and occurred as a consequence of having found the weapon or taken it from an aggressor.

(d) It is an exception to the application of subsection (a) that the person acquiring or possessing a weapon described in subdivisions (a)(3) or (a)(4) is in full compliance with the requirements of the National Firearms Act ([26 U.S.C. §§ 5841-5862](#)).

(e) Subsection (a) shall not apply to the possession, manufacture, transportation, repair, or sale of an explosive if:

(1) The person in question is eighteen (18) years of age or older; and

(2) The possession, manufacture, transport, repair, or sale was incident to creating or using an exploding target for lawful sporting activity, as solely intended by the commercial manufacturer.

(f)

(1) An offense under subdivision (a)(1) is a Class B felony.

(2) An offense under subdivisions (a)(2)-(4) is a Class E felony.

(3) An offense under subdivision (a)(5) is a Class C felony.

(4) An offense under subdivisions (a)(6)-(7) is a Class A misdemeanor.

Tenn. Code Ann. § 39-17-1314

**39-17-1314. Preemption of local regulation of firearms, ammunition, and knives —
Actions against firearms or ammunition manufacturer, trade association, or dealer
— Party adversely affected by local regulation.**

(a) Except as otherwise provided by state law or as specifically provided in subsection (b), the general assembly preempts the whole field of the regulation of firearms, ammunition, or components of firearms or ammunition, or combinations thereof including, but not limited to, the use, purchase, transfer, taxation, manufacture, ownership, possession, carrying, sale, acquisition, gift, devise, licensing, registration, storage, and transportation thereof, to the exclusion of all county, city, town, municipality, or metropolitan government law, ordinances, resolutions, enactments or regulation. No county, city, town, municipality, or metropolitan government nor any local agency, department, or official shall occupy any part of the field regulation of firearms, ammunition or components of firearms or ammunition, or combinations thereof.

(b) A city, county, town, municipality or metropolitan government is expressly authorized to regulate by ordinance, resolution, policy, rule or other enactment the following:

(1) The carrying of firearms by employees or independent contractors of the city, county, town municipality or metropolitan government when acting in the course and scope of their employment or contract, except as otherwise provided in [§ 39-17-1313](#),

(2) The discharge of firearms within the boundaries of the applicable city, county, town, municipality or metropolitan government, except when and where the discharge of a firearm is expressly authorized or permitted by state law;

(3) The location of a sport shooting range, except as otherwise provided in [§§ 39-17-316](#) and [13-3-412](#). To the extent that a city, county, town, municipality, or metropolitan government has or enforces any regulation of privately owned or operated sport shooting ranges, the city, county, town, municipality, or metropolitan government shall not impose greater restrictions or requirements on privately owned or operated ranges than are applicable to any range located within the same unit of local government and owned or operated by a government entity. A party may challenge any regulation of a sport shooting range that violates this subdivision (b)(3) in the manner described in subsection (g); and

(4) The enforcement of any state or federal law pertaining to firearms, ammunition, or components of firearms or ammunition, or combinations thereof, except as prohibited by [§ 38-3-115](#).

(c) The general assembly declares that the lawful design, marketing, manufacture and sale of firearms and ammunition to the public are not unreasonably dangerous activities and do not constitute a nuisance per se.

(d)

(1) The authority to bring suit and right to recover against any firearms or ammunition manufacturer, trade association or dealer by or on behalf of any state entity, county, municipality or metropolitan government for damages, abatement or injunctive relief resulting from or relating to the lawful design, manufacture, marketing or sale of firearms or ammunition to the public shall be reserved exclusively to the state.

(2) Nothing in this subsection (d) shall be construed to prohibit a county, municipality, or metropolitan government from bringing an action against a firearms or ammunition manufacturer or dealer for breach of contract or warranty as to firearms or ammunition purchased by such county, municipality, or metropolitan government.

(3) Nothing in this subsection (d) shall preclude an individual from bringing a cause of action for breach of a written contract, breach of an express warranty, or for injuries resulting from defects in the materials or workmanship in the manufacture of the firearm.

(e) Subsections (c) and (d) shall not apply in any litigation brought by an individual against a firearms or ammunition manufacturer, trade association or dealer.

(f) It is the intent of the general assembly that this part is preemptive with respect to the transfer, ownership, possession or transportation of knives and no city, county, or metropolitan government shall occupy any part of the field of regulation of the transfer, ownership, possession or transportation of knives.

(g)

(1)

(A) Notwithstanding title 29, chapter 20; title 9, chapter 8; and [§ 20-13-102](#), a party may file an action in a court of competent jurisdiction against any of the persons or entities listed in subdivisions (g)(1)(A)(i) and (ii), if the party is adversely affected by:

(i) An ordinance, resolution, policy, rule, or other enactment that is adopted or enforced by a county, city, town, municipality, or metropolitan government or any local agency, department, or official that violates this section; or

(ii) The creation or maintenance of a record, database, registry, or collection of records, in violation of [§ 39-17-1305](#), by a state or local government entity, official, employee, or agent.

(B) The adversely affected party may seek:

(i) Declaratory and injunctive relief; and

(ii) Damages, as provided in subsection (i).

(2) This subsection (g) shall apply to any ordinance, resolution, policy, rule, or other enactment that is adopted or enforced on or after July 1, 2017, or any record, database, registry, or collection of records that is made or maintained on or after July 1, 2021.

(h) As used in subsection (g), a party is "adversely affected" if:

(1) The party is an individual who:

(A) Lawfully resides within the United States;

(B) May legally possess a firearm under Tennessee law; and

(C) Is or was subject to the ordinance, resolution, policy, rule, or other enactment or was included as an entry on a database, registry, or collection of records, that is the subject of an action filed under subsection (g). An individual is or was subject to the ordinance, resolution, policy, rule, or other enactment if the individual is or was physically present within the boundaries of the political subdivision for any reason; or

(2) The party is a membership organization that:

(A) Includes two (2) or more individuals described in subdivision (h)(1); and

(B) Is dedicated in whole or in part to protecting the rights of persons who possess, own, or use firearms for competitive, sporting, defensive, or other lawful purposes.

(i) A prevailing plaintiff in an action under subsection (g) is entitled to recover from the county, city, town, municipality, or metropolitan, state, or local government entity the following:

(1) The greater of:

(A) Actual damages, including consequential damages, attributable to the ordinance, resolution, policy, rule, enactment, database, registry, or collection of records; or

(B) Three (3) times the plaintiff's attorney's fees;

(2) Court costs, including fees; and

(3) Reasonable attorney's fees; provided, that attorney's fees shall not be awarded under this subdivision (i)(3) if the plaintiff recovers under subdivision (i)(1)(B).

Tenn. Code Ann. § 39-17-1313

39-17-1313. Transporting and storing a firearm or firearm ammunition in motor vehicle by permit holder or one who lawfully carries a handgun.

(a) Notwithstanding any law or any ordinance or resolution adopted by the governing body of a city, county, or metropolitan government, including any ordinance or resolution enacted before April 8, 1986, that prohibits or regulates the possession, transportation, or storage of a firearm or firearm ammunition, a person who has a valid enhanced handgun carry permit or concealed handgun carry permit or who lawfully carries a handgun pursuant to [§ 39-17-1307\(g\)](#) may, unless expressly prohibited by federal law, transport and store a firearm or firearm ammunition in the person's motor vehicle, as defined in [§ 55-1-103](#), while on or utilizing any public or private parking area if:

(1) The person's motor vehicle is parked in a location where the motor vehicle is permitted to be; and

(2) The firearm or ammunition being transported or stored in the motor vehicle:

(A) Is kept from ordinary observation if the person is in the motor vehicle; or

(B) Is kept from ordinary observation and locked within the trunk, glove box, or interior of the person's motor vehicle or a container securely affixed to the motor vehicle if the person is not in the motor vehicle.

(b) No business entity, public or private employer, or the owner, manager, or legal possessor of the property shall be held liable in any civil action for damages, injuries or death resulting from or arising out of another's actions involving a firearm or ammunition transported or stored by a person in a person's motor vehicle pursuant to subsection (a) unless the business entity, public or private employer, or the owner, manager, or legal possessor of the property commits an offense involving the use of the stored firearm or ammunition or intentionally solicits or procures the conduct resulting in the damage, injury or death. Nor shall a business entity, public or private employer, or the owner, manager, or legal possessor of the property be responsible for the theft of a firearm or ammunition stored by a person in a person's motor vehicle pursuant to subsection (a).

(c) For purposes of this section:

(1) "Motor vehicle" means any motor vehicle as defined in [§ 55-1-103](#), which is in the lawful possession of the person, but does not include any motor vehicle which is owned or leased by a governmental or business entity and that is provided by such entity to an employee for use during the course of employment if the entity has adopted a written policy prohibiting firearms or ammunition not required for employment within the entity's motor vehicles; and

(2)

(A) "Parking area" means any property provided by a business entity, public or private employer, or the owner, manager, or legal possessor of the property for the purpose of permitting its invitees, customers, clients or employees to park privately owned motor vehicles; and

(B) "Parking area" does not include the grounds or property of an owner-occupied, single-family detached residence, or a tenant-occupied single-family detached residence.

(d) A person transporting, storing or both transporting and storing a firearm or firearm ammunition in accordance with this section does not violate this section if the firearm or firearm ammunition is observed by another person or security device during the ordinary course of the person securing the firearm or firearm ammunition from observation in or on a motor vehicle.

Tenn. Code Ann. § 39-11-106

39-11-106. Title definitions.

(a) As used in this title, unless the context requires otherwise:

(1) "Antique firearm" means:

(A) Any firearm, including any firearm with a matchlock, flintlock, percussion cap, or similar type of ignition system, manufactured in or before the year 1898;

(B) Any replica of any firearm described in subdivision (a)(1)(A) if such replica:

(i) Is not designed or redesigned for using rimfire or conventional centerfire fixed ammunition; or

(ii) Uses rimfire or conventional centerfire fixed ammunition which is no longer manufactured in the United States and which is not readily available in the ordinary channels of commercial trade; or

(C) Any muzzle loading rifle, muzzle loading shotgun, or muzzle loading pistol, which is designed to use black powder, or a black powder substitute, and which cannot use fixed ammunition;

(2) "Benefit" means anything reasonably regarded as economic gain, enhancement or advantage, including benefit to any other person in whose welfare the beneficiary is interested;

(3) "Bodily injury" includes a cut, abrasion, bruise, burn or disfigurement, and physical pain or temporary illness or impairment of the function of a bodily member, organ, or mental faculty;

(4) "Coercion" means a threat, however communicated, to:

(A) Commit any offense;

(B) Wrongfully accuse any person of any offense;

(C) Expose any person to hatred, contempt or ridicule;

(D) Harm the credit or business reputation of any person; or

(E) Take or withhold action as a public servant or cause a public servant to take or withhold action;

(5) "Criminal negligence" refers to a person who acts with criminal negligence with respect to the circumstances surrounding that person's conduct or the result of that conduct when the person ought to be aware of a substantial and unjustifiable risk that the circumstances exist or the result will occur. The risk must be of such a nature and degree that the failure to perceive it constitutes a gross deviation from the standard of care that an ordinary person would exercise under all the circumstances as viewed from the accused person's standpoint;

(6) "Deadly weapon" means:

(A) A firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury; or

(B) Anything that in the manner of its use or intended use is capable of causing death or serious bodily injury;

(7)

(A) "Deception" means that a person knowingly:

(i) Creates or reinforces a false impression by words or conduct, including false impressions of fact, law, value or intention or other state of mind that the person does not believe to be true;

(ii) Prevents another from acquiring information which would likely affect the other's judgment in the transaction;

(iii) Fails to correct a false impression of law or fact the person knows to be false and:

(a) The person created; or

(b) Knows is likely to influence another;

(iv) Fails to disclose a lien, security interest, adverse claim or other legal impediment to the enjoyment of the property, whether the impediment is or is not valid, or is or is not a matter of public record;

(v) Employs any other scheme to defraud; or

(vi)

(a) Promises performance that at the time the person knew the person did not have the ability to perform or that the person does not intend to perform or knows will not be performed, except mere failure to perform is insufficient to establish that the person did not intend to perform or knew the promise would not be performed;

(b) Promising performance includes issuing a check or similar sight order for the payment of money or use of a credit or debit card when the person knows the check, sight order, or credit or debit slip will not be honored for any reason;

(B) "Deception" does not include falsity as to matters having no pecuniary significance or puffing by statements unlikely to deceive ordinary persons in the group addressed;

(8) "Defendant" means a person accused of an offense under this title and includes any person who aids or abets the commission of such offense;

(9) "Deprive" means to:

(A) Withhold property from the owner permanently or for such a period of time as to substantially diminish the value or enjoyment of the property to the owner;

(B) Withhold property or cause it to be withheld for the purpose of restoring it only upon payment of a reward or other compensation; or

(C) Dispose of property or use it or transfer any interest in it under circumstances that make its restoration unlikely;

(10) "Destructive device":

(A) Means:

(i) Any explosive, incendiary, or poison gas:

(a) Bomb;

(b) Grenade;

(c) Rocket having a propellant charge of more than four ounces (4 oz.);

(d) Missile having an explosive or incendiary charge of more than one-quarter ounce (0.25 oz.);

(e) Mine; or

(f) Device similar to any of the devices described in subdivisions (a)(10)(A)(i)(a)-(e); and

(ii) Any combination of parts either designed or intended for use in converting any device into any destructive device described in subdivision (a)(10)(A)(i) and from which a destructive device may be readily assembled; and

(B) Does not include:

(i) Any device that is neither designed nor redesigned for use as a weapon;

(ii) Any device, although originally designed for use as a weapon, that is redesigned for use as a signaling, pyrotechnic, line throwing, safety, or similar device;

(iii) Surplus ordnance sold, loaned, or given by the secretary of the Army pursuant to [10 U.S.C. § 7684\(2\)](#), [10 U.S.C. § 7685](#), or [10 U.S.C. § 7686](#);

(iv) Any antique or rifle which the owner intends to use solely for sporting purposes; or

(v) Any other device that is not likely to be used as a weapon;

(11) "Effective consent" means assent in fact, whether express or apparent, including assent by one legally authorized to act for another. Consent is not effective when:

(A) Induced by deception or coercion;

(B) Given by a person the defendant knows is not authorized to act as an agent;

(C) Given by a person who, by reason of youth, mental disease or defect, or intoxication, is known by the defendant to be unable to make reasonable decisions regarding the subject matter; or

(D) Given solely to detect the commission of an offense;

(12) "Emancipated minor" means any minor who is or has been married, or has by court order or otherwise been freed from the care, custody and control of the minor's parents;

(13) "Firearm":

(A) Means:

(i) Any weapon that will or is designed to or may readily be converted to expel a projectile by the action of an explosive;

(ii) The frame or receiver of any such weapon;

(iii) Any firearm muffler or firearm silencer; or

(iv) Any destructive device; and

(B) Does not include an antique firearm;

(14) "Force" means compulsion by the use of physical power or violence and shall be broadly construed to accomplish the purposes of this title;

(15) "Fraud" means as used in normal parlance and includes, but is not limited to, deceit, trickery, misrepresentation and subterfuge, and shall be broadly construed to accomplish the purposes of this title;

(16) "Government" means the state or any political subdivision of the state, and includes any branch or agency of the state, a county, municipality or other political subdivision;

(17) "Governmental record" means anything:

(A) Belonging to, received or kept by the government for information; or

(B) Required by law to be kept by others for information of the government;

(18) "Grave sexual abuse" means:

(A) Aggravated rape, pursuant to [§ 39-13-502](#),

(B) Rape, pursuant to [§ 39-13-503](#),

(C) Rape of a child, pursuant to [§ 39-13-522](#), or

(D) Aggravated rape of a child, pursuant to [§ 39-13-531](#);

(19) "Handgun" means any firearm with a barrel length of less than twelve inches (12") that is designed, made or adapted to be fired with one (1) hand;

(20) "Harm" means anything reasonably regarded as loss, disadvantage or injury, including harm to another person in whose welfare the person affected is interested;

(21) "Intentional" means that a person acts intentionally with respect to the nature of the conduct or to a result of the conduct when it is the person's conscious objective or desire to engage in the conduct or cause the result;

(22) "Jail" includes workhouse and "workhouse" includes jail, whenever the context so requires or will permit;

(23) "Knowing" means that a person acts knowingly with respect to the conduct or to circumstances surrounding the conduct when the person is aware of the nature of the conduct or that the circumstances exist. A person acts knowingly with respect to a result of the person's conduct when the person is aware that the conduct is reasonably certain to cause the result;

(24) "Law enforcement officer" means an officer, employee or agent of government who has a duty imposed by law to:

(A) Maintain public order; or

(B) Make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses; and

(C) Investigate the commission or suspected commission of offenses;

(25) "Legal privilege" means a particular or peculiar benefit or advantage created by law;

(26) "Minor" means any person under eighteen (18) years of age;

(27)

(A) "Obtain" means to:

(i) Bring about a transfer or purported transfer of property or of a legally recognized interest in the property, whether to the defendant or another; or

(ii) Secure the performance of service;

(B) "Obtain" includes, but is not limited to, the taking, carrying away or the sale, conveyance or transfer of title to or interest in or possession of property, and includes, but is not limited to, conduct known as larceny, larceny by trick, larceny by conversion, embezzlement, extortion or obtaining property by false pretenses;

(28) "Official proceeding" means any type of administrative, executive, legislative or judicial proceeding that may be conducted before a public servant authorized by law to take statements under oath;

(29) "Owner" means a person, other than the defendant, who has possession of or any interest other than a mortgage, deed of trust or security interest in property, even though that possession or interest

is unlawful and without whose consent the defendant has no authority to exert control over the property;

(30) "Person" includes the singular and the plural and means and includes any individual, firm, partnership, copartnership, association, corporation, governmental subdivision or agency, or other organization or other legal entity, or any agent or servant thereof;

(31) "Property" means anything of value, including, but not limited to, money, real estate, tangible or intangible personal property, including anything severed from land, library material, contract rights, choses-in-action, interests in or claims to wealth, credit, admission or transportation tickets, captured or domestic animals, food and drink, electric or other power. Commodities of a public nature, such as gas, electricity, steam, water, cable television and telephone service constitute property, but the supplying of such a commodity to premises from an outside source by means of wires, pipes, conduits or other equipment is deemed a rendition of service rather than a sale or delivery of property;

(32) "Public place" means a place to which the public or a group of persons has access and includes, but is not limited to, highways, transportation facilities, schools, places of amusement, parks, places of business, playgrounds and hallways, lobbies and other portions of apartment houses and hotels not constituting rooms or apartments designed for actual residence. An act is deemed to occur in a public place if it produces its offensive or proscribed consequences in a public place;

(33) "Public servant" means:

(A) Any public officer or employee of the state or of any political subdivision of the state or of any governmental instrumentality within the state including, but not limited to, law enforcement officers;

(B) Any person exercising the functions of any such public officer or employee;

(C) Any person participating as an adviser, consultant or otherwise performing a governmental function, but not including witnesses or jurors; or

(D) Any person elected, appointed or designated to become a public servant, although not yet occupying that position;

(34) "Reckless" means that a person acts recklessly with respect to circumstances surrounding the conduct or the result of the conduct when the person is aware of, but consciously disregards a substantial and unjustifiable risk that the circumstances exist or the result will occur. The risk must be of such a nature and degree that its disregard constitutes a gross deviation from the standard of care that an ordinary person would exercise under all the circumstances as viewed from the accused person's standpoint;

(35)

(A) "Recorded device" means the tangible medium upon which sounds or images are recorded or otherwise stored;

(B) "Recorded device" includes any original phonograph record, disc, tape, audio, or videocassette, wire, film or other medium now known or later developed on which sounds or images are or can be recorded or otherwise stored, or any copy or reproduction which duplicates, in whole or in part, the original;

(36) "Security guard/officer" means an individual employed to perform any function of a security guard/officer and security guard/officer patrol service as set forth in the Private Protective Services Licensing and Regulatory Act, compiled in title 62, chapter 35;

(37) "Serious bodily injury" means bodily injury that involves:

(A) A substantial risk of death;

(B) Protracted unconsciousness;

(C) Extreme physical pain;

(D) Protracted or obvious disfigurement;

(E) Protracted loss or substantial impairment of a function of a bodily member, organ or mental faculty; or

(F) A broken bone of a child who is twelve (12) years of age or less;

(38) "Services" includes labor, skill, professional service, transportation, telephone, mail, gas, electricity, steam, water, cable television, entertainment subscription service or other public services, accommodations in hotels, restaurants or elsewhere, admissions to exhibitions, use of vehicles or other movable property, and any other activity or product considered in the ordinary course of business to be a service, regardless of whether it is listed in this subdivision (a)(38) or a specific statute exists covering the same or similar conduct; and

(39) "Value":

(A) Subject to the additional criteria of subdivisions (a)(39)(B)-(D), "value" under this title means:

(i) The fair market value of the property or service at the time and place of the offense; or

(ii) If the fair market value of the property cannot be ascertained, the cost of replacing the property within a reasonable time after the offense;

(B) The value of documents, other than those having a readily ascertainable fair market value, means:

(i) The amount due and collectible at maturity, less any part that has been satisfied, if the document constitutes evidence of a debt; or

(ii) The greatest amount of economic loss that the owner might reasonably suffer by virtue of loss of the document, if the document is other than evidence of a debt;

(C) If property or service has value that cannot be ascertained by the criteria set forth in subdivisions (a)(39)(A) and (B), the property or service is deemed to have a value of less than fifty dollars (\$50.00);

(D) If the defendant gave consideration for or had a legal interest in the property or service that is the object of the offense, the amount of consideration or value of the interest shall be deducted from the value of the property or service ascertained under subdivision (a)(39)(A), (B) or (C) to determine value; and

(E) For a violation of [§ 39-14-408\(b\)\(1\)](#), the value of the property includes the fair market value of repairing, cleaning, and restoring the property.

(b) The definition of a term in subsection (a) applies to each grammatical variation of the term.

Tenn. Code Ann. § 39-17-1307

39-17-1307. Unlawful carrying or possession of a weapon.

(a)

(1) A person commits an offense who carries, with the intent to go armed, a firearm or a club.

(2)

(A) The first violation of subdivision (a)(1) is a Class C misdemeanor, and, in addition to possible imprisonment as provided by law, may be punished by a fine not to exceed five hundred dollars (\$500).

(B) A second or subsequent violation of subdivision (a)(1) is a Class B misdemeanor.

(C) A violation of subdivision (a)(1) is a Class A misdemeanor if the person's carrying of a handgun occurred at a place open to the public where one (1) or more persons were present.

(b)

(1) A person commits an offense who unlawfully possesses a firearm, as defined in [§ 39-11-106](#), and:

(A) Has been convicted of a felony crime of violence, an attempt to commit a felony crime of violence, or a felony involving use of a deadly weapon; or

(B) Has been convicted of a felony drug offense.

(2) An offense under subdivision (b)(1)(A) is a Class B felony.

(3) An offense under subdivision (b)(1)(B) is a Class C felony.

(c)

(1) A person commits an offense who possesses a handgun and has been convicted of a felony unless:

(A) The person has been pardoned for the offense;

(B) The felony conviction has been expunged; or

(C) The person's civil rights have been restored pursuant to title 40, chapter 29, and the restoration order does not specifically prohibit the person from possessing firearms.

(2) An offense under subdivision (c)(1) is a Class E felony.

(d)

(1) A person commits an offense who possesses a deadly weapon other than a firearm with the intent to employ it during the commission of, attempt to commit, or escape from a dangerous offense as defined in [§ 39-17-1324](#).

(2) A person commits an offense who possesses any deadly weapon with the intent to employ it during the commission of, attempt to commit, or escape from any offense not defined as a dangerous offense by [§ 39-17-1324](#).

(3)

(A) Except as provided in subdivision (d)(3)(B), a violation of this subsection (d) is a Class E felony.

(B) A violation of this subsection (d) is a Class E felony with a maximum fine of six thousand dollars (\$6,000), if the deadly weapon is a switchblade knife.

(e)

(1) It is an exception to the application of subsection (a) that a person is carrying or possessing a firearm, loaded firearm, or firearm ammunition in a motor vehicle or boat if the person:

(A) Is not prohibited from possessing or receiving a firearm by [18 U.S.C. § 922\(g\)](#) or purchasing a firearm by [§ 39-17-1316](#); and

(B) Is in lawful possession of the motor vehicle or boat.

(2)

(A) As used in this subsection (e):

(i) "Boat" means any watercraft, other than a seaplane on the water, designed and used primarily for navigation or transportation on the water; and

(ii) "Motor vehicle" has the same meaning as defined in [§ 55-1-103](#).

(B) This subsection (e) shall not apply to a motor vehicle or boat that is:

(i) Owned or leased by a governmental or private entity that has adopted a written policy prohibiting firearms, loaded firearms, or firearm ammunition not required for employment within the motor vehicle or boat; and

(ii) Provided by such entity to an employee for use during the course of employment.

(f)

(1) A person commits an offense who possesses a firearm, as defined in [§ 39-11-106\(a\)](#), and:

(A) Has been convicted of a misdemeanor crime of domestic violence as defined in [18 U.S.C. § 921](#), and is still subject to the disabilities of such a conviction;

(B) Is, at the time of the possession, subject to an order of protection that fully complies with [18 U.S.C. § 922\(g\)\(8\)](#); or

(C) Is prohibited from possessing a firearm under any other state or federal law.

(2) If the person is licensed as a federal firearms dealer or a responsible party under a federal firearms license, the determination of whether such an individual possesses firearms that constitute the business inventory under the federal license shall be determined based upon the applicable federal statutes or the rules, regulations and official letters, rulings and publications of the bureau of alcohol, tobacco, firearms and explosives.

(3) For purposes of this section, a person does not possess a firearm, including, but not limited to, firearms registered under the National Firearms Act ([26 U.S.C. § 5801 et seq.](#)), if the firearm is in a safe or similar container that is securely locked and to which the respondent does not have the combination, keys or other means of normal access.

(4) A violation of subdivision (f)(1) is a Class A misdemeanor and each violation constitutes a separate offense.

(5) If a violation of subdivision (f)(1) also constitutes a violation of [§ 36-3-625\(h\)](#) or [§ 39-13-113\(h\)](#), the respondent may be charged and convicted under any or all such sections.

(g) It is an exception to the application of subsection (a) that a person is carrying, whether openly or concealed, a handgun and:

(1)

(A) The person is at least twenty-one (21) years of age; or

(B) The person is at least eighteen (18) years of age and:

(i) Is an honorably discharged or retired veteran of the United States armed forces;

(ii) Is an honorably discharged member of the army national guard, the army reserve, the navy reserve, the marine corps reserve, the air national guard, the air force reserve, or the coast guard reserve, who has successfully completed a basic training program; or

(iii) Is a member of the United States armed forces on active duty status or is a current member of the army national guard, the army reserve, the navy reserve, the marine corps reserve, the air national guard, the air force reserve, or the coast guard reserve, who has successfully completed a basic training program;

(2) The person lawfully possesses the handgun; and

(3) The person is in a place where the person is lawfully present.

(h)

(1) A person commits an offense who carries, with the intent to go armed, a firearm and:

(A) Has been convicted of stalking as prohibited by [§ 39-17-315](#);

(B) Has been convicted of the offense of driving under the influence of an intoxicant in this or any other state two (2) or more times within the prior ten (10) years or one (1) time within the prior five (5) years;

(C) Has been adjudicated as a mental defective, judicially committed to or hospitalized in a mental institution pursuant to title 33, or had a court appoint a conservator for the person by reason of a mental defect; or

(D) Is otherwise prohibited from possessing a firearm by [18 U.S.C. 922\(g\)](#) as it existed on January 1, 2021.

(2) An offense under subdivision (h)(1) is a Class B misdemeanor.

Tenn. Code Ann. § 55-1-103

55-1-103. “Autocycle,” “motor bicycle,” “motor vehicle,” “motorcycle,” “vehicle” and “freight motor vehicle” defined.

- (a) “Autocycle” means a three-wheeled motorcycle that is equipped with safety belts, steering wheel, and nonstraddle seating, and is manufactured to comply with federal safety requirements for motorcycles.
 - (b) “Motor bicycle” means a motorized bicycle as defined in [§ 55-8-101](#).
 - (c) “Motor vehicle” means every vehicle that is self-propelled, excluding electric scooters, motorized bicycles, personal delivery devices, and every vehicle that is propelled by electric power obtained from overhead trolley wires. “Motor vehicle” means any low speed vehicle or medium speed vehicle as defined in this chapter. “Motor vehicle” means any mobile home or house trailer as defined in [§ 55-1-105](#).
 - (d) “Motorcycle” means every motor vehicle that has a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, including an autocycle and does not include a tractor or motorized bicycle.
 - (e) “Vehicle” and “freight motor vehicle” means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.
-

Tenn. Code Ann. § 39-17-1315

39-17-1315. Written directive and permit to carry handguns.

(a)

(1)

(A) The following persons may carry handguns at all times pursuant to a written directive by the executive supervisor of the organization to which the person is or was attached or employed, regardless of the person's regular duty hours or assignments:

- (i) Any law enforcement officer, police officer, bonded and sworn deputy sheriff, director, commissioner, county magistrate or retired law enforcement officer who is bonded and who, at the time of receiving the written directive, has successfully completed and, except for a law enforcement officer who has retired in good standing as certified by the chief law enforcement officer of the organization from which the officer retired, continues to successfully complete on an annual basis a firearm training program of at least eight (8) hours duration;
- (ii) Any director or full-time employee of the Tennessee emergency management agency in the performance of the director's or employee's duty;
- (iii) Any duly authorized representative or full-time employee of the department of correction who has been specifically designated by the commissioner of the department to execute warrants issued pursuant to [§ 40-28-121](#) or [§ 40-35-311](#) or to perform such other duties as specifically designated by the commissioner; or
- (iv) Any other officer or person authorized to carry handguns by this, or any other law of this state.

(B) A copy of the written directive shall be retained as a portion of the records of the particular law enforcement agency that shall issue the directive. Nothing in this subdivision (a)(1) shall prevent federal officers from carrying firearms as prescribed by federal law.

(2)

(A) Any duly elected and sworn constable in any county having a population of not less than eleven thousand one hundred (11,100) nor more than eleven thousand two hundred (11,200), according to the 1970 federal census or any subsequent federal census, and being a county in which constables retain law enforcement powers and duties under [§§ 8-10-108](#), [40-6-210](#), [55-8-152](#), [57-5-202](#) and [57-9-101](#), are authorized to and may carry handguns at all times and may equip their vehicles with blue and red lights and sirens. The sheriff of such county shall issue a written directive or permit authorizing the constables to carry a handgun; provided, that each constable has

Tenn. Code Ann. § 39-17-1315

completed the same eight-hour annual firearm training program as is required by this subsection (a).

(B) The county commission may, by a two-thirds ($\frac{2}{3}$) vote, require the constable to have in effect a liability policy or a corporate surety bond in an amount of not less than fifty thousand dollars (\$50,000).

(b)

(1) An individual, corporation or business entity is authorized to prohibit the possession of weapons by employees otherwise authorized by this subsection (b) on premises owned, operated or managed by the individual, corporation or business entity. Notice of the prohibition shall be posted or otherwise noticed to all affected employees.

(2) An individual, corporation, business entity or governmental entity or agent thereof is authorized to prohibit possession of weapons by any person otherwise authorized by this subsection (b), at meetings conducted by, or on premises owned, operated, managed or under control of the individual, corporation, business entity or governmental entity. Notice of the prohibition shall be posted or announced.

Tenn. Code Ann. § 68-102-149

68-102-149. Firearms for fire officials.

- (a) It is lawful for the state fire marshal provided for in [§ 68-102-112](#), and such deputies as the fire marshal may designate who are full-time salaried employees of this state, to carry a pistol or side arm while on active duty in order to protect their own lives and to effectuate the purposes of their responsibilities in investigating cases of arson or suspected arson.
- (b) It is lawful for municipal fire investigators who have been authorized by the chief of the municipal fire department or the director of fire services to conduct investigations relative to the cause and origin of fires and/or arson investigations to carry a pistol or side arm while on active duty in order to protect their own lives and to effectuate the purposes of their responsibilities in investigating cases of arson or suspected arson. For the sole purpose of being able to carry a pistol, such investigators shall comply with the requirements of [§ 39-17-1315\(a\)](#).
- (c) It is lawful for salaried county fire investigators who have been authorized by the chief of the county-wide fire department or the director of fire services to conduct investigations relative to the cause and origin of fires or arson investigations to carry a pistol or side arm while on active duty in order to protect their own lives and to effectuate the purposes of their responsibilities in investigating cases of arson or suspected arson. For the sole purpose of being able to carry a pistol, such investigators shall comply with the requirements of [§ 39-17-1315\(a\)](#).
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AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Accept the Microsoft Software License Terms and Conditions for the Acquisition of Microsoft 365 Licenses

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

Action Form No.: AF-21-2022
 Work Session: January 18, 2022
 First Reading: N/A

Final Adoption: January 18, 2022
 Staff Work By: Mark Woomer
 Presentation By: C. McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The city needs to obtain licenses for Microsoft 365 in order for the police department to utilize the CentralSquare Zuercher application. In order to obtain these licenses the city must acknowledge its acceptance of the Microsoft terms and conditions and validate its eligibility for Office 365 for government.

Acquisition of Microsoft 365 licenses is a necessary component of the hardware and software upgrades implemented by the police department. Previously the board adopted Resolution No. 2021-113 which authorized the purchase of software upgrades from CentralSquare and a membership with TriTech Software systems. Additionally, the board adopted Resolution No. 2021-203 which authorized the purchase of Dell hardware upgrades, such as tablets, keyboards, and docking stations, for the police department.

Microsoft 365 licenses are required to use the CentralSquare Zuercher application. This is a necessary step in the modernization of the information technology systems utilized by the police department. Before the licenses can be obtained, the Microsoft Terms and Conditions must be agreed to as per the Microsoft website.

The accompanying resolution authorizes the mayor to take the necessary steps to accept the Microsoft license terms and conditions and validate the city's eligibility for Office 365 for government which is necessary in order to acquire the Microsoft 365 licenses. This must be done through Microsoft's website as opposed to the execution of a physical contract.

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: *Jm*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE
MICROSOFT OFFICE 365 TERMS AND CONDITIONS AND
VALIDATE THE CITY'S ELIGIBILITY FOR OFFICE 365 FOR
GOVERNMENT

WHEREAS, in accordance with Resolution Nos. 2021-113 and 2021-203 the city has acquired and implemented upgrades to the software and hardware currently in use by the police department in order to modernize its information technology systems; and

WHEREAS, as part of this process licenses for Microsoft 365 must be acquired in order to utilize the CentralSquare Zuercher application purchased in accordance with Resolution No. 2021-113; and

WHEREAS, in order to acquire Microsoft 365 licenses the city must accept the Microsoft software license terms and conditions and validate its eligibility for Office 365 for government; and

WHEREAS, the city must submit the acceptance of the terms and conditions and validate its eligibility through Microsoft's website.

Now therefore,

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

SECTION I. That the Microsoft software license terms and conditions for the acquisition of Microsoft 365 licenses are accepted.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to take such actions necessary and proper to accept the Microsoft software license terms and conditions and to validate the city's eligibility for Microsoft Office 365 for Government by electronically signing or certifying acceptance of the terms and conditions and validation of the city's eligibility for Office 365 for Government so long as the same are approved as to form by the city attorney, and the requirements of Article X, Section 10 of the Charter of the City of Kingsport are met, and to take any other actions necessary and proper as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by this resolution.

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

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

ADOPTED this the 18th day of January, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY