



## **AGENDA**

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

**Monday, May 2, 2022, 4:30 p.m.  
City Hall, 415 Broad Street, Boardroom**

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

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

#### **Leadership Team**

Chris McCartt, City Manager  
Michael Borders, Assistant City Manager  
J. Michael Billingsley, City Attorney  
Lisa Winkle, City Recorder/CFO  
John Rose, Economic Development Director  
Adrienne Batara, Public Relations Director

Ryan McReynolds, Deputy City Manager  
Jessica Harmon, Assistant City Manager  
Tyra Copas, Human Resources Director  
Dale Phipps, Police Chief  
John Morris, Budget Director  
Scott Boyd, Fire Chief

1. Call to Order
2. Roll Call
3. ~~Economic Development HUB – Will Barrett~~
4. Utility Rate Plan – Raftelis Financial Consultants
5. Review of items on May 3, 2022 Business Meeting Agenda
6. Adjourn

Reschedule

**Next Budget Session, Monday, May 9, 2022, 2 p.m.**



# City of Kingsport

May 3, 2022

## Project Status in Pictures

### 1 Scott Adams Memorial Skatepark

*The parking area has been paved and awaits markings; landscaping is in progress.*

### 3 Swinging Bridge

*This project is about 75% complete, with the chain link fence and tension wire work next on the to-do list.*

### 5 Playground - Lynn View

*Concrete is being placed for a new sidewalk and seating area next to the playground.*

### 2 Senior Center Wood Shop

*The new dust collection system is being installed as part of an improvement project in the Renaissance Center.*

### 4 Senior Center Atrium

*The floor has been prepped and the new flooring is currently being installed.*

### 6 Pickleball - Lynn View

*Stone subgrade has been placed and the goal post foundation has been installed.*





# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	<b>SR 347 (Rock Springs Road) [State &amp; MTPO funded]</b>	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT expects to have a Public Hearing Spring to Summer 2022.
\$10,000,000.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	Bid opening planned for 4/28/22.
\$4,000,000.00	Michael Thompson	<b>Brickyard Park Bicycle-Pedestrian Bridge</b>	Bicycle-Pedestrian bridge over the CSX Railroad at Centennial Park connecting downtown Kingsport to the Brickyard Park Development. Design funded 80% Fed./ 20% Local via STB Grant and Construction is funded 75% Fed./ 25% Local via TA Grant.	12/31/2024	Consultant has submitted NEPA document and is now working on the TDOT requested addition of an historical/architectural assessment.
\$3,500,000.00	Michael Thompson	<b>Island Road Improvements from SR-126 to Kingsport City Limits</b>	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Received approved NEPA document from TDOT on 4/7/2022. Awaiting NTP for Design Phase.
\$3,000,000.00	Chad Austin	<b>Water Meter Replacement</b>	Replacement and upgrade of water meters. Meters were installed around 2009 and the batteries are now beginning to fail. The new meters will allow us to take readings over the air, upgrading our drive by reading system.	5/3/2022	Contractor has installed 8,775 meters to date. Project is 73.1% complete.
\$2,500,000.00	Michael Thompson	<b>2021 Main Road Paving (MTPO Funded)</b>	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	11/1/2022	Consultant is working thru TDOT comments on design phase and has begun coordinaton with utility companies.
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2022	Architect is working on plans and having discussions with staff.
\$1,866,441.00	Kitty Frazier	<b>Scott Adams Memorial Skatepark</b>	Construction of new skatepark at Brickyard Park.	6/30/2022	Current work includes installation of the pavers. Binder asphalt on parking lot has been placed. Awaiting surface topping.
\$1,200,000.00	Chad Austin	<b>Washington Co Water Task Force - waterline extension</b>	Washington County is funding waterline extensions throughout their county. This project will provide upgraded or new service to residents along Double Springs Rd, Deakins Rd, and Hunt Rd, all in the Fall Branch area.	8/31/2022	Engineering division is surveying project area
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	City has deposited funds into the LGIP and TDOT has issued the work order for Design.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$850,000.00	Chad Austin	<b>ETSU @ Valleybrook Farm sewer extension</b>	Approximately 5,000 ft extension of sewer to Valleybrook Farm facility owned by ETSU. Project is funded through grant from Appalachian Regional Commission and Washington County.	12/31/2022	Meeting with property owners about easements.
\$549,348.00		<b>Area 9 - Contracted Paving (Lynn Garden Paving)</b>	Paving of select roadways on eastern side of Lynn Garden Drive. Roadways include Mullins Street, Virginia Street, Kyle Street, Walker Street and Goal Street.	5/27/2022	Preconstruction meeting was held on 3/24. Contractor anticipates starting work the week of 4/25.
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc		Scheduled for construction in FY24
\$188,900.00	Randy Salyer	<b>Riverfront Park Pedestrian Swinging Bridge Improvements</b>	Structural improvements to the swinging bridge at Riverfront Park.	5/28/2022	Contractor proceeding on the bridge repairs from the southerly side. Working way north, one section at a time.
\$148,934.00	Kitty Frazier	<b>Riverview Park/VOD - Pickleball Courts: Phase 2</b>	This phase will include the addition of two new courts, fencing improvements and ADA accessibility.	4/29/2022	Project is substantially complete. Ribbon cutting scheduled for April 27.
\$142,550.00	Chad Austin	<b>2021 Sewer Manhole Rehabilitation Project</b>	Project will consist of rehabilitation of 44 sanitary sewer manholes with an estimated total vertical depth of approximately 350 feet.	4/8/2022	Project is complete.
\$60,000.00		<b>Traffic Signal Shed</b>	Shed for signal materials	4/30/2022	Work continues with possible completion in next few weeks.
\$49,810.00	Shirley Buchanan	<b>Renaissance Center - Wood Shop Dust Collection System</b>	Installation of new dust collection system at the Renaissance Center.	5/27/2022	Equipment has been delivered and project has began.
	Borders, Michael	<b>Collar Replacement</b>	Collar replacement for all 18 holes at Cattails at Meadowview		In the process of engaging company for design services with anticipated completion of mid-August.
	Chris Campbell	<b>KATS Maintenance Facility Phase 2</b>	Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded)		Architect is processing materials submittals from general contractor.
	Chris Markley	<b>Archives Move and Demo</b>	Move Archives into the new city hall and demo existing Archives space, shelving, and cage at the Library.	6/30/2022	Installation of high density storage units under way.
	Kitty Frazier	<b>Bike Park at Brickyard</b>	New Bike Park in the vicinity of the new Skate Park.		Design process is at 60% review.
	Kitty Frazier	<b>Project Diabetes - Phase 3</b>	Phase 3 of the Diabetes grant will provide a pickleball court and a half-court basketball court at the Lynn View Community Center.	6/30/2022	Construction to begin 4/3/2022
	Kitty Frazier	<b>Riverbend Park - Phase 1</b>	New park at the Riverbend area.		Project bids were received and are currently being evaluated.



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	Michael Borders	<b>Bays Mountain Park Amphitheater</b>	Construction of new amphitheater at Bays Mountain		Designs are complete. Project is estimated to bid Spring 2022. BMP staff are working on alterations to animal habitats.
	Michael Borders	<b>MeadowView Roof Replacement</b>	Partial Re-Roofing of the MeadowView Conference Resort & Convention Center		Design contract has been executed.
	Shirley Buchanan	<b>Senior Center Atrium Improvements</b>	Improvements to the Atrium at the Renaissance Center to improve functionality	5/20/2022	Flooring will ship 4/21. Flooring installation to take 1-2 weeks.

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Revision 2  
Revised 5/3/22

## AGENDA

### BOARD OF MAYOR AND ALDERMEN

#### BUSINESS MEETING

Tuesday, May 3, 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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Jessica Harmon, Assistant City Manager  
Dale Phipps, Police Chief  
Scott Boyd, Fire Chief  
Tyra Copas, Human Resources Director  
John Rose, Economic Development Director

#### I. CALL TO ORDER

#### II.A PLEDGE OF ALLEGIANCE TO THE FLAG – Nia Ailshie

#### II.B INVOCATION – Pastor Adam Love, Mafair United Methodist Church

#### III.A ROLL CALL

#### IV.A RECOGNITIONS & PRESENTATIONS

1. National Drinking Water Week Proclamation – Alderman Montgomery
2. ~~Christmas in the Park Best New Event Award – Aldermen Cooper & Phillips~~
3. Donald E. Hunter Excellence in Economic Development Award for Brickyard/Cement Hill Project – Vice Mayor George

Moved Date 5/3/22

Added 5/2/22

#### IV.B. APPOINTMENTS

None

**V. APPROVAL OF MINUTES**

1. Work Session – April 18, 2022
2. Business Meeting – April 19, 2022

**VI. COMMUNITY INTEREST ITEMS**

**A. PUBLIC HEARINGS**

1. An Ordinance to Vacate a Portion of Legion Dr. & Midland Dr. Right-of-Way (AF:98-2022) (Savannah Garland)
  - Hold Public Hearing
  - Ordinance – First Reading
2. An Ordinance to Amend Zoning of Sullivan County Tax Parcel ID 076 001.00 Located off Princeton Road, New Moore Road, and Sullivan Gardens Parkway from B-4P (Planned Business District) to MX (Mixed-Use District) (AF:116-2022) (Ken Weems)
  - Hold Public Hearing
  - Ordinance – First Reading
3. An Ordinance to Amend Zoning of Parcels 2, 3, 4, 5, 6, 7, 21, and a Portion of Parcel 2.10 Located off Beartown Road and Deneen Lane from the A-1 (Agricultural District), P-1 (Professional Offices District), R-3 (Low Density Apartment District) and R-1B (Residential District) to the M-2 (General Manufacturing District) (AF:117-2022) (Ken Weems)
  - Hold 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**

None

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:102-2022) (Chris McCartt)
  - Ordinance – Second Reading and Final Adoption

**D. OTHER BUSINESS**

1. A Resolution Awarding the Bid for the Construction of Riverbend Park – Phase I (AF:111-2022) (Michael Borders/Kitty Frazier)
  - Resolution



Updated Action  
Form & Resolution

2. A Resolution to Authorize the Reimbursement of Materials Agreement Funds to Orth Construction, Related to the Hunts Crossing Phase 1 Development (AF:113-2022) (Ryan McReynolds)
  - Resolution
3. A Resolution Authorizing a Blanket Order for the Purchase of Copy Paper for FY23 from American Paper & Twine Pursuant to Tennessee State Contract (AF:114-2022) (Chris McCartt)
  - Resolution
4. A Resolution Awarding the Bid for Unleaded Gasoline and a Resolution Awarding the Bid for Ultra-Low Sulfur Diesel (AF:115-2022) (Ryan McReynolds/Steve Leonard)
  - Resolution (awarding the bid for gasoline)
  - Resolution (awarding the bid for diesel)
5. A Resolution to Award the Request for Proposals for an Employee Benefits Consultant to Respondent Mark Brokerage, Inc. and Authorizing the Mayor to Execute an Agreement with Mark III Brokerage, Inc. (AF:119-2022) (Tyra Copas)
  - Resolution

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

## **VII. CONSENT AGENDA**

1. A Resolution to Reject Bid for the Renovation of the Former Sullivan North High School to Sevier Middle School (AF:105-2022) (David Frye)
  - Resolution
2. A Resolution Approving a Sublease Agreement for Renaissance Center Space (AF:112-2022) (Michael Borders)
  - Resolution
3. A Resolution Approving an Agreement Allowing the Kingsport Fire Department as an In-House Repair Center for Self-Contained Breathing Apparatuses (AF:100-2022) (Chief Boyd)
  - Resolution
4. A Resolution Ratifying the Mayor's Signature for the National Wildlife Federation's Mayors' Monarch Pledge (AF:123-2022) (Michael Borders)
  - 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, April 18, 2022, 4:30 PM  
City Hall, Boardroom, 415 Broad Street

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

City Administration  
Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
Michael Borders, Assistant City Manager  
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  
Tyra Copas, Human Resources 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. **KEDB/NETWORKS QUARTERLY UPDATE.** Craig Denison provided details on several approved and ongoing KEDB projects. He also discussed properties and an upcoming strategy session later this year. Clay Walker provided an update on NETWORKS noting they recently had a planning session. He provided information on a new website to enhance workforce development and other projects.
4. **ANNEXATION PROCESS.** Planning Manager Ken Weems provided a history on the urban growth boundary and annexation in the city. He pointed out since 2014 there has only been owner requested annexations. Economic Development Director Rose provided further details on specific properties and projects. There was some discussion as they answered questions from the board.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, April 18, 2022**

**5. REVIEW OF AGENDA ITEMS ON THE APRIL 19, 2022 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. No items were discussed at greater length or received specific questions or concerns.

Mayor Shull provided information on a new regional entity funded by the private sector which is seeking cooperation from eight counties in this area. He stated it was still a work in progress and listed some of the businesses supporting this endeavor including Bristol Motor Speedway, Ballad, ETSU, Eastman and Bank of Tennessee. Discussion followed.

**6. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:05 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, April 19, 2022, 7:00 PM  
City Hall, 415 Broad Street, Boardroom

PRESENT:

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Betsy Cooper  
Alderman Darrell Duncan  
Alderman Paul Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

City Administration

Chris McCartt, City Manager  
J. Michael Billingsley, City Attorney  
Lisa Winkle, Treasurer/City Recorder  
Angie Marshall, City Clerk/Deputy City Recorder

**I. CALL TO ORDER:** 7:00 p.m., by Mayor Patrick W. Shull.

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

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

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

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

1. Recognition of Dobyys-Bennett Wrestling & Basketball Teams (Mayor Shull & Alderman Olterman)
2. Proclamation - Sexual Harassment Awareness Month (Vice Mayor George)
3. Proclamation - April 30 National Therapy Animal Day (Alderman Phillips)

**IV.B. APPOINTMENTS/REAPPOINTMENTS.** None.

**V. APPROVAL OF MINUTES.**

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

- A. April 7, 2022 Regular Work Session
- B. April 8, 2022 Regular Business Meeting

Approved: All present voting "aye."



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 19, 2022**

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.** None.

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

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

**1. Budget Adjustment Ordinance for Various Funds in FY22 (AF: 102-2022) (Chris McCartt).**

Motion/Second: George/Duncan, to pass:

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

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

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

**1. Amend FY22 General Purpose School Fund and the General Project Fund Budgets (AF: 93-2022) (David Frye).**

Motion/Second: Montgomery/Olterman, to pass:

**ORDINANCE NO. 7004**, AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS 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."

**2. Authorize the Mayor to Execute Documents Necessary to Accept Easements and Right-of-Ways for Which the Board Has Adopted Approval of Offer (AF: 94-2022) (Michael Billingsley).**

Motion/Second: Duncan/George, to pass:

**ORDINANCE NO. 7005**, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT EASEMENTS AND RIGHT-OF-WAYS FOR WHICH THE BOARD OF MAYOR AND ALDERMAN HAS ADOPTED AN APPROVAL OF OFFER; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Budget Adjustment Ordinance for Various Funds in FY22 (AF: 82-2022) (Chris McCartt).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 19, 2022**

Motion/Second: Olterman/Montgomery, to pass:

**ORDINANCE NO. 7006**, AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**4. Amendment to Materials Agreement with Carla Karst Related to the Cox Valley Development (AF: 67-2022) (Ryan McReynolds).**

Motion/Second: Montgomery/Olterman, to pass:

**ORDINANCE NO. 7007**, 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 second reading in a roll call vote: Duncan, George, Montgomery, Olterman, Phillips and Shull voting “aye” and Cooper abstaining.

**5. Amend Zoning Code by Removing Color Type Restrictions from the Decorative Lighting Ordinance, Section 114-537 (AF: 83-2022) (Ken Weems).**

Motion/Second: Phillips/Cooper, to pass:

**ORDINANCE NO. 7008**, AN ORDINANCE AMENDING CHAPTER 114, ARTICLE IV, SECTION 537 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO DECORATIVE LIGHTING; 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. Purchase Order for One (1) Hazmat Truck Utilizing Sourcewell Cooperative Purchasing Agreement (AF: 106-2022) (Chief Boyd/Steve Leonard).**

Motion/Second: Duncan/Olterman, to pass:

**Resolution No. 2022-210**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO EMERGENCY VEHICLE SPECIALISTS UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 022818-PMI FOR ONE HAZARDOUS MATERIALS RESPONSE VEHICLE FOR THE KINGSPORT FIRE DEPARTMENT

Passed: All present voting “aye.”

**2. Approve up to \$250,000 in Matching Funds for New Facility Capital Campaign for Petworks Animal Services, Inc. (AF: 103-2022) (Chris McCartt)**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 19, 2022**

Motion/Second: George/Cooper, to pass:

**Resolution No. 2022-212**, A RESOLUTION APPROVING AN AGREEMENT WITH PETWORKS ANIMAL SERVICES, INC. TO PROVIDE MATCHING FUNDS FOR THE BUILDING CAPITAL CAMPAIGN 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. Approve \$150,000 Donation of Visitors Enhancement Funds to the Netherland Inn/Exchange Place Association, Inc. for Repairs to and Maintenance of the Facilities** (AF: 104-2022) (Chris McCartt).

Motion/Second: Montgomery/George, to pass:

**Resolution No. 2022-213**, A RESOLUTION APPROVING AN AGREEMENT WITH THE NETHERLAND INN/EXCHANGE PLACE ASSOCIATION, INC., FOR A DONATION OF VISITOR ENHANCEMENT FUNDS FOR REPAIRS TO AND MAINTENANCE OF THE FACILITIES 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.”

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

Motion/Second: George/Phillips, to adopt/pass:

**1. Bid Award for Eggs for School Nutrition Services Commodity Processing to Michael Foods, Inc. and Authorize the City Manager to Execute an Agreement with Michael Foods, Inc.** (AF: 96-2022) (David Frye).

**Resolution No. 2022-214**, A RESOLUTION AWARDING THE BID OF SCHOOL NUTRITION SERVICES COMMODITY PROCESSING FOR EGGS TO MICHAEL FOODS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MICHAEL FOODS, INC.

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

**2. Bid Award for Chemicals for School Nutrition Services to Summers Industrial and Authorize the Mayor to Execute an Agreement with Summers Industrial** (AF: 97-2022) (David Frye).

**Resolution No. 2022-215**, A RESOLUTION AWARDING THE BID FOR SCHOOL NUTRITION SERVICES CHEMICALS TO SUMMERS INDUSTRIAL AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPERTY TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 19, 2022**

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

**3. Approve Application and Contract with Virginia Department of Rail and Public Transportation for Federal Transit Administration Section 5303 Planning Funds (AF: 99-2022) (Ryan McReynolds).**

**Resolution No. 2022-216**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ELECTRONIC APPLICATION AND CONTRACT BETWEEN THE CITY OF KINGSFORT AND THE VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2023; AUTHORIZING THE MAYOR TO EXECUTE THE FTA FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES, AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

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

**4. Renew Bid Award for Propane and Propane Conversion Kits (AF: 101-2022) (Ryan McReynolds/Steve Leonard).**

**Resolution No. 2022-217**, A RESOLUTION RENEWING THE AWARD OF BID FOR THE PURCHASE OF PROPANE AUTO GAS AND PROPANE CONVERSION KITS FOR USE IN CITY EQUIPMENT FOR FISCAL YEAR 2023 TO BLOSSMAN GAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

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

**5. Accept Donation from Bays Mountain Park Association for Various Projects at Bays Mountain Park (AF: 86-2022) Michael Borders).**

**Resolution No. 2022-218**, A RESOLUTION ACCEPTING A DONATION FROM THE BAYS MOUNTAIN PARK ASSOCIATION FOR VARIOUS PROJECTS AT BAYS MOUNTAIN PARK

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

**6. Ratify Mayor’s Signature on Walters State Community College Facilities Use Agreement (AF: 108-2022) (Chief Phipps).**

**Resolution No. 2022-219**, A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON A FACILITIES USE AGREEMENT WITH WALTERS STATE COMMUNITY COLLEGE FOR THE KINGSFORT POLICE DEPARTMENT AND AUTHORIZING THE



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 19, 2022**

MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO  
EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**7. Renew Proposal for Concession Food Service Distributor at the  
Kingsport Aquatic Center to H.T. Hackney Company (AF: 107-2022) (Michael  
Borders).**

**Resolution No. 2022-220**, A RESOLUTION AUTHORIZING THE RENEWAL OF THE  
KINGSPORT AQUATIC CENTER CONCESSION FOOD SERVICE DISTRIBUTOR  
PROPOSAL WITH H.T. HACKNEY COMPANY AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

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

**8. Approve Non-Renewal of Agreement with B&E, Inc. d/b/a/ Tri-  
State Claims, the City’s Third Party Administrator for its Workers’ Compensation  
Program (AF: 109-2022) (John Burkholder).**

**Resolution No. 2022-221**, A RESOLUTION APPROVING THE NON-RENEWAL OF  
THE AGREEMENT WITH B&E, INC., D/B/A TRI-STATE CLAIMS AND AUTHORIZING  
THE MAYOR TO SIGN A NOTICE OF NON-RENEWAL TO SAME, AND ALL OTHER  
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF  
THE NON-RENEWAL

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

**9. Approve Permit for a Carnival Temporarily at 4540 University  
Boulevard (AF: 110-2022) (Ken Weems).**

**Resolution No. 2022-222**, A RESOLUTION APPROVING A PERMIT TO OPERATE A  
CARNIVAL

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

**VIII. COMMUNICATIONS.**

- A. CITY MANAGER.** Mr. McCartt stated the Miracle Field League starts Saturday  
and encouraged everyone to visit Brickyard Park. He also mentioned a day of  
service this Saturday at Warriors Park. Lastly, Mr. McCartt mentioned that May  
was budget month with additional meetings to discuss. He noted budgets are  
always tough and this year was no different. He recognized the staff for their  
hard work and the BMA for their support.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 19, 2022**

**B. MAYOR AND BOARD MEMBERS.** Alderman Duncan stated there have been three successful Keep Kingsport Beautiful cleanups so far this year, with over 9½ tons of garbage being picked up to date, noting this total didn't include separate trash pickups along the greenbelt. He also mentioned the Boys and Girls Club Gala would be held on May 7 with the theme being old Hollywood. Alderman Cooper stated there was always something going on at the library for every age group and interest. She also promoted their HOOPLA app and how easy and convenient it was to use. Alderman Montgomery congratulated the wrestling and basketball teams that were recognized earlier in the meeting. He also offered his condolences to the family of Bill Gatton on his recent passing. Alderman Phillips commented on Mother's Day which was coming up. He also mentioned this year's Leadership Kingsport class is coming to an end with one of their final activities being the Walk for Wellness on April 23 and how he was proud of his wife for her involvement. He also pointed out how wonderful it was to work with the public works department as a business owner building apartments, noting they make it very easy. Alderman Olterman commended the city manager and staff for all they do. Vice Mayor George stated the county election was coming up on May 3 with early voting starting on Thursday, She encouraged citizens to familiarize themselves with the candidates and what they support. She pointed out that many issues in the county control what happens in the city. Mayor Shull stated it was a pleasure to recognize the Dobyys Bennett teams, noting he was proud of the school system's academics and other programs.

**C. VISITORS.** Mr. David Fagerburg commented on public restrooms downtown.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:02 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## AGENDA ACTION FORM

### An Ordinance to Vacate a Portion of Legion Dr. & Midland Dr. Right-of-Way

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

Action Form No.: AF-98-2022  
 Work Session: May 2, 2022  
 First Reading: May 3, 2022

Final Adoption: May 17, 2022  
 Staff Work By: Savannah Garland  
 Presentation By: S. Garland

#### Recommendation:

- Hold Public Hearing
- Approve ordinance vacating right-of-way adjacent to Midland Drive and Legion Drive

#### Executive Summary:

This is a request from the City of Kingsport to vacate right-of-way on Legion Drive and Midland Drive. The area is approximately 13,038 square feet in size and considered excess right-of-way since completion of the roundabout that now terminates Legion Dr. City departments as well as local utility providers have reviewed the request and see no future use for this right-of-way. During their April 21, 2022 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on April 16<sup>th</sup> 2022.

#### Attachments:

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

Funding source appropriate and funds are available: *Jm*

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

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, May 3, 2022, to consider the vacating of right-of-way located off Legion Drive and Midland Drive. The regular business meeting will begin at 7:00 p.m. in the large boardroom located on the third floor of City Hall, at 415 Broad Street, Kingsport, Tennessee.

The property proposed for vacating is generally described as follows:

BEGINNING on a new property corner monument set (new property corner monument set in this description is an iron rod with Mattern and Craig identification cap set on Mag Nail set), being S 52°21'17" E (using Tennessee State Plane Grid NAD83 zone 4100 bearings) 1040.38' (using horizontal ground distances) from City of Kingsport Geodetic Reference Network 1990 Station No. 0046 (N:821022.100, E: 2986815.394); thence through City of Kingsport property (Book 39A, Page 126) six calls, (1) N 48°41'14" E 50.00' to a new property corner monument set lying S 51°18'10" E 48.30' from the southernmost corner of The City Of Kingsport property (Book 2594C, Page 810), (2) S 41°18'46" E 180.22' to a new property corner monument set, (3) S 48°02'01" W 117.27' to a new property corner monument set, (4) N 41°57'59" W 60.00' to a new property corner monument set, (5) N 48°02'01" E 67.95' to a new property corner monument set, (6) N 41°18'46" W 120.79' to the Point of Beginning, containing 0.300 acres.

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

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

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
P1T: 04/16/2022



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

AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY ALONG LEGION DRIVE AND MIDLAND DRIVE SITUATED IN THE CITY OF KINGSPORT, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a public meeting held on April 21, 2022, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating that portion of a right-of-way described herein, nor can any future use of the same for right-of-way purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on April 21<sup>st</sup>, 2022, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate that portion of a right-of-way described herein; and

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 3<sup>rd</sup> day of May 2022, and notice thereof published in the Kingsport Times-News on the 16<sup>th</sup> day of April, 2022.

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

SECTION I. The city hereby vacates and closes to public use all of a certain section of right-of-way named A Portion of Legion Drive and Midland Drive within the City of Kingsport, 11<sup>th</sup> Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

BEGINNING on a new property corner monument set (new property corner monument set in this description is an iron rod with Mattern and Craig identification cap set on Mag Nail set), being S 52°21'17" E (using Tennessee State Plane Grid NAD83 zone 4100 bearings) 1040.38' (using horizontal ground distances) from City of Kingsport Geodetic Reference Network 1990 Station No. 0046 (N:821022.100, E: 2986815.394); thence through City of Kingsport property (Book 39A, Page 126) six calls, (1) N 48°41'14" E 50.00' to a new property corner monument set lying S 51°18'10" E 48.30' from the southernmost corner of The City Of Kingsport property (Book 2594C, Page 810), (2) S 41°18'46" E 180.22' to a new property corner monument set, (3) S 48°02'01" W 117.27' to a new property corner monument set, (4) N 41°57'59" W 60.00' to a new property corner monument set, (5) N 48°02'01" E 67.95' to a new property corner monument set, (6) N 41°18'46" W 120.79' to the Point of Beginning, containing 0.300 acres.

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:

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

APPROVED AS TO FORM:

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

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

<b>Property Information</b>	Legion & Midland roundabout Right-Of-Way Vacating		
<b>Address</b>	Legion Dr. & Midland Dr.		
<b>Tax Map, Group, Parcel</b>	n/a		
<b>Civil District</b>	11 <sup>th</sup> Civil District		
<b>Overlay District</b>	N/A		
<b>Land Use Designation</b>	Residential		
<b>Acres</b>	+/- 0.300		
<b>Applicant #1 Information</b>		<b>Intent:</b>	
<b>Name:</b> City of Kingsport <b>Address:</b> 451 Broad St. <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37660 <b>Phone Number:</b> (423) 229-9485		<b>Intent:</b> <i>To vacate existing public right-of-way, add a roundabout, and make it private.</i>	
<b>Planning Department Recommendation</b>			
<b>(Approve, Deny, or Defer)</b> <b>The Kingsport Planning Division recommends vacating the right-of-way of Legion Drive and Midland Drive:</b> <ul style="list-style-type: none"> <li>Request reviewed by all City departments</li> <li>Request reviewed by Utilities</li> </ul> <b>Staff Field Notes and General Comments:</b> <p>The applicant requests vacating the unimproved 50' excess right-of-way. The unimproved right-of-way is in front of Dobyns Bennett High School. This excess right-of-way is approximately 13,038 sq. feet in length. This area is zoned R-4 and within Kingsport's Urban Growth Boundary.</p> <p><b>Intent:</b> <i>to vacate excess right-of-way, add another roundabout, and make it private.</i></p>			
<b>Planner:</b>	Garland	<b>Date:</b> 3/21/22	
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>April 21, 2022</b>
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

PROPERTY INFORMATION		Legion Dr. & Midland Dr. – Vacate Right-Of-Way
ADDRESS		Legion Dr. & Midland Dr.
DISTRICT, LAND LOT		Sullivan County
		11 <sup>th</sup> Civil District
OVERLAY DISTRICT		N/A
CURRENT ZONING		R-4
PROPOSED ZONING		No Change
ACRES +/- 0.300		
EXISTING USE	Right-of-Way	
PROPOSED USE	Private Drive	

**PETITIONER 1:** City of Kingsport  
451 Broad St., Kingsport TN., 37661

**INTENT**

The applicants are requesting that the right-of-way off Legion Drive and Midland Drive be vacated. The right-of-way is in front of Dobyns Bennett High School. This excess right-of-way is approximately +/- 0.300 acres.

This request has been reviewed by all City departments and utility providers and they have responded that there is no need to keep this excess right - of-way. City Schools was also made aware of this vacating.

[illegible]

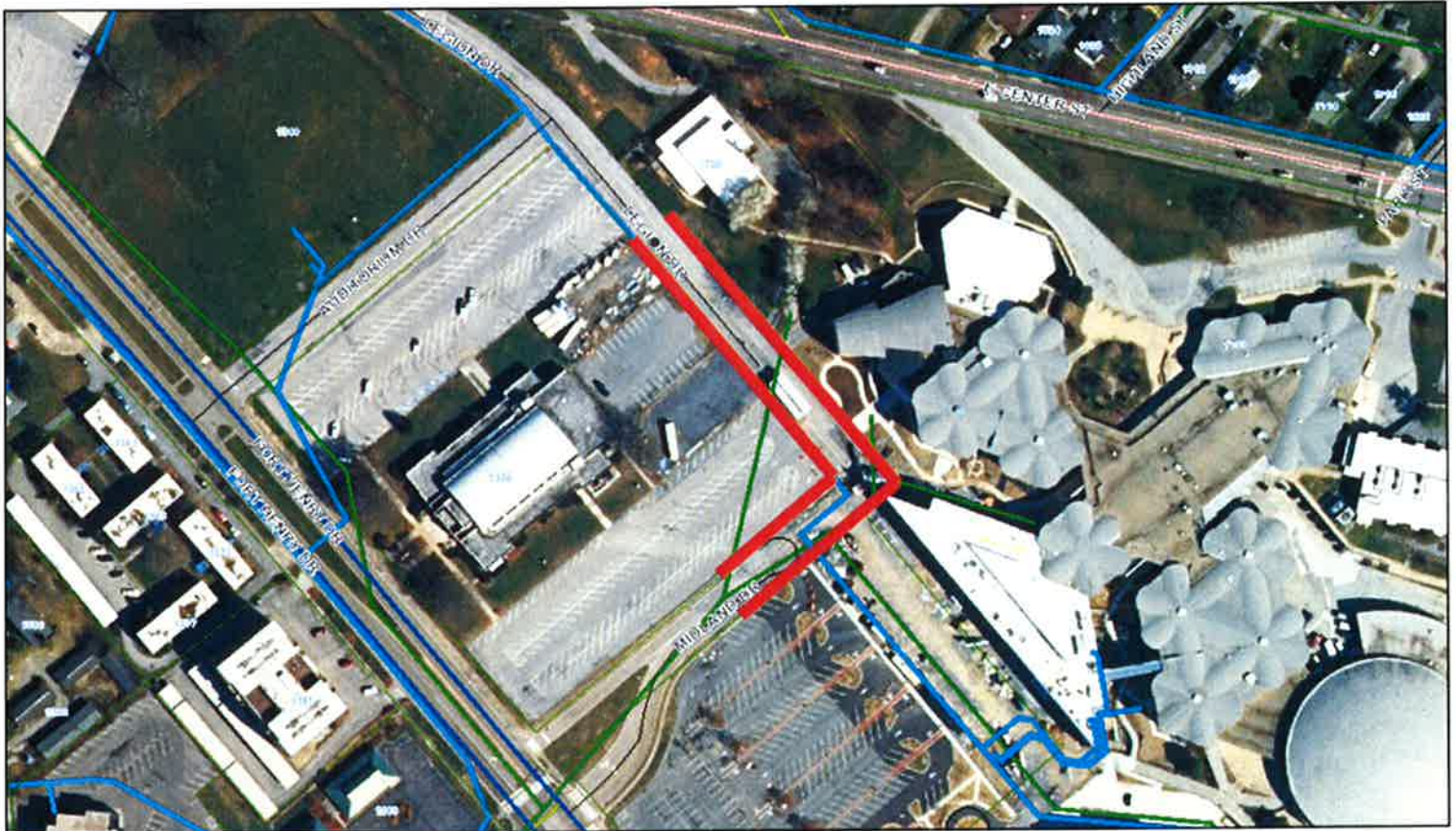
## LEGAL DESCRIPTION

Located in the 11<sup>th</sup> Civil District of Sullivan County, Tennessee and being more particularly described as follows:

Beginning on a new property corner monument set (new property corner monument set in this description is an iron rod with Mattern and Craig identification cap set or Mag Nail set), being S 52°21'17" E (using Tennessee State Plane Grid NAD83 zone 4100 bearings) 1040.38' (using horizontal ground distances) from City of Kingsport Geodetic Reference Network 1990 Station No. 0046 (N: 821022.100, E: 2986815.394); thence through City of Kingsport property (Book 39A, Page 126) six calls, (1) N 48°41'14" E 50.00' to a new property corner monument set lying S 51°18'10" E 48.30' from the southernmost corner of The City Of Kingsport property (Book 2594C, Page 810), (2) S 41°18'46" E 180.22' to a new property corner monument set, (3) S 48°02'01" W 117.27' to a new property corner monument set, (4) N 41°57'59" W 60.00' to a new property corner monument set, (5) N 48°02'01" E 67.95' to a new property corner monument set, (6) N 41°18'46" W 120.79' to the Point of Beginning, containing 0.300 acres.



## Site Map



Hawkins County Parcels    Railroad\_ROW    Sullivan County Parcels    Railroad\_ROW    Washington County Parcels    Railroad\_ROW

Lake\_Pond    River    Lake\_Pond    River    Lake\_Pond    River

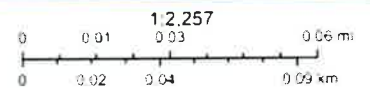
Parcel\_Conflict    Street\_ROW    Parcel\_Conflict    Street\_ROW    Parcel\_Conflict    Street\_ROW

Parcels    Parcels    Parcels    Kpt 911 Address



Web ASPB, J. Exp. Biol. 2013

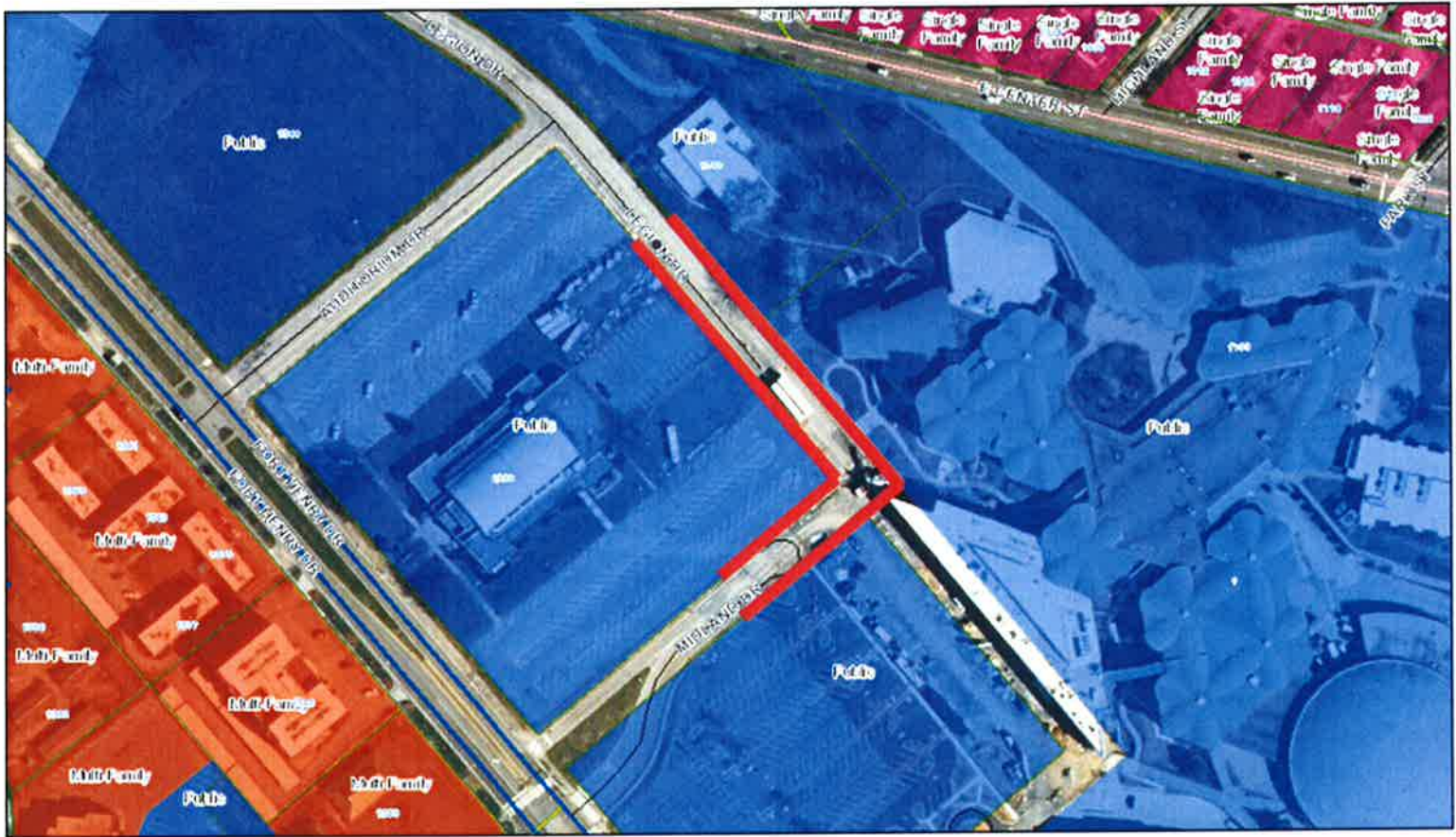
Hawkins County Parcels		Sullivan County Parcels		Washington County Parcels	
 Lake_Pond	 Railroad_ROW	 Lake_Pond	 Railroad_ROW	 Lake_Pond	 Railroad_ROW
 River	 Parcel_Conflict	 River	 Parcel_Conflict	 River	 Parcel_Conflict
 Street_ROW	 Parcels	 Street_ROW	 Parcels	 Street_ROW	 Parcels



Web AppBuilder for ArcGIS

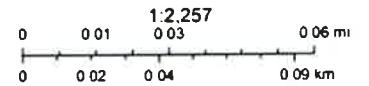


## Future Land Use



3/22/2022, 9:52:22 AM

Hawkins County Parcels	Railroad_ROW	Sullivan County Parcels	Railroad_ROW	Washington County Parcels	Railroad_ROW
Lake_Pond	River	Lake_Pond	River	Lake_Pond	River
Parcel_Conflict	Street_ROW	Parcel_Conflict	Street_ROW	Parcel_Conflict	Street_ROW
Parcels		Parcels		Parcels	



Web AppBuilder for ArcGIS

**Legion Drive**



**Legion Dr. Roundabout**





**Midland Drive**



**Midland Dr. Roundabout**



**RECOMMENDATION:**

Staff recommends sending a favorable recommendation to the Board Mayor and Alderman for the right-of-way vacating of Legion Drive and Midland Drive.



## AGENDA ACTION FORM

### **An Ordinance to Amend Zoning of Sullivan County Tax Parcel ID 076 001.00 Located off Princeton Road, New Moore Road, and Sullivan Gardens Parkway from B-4P (Planned Business District) to MX (Mixed-Use District)**

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

Action Form No.: AF-116-2022  
 Work Session: May 2, 2022  
 First Reading: May 3, 2022

Final Adoption: May 17, 2022  
 Staff Work By: Ken Weems  
 Presentation By: K. Weems

#### **Recommendation:**

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone Sullivan County Tax Parcel ID 076 001.00 Located off Princeton Road, New Moore Road, and Sullivan Gardens Parkway from B-4P (Planned Business District) to MX (Mixed-Use District).

#### **Executive Summary:**

This is an owner-requested rezoning of approximately 25 acres located off Princeton Road, New Moore Road, and Sullivan Gardens Parkway from B-4P (Planned Business District) to MX (Mixed-Use District). The purpose of the rezoning is to locate a truck terminal (Eagle Transport currently located at the end of Wilcox Court) on the property. A total of 5 citizens spoke in opposition to the request during the April 2022 regular meeting of the Kingsport Regional Planning Commission. Spoken concerns addressed displacement of wildlife, increased flooding for Sherry Street (which borders the southern portion of the rezoning site), noise, lights, and attraction of vagrants. During their April 2022 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 7-0. The notice of public hearing was published on April 18, 2022.

#### **Attachments:**

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

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	—	—	—
Ottermann	—	—	—
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 May 3, 2022 to consider the rezoning for parcel 1 located along Princeton Road, New Moore Road, and Sullivan Gardens Parkway from the B-4P District to the MX 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:

Sullivan County Tax Parcel ID 076 001.00

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 Clerk, Public Library, 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](mailto:ADAContact@KingsportTN.gov) at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 4/18/2022

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG PRINCETON ROAD, NEW MOORE ROAD, AND SULLIVAN GARDENS PARKWAY FROM B-4P, PLANNED BUSINESS DISTRICT TO MX, MIXED-USE DISTRICT IN THE 13<sup>TH</sup> 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 Princeton Road, New Moore Road, and Sullivan Gardens Parkway from B-4P, Planned Business District to MX, Mixed-Use District in the 13<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Sullivan County Tax Parcel ID 076 001.00

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 \_\_\_\_\_

## Princeton Road Rezoning

<b>Property Information</b>			
Address	n/a		
Tax Map, Group, Parcel	Map 076, Parcel 001.00		
Civil District	13		
Overlay District	Gateway		
Land Use Designation	Retail/ Commercial		
Acres	25 +/-		
Existing Use	Vacant land	Existing Zoning	B-4P
Proposed Use	Truck terminal	Proposed Zoning	MX
<b>Owner /Applicant Information</b>			
Name: ADS Investments LLC Address: 300 S Wesleyan Blvd City: Rocky Mount State: NC Phone: (919) 815-8805		Zip Code: 27804  Intent: <i>To rezone from B-4P (Planned Business District) to MX (Mixed Use District) to accommodate a future truck terminal.</i>	
<b>Planning Department Recommendation</b>			
<p>The Kingsport Planning Division recommends sending a <b>POSITIVE</b> recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The proposed MX zoning district allows for various uses from residential to light industrial. A key component of the MX zone is master plan approval that is the responsibility of the Planning Commission, which helps ensure an appropriate use of the land.</i></p> <p><i>The large amount of the parcel that is in the flood plain helps create a natural buffer from many of the existing residential use and zone.</i></p> <p><i>The site is convenient for truck traffic due adjacent interstate access.</i></p>			
<b>Staff Field Notes and General Comments:</b>			
<p><i>The southern portion of the rezoning site is inside the flood zone.</i></p> <p><i>The rezoning site is not impacted by adverse terrain, with ample road frontage on 3 separate public streets.</i></p>			
Planner:	Ken Weems	Date:	April 1, 2022
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>April 21, 2022</b>
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

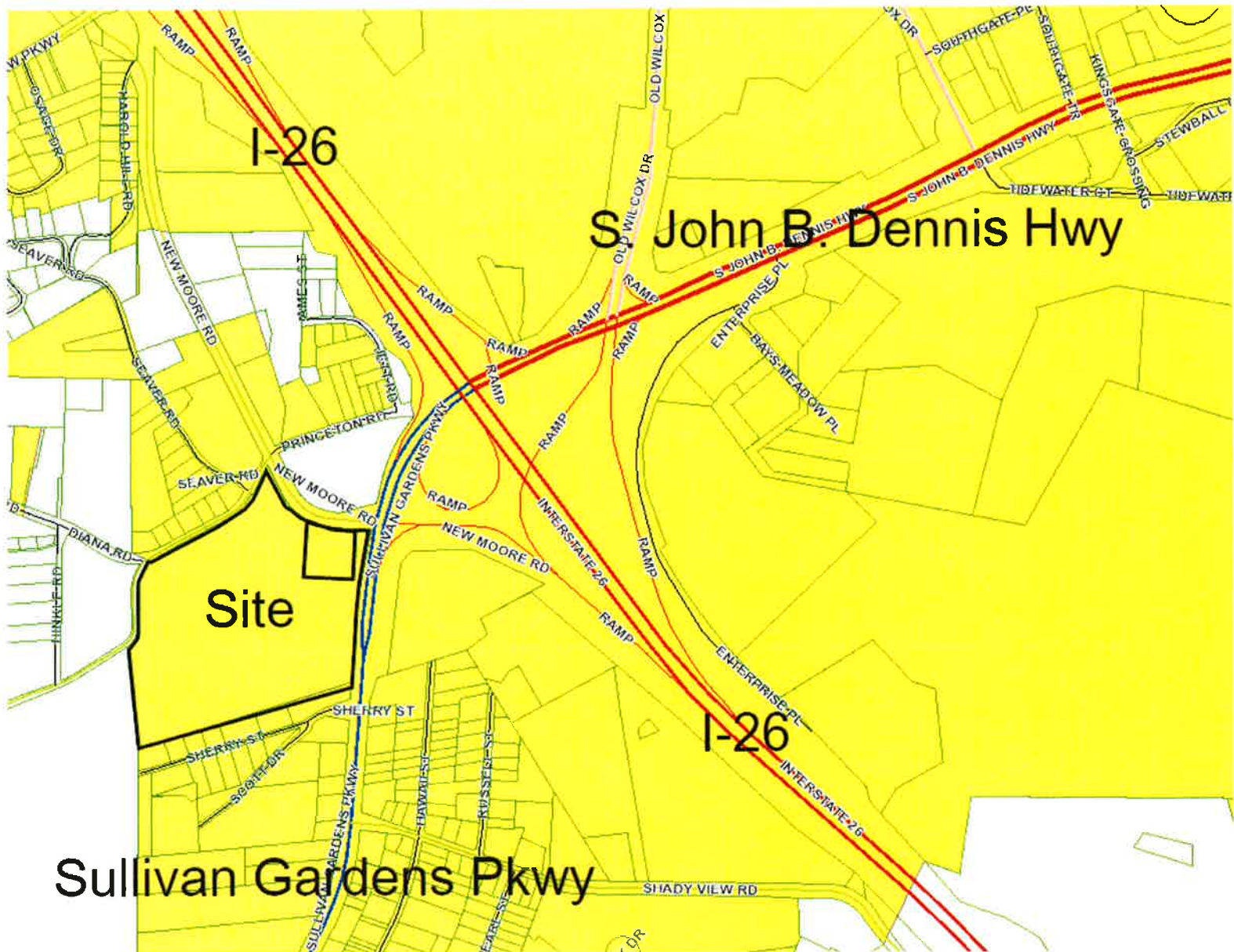
**PROPERTY INFORMATION**

<b>ADDRESS</b>	n/a
<b>DISTRICT</b>	13
<b>OVERLAY DISTRICT</b>	Gateway
<b>EXISTING ZONING</b>	B-4P (Planned Business District)
<b>PROPOSED ZONING</b>	MX (Mixed Use District)
<b>ACRES</b>	25 +/-
<b>EXISTING USE</b>	vacant land
<b>PROPOSED USE</b>	truck terminal

**INTENT**

*To rezone from B-4P (Planned Business District) to MX (Mixed Use District) to accommodate a future truck terminal.*

Vicinity Map

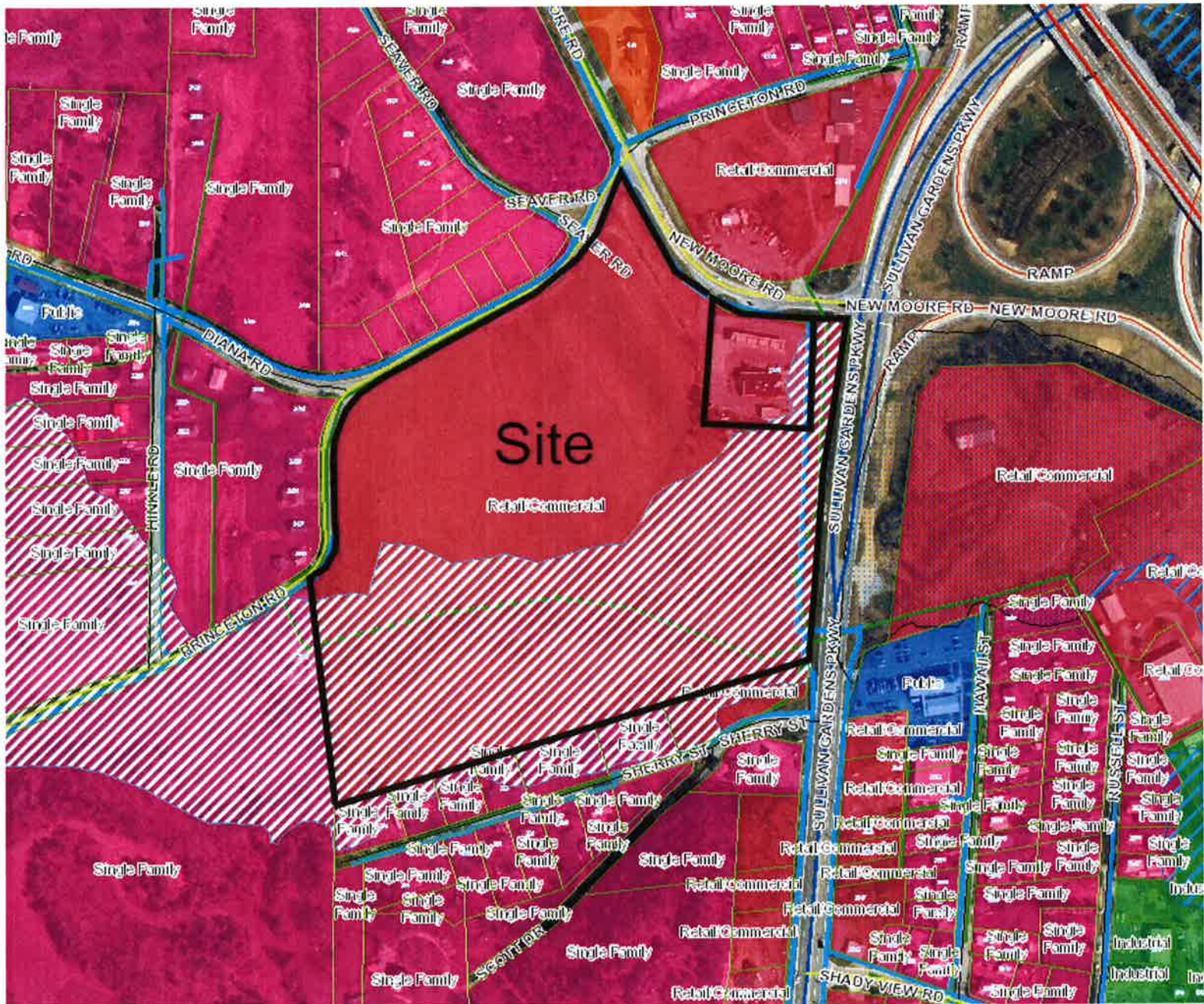








**Future Land Use Plan 2030  
Designation: Retail/ Commercial**





Aerial





**Southern View of Rezoning Site**



**View Across New Moore Road**



**Abutting Commercial (Zoomerz with an Arby's)**





View Toward Princeton Road



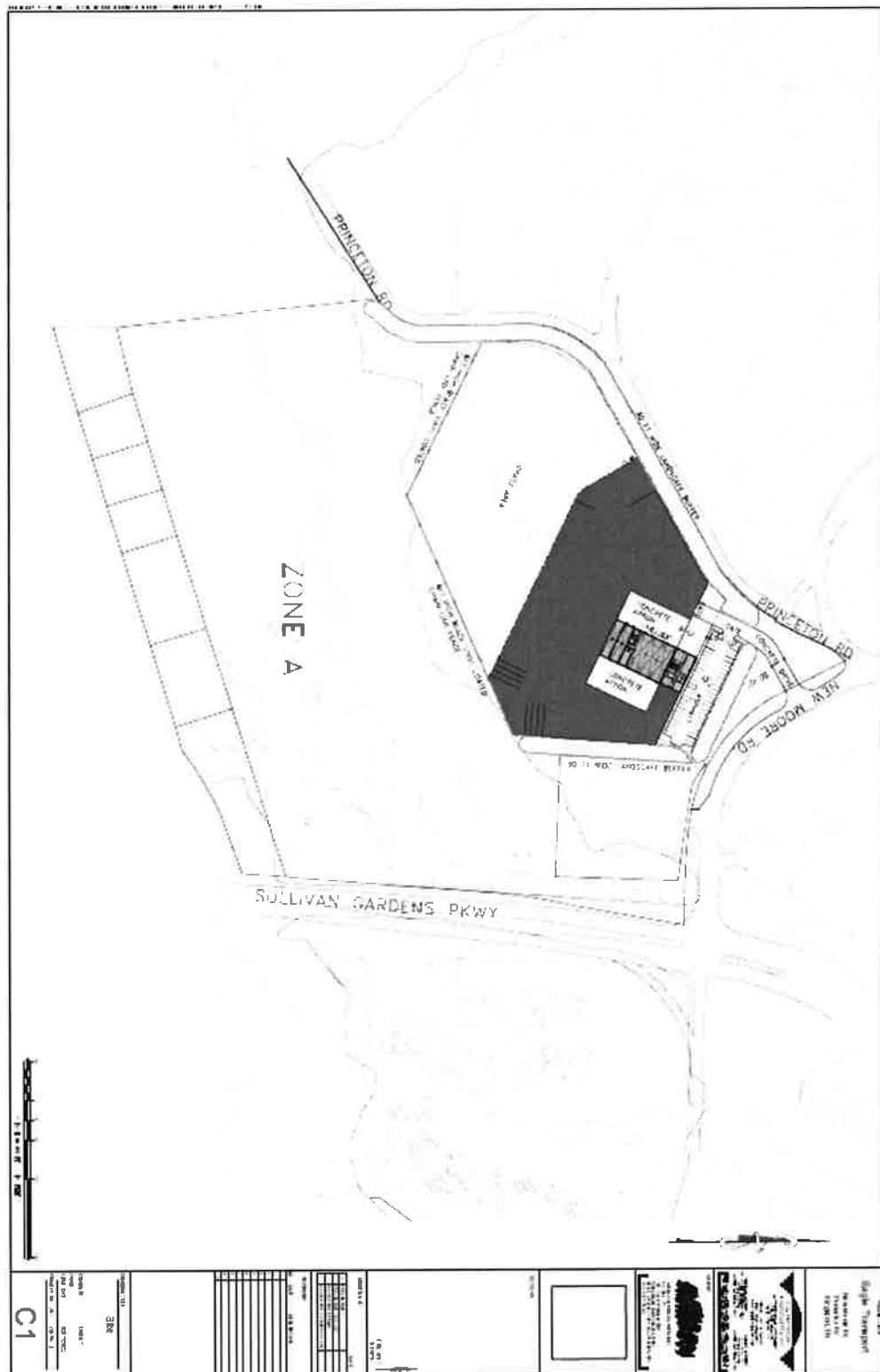
Existing Uses Location Map



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City R-1B</u> Use: single family	n/a
Further North and Northwest	2	<u>Zone: County R-1</u> Use: commercial and storage	n/a
East	3	<u>Zone: City B-4P</u> <u>Use: gas station and restaurant</u>	n/a
Further East	4	<u>Zone: City B-4P</u> Use: agricultural with barn	n/a
Southeast and South	5	<u>Zone: City B-3</u> Use: gas station	n/a
Further South	6	<u>Zone: City R-1B</u> Use: single family	n/a
West	7	<u>Zone: County R-1</u> <u>Use: single family</u>	n/a

## MX Master Plan

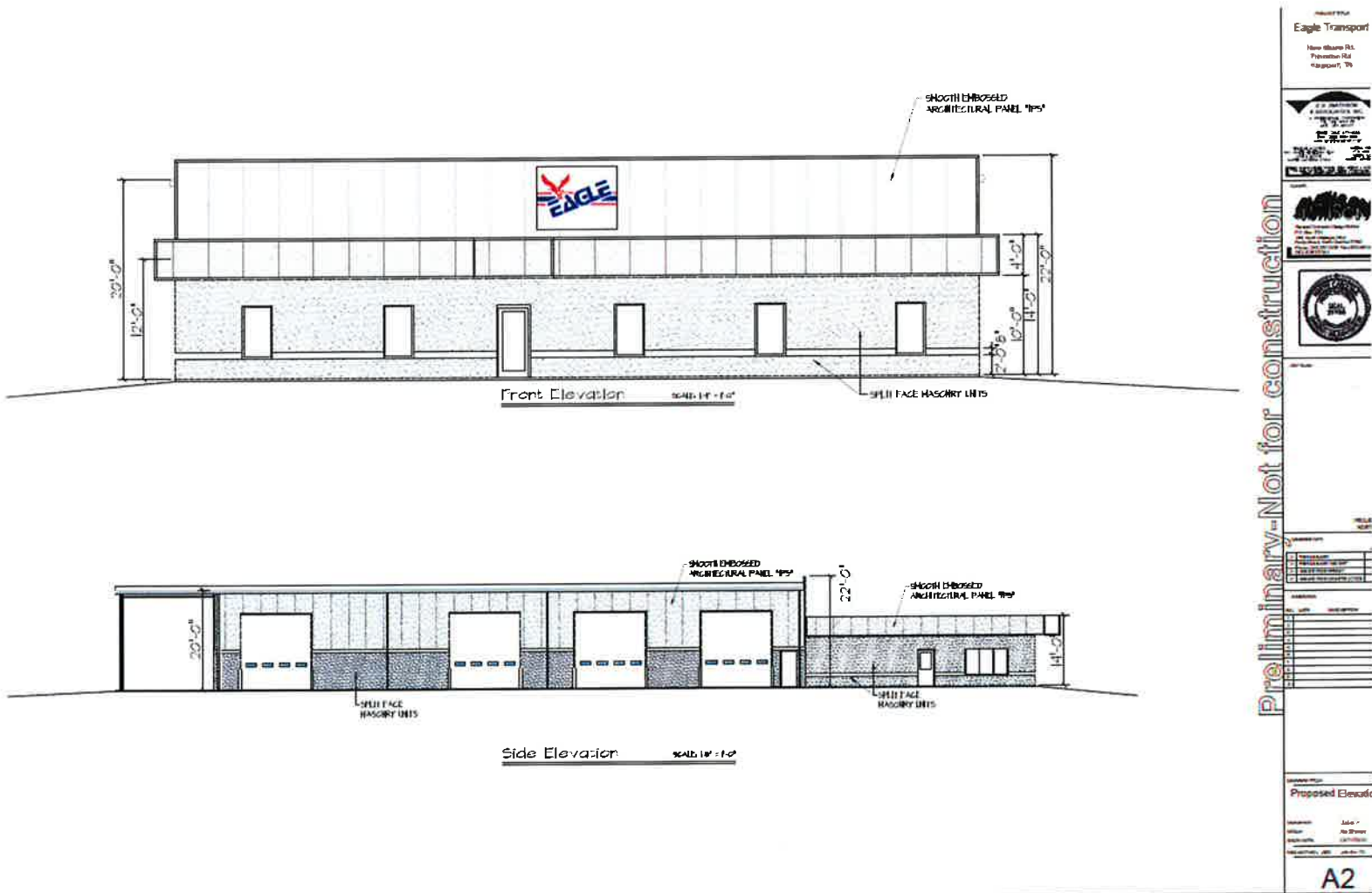


This detailed site plan shows the layout of the proposed development. Key features include:
 

- Access Roads:** Princeton Rd and New Moore Rd are shown at the top, with a concrete drive leading to the site.
- Site Boundaries:** A 30 ft wide landscape buffer runs along the top and right sides of the site.
- Internal Features:**
  - A central **ASPHALT PAVED LOT FOR TRUCK PARKING** with a width of 51'.
  - Two **CONCRETE APRON** areas, one measuring 182.83'.
  - A **GATE** structure crossing the concrete apron.
  - A **GRASS AREA** located to the left of the paved lot.
- Fencing:** A 6 ft high black vinyl coated chain link fence runs along the bottom and left sides of the site.
- Topography:** Contour lines are shown in the background, indicating the site's elevation.



### Exterior Elevation Drawing



#### Standards of Review

Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 6, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** Truck terminal concerns are often attributed to truck/trailer traffic, truck parking, and dust. With the current zoning for the site, the B-4P principal use of mobile home sales would be similar in nature. Mobile home sales would contain similar truck traffic (bringing in and taking out mobile homes). The truck



parking would be substituted for a lot of mobile homes, and dust should be at a minimum since there is not gravel surface planned for parking on the site (it is to be asphalt per the MX zone description).

2. **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.
3. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The MX zone uses also permit the majority of the uses already contained in the B-4P zone. The MX zone also has capacity for light industrial use, which allows the use of a truck terminal.

Use: vacant/ proposed truck terminal

The Future Land Use Plan Map recommends Retail/Commercial use

4. **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?** There are no existing or changed conditions affecting the use and development of the property that provide supporting grounds either way.
5. **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.
6. **Whether the change will create an isolated district unrelated to similar districts:** The MX zone, while allowing a degree of more land use-intensive activity, can also contain all surrounding land uses.

**MX District Zoning Standards**

Sec. 114-353. - Permitted uses.

Uses permitted in the MX, Mixed-Use District are as follows:

- (1) Offices for brokers, businesses, computers, data processing, credit agencies, finance, government, law, medical, photography, real estate and travel agencies.
- (2) Single-family, two-family and multifamily residential.
- (3) Retail or service uses such as hotels, motels, limousine service, motor vehicle rental, restaurants, service stations, vehicle storage and day care facilities.
- (4) Public uses such as armories, auditoriums, meeting halls, coliseums, recreational facilities, stadiums, governmental uses, public parks and public or private utilities.
- (5) Manufacturing, assembling, processing, packaging or similar treatment of such products as: appliances, automobiles (including rebuilding and reconditioning), bolt or screw thread rolling or cutting, bottle making, box and crate assembly, bronze casting, canvas, carpets, rugs, celluloid and pyroxyline, ceramics, china or figurines, cosmetics, die casting and making, drafting instruments, electrical parts, electronic instruments, fiberglass, food products, forge, foundry, furniture, heating equipment, laboratories (experimental), medical and dental instruments, musical instruments, parcel delivery stations, pharmaceuticals, phonograph records, pottery, radios, record players, rubber and metal stamps, scientific instruments and equipment, shoes, television receivers, textiles, toiletries, tools, toys, watches, clocks and woven wire.
- (6) Warehousing, ministorage and trucking terminals.
- (7) On-premises and off-premises alcoholic beverage sales.
- (8) Communication facilities.

(Code 1981, app. A, art. X, § 2; Code 1998, § 114-427; Ord. No. 4018, § V, 3-21-1995; Ord. No. 4276, § I, 9-3-1996; Ord. No. 6388, § VII, 4-1-2014; Ord. No. 6474, § I, 4-7-2015)

Sec. 114-359. - Master plan approval.

The planning commission shall grant approval of a master plan before the establishment of the mixed-use district. The contents of the master plan shall include:

- (1) Signage;
- (2) Ingress/egress;
- (3) Availability and adequacy of utilities;
- (4) Buffer strip (periphery yard);
- (5) Adjacent transportation network;
- (6) Internal street layout; and
- (7) A conceptual layout of the varying types of land uses (i.e., general location of offices, multifamily residential, retail/service, public, manufacturing and warehousing).

**CONCLUSION**

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from B-4P to MX. The proposed MX zone affords more flexibility than the existing B-4P zone and the submitted master plan adheres to MX zone standards.



## AGENDA ACTION FORM

**An Ordinance to Amend Zoning of Parcels 2, 3, 4, 5, 6, 7, 21, and a Portion of Parcel 2.10 Located off Beartown Road and Deneen Lane from the A-1 (Agricultural District), P-1 (Professional Offices District), R-3 (Low Density Apartment District) and R-1B (Residential District) to the M-2 (General Manufacturing District)**

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

Action Form No.: AF-117-2022  
 Work Session: May 2, 2022  
 First Reading: May 3, 2022

Final Adoption: May 17, 2022  
 Staff Work By: Ken Weems  
 Presentation By: K. Weems

**Recommendation:**

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone parcels 2, 3, 4, 5, 6, 7, 21, and a portion of parcel 2.10 Located off Beartown Road and Deneen Lane from the A-1 (Agricultural District), P-1 (Professional Offices District), R-3 (Low Density Apartment District) and R-1B (Residential District) to the M-2 (General Manufacturing District).

**Executive Summary:**

This is an owner-requested rezoning of approximately 145 acres located off Beartown Road and Deneen Lane from the A-1, P-1, R-3, and R-1B zones to the M-2 zone. The purpose of the rezoning is to facilitate continued operations of the Vulcan Materials Company, to include new areas for overburden storage and a new concrete plant. The new concrete plant is the proposed future home of Summers-Taylor, currently located at 905 E Main Street. No opposition has been received concerning this rezoning request. During their April 2022 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 7-0. The notice of public hearing was published on April 18, 2022.

**Attachments:**

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

Funding source appropriate and funds are available: *Am*

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

	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 May 3, 2022 to consider the rezoning for parcels 2, 3, 4, 5, 6, 7, 21, and a portion of parcel 2.10 located along Deneen Lane and Beartown Road from the A-1, P-1, R-3 and R-1B Districts to the M-2 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:

Tract 1 (Parcel 5; R-1B Portion):

**BEGINNING** AT A POINT OF VULCAN LANDS LLC ON THE SOUTHERN RIGHT OF WAY OF BEARTOWN RD WITH A NORTHING 830,974.41 AND EASTING 2,966,420.19; THENCE, SOUTH 42 DEGREES 30 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 320.29 FEET TO A POINT ON A LINE; THENCE, SOUTH 23 DEGREES 20 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 146.21 FEET TO A POINT ON A LINE; THENCE, SOUTH 89 DEGREES 18 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 749.39 FEET TO A POINT ON A LINE; THENCE, NORTH 10 DEGREES 41 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 75.24 FEET TO A POINT ON A LINE; THENCE, NORTH 86 DEGREES 56 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 45.63 FEET TO A POINT ON A LINE; THENCE, NORTH 13 DEGREES 39 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 771.11 FEET TO A POINT ON A LINE; THENCE, NORTH 88 DEGREES 30 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 1000.07 FEET TO A POINT ON A LINE; THENCE, SOUTH 00 DEGREES 05 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 435.40 FEET TO A POINT ON A LINE; THENCE, NORTH 63 DEGREES 39 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 11.78 FEET TO A POINT ON A LINE; THENCE SOUTH 26 DEGREES 20 MINUTES 13 SECONDS EAST A DISTANCE OF 46.93 FEET TO THE **POINT OF BEGINNING**; CONTAINING **16.46 ACRES** AS DESCRIBED BY CEC INC, BRIAN L. SOUVA RLS# 3157 AND SHOWN BEARING PROJECT #321-876.

Tract 2 (Parcel 21; P-1 Portion):

**BEGINNING** AT A POINT ON VULCAN LANDS LLC ON THE EASTERN RIGHT OF WAY OF DENEEN LN WITH A NORTHING 827.086.78 AND EASTING 2,966,535.58; THENCE, SOUTH 83 DEGREES 53 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 46.36 FEET TO A POINT ON A LINE;

THENCE, NORTH 42 DEGREES 37 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 152.78 FEET TO A POINT ON A LINE; THENCE, NORTH 36 DEGREES 53 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 156.47 FEET TO A POINT ON A LINE; THENCE, SOUTH 86 DEGREES 27 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 606.26 FEET TO A POINT ON A LINE; THENCE, NORTH 02 DEGREES 31 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 1059.86 FEET TO A POINT ON A LINE; THENCE, SOUTH 87 DEGREES 41 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 850.64 FEET TO A POINT ON A LINE; THENCE SOUTH 02 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 1220.52 FEET TO THE **POINT OF BEGINNING**; CONTAINING **20.53 ACRES** AS DESCRIBED BY CEC INC, BRIAN L. SOUVA RLS# 3157 AND SHOWN BEARING PROJECT #321-876.

Tract 3 (Parcels 2, 3, 4, 5, 6, 7, and a Portion of Parcel 2.10; A-1 Portion):

**BEGINNING** AT A POINT ON VULCAN LANDS LLC WITH A NORTHING 828,306.44 AND EASTING 2,966,490.15; THENCE NORTH 87 DEGREES 41 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 850.64 FEET TO A POINT ON A LINE; THENCE, SOUTH 02 DEGREES 25 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 333.51 FEET TO A POINT ON A LINE; THENCE, NORTH 86 DEGREES 56 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 511.94 FEET TO A POINT ON A LINE; THENCE, SOUTH 03 DEGREES 03 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 298.04 FEET TO A POINT ON A LINE; THENCE, NORTH 86 DEGREES 51 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 1284.80 FEET TO A POINT ON A LINE; THENCE, SOUTH 56 DEGREES 02 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 694.24 FEET TO A POINT ON A LINE; THENCE, SOUTH 03 DEGREES 55 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 466.30 FEET TO A POINT ON A LINE; THENCE, SOUTH 84 DEGREES 34 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 628.44 FEET TO A POINT ON A LINE; THENCE, NORTH 23 DEGREES 47 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 460.40 FEET TO A POINT ON A LINE; THENCE, NORTH 42 DEGREES 32 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 183.14 FEET TO A POINT ON A LINE; THENCE, NORTH 52 DEGREES 38 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 324.00 FEET TO A POINT ON A LINE; THENCE, NORTH 53 DEGREES 46 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 200.00 FEET TO A POINT ON A LINE; THENCE, NORTH 48 DEGREES 34 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 200.00 FEET TO A POINT ON A

LINE; THENCE, NORTH 27 DEGREES 41 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 200.00 FEET TO A POINT ON A LINE; THENCE, NORTH 17 DEGREES 48 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 145.40 FEET TO A POINT ON A LINE; THENCE, NORTH 01 DEGREES 33 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 82.11 FEET TO A POINT ON A LINE; THENCE, NORTH 05 DEGREES 11 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 135.77 FEET TO A POINT ON A LINE; THENCE, NORTH 07 DEGREES 04 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 193.05 FEET TO A POINT ON A LINE; THENCE, NORTH 00 DEGREES 45 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 143.70 FEET TO A POINT ON A LINE; THENCE, NORTH 12 DEGREES 26 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 371.17 FEET TO A POINT ON A LINE; THENCE, NORTH 89 DEGREES 18 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 3261.03 FEET TO A POINT ON A LINE; THENCE SOUTH 00 DEGREES 22 MINUTES 53 SECONDS EAST A DISTANCE OF 861.68 FEET TO THE TO THE **POINT OF BEGINNING**; CONTAINING **102.15 ACRES** AS DESCRIBED BY CEC INC, BRIAN L. SOUVA RLS# 3157 AND SHOWN BEARING PROJECT #321-876.

Tract 4 (A Portion of Parcel 2.10; R-3 Portion):

**BEGINNING** AT A POINT ON THE NORTHERN RIGHT OF WAY OF NETHERLAND INN RD WITH A NORTHING 825,954.21 AND EASTING 2,963,144.34; THENCE, SOUTH 71 DEGREES 10 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 50.19 FEET TO A POINT ON A LINE; THENCE, NORTH 23 DEGREES 47 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 1045.82 FEET TO A POINT ON A LINE. THENCE, NORTH 84 DEGREES 34 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 628.44 FEET TO A POINT ON A LINE; THENCE, SOUTH 03 DEGREES 55 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 324.64 FEET TO A POINT ON A LINE; THENCE, SOUTH 75 DEGREES 13 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 311.32 FEET TO A POINT ON A LINE; THENCE, SOUTH 79 DEGREES 27 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 132.12 FEET TO A POINT ON A LINE; THENCE SOUTH 23 DEGREES 47 MINUTES 50 SECONDS EAST A DISTANCE OF 625.88 FEET TO THE **POINT OF BEGINNING**; CONTAINING **5.41 ACRES** AS DESCRIBED BY CEC INC, BRIAN L. SOUVA RLS# 3157 AND SHOWN BEARING PROJECT #321-876.

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 Clerk, Public Library, 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](mailto:ADAContact@KingsportTN.gov) at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 4/18/2022

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BEARTOWN ROAD AND DENEEN LANE FROM THE R-1B, P-1, A-1, AND R-3 DISTRICTS TO THE M-2, GENERAL MANUFACTURING DISTRICT IN THE 12<sup>TH</sup> 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 Beartown Road and Deneen Lane from the R-1B, Residential District, P-1, Professional Offices District, A-1, Agricultural District, and R-3, Low Density Apartment District to the M-2, General Manufacturing District in the 12<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1 (Parcel 5; R-1B Portion):

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Tract 2 (Parcel 21; P-1 Portion):

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Tract 3 (Parcels 2, 3, 4, 5, 6, 7, and a Portion of Parcel 2.10; A-1 Portion):

**BEGINNING** AT A POINT ON VULCAN LANDS LLC WITH A NORTHING 828,306.44 AND EASTING 2,966,490.15; THENCE NORTH 87 DEGREES 41 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 850.64 FEET TO A POINT ON A LINE; THENCE, SOUTH 02 DEGREES 25 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 333.51 FEET TO A POINT ON A LINE; THENCE, NORTH 86 DEGREES 56 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 511.94 FEET TO A POINT ON A LINE; THENCE, SOUTH 03 DEGREES 03 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 298.04 FEET TO A POINT ON A LINE; THENCE, NORTH 86 DEGREES 51 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 1284.80 FEET TO A POINT ON A LINE; THENCE, SOUTH 56 DEGREES 02 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 694.24 FEET TO A POINT ON A LINE; THENCE, SOUTH 03 DEGREES 55 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 466.30 FEET TO A POINT ON A LINE; THENCE, SOUTH 84 DEGREES 34 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 628.44 FEET TO A POINT ON A LINE; THENCE, NORTH 23 DEGREES 47 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 460.40 FEET TO A POINT ON A LINE; THENCE, NORTH 42 DEGREES 32 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 183.14 FEET TO A POINT ON A LINE; THENCE,

NORTH 52 DEGREES 38 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 324.00 FEET TO A POINT ON A LINE; THENCE, NORTH 53 DEGREES 46 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 200.00 FEET TO A POINT ON A LINE; THENCE, NORTH 48 DEGREES 34 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 200.00 FEET TO A POINT ON A LINE; THENCE, NORTH 27 DEGREES 41 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 200.00 FEET TO A POINT ON A LINE; THENCE, NORTH 17 DEGREES 48 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 145.40 FEET TO A POINT ON A LINE; THENCE, NORTH 01 DEGREES 33 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 82.11 FEET TO A POINT ON A LINE; THENCE, NORTH 05 DEGREES 11 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 135.77 FEET TO A POINT ON A LINE; THENCE, NORTH 07 DEGREES 04 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 193.05 FEET TO A POINT ON A LINE; THENCE, NORTH 00 DEGREES 45 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 143.70 FEET TO A POINT ON A LINE; THENCE, NORTH 12 DEGREES 26 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 371.17 FEET TO A POINT ON A LINE; THENCE, NORTH 89 DEGREES 18 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 3261.03 FEET TO A POINT ON A LINE; THENCE SOUTH 00 DEGREES 22 MINUTES 53 SECONDS EAST A DISTANCE OF 861.68 FEET TO THE TO THE **POINT OF BEGINNING**; CONTAINING **102.15 ACRES** AS DESCRIBED BY CEC INC, BRIAN L. SOUVA RLS# 3157 AND SHOWN BEARING PROJECT #321-876.

Tract 4 (A Portion of Parcel 2.10; R-3 Portion):

**BEGINNING** AT A POINT ON THE NORTHERN RIGHT OF WAY OF NETHERLAND INN RD WITH A NORTHING 825,954.21 AND EASTING 2,963,144.34; THENCE, SOUTH 71 DEGREES 10 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 50.19 FEET TO A POINT ON A LINE; THENCE, NORTH 23 DEGREES 47 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 1045.82 FEET TO A POINT ON A LINE. THENCE, NORTH 84 DEGREES 34 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 628.44 FEET TO A POINT ON A LINE; THENCE, SOUTH 03 DEGREES 55 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 324.64 FEET TO A POINT ON A LINE; THENCE, SOUTH 75 DEGREES 13 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 311.32 FEET TO A POINT ON A LINE; THENCE, SOUTH 79 DEGREES 27 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 132.12 FEET TO A POINT ON A LINE; THENCE SOUTH 23 DEGREES 47 MINUTES 50 SECONDS EAST A DISTANCE OF 625.88 FEET TO THE **POINT OF BEGINNING**; CONTAINING **5.41 ACRES** AS

DESCRIBED BY CEC INC, BRIAN L. SOUVA RLS# 3157 AND  
SHOWN BEARING PROJECT #321-876.

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 \_\_\_\_\_

## Deneen Lane Rezoning

<b>Property Information</b>	
<b>Address</b>	400 Deneen Lane
<b>Tax Map, Group, Parcel</b>	Map 029, Parcel 5; Map 045B, Parcel 21; Tax Map 045A, Parcels 2, 3, 4, 5, 6, 7, and a portion of 2.10
<b>Civil District</b>	12
<b>Overlay District</b>	n/a
<b>Land Use Designation</b>	Industrial, Retail/Commercial, and Single Family
<b>Acres</b>	144.55 +/-
<b>Existing Use</b>	Vacant land and overburden storage
<b>Existing Zoning</b>	A-1, P-1, R-3, and R-1B
<b>Proposed Use</b>	Concrete block plant and overburden storage
<b>Proposed Zoning</b>	M-2
<b>Owner /Applicant Information</b>	
<b>Name:</b> Robert Bowman <b>Address:</b> 800 South Gay Street <b>City:</b> Knoxville <b>State:</b> TN <b>Zip Code:</b> 37929 <b>Phone:</b> (865) 525-5134	<b>Intent:</b> <i>To rezone from R-1B, A-1, P-1, and R-3 to M-2 for the purpose of constructing a new concrete block plant and overburden storage,</i>
<b>Planning Department Recommendation</b>	
<p>The Kingsport Planning Division recommends sending a <b>POSITIVE</b> recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The majority of the rezoning site is identified as appropriate for industrial use in the 2030 Future Land Use Plan, to include the site of the future (proposed) concrete block plant. The existing R-1B portion located off Beartown Road is designated as single family use in the land use plan, with only overburden storage planned for this parcel. The extreme topography of the R-1B portion of the rezoning area makes it difficult to use for anything other than overburden storage.</i></p> <p><i>The submitted site plan demonstrates adherence to the M-2 zone standards, to include the 300' buffer for all buildings, storage, and loading uses in the zone.</i></p>	
<b>Staff Field Notes and General Comments:</b>	
<p><i>The rezoning site contains a portion of the existing rock quarry pit, which has been in operation for many decades. The M-2 rezoning for all Vulcan property will turn currently legal, non-conforming uses in to principal uses for zoning purposes. Examples of this include portion of the existing quarry pit and overburden storage areas.</i></p> <p><i>Future plans for the concrete block plant will likely include a right-of-way abandonment for most of Deneen Lane that currently serves Vulcan property only, terminating in a cul-de-sac entirely along Vulcan property in the vicinity of the future (proposed) concrete block plant.</i></p>	
<b>Planner:</b>	Ken Weems
<b>Date:</b>	April 1, 2022



# Kingsport Regional Planning Commission

## Rezoning Report

File: REZONE22-0085

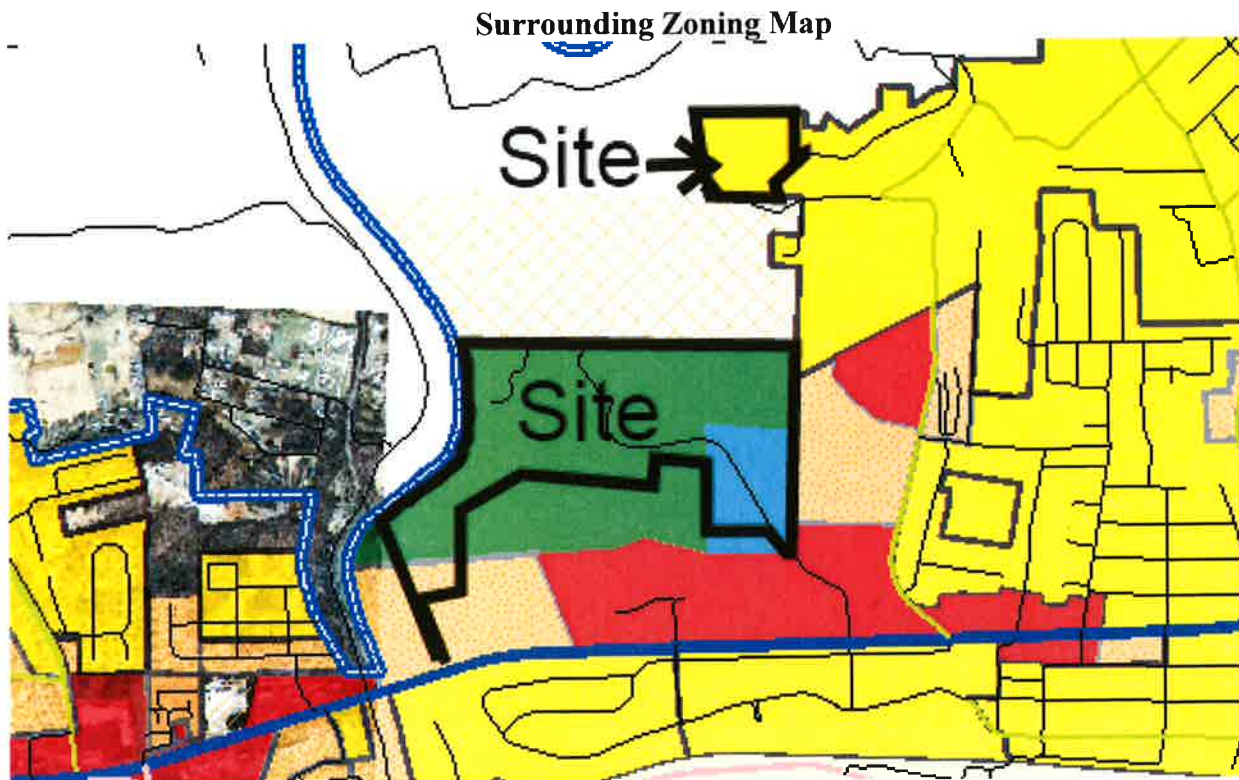
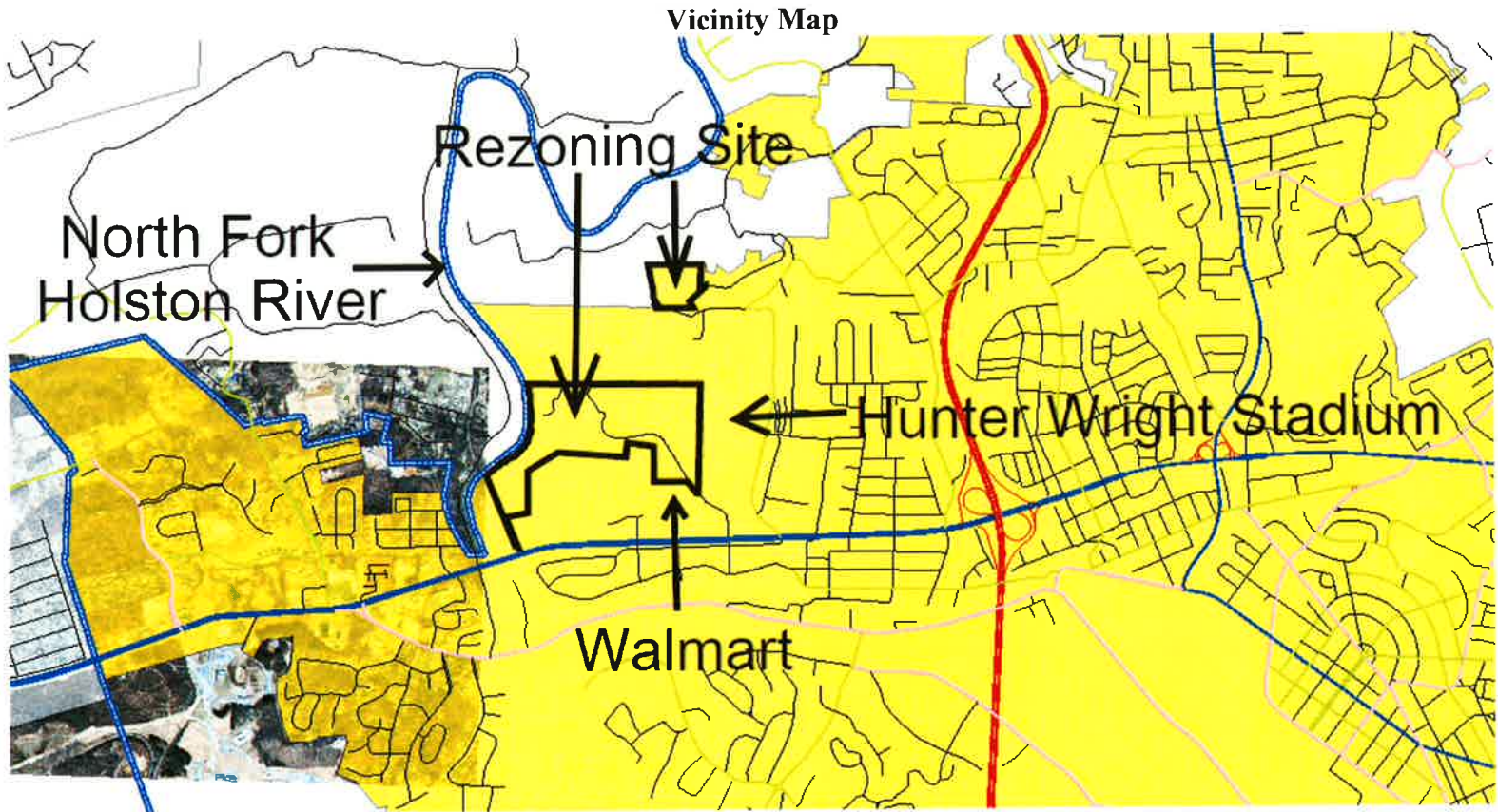
Planning Commission Action		Meeting Date:	April 21, 2022
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

### PROPERTY INFORMATION

<b>ADDRESS</b>	400 Deneen Lane
<b>DISTRICT</b>	12
<b>OVERLAY DISTRICT</b>	n/a
<b>EXISTING ZONING</b>	R-1B, A-1, P-1, and R-3
<b>PROPOSED ZONING</b>	M-2
<b>ACRES</b>	144.55 +/-
<b>EXISTING USE</b>	quarry operations and vacant land
<b>PROPOSED USE</b>	continued quarry operations, additional overburden storage, and a concrete block plant

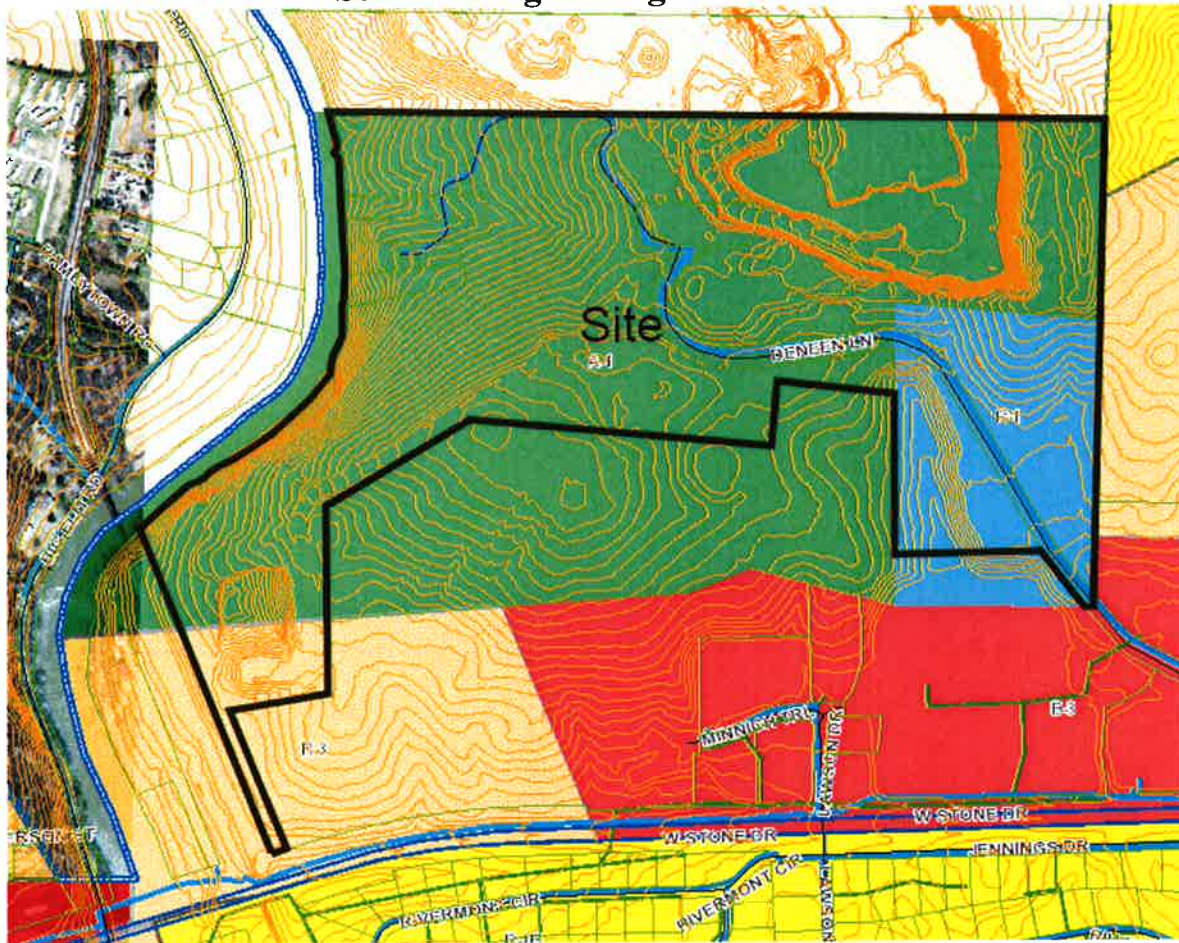
### INTENT

*To rezone from R-1B, A-1, P-1, and R-3 to M-2 for the purpose of constructing a new concrete block plant and overburden storage,*



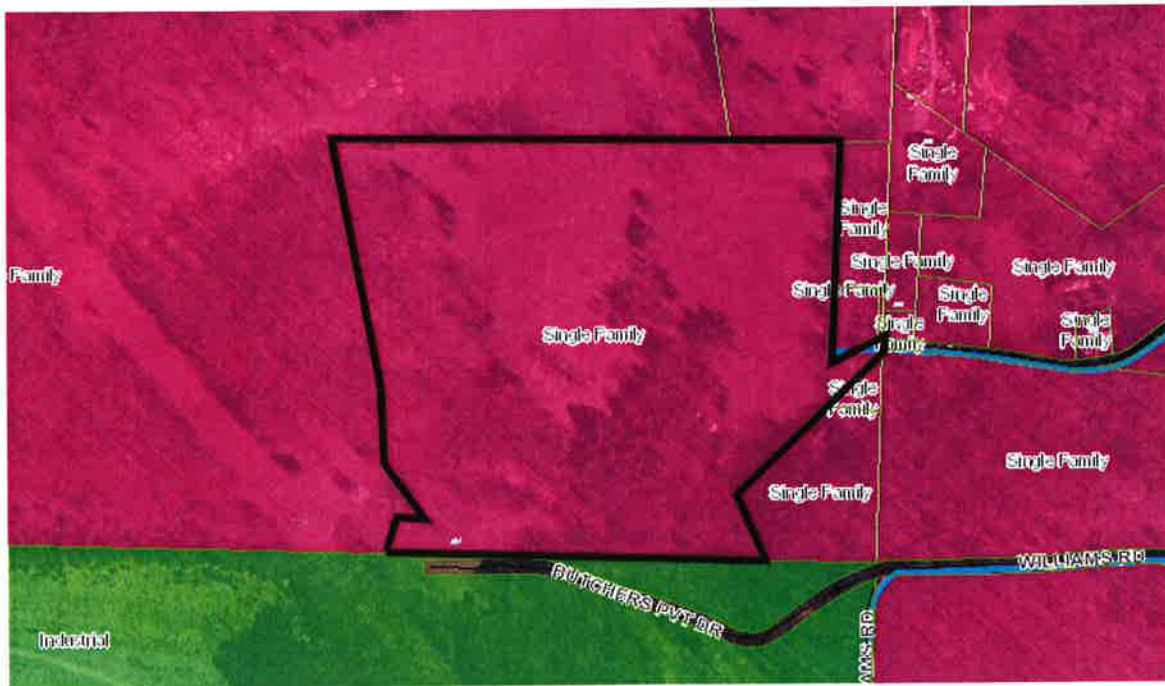
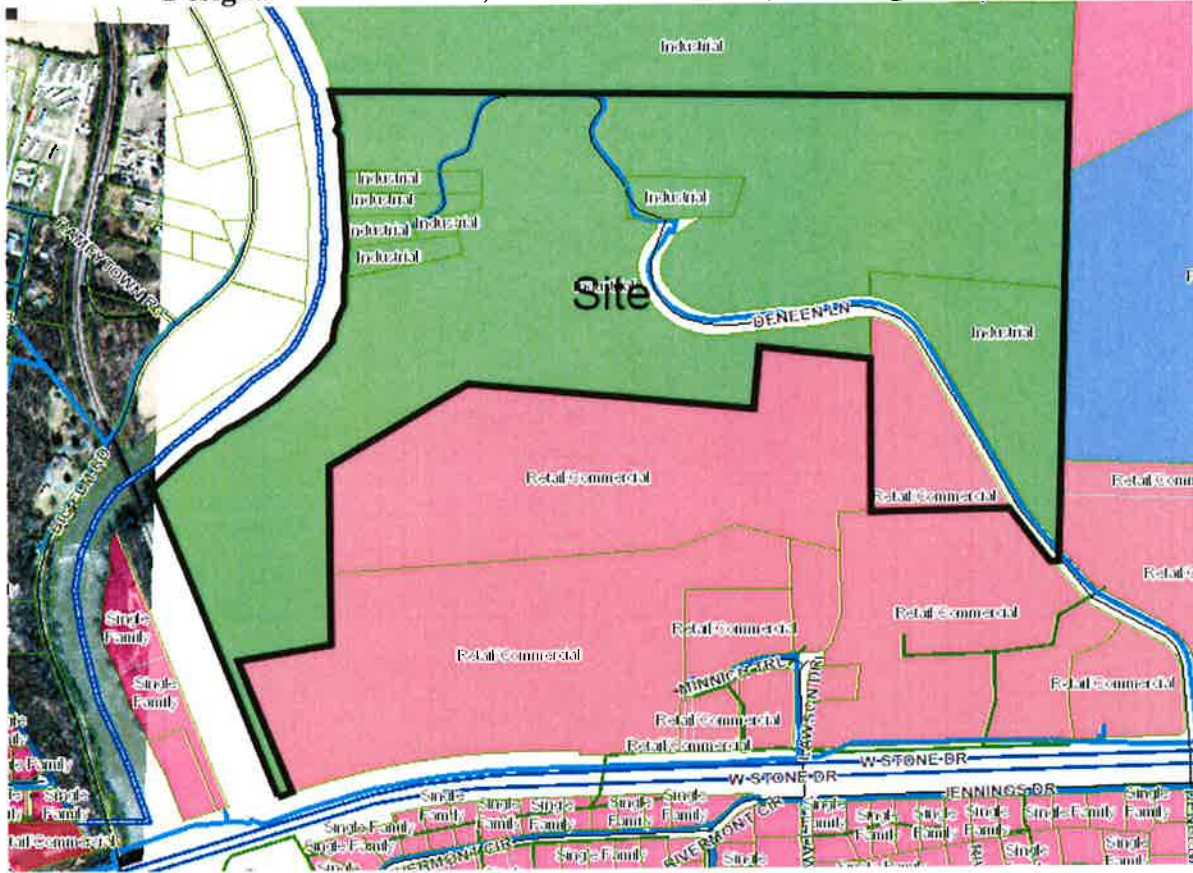


### Surrounding Zoning Close View





## Future Land Use Plan 2030





Aerials





**Entrance to Vulcan Property Along Deneen Lane**

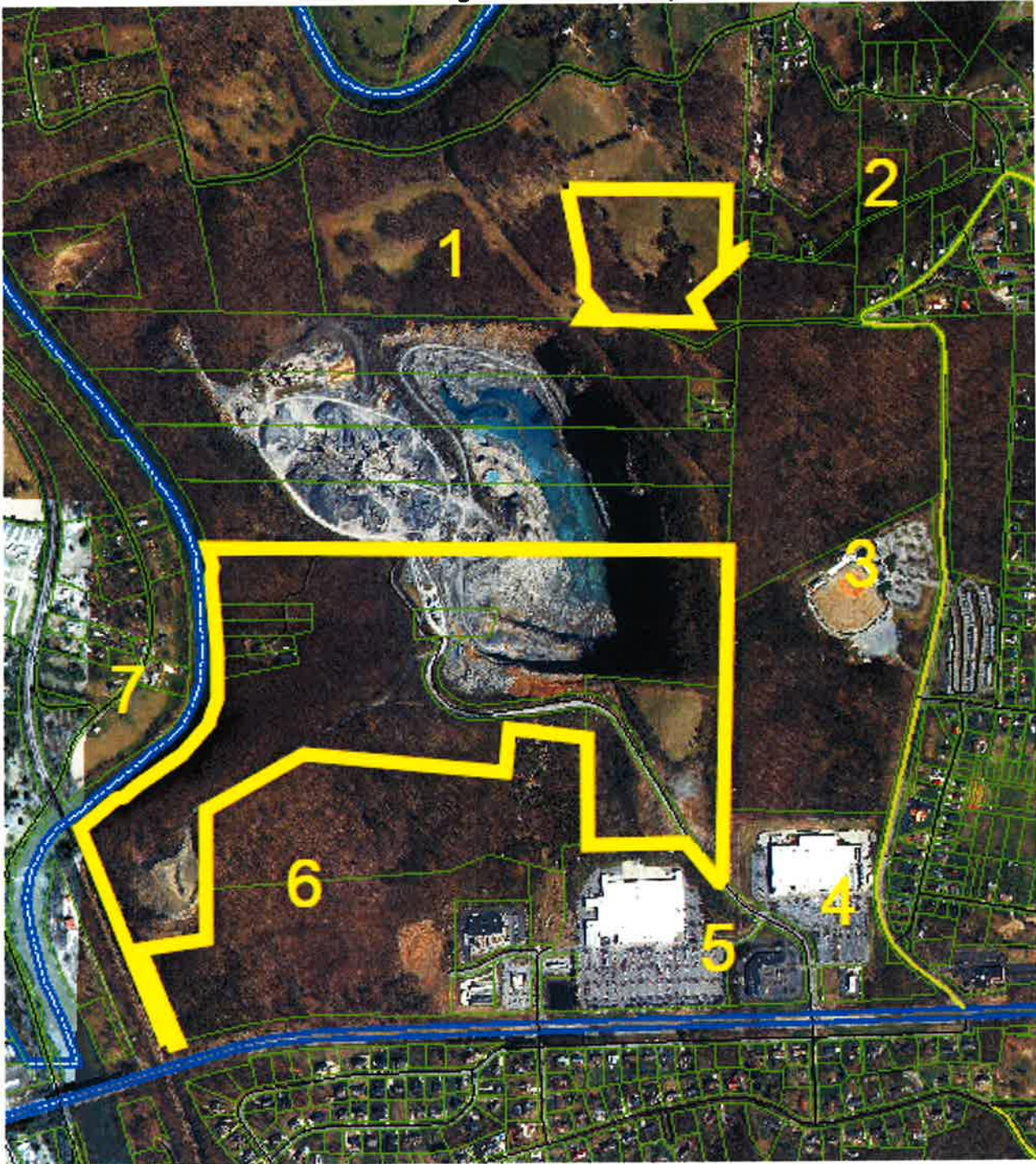


**View from End of Beartown Road**





Existing Uses Location Map

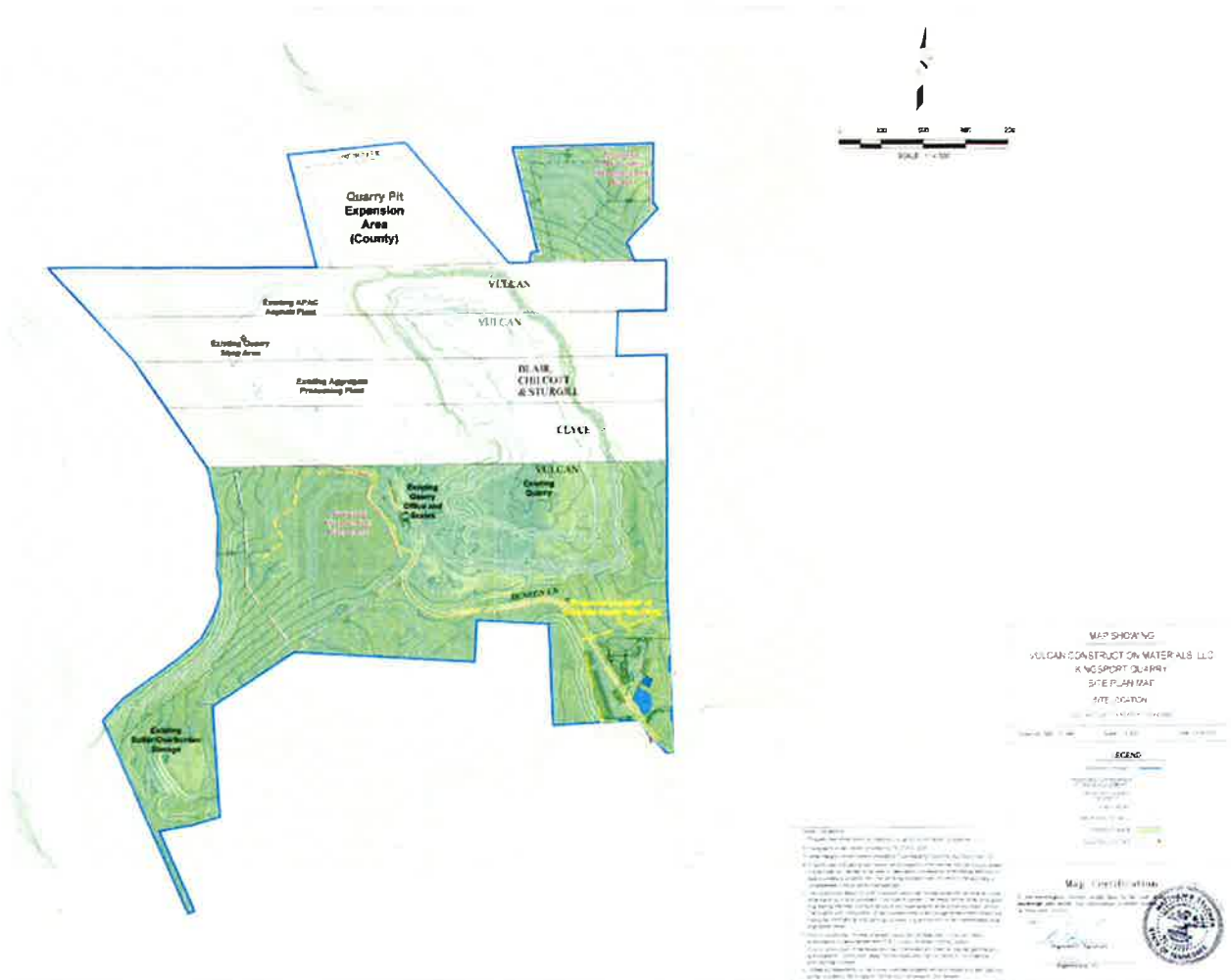


Existing Zoning/ Land Use Table

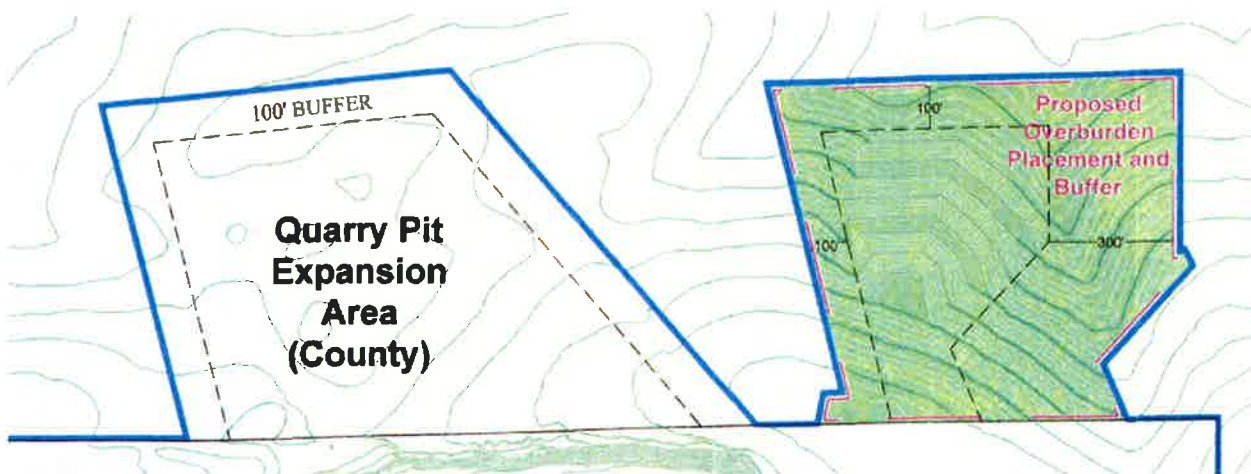
Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: County M-2</u> <u>Use: quarry pit expansion area</u>	Rezoned in 2019 for pit expansion (County Rezoning)
Further North and Northwest	2	<u>Zone: City R-1B</u> <u>Use: residential along Beartown Rd</u>	n/a
East	3	<u>Zone: City B-3</u> <u>Use: Hunter Wright Stadium</u>	Rezoned in 2013 to accommodate beer sales
Further East	4	<u>Zone: City B-3</u> <u>Use: retail sales</u>	n/a
Southeast and South	5	<u>Zone: City B-3</u> <u>Use: retail sales</u>	n/a
Further South	6	<u>Zone: City A-1</u> <u>Use: undeveloped</u>	n/a
West	7	<u>Zone: County R-1</u> <u>Use: residential and vacant parcels</u>	n/a



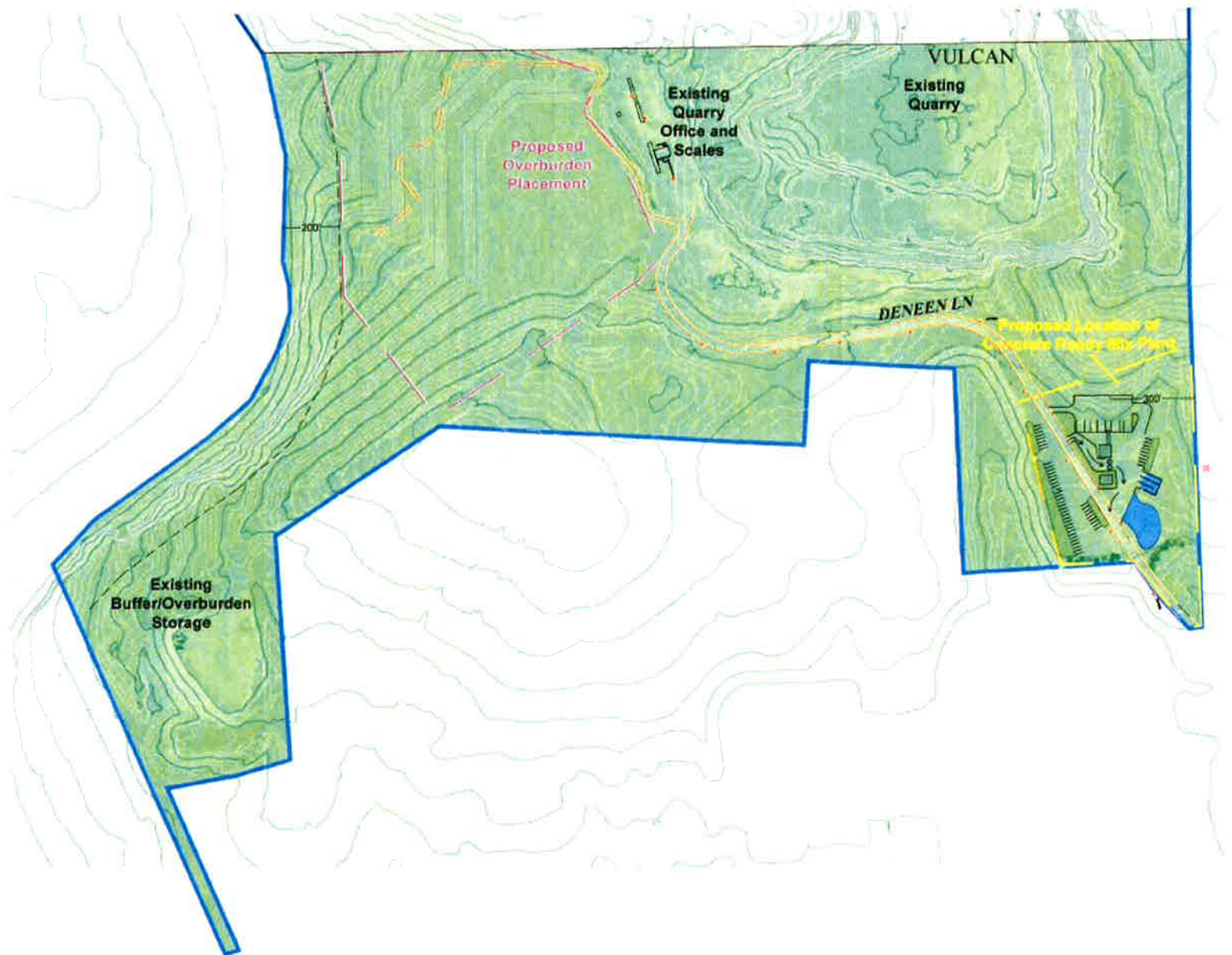
Site Plan



Close View (Vicinity of Beartown Rd)



**Close view (Vicinity of Deneen Lane)**





**Close View, Proposed Concrete Ready Mix Plant**



**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.

1. **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 is suitable to accommodating the future land use plan, existing quarry operations, and the unique topography of the site.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposal should not adversely affect the existing use or usability of adjacent or nearby property.
3. **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 does not have a reasonable economic use as currently zoned. The unique topography and remote location in regard to existing street frontage present challenges to uses other than industrial uses.
4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposal is in conformity with the policies and intent of the land use plan. The areas not specifically designated as industrial use in the land use plan are confined by terrain and remoteness from accessible street frontage.

**Use:** overburden storage and concrete block plant

**The Future Land Use Plan Map recommends** Industrial, Retail/Commercial, and Single Family

5. **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 terrain features, provide supporting grounds for approval of the rezoning area as one appropriate industrial use serving the existing quarry.
6. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are not logically drawn in relation to the existing conditions. This results in legal, non-conforming uses due to the age of the site and existing quarry activity.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed M-2 zone will match the existing M-2 zone for the quarry site.

**M-2 District Zoning Standards (Principal Uses)**

Sec. 114-199. - M-2, General Manufacturing District.

(a) *Principal uses.* Principal uses permitted in the M-2, General Manufacturing District are as follows:

- (1) The same as for the M-1 district, except that all provisions in this section shall apply for such uses in this zone.
- (2) All buildings, storage, loading (but not parking) shall be at least 300 feet from residential districts, and 100 feet from any other district, except the M-1 district.
- (3) Abrasive manufacturing; acid manufacturing; aerosol packaging; agricultural uses, including hatcheries; asbestos processing; automobile assembling, rebuilding and reconditioning; bleaching plants; boiler shops, structural steel fabrication or other noise-producing machine operated tools; bolt or screw thread rolling or cutting; bottle making; brewing and distillery; brick, tile or terracotta and other clay products manufacturing; briquette manufacture; bronze casting; candle or sperm oil manufacturing; canvas manufacturing; carpet or rug manufacturing; coke manufacturing; concrete mixing, concrete products; die casting and making; disinfectant, insecticide or poison manufacturing; dye or dyestuff manufacturing; electric power generation; excelsior and fiber manufacturing; fencing, woven wire manufacturing; fertilizer manufacturing; forge; foundry; glass fiber manufacturing; glucose manufacturing; grain drying and poultry feed manufacturing; hair manufacturing; iron storage, sorting, collecting or baling; leaf mold and similar products; linoleum oil cloth or oiled goods manufacturing; match manufacturing; nitrating processes; oil, paint, shellac, enamel manufacturing of the grinding of colors by machine; paper or pulp manufacturing, paper scrap or waste storage grading; perfume manufacturing; plaster manufacturing and products; potash manufacturing or refining; pyrroline plastic manufacturing; roofing material factory, rubber manufacturing, treating or reclaiming plant; sand blasting; sewage treatment plant; shoe blacking or polish; soda ash, caustic soda or washing compound containing chlorine, bleaching powder manufacturing or refining; steam power plant; storage, drying, cleaning of rags, glass, cloth, paper or clipping; sugar refining or starch manufacturing; tar or asphalt roofing; textile manufacturing; tire manufacturing; ammonia, chlorine or bleaching powder; animal black, lampblack or bone black; asphalt plant; automobile impound yard; automobile wrecking; scrap iron storage; blast furnaces; building materials salvage; celluloid and pyroxyline manufacturing; cement, lime, gypsum or plaster of Paris; coal storage; creosote manufacturing; cupola or metal smelting furnace and ore or metal reduction; distillation of coal, petroleum, refuse, bones; explosives remanufacturing or storage except for small arms ammunition; fertilizer manufacturing using organic materials compost or storage; fish curing, smoking, or packing; gas (acetylene, illuminating or heating) manufacturing; glue manufacturing; size or gelatin manufacturing; junkyard; livestock feed yards; petroleum or inflammable liquids; rock or stone crushing; stockyards, slaughtering; smelting of metals; steel mills; storage, curing or tanning of raw, green or salted hides or skins; landfills, incinerators.
- (4) Communication facilities.

**CONCLUSION**

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from A-1, P-1, R-3, and R-1B to M-2. The majority of the proposed uses match the land use plan designation of the site as appropriate for industrial use. The proposed overburden storage site on the parcel that fronts Beartown Road will no present an adverse land use for the parcel. The parcel and abutting terminus of Beartown Road right-of-way is prone to illegal dumping and not easily viewed from any existing structures.





## 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-102-2022  
Work Session: April 18, 2022  
First Reading: April 19, 2022

Final Adoption: **May 3, 2022**  
Staff Work By: John Morris  
Presentation By: C. McCartt

#### Recommendation:

Approve the ordinance.

#### Executive Summary:

The General Fund is being amended by transferring \$34,313.00 from the Public Relations line (110-1005-405.20-25) and \$560,687.00 from the Future Appropriations line (110-4890-901.60-01) to the General Projects line (110-4804-481.70-36).

The General Project Fund is being increased by appropriating General Fund dollars in the amount of \$250,000.00 to the Petworks Debt Reduction project (GP2212), \$320,000.00 to the River Bend project (GP1512), and \$25,000.00 to the Senior Center Equipment project (GP2213) and by appropriating Bays Mountain Park Association dollars in the amount of \$57,550.00 to the Fox Den Playground project (GP2214), \$750,000.00 to the BMP Nature Center project (GP2215), and \$3,375.00 to the Fox Habitat project (GP2216).

The Fleet Fund is being increased by \$655,576.00 by increasing the amount taken from Fund Balance to increase the Vehicle Replacement line to cover the ever increasing cost of replacement vehicles.

The Bays Mountain Park Commission Fund is being increased by accepting \$810,925.00 from the Bays Mountain Park Association for transfer to the General Project fund for various projects.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *jm*

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

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

## ORDINANCE NO.

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

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

SECTION I. That the General Fund budget be amended by transferring \$34,313 from the Public Relations line (110-1005-405.20-25) and \$560,687 from the Future Appropriations line (110-4890-901.60-01) to the General Projects line (110-4804-481.70-36).

SECTION II. That the General Project fund be increased by appropriating General Fund dollars in the amount of \$250,000 to the Petworks Debt Reduction project (GP2212), \$320,000 to the River Bend project (GP1512), and \$25,000 to the Senior Center Equipment project (GP2213) and by appropriating Bays Mountain Park Association dollars in the amount of \$57,550 to the Fox Den Playground project (GP2214), \$750,000 to the BMP Nature Center project (GP2215), and \$3,375 to the Fox Habitat project (GP2216).

SECTION III. That the Fleet Maintenance Fund be increased by appropriating \$655,576 from Fund Balance (511-0000-391-01-00) to increase the Replacement Vehicles line (511-5008-501.90-10) to cover increased vehicle purchases.

SECTION IV. That the Bays Mountain Park Commission Fund be increased by accepting \$810,925 from the Bays Mountain Park Association for transfer to the General Project fund for various projects.

**Account Number/Description:**

**General Fund: 110**

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-1005-405.20-25 Public Relations	125,000	(34,313)	90,687
110-4804-481.70-36 To General Project Fund	390,110	595,000	985,110
110-4890-901.60-01 Future Appropriations	560,687	(560,687)	0
<b>Totals:</b>	<b>1,075,797</b>	<b>0</b>	<b>1,075,797</b>

**General Project Fund: 311**

**Petworks Debt Reduction (GP2212)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-391.01-00 From General Fund	0	250,000	250,000
<b>Total:</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-601.90-03 Improvements	0	250,000	250,000
<b>Total:</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>

**River Bend (GP1512)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-334.50-10 KHRA	666,666	0	666,666
311-0000-368.10-47 2014 A GO Bonds	1,099,802	0	1,099,802
311-0000-368.10-66 Series 2019 GO Improvment	134,981	0	134,981
311-0000-368.21-01 Premium From Bond Sale	125,749	0	125,749
311-0000-391.01-00 From General Fund	104,436	320,000	424,436
<b>Total:</b>	<b>2,131,634</b>	<b>320,000</b>	<b>2,451,634</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	150,000	0	150,000
311-0000-601.40-41 Bond Sale Expense	14,968	0	14,968
311-0000-601.90-01 Land	6,827	0	6,827
311-0000-601.90-03 Improvements	1,959,839	320,000	2,279,839
<b>Total:</b>	<b>2,131,634</b>	<b>320,000</b>	<b>2,451,634</b>

**Senior Center Equipment (GP2213)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-391.01-00 From General Fund	0	25,000	25,000
<b>Total:</b>	<b>0</b>	<b>25,000</b>	<b>25,000</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-04 Equipment	0	25,000	25,000
<b>Total:</b>	<b>0</b>	<b>25,000</b>	<b>25,000</b>

**Fox Den Playground (GP2214)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-391.62-00 Bays Mtn. Park Commission Fund	0	57,550	57,550
<b>Total:</b>	<b>0</b>	<b>57,550</b>	<b>57,550</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	0	57,550	57,550
<b>Total:</b>	<b>0</b>	<b>57,550</b>	<b>57,550</b>

**BMP Nature Center (GP2215)****Revenues:**311-0000-391.62-00 Bays Mtn. Park Commission  
Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	750,000	750,000
<b>Total:</b>	<b>0</b>	<b>750,000</b>	<b>750,000</b>

**Expenditures:**

311-0000-601.90-03 Improvements

	\$	\$	\$
	0	750,000	750,000
<b>Total:</b>	<b>0</b>	<b>750,000</b>	<b>750,000</b>

**Fox Habitat (GP2216)****Revenues:**311-0000-391.62-00 Bays Mtn. Park Commission  
Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	3,375	3,375
<b>Total:</b>	<b>0</b>	<b>3,375</b>	<b>3,375</b>

**Expenditures:**

311-0000-601.90-03 Improvements

	\$	\$	\$
	0	3,375	3,375
<b>Total:</b>	<b>0</b>	<b>3,375</b>	<b>3,375</b>

**Account Number/Description:****Fund 511: Fleet Maintenance Fund****Revenues:**

511-0000-392.01-00 Fund Balance Appropriation

**Totals**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	6,930,679	655,576	7,586,255
<b>Totals</b>	<b>6,930,679</b>	<b>655,576</b>	<b>7,586,255</b>

**Expenditures:**

511-5008-501.90-10 Replacement Vehicles

**Totals**

	\$	\$	\$
	5,816,099	655,576	6,471,675
<b>Totals</b>	<b>5,816,099</b>	<b>655,576</b>	<b>6,471,675</b>

**Account Number/Description:****Bays Mt Park Comm Fund: 612****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
612-0000-341.30-55 Membership Fees	0	25,000	25,000
612-0000-341.30-65 Gift Shop Sales	0	25,000	25,000
612-0000-361.22-00 Int LGIP	300	0	300
612-0000-364.30-00 From Non-Profit Groups	15,000	810,925	825,925
612-0000-392-01-00 Fund Bal Approp	81,200	(50,000)	31,200
<b><i>Totals:</i></b>	<b>96,500</b>	<b>810,925</b>	<b>907,425</b>

**Expenditures:**

	<b>\$</b>	<b>\$</b>	<b>\$</b>
612-4530-473.20-10 Advertising & Publication	0	3,000	3,000
612-4530-473.20-55 Repairs & Maintenance	21,000	(1,000)	20,000
612-4530-473.20-99 Miscellaneous	2,000	(2,000)	0
612-4530-473.30-20 Operating Supplies & Tools	21,000	0	21,000
612-4530-473.30-22 Maintenance Supplies	2,000	0	2,000
612-4530-473.31-90 Inventory Purchases	40,000	0	40,000
612-4530-473.70-36 To General Project	0	810,925	810,925
612-4530-473.90-04 Equipment	10,500	0	10,500
<b><i>Totals:</i></b>	<b>96,500</b>	<b>810,925</b>	<b>907,425</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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





## AGENDA ACTION FORM

### A Resolution Awarding the Bid for the Construction of Riverbend Park – Phase I

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

Action Form No.: AF-111-2022  
 Work Session: May 2, 2022  
 First Reading: N/A

Final Adoption: May 3, 2022  
 Staff Work By: Kitty Frazier  
 Presentation By: M. Borders/K. Frazier

#### Recommendation:

Approve the resolution.

#### Executive Summary:

Bids were opened on April 5, 2022 for first phase of construction for Riverbend Park. Bids were received from two contractors for this solicitation. It is the recommendation of staff and Barge Design Solutions to accept the apparent low compliant bid, including alternate #2 vegetation removal and Fuel & Bituminous allowances, from King General Contractors, Inc. in the amount of \$952,601.98 and authorize contingency in the amount of \$57,156.12.

The Riverbend Phase 1 project's scope includes a decomposed granite trail, emergency access road, and an ADA accessible fishing pier. TVA is funding and working in conjunction with the City of Kingsport to improve their existing parking area at the terminus of Wesley Road including the addition of an ADA accessible parking space.

This project is primarily funded through \$666,666.66 of TIF proceeds provided by a Redevelopment Agreement with the Kingsport Housing and Redevelopment Authority.

Funding is identified in GP1512.

The project will start late spring/early summer and estimated completion date is end of November 2023.

#### Attachments:

1. Resolution
2. Bid minutes
3. Recommendation of award
4. Phase I concept design

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: *201*

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

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

A RESOLUTION AWARDING THE BID FOR THE RIVERBEND PARK CONSTRUCTION PROJECT PHASE I, TO KING GENERAL CONTRACTORS, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened April 5, 2022, for the Riverbend Park construction project, Phase I; and

WHEREAS, upon review of the bids, the board finds King General Contractors, Inc., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the Riverbend Park construction project Phase I, which includes a decomposed granite trail, emergency access road, and an ADA accessible fishing pier from King General Contractors at an estimated construction cost of \$952,601.98; and

WHEREAS, funding is identified in project numbers GP1512.

Now therefore,

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

SECTION I. That the bid for Riverbend Park construction project Phase I, which includes a decomposed granite trail, emergency access road, and an ADA accessible fishing pier from King General Contractors at an estimated construction cost of \$952,601.98, is awarded to King General Contractors, and the mayor is authorized to execute an agreement for same, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION 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 public.

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

ADOPTED this the 3rd day of May, 2022.

---

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER  
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

## MINUTES BID OPENING

April 5, 2022

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Jennifer Salyer, Barge Design Solutions

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

The Procurement Manager opened with the following bids:

RIVERBEND PARK - PHASE 1					
Vendor:	Base Bid:	Fuel Allowance:	Bituminus Allowance:	Add Alt. #1 Asphalt Trail:	Add Alt. #2 Selective Tree Removal Allowance:
King General Contractors	\$892,601.98	\$5,000.00	\$5,000.00	\$106,987.50	\$50,000.00
Inland Construction Inc.	\$935,000.00	\$5,000.00	\$5,000.00	\$32,000.00	\$50,000.00

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





April 13, 2022

Ms. Kitty Frazier  
Parks & Recreation Manager  
City of Kingsport  
1550 Fort Henry Drive  
Kingsport, Tennessee 37664

RE: Recommendation of Award  
Riverbend Park – Phase 1

Dear Ms. Frazier:

The aforementioned project was publicly advertised in the Kingsport Times-News on March 6, 2022. Bids were received on Tuesday, April 5, 2022, at City Hall Conference Room 436, Kingsport, TN, and publicly read at 4:00 p.m. local time. There were two contractors that provided a bid. The apparent low bidder is King General Contractors, Inc. with a base bid of \$892,601.98. The bid included two preset allowances for fuel and bituminous materials at \$5,000.00 each, and two add alternates: Add Alternate #1 - \$106,987.50; Add Alternate #2 - \$50,000.00. The King General Contractors, Inc. bid was reviewed for responsiveness by Barge Design Solutions. Based on the availability of funding, the recommended award includes the Base Bid, Fuel & Bituminous Allowances and Add Alternate #2 for vegetation removal. After review of the bids, Barge recommends King General Contractors, Inc. as the successful, responsive and responsible low bidder for the project with a total contract amount of \$952,601.98.

Thank you for the opportunity to have been of service on this project. If we may be of further assistance, please do not hesitate to call me at 423-247-5525.

Sincerely,

**Barge Design Solutions, Inc.**

Jennifer A. Salyer, PLA  
Project Manager

c: Mr. Michael Borders, Assistant City Manager, City of Kingsport  
Mr. Brent Morelock, Procurement Manager, City of Kingsport  
Mr. Nelson Elam, RLS, Barge Design Solutions

Enclosures:

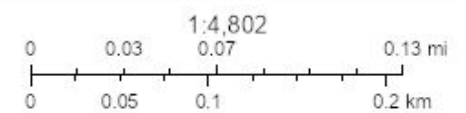
Barge project #36596-01

# Riverbend Park Location



4/28/2022, 3:25:23 PM

Streets		Hawkins County Parcels	
Minor Arterial	Private Street	Lake_Pond	Railroad_ROW
Interstate	Collector Street	Parcel_Conflict	River
Expressway	Local Street	Urban Growth Boundary	Street_ROW
Major Arterial		Parcels	









## AGENDA ACTION FORM

### A Resolution to Authorize the Reimbursement of Materials Agreement Funds to Orth Construction, Related to the Hunts Crossing Phase 1 Development

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

Action Form No.: AF-113-2022  
 Work Session: May 2, 2022  
 First Reading: N/A

Final Adoption: May 3, 2022  
 Staff Work By: David Harris  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the resolution.

#### 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 pursuant to which the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, the BMA entered into Materials Agreements with Orth Construction related to Hunts Crossing Phase 1 in the amount of \$39,751.16. Upon construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$35,885.38.

To date, including this development, the program has supported 1466 new/proposed lots within the City of Kingsport.

#### Attachments:

1. Resolution
2. Closeout Worksheet
3. Location Maps
4. As-Built Drawing

Funding source appropriate and funds are available: *mm*

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

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



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

A RESOLUTION AUTHORIZING REIMBURSEMENT OF  
MATERIALS AGREEMENT FUNDS TO ORTH CONSTRUCTION  
FOR THE HUNTS CROSSING PHASE 1 DEVELOPMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Orth Construction entered into a Materials Agreement in the total amount of \$39,751.16, with the city for the provision of certain water and sewer materials by the city for Hunts Crossing Phase 1; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$35,885.38, for Hunts Crossing Phase 1; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Orth Construction, in the amount of \$35,885.38 for Hunts Crossing Phase 1, is approved.

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

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

ADOPTED this the 3rd day of May 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Materials Agreement

Project: Hunts Crossing Phase 1  
 Date: April 22, 2022  
 Developer: Orth Construction

File No.: 2021-D7  
 AF 113-2022

### Water Line

Item #	Item Description	Units	U/M	Price	Total
41810	6" x 18' D.I. Pipe	48.00	Joints	\$382.50	\$18,360.00
42120	4' Bury Hydrant	2.00	each	\$1,610.00	\$3,220.00
42325	6" MJ Gate Valve	7.00	each	\$479.70	\$3,357.90
43032	6x6x6 Anchor Tee	2.00	each	\$179.74	\$359.48
42845	6" x 18" MJ Anchor Coupling	2.00	each	\$153.79	\$307.58
41951	6" MJ D.I. Plug with 2" Tap	1.00	each	\$84.09	\$84.09
Project #	WA2250				
Expense To:					
Project Total	451-0000-605-9003				\$25,689.05
Sales Tax	451-0000-207-0201			9.50%	\$2,440.46
	Total Cost Including Tax				\$28,129.51
Amount Paid and Receipted To:					
Contractor Paid	451-0000-208-1250				\$19,921.48
Sales Tax:	451-0000-207-0201			9.50%	\$1,892.54
	Total Cost Including Tax				\$21,814.02
	Sales Tax Adjustment				\$547.92
Water	Refund Due Developer				\$19,373.56



## Materials Agreement

Project: Hunts Crossing Phase 1  
 Date: April 22, 2022  
 Developer: Orth Construction

File No.: 2021-D7  
 AF 113-2022

### Sanitary Sewer

Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	70.00	Joints	\$113.40	\$7,938.00
45057	8" x 6" Tee Wye gsktd Sewer	18.00	each	\$39.18	\$705.24
45112	Manhole Frame & Covers V-1312-44	5.00	each	\$253.76	\$1,268.80
45111	Manhole Frame & Cover - Water Tight	1.00	each	\$348.39	\$348.39
45226	Manhole Base (24") w/ Invert	6.00	each	\$550.00	\$3,300.00
45229	Manhole Ring Riser 2"	1.00	each	\$31.00	\$31.00
45230	Manhole Ring Riser 4"	1.00	each	\$41.00	\$41.00
45231	Manhole Ring Riser 6"	1.00	each	\$57.00	\$57.00
45223	Manhole Concrete 16" Riser	1.00	each	\$135.00	\$135.00
45219	Manhole Concrete 16" Concrete Cone	4.00	each	\$170.00	\$680.00
45221	Manhole Concrete 24" Concrete Cone	1.00	each	\$197.00	\$197.00
45218	Manhole Concrete 32" Concrete Cone	1.00	each	\$246.00	\$246.00
45203	Extra Boot Charge	1.00	each	\$56.00	\$56.00
Project #	<b>SW2250</b>				
	Expense To:				
Project Total	<b>452-0000-606-9003</b>				\$15,003.43
Sales Tax	<b>452-0000-207-0201</b>			9.50%	\$1,425.33
	Total Cost Including Tax				\$16,428.76
	Amount Paid and Receipted To:				
Contractor Paid	<b>452-0000-208-1250</b>				\$16,380.95
Sales Tax:	<b>452-0000-207-0201</b>			9.50%	\$1,556.19
	Total Cost Including Tax				\$17,937.14
	<b>Sales Tax Adjustment</b>				-\$130.86
<b>Sewer</b>	<b>Refund Due Developer</b>				\$16,511.81
				<b>Total Refund</b>	<b>\$35,885.38</b>

All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse: Donna Simpson

Date: 4/21/2022

City of Kingsport Inspector: Stephen Roth

Date: 04/21/22

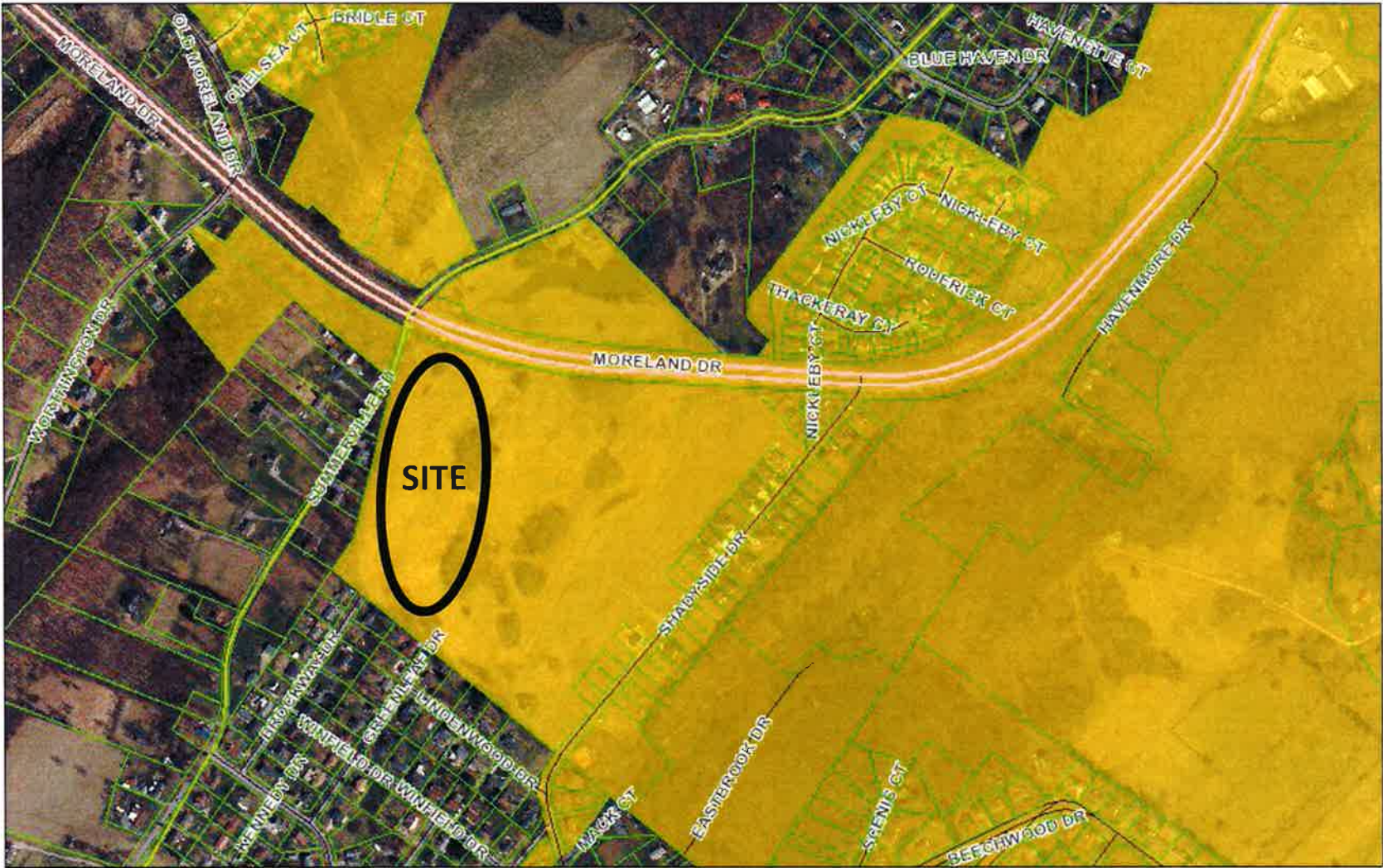
Developer: JH

Date: 4/22/22



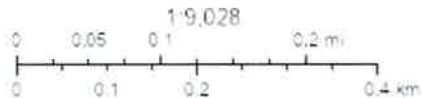


## Hunts Crossing Phase 1



4/26/2022, 2:10:45 PM

Hawkins County Parcels   Railroad\_ROW   Sullivan County Parcels   Railroad\_ROW   Washington County Parcels  
 Lake\_Pond   River   Lake\_Pond   River   Lake\_Pond  
 Parcel\_Conflict   Street\_ROW   Parcel\_Conflict   Street\_ROW   Parcel\_Conflict  
 Parcels   Parcels   Parcels



2003-02-28 00:00:00

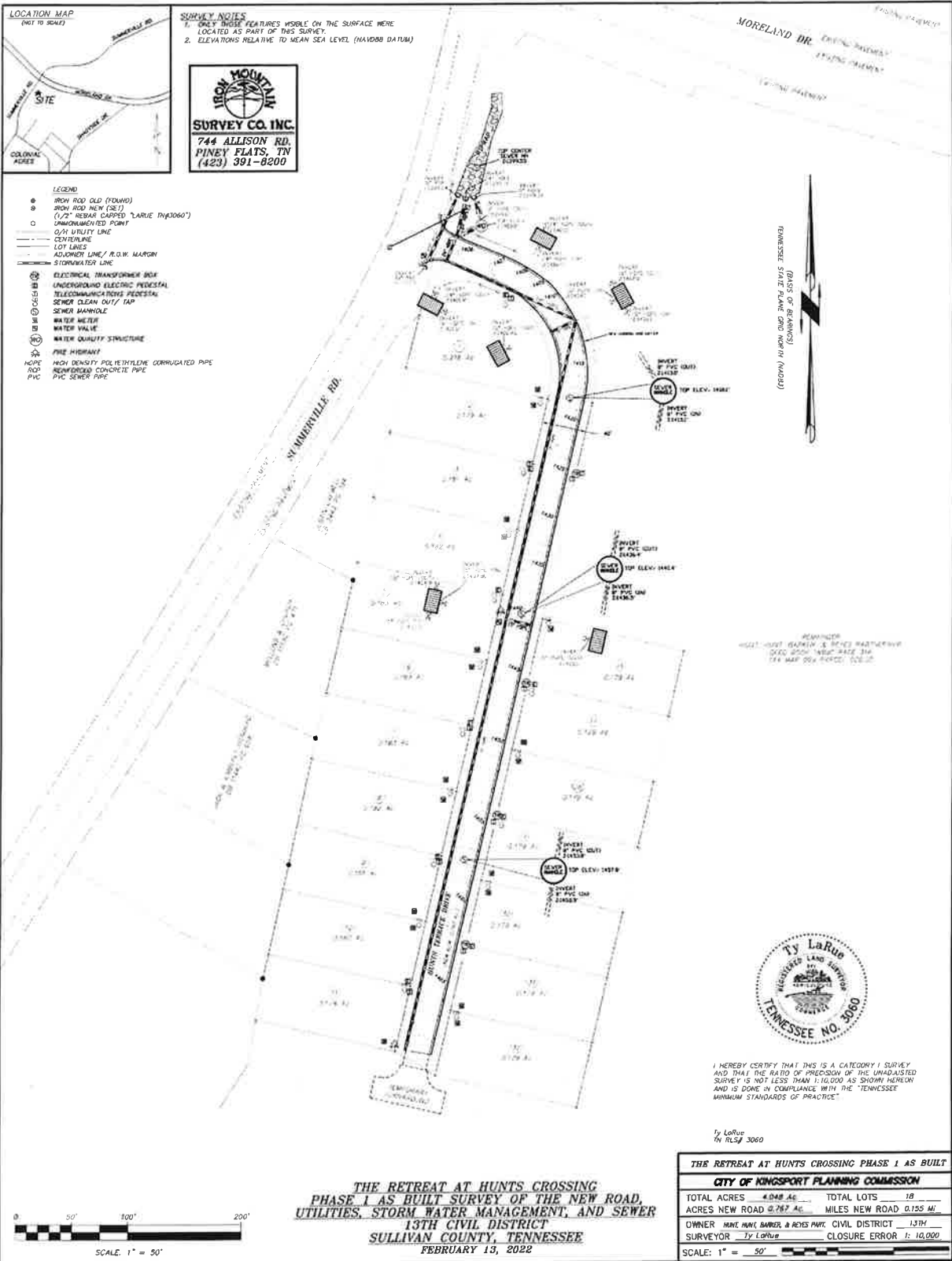




**SURVEY NOTES**  
1. ONLY THOSE FEATURES VISIBLE ON THE SURFACE WERE LOCATED AS PART OF THIS SURVEY.  
2. ELEVATIONS RELATIVE TO MEAN SEA LEVEL (NAVD83 DATUM)



- LEGEND**
- IRON ROD OLD (FOUND)
  - IRON ROD NEW (SET)
  - (1/2" REBAR CAPED "LARUE TN3060")
  - UNADJUSTED POINT
  - 0.5% UTILITY LINE
  - CENTERLINE
  - LOT LINES
  - ADJACENT LINE / R.O.W. MARGIN
  - STORMWATER LINE
  - ⊕ ELECTRICAL TRANSFORMER BOX
  - ⊕ UNDERGROUND ELECTRIC PEDESTAL
  - ⊕ TELECOMMUNICATIONS PEDESTAL
  - ⊕ SENIOR CLEAN OUT / TAP
  - ⊕ SENIOR MANHOLE
  - ⊕ WATER METER
  - ⊕ WATER VALVE
  - ⊕ WATER QUALITY STRUCTURE
  - ⊕ FIRE HYDRANT
  - HOPE HIGH DENSITY POLYETHYLENE CORRUGATED PIPE
  - ROD REINFORCED CONCRETE PIPE
  - PVC PVC SEWER PIPE



I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000 AS SHOWN HEREON AND IS DONE IN COMPLIANCE WITH THE "TENNESSEE MINIMUM STANDARDS OF PRACTICE".

Ty LaRue  
TN RLS# 3060

**THE RETREAT AT HUNTS CROSSING  
PHASE 1 AS BUILT SURVEY OF THE NEW ROAD,  
UTILITIES, STORM WATER MANAGEMENT, AND SEWER  
13TH CIVIL DISTRICT  
SULLIVAN COUNTY, TENNESSEE  
FEBRUARY 13, 2022**

THE RETREAT AT HUNTS CROSSING PHASE 1 AS BUILT			
CITY OF KINGSFORD PLANNING COMMISSION			
TOTAL ACRES	4.048 AC	TOTAL LOTS	18
ACRES NEW ROAD	0.787 AC	MILES NEW ROAD	0.155 MI
OWNER	MARTIN, BARBER, & RYAN PART	CIVIL DISTRICT	13TH
SURVEYOR	Ty LaRue	CLOSURE ERROR	1:10,000
SCALE: 1" = 50'			



## AGENDA ACTION FORM

### A Resolution Authorizing a Blanket Order for the Purchase of Copy Paper for FY23 from American Paper & Twine Pursuant to Tennessee State Contract

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

Action Form No.: AF-114-2022  
 Work Session: May 2, 2022  
 First Reading: N/A

Final Adoption: May 3, 2022  
 Staff Work By: Committee  
 Presentation By: C. McCartt

#### Recommendation:

Approve the resolution.

#### Executive Summary:

It is recommended to purchase copy paper from American Paper & Twine utilizing the Tennessee State Contract # 56924 for use in City and Schools locations. The current pricing is as follows: \$37.70 per case for 8.5" x11", \$52.00 per case for 8.5"x14" & \$41.20 per case for 11"x17". The estimated annual cost for copier paper is \$90,000.00.

Funding is identified in various City and Schools accounts.

#### Attachments:

1. Resolution
2. Memo from Vendor with Pricing
3. Tennessee State Contract

Funding source appropriate and funds are available: *pm*

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

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET ORDER FOR THE PURCHASE OF COPY PAPER TO AMERICAN PAPER AND TWINE UTILIZING TENNESSEE STATE CONTRACT NO. 56924 FOR USE BY VARIOUS CITY AND SCHOOL DEPARTMENTS

WHEREAS, staff recommends the purchase of copy paper utilizing Tennessee State Contract #56924, for use by various city and school departments; and

WHEREAS, Tennessee Code Annotated section 12-3-1201 permits city to purchase goods under the same terms and conditions as the Central Procurement Office of the State of Tennessee; and

WHEREAS, in order to purchase the paper, a blanket order needs to be issued to American Paper and Twine in the annual estimated cost of \$90,000.00; and

WHEREAS, funding for this is identified in various city and schools accounts.

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 blanket order for the purchase of copy paper to American Paper and Twine utilizing Tennessee State Contract #56924, for use by various city and school departments in the annual estimated amount of \$90,000.00.

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 3rd day of May, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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



4/1/22

Re: AP&T State of Tennessee Copy Paper Pricing for City of Kingsport (Spring 2022)

---

Ms. Eichmann,

As requested, here are the new State of TN copy paper prices for the paper contract you wish to renew with American Paper & Twine. Please note that due to cost volatility on every single commodity product, no company can guarantee pricing for a duration of 12 months. So, the below pricing is good for 6 months from today and then we can jointly re-assess at that time.

<u>Item Description</u>	<u>Price</u>
8.5" x 11" white copy paper	\$37.70/case
8.5" x 14" white copy paper	\$52.00/case
11" x 17" white copy paper	\$41.20/case

Any questions, feel free to call or email me.

Regards,

Brian Leitch  
Regional Manager  
American Paper & Twine  
2710 Redfern Lane  
Knoxville, TN 37931  
(865) 330-8812





**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE**

**Statewide Contract Issued to:**

American Paper & Twine Co  
7400 Cockrill Bend Blvd  
Nashville, TN 37209

Vendor ID: 0000000895

**Contract Number: 0000000000000000000056924**

Title: SWC317 Copy Paper

Start Date : January 01, 2018 End Date: December 31, 2022

Is this contract available to local government agencies in addition to State agencies?: Yes

**Authorized Users.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Michael F. Perry /

Digitally signed by Michael F. Perry / awb

James

Digitally signed by James Vallone

awb  
APPROVED:

Date: 2022.03.16 05:28:07 -05'00'

by Vallone

Date: 2022.03.15 14:26:08 -05'00'

CHIEF PROCUREMENT OFFICER

PURCHASING AGENT

DATE



## AGENDA ACTION FORM

### A Resolution Awarding the Bid for Unleaded Gasoline and a Resolution Awarding the bid for Ultra-Low Sulfur Diesel

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

Action Form No.: AF-115-2022  
Work Session: May 2, 2022  
First Reading: N/A

Final Adoption: May 3, 2022  
Staff Work By: Committee  
Presentation By: R. McReynolds/S. Leonard

#### Recommendation:

Approve the resolution for gasoline.  
Approve the resolution for diesel.

#### Executive Summary:

Bids were opened on April 14, 2022 for the purchase of unleaded gasoline and ultra-low sulfur diesel for use by the City. The advertisement for the Invitation to Bid was published in the Kingsport Times News on March 27, 2022 and placed on our website for 18 calendar days. It is recommended to approve the award to the apparent low bidder Petroleum Traders Corporation as follows:

Unleaded Gasoline – markup margin of .0265 above the daily average rack price per OPIS rack price the day of delivery;

Ultra-Low Sulfur Diesel – markup margin of .0522 above the daily average rack price per OPIS rack price the day of delivery.

The time frame for this award is July 1, 2022 through June 30, 2023.

Please see the attached documents for more information.

Funding is identified in various City and Schools accounts.

#### Attachments:

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

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

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

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

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

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

A RESOLUTION AWARDING THE BID FOR PURCHASE OF  
UNLEADED GASOLINE FOR USE IN CITY EQUIPMENT AND  
VEHICLES TO PETROLEUM TRADERS CORPORATION AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE  
ORDERS FOR THE SAME

WHEREAS, bids were opened April 14, 2022, for the purchase of unleaded gasoline and ultra-low sulfur diesel for use in city equipment and vehicles; and

WHEREAS, upon review of the bids, the board finds Petroleum Traders Corporation is the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase unleaded gasoline from Petroleum Traders Corporation at cost plus \$.0265 per gallon mark-up margin above the daily average rack price per OPIS rack price the day of delivery; and

WHEREAS, the time frame for this award is July 1, 2022 through June 30, 2023; and

WHEREAS, funding is identified in various city and school accounts; and

Now therefore,

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

SECTION I. That the bid for purchase of unleaded gasoline for use in city equipment and vehicles, at cost plus \$.0265 per gallon mark-up margin above the daily average rack price per OPIS rack price the day of delivery, is awarded to Petroleum Traders Corporation, and the city manager is authorized to execute purchase orders for same.

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

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

ADOPTED this the 3rd day of May, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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



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

A RESOLUTION AWARDING THE BID FOR PURCHASE OF  
ULTRA - LOW SULFUR DIESEL FOR USE IN CITY EQUIPMENT  
AND VEHICLES TO PETROLEUM TRADERS CORPORATION  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 14, 2022, for the purchase of ultra-low sulfur diesel for use in city equipment and vehicles; and

WHEREAS, upon review of the bids, the board finds Petroleum Traders Corporation is the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase ultra-low sulfur diesel from Petroleum Traders Corporation at cost plus \$.0522 per gallon mark-up margin above the daily average rack price per OPIS rack price the day of delivery; and

WHEREAS, the time frame for this award is July 1, 2022 through June 30, 2023; and

WHEREAS, funding is identified in various city and school accounts; and

Now therefore,

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

SECTION I. That the bid for purchase of ultra-low sulfur diesel for use in city equipment and vehicles, at cost plus \$.0522 per gallon mark-up margin above the daily average rack price per OPIS rack price the day of delivery, is awarded to Petroleum Traders Corporation, and the city manager is authorized to execute purchase orders for same.

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

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

ADOPTED this the 3rd day of May, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
April 14, 2022  
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, 4<sup>th</sup> Floor, City Hall.

The Procurement Manager opened with the following bids:

UNLEADED GASOLINE	
Vendor:	Markup Margin:
Tri Star Energy, LLC	.0624
Gladieux Trading & Marketing Co.	.1206
Colonial Oil Industry	.0464
Mansfield Oil Co.	.0731
Petroleum Traders Corp.	.0265
Rogers Petroleum	.14

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

MINUTES  
BID OPENING  
April 14, 2022  
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, 4<sup>th</sup> Floor, City Hall.

The Procurement Manager opened with the following bids:

ULTRA LOW SULFUR DIESEL	
Vendor:	Markup Margin:
Tri Star Energy, LLC	.0645
Gladieux Trading & Marketing Co.	.1019
Colonial Oil Industry	.0796
Mansfield Oil Co.	.0734
Petroleum Traders Corp.	.0522
Rogers Petroleum	.15

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



**FLEET MAINTENANCE DEPARTMENT**  
**City of Kingsport, Tennessee**

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**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** April 18, 2022  
**Re:** Diesel and Unleaded Gasoline Purchase Recommendation

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This will confirm my review and recommendation to award the purchase contract for ultra-low sulfur diesel and unleaded gasoline for supply and delivery to the following company Petroleum Traders Corporation. Petroleum Traders provided a bid of .0522 for ultra-low sulfur diesel and .0265 for unleaded gasoline.

Petroleum Traders Corp. Delivery times have met our expectations in the past and are expected to in the future.

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

Thank you.





Revised 5/2/22

## AGENDA ACTION FORM

**A Resolution to Award the Request for Proposals for an Employee Benefits Consultant to Respondent Mark III Brokerage, Inc. and Authorizing the Mayor to Execute an Agreement with Mark III Brokerage, Inc.**

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

Action Form No.: AF-119-2022  
 Work Session: May 2, 2022  
 First Reading: N/A

Final Adoption: May 3, 2022  
 Staff Work By: Michael Wessely  
 Presentation By: T. Copas

**Recommendation:**

Approve the resolution.

**Executive Summary:**

On March 16, 2022, Human Resources posted a request for proposals for a "Benefits Consultant". A total of 6 proposals were received and reviewed (Alliant Insurance Services, Gallagher Benefits Services, Inc., Willis Towers Watson, Arista Consulting Group, Mark III Brokerage, and Health Care Choice, LLC). After careful review of each proposal, Human Resources recommends awarding the contract to Mark III Brokerage. Mark III's proposal of \$35,000.00 annually does not increase the City's current cost for these services, includes a three (3) year rate guarantee with two (2) additional one-year renewal options, and provides a COBRA administrator at no additional charge to the city.

The cost of the annual services is available from account 625-1604-413.20-20 in the annual budget.

**Attachments:**

1. Resolution

Funding source appropriate and funds are available: *Jmy*

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

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

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

A RESOLUTION AWARDED THE REQUEST FOR PROPOSALS TO MARK III BROKERAGE, INC., FOR EMPLOYEE BENEFITS CONSULTANT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL OTHER DOUCMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

WHEREAS, proposals were opened March 16, 2022, for an employee benefits consultant;  
and

WHEREAS, upon review of the proposals, the board finds Mark III Brokerage, is the lowest responsible compliant respondent 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 award the request for proposals to Mark III Brokerage, at an annual cost of \$35,000.00, for a term of three (3) years with a rate guarantee, with two (2) additional one-year renewal options, and provides a COBRA vendor at no additional charge to the city; and

WHEREAS, the cost of the annual services is available from account 625-1604-413.20-20 in the annual budget.

Now therefore,

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

SECTION I. That the request for proposals for a benefits consultant is awarded to Mark III Brokerage, at an annual cost of \$35,000.00, for a term of three (3) years with a rate guarantee, with two (2) additional one-year renewal options, and provides a COBRA administrator at no additional charge to the city.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Mark III Brokerage, Inc., for benefit consultant services and to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 3rd day of May, 2022.

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PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### A Resolution to Reject Bid for the Renovation of the Former Sullivan North High School to Sevier Middle School

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

Action Form No.: AF-105-2022  
Work Session: May 2, 2022  
First Reading: N/A

Final Adoption: May 3, 2022  
Staff Work By: Committee  
Presentation By: D. Frye

#### Recommendation:

Approve the resolution.

#### Executive Summary:

City of Kingsport for its Kingsport City Schools issued an Invitation to Bid on March 6, 2022, for the Renovation of the Former Sullivan North High School to Sevier Middle School. On April 7, 2022, the Procurement Manager received a bid from one General Contractor, Quesenberry's Construction.

The base bid was \$22,660,000.00. There were fifteen alternates that total \$2,049,000.00. It has been determined that eight of the alternates would need to be accepted. These eight alternates have a total cost of \$944,000.00, which brings the total contract to award to \$23,604,000.00. We have been working with the architect to identify value engineering reductions. At this time we believe we could recommend a contract amount in the range of \$21,500,000.00 to \$22,000,000.00. With the associated architect fees and contingency the total would be approximately \$24,000,000.00. The budget that has been established is \$24,200,000.00. There are additional expenses of approximately \$1,500,000.00 that need to be funded.

At this time, due to the lack of adequate funding to complete the project, it is recommended that the bid received for the Renovation of Sullivan North High School Conversion to Sevier Middle School be rejected.

#### 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  
RENOVATION OF SULLIVAN NORTH HIGH SCHOOL TO  
SEVIER MIDDLE SCHOOL PROJECT

WHEREAS, bids were opened April 7, 2022, for the renovation of Sullivan North High School to Sevier Middle School project for Kingsport City Schools; and

WHEREAS, one bid was received from Quesenberry's Construction; and

WHEREAS, the base bid was \$22,660,000 and with eight selected alternates, the contract amount would be \$23,604,000; and

WHEREAS, an additional \$1,500,000 in expenses also require funding; and

WHEREAS, due to the lack of adequate funding to complete the project, the administration desires to reject the bid received for the renovation of Sullivan North High School to Sevier Middle School.

Now therefore,

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

SECTION I. That the bid opened on April 7, 2022, for the Renovation of Sullivan North High School to Sevier Middle School project for Kingsport City Schools is rejected.

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

ADOPTED this the 3rd day of May, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# MINUTES BID OPENING

April 5, 2022

4:00 P.M.

Present: Brent Mordlock, Procurement Manager; Sandra Sloan, Assistant Procurement Manager Schools; Dingen West, CRW; Rhonda Stringham, Assistant Superintendent C&I; David Sewell, Maintenance Director; Andy True, Assistant Superintendent Administration; Jeff Moorhouse, Superintendent; Ryan McReynolds, Deputy City Manager; David Frye, Chief Finance Officer; Kelly Seymour, Principal Sevier MS; Nick Roebke, Assistant Principal Sevier MS

The Bid Opening was held in the BMA Conference Room 307, 3th Floor, City Hall

The Procurement Manager opened with the following bids:

RENOVATION OF THE FORMER SULLIVAN NORTH HIGH SCHOOL TO SEVIER MIDDLE SCHOOL																					
Vendor	Base Bid	Calendar Days	Alt 1	Alt 1A	Alt 1B	Alt 1C	Alt 1D	Alt 2	Alt 3	Alt 4	Alt 5	Alt 6	Alt 7	Alt 8	Alt 9	Alt 10	Alt 11	Unit Cost (1)	Unit Cost (2)	Unit Cost (3)	Unit Cost (4)
Queensberry's Construction	\$22,660,000.00	650 from NTP	\$200,212.00	\$138,000.00	\$163,000.00	\$230,000.00	\$57,000.00	\$79,000.00	\$138,000.00	\$117,000.00	\$64,000.00	\$59,000.00	\$14,000.00	\$177,000.00	\$87,000.00	\$359,000.00	\$155,000.00	\$12.50 SF	\$11.00 SF	\$35.00 LF	\$15,000.00



## AGENDA ACTION FORM

### A Resolution Approving a Sublease Agreement for Renaissance Center Space

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

Action Form No.: AF-112-2022  
 Work Session: May 2, 2022  
 First Reading: N/A

Final Adoption: May 3, 2022  
 Staff Work By: Hannah Powell  
 Presentation By: M. Borders

#### Recommendation:

Approve the resolution.

#### Executive Summary:

Serenity Improvement, current tenant at the Renaissance Center, would like to sublease their meeting space to an Al-Anon Family Group DBA: Voices with Choices. Staff recommends approval of this sublease.

Al-Anon Family Group desires to sublease the space occupied by Serenity Improvement for Thursday evening meetings. The sublease would run the length of the Serenity Improvement's lease. Serenity Improvement does not financially benefit from the sublease, as no rent will be collected from sublease.

#### Attachments:

1. Resolution
2. Insurance documents provided

Funding source appropriate and funds are available: *mm*

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

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

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

A RESOLUTION APPROVING A SUBLEASE AGREEMENT  
BETWEEN SERENITY IMPROVEMENT AND AL-ANON FAMILY  
GROUP D/B/A VOICES WITH CHOICES FOR USE OF SPACE AT  
THE RENAISSANCE CENTER AND AUTHORIZING THE MAYOR  
TO EXECUTE THE AGREEMENT AND ALL OTHER  
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE  
THE PURPOSE OF THE AGREEMENT

WHEREAS, Serenity Improvement is a current tenant at the Renaissance Center, and would like to sublease their meeting space to an Al-Anon Family Group DBA: Voices with Choices, to would use their space for Thursday evening meetings; and

WHEREAS, the sublease would run the length of the tenant's lease, and the tenant does not financially benefit from the sublease, as no rent will be collected from sublease.

Now therefore,

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

SECTION I. That a sublease agreement between Serenity Improvement and Al-Anon Family Group DBA: Voices with Choices for use of space at the Renaissance Center, 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 sublease agreement between Serenity Improvement and Al-Anon Family Group DBA: Voices with Choices for use of space at the Renaissance Center, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**SUBLEASE AGREEMENT**

This Sublease Agreement (this "Sublease") is entered into as of the \_\_\_\_\_ (the "Effective Date") by and between Serenity Improvement Group of AA ("Tenant") and Voices with Choices Al Anon Family Group ("Subtenant"). Each Tenant and Subtenant may be referred to individually as a "Party" and collectively as the "Parties."

1. **Premises.** The premises subject to the Sublease is renaissance center located at 1200 E Center St Room 314, Kingsport, TN 37660 (the "Premises").

2. **Lease.** Tenant entered into a Lease Agreement dated November 19, 2019 with City of Kingsport ("Landlord") for the rent and use of the Premises (the "Original Lease"). Tenant represents to Subtenant that the Original Lease is in full force and effect and that no default exists on the part of any party to the Original Lease. This Sublease is subordinate to and will be at all times subject to the Original Lease. The Original Lease is hereby incorporated by reference.

3. **Agreement to Sublease.** Tenant agrees to sublease to Subtenant and Subtenant hereby agrees to comply with all the terms the original lease and the terms of this sublease.

4. **TERM.** This Sublease will be for a term beginning on \_\_\_\_\_ and ending on June 30, 2023 (the "Term"). The Parties shall have the option to renew this for three (3) successive renewal terms of one year each. Each of such renewal terms shall be upon the same terms, covenants and conditions hereof, except that there shall be no further renewal right after the expiration of said third and last renewal term. Such options to renew shall be deemed to have been exercised by Subtenant by written notice served upon tenant prior to the termination of this Sublease on June 30, 2023 or the termination of any successive renewal term. This Sublease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated



herein. For the purpose of clarification, if the Subtenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on June 30<sup>th</sup>, 2026. This Sublease may be terminated at any time during the term of the Lease or any renewal thereof by either party.

**5. Landlord Approval.** In the event that the Original Lease requires the approval of Landlord prior to any subletting of the Premises by Tenant, then the validity of this Sublease is subject to securing the approval of Landlord. Tenant shall supply Subtenant a copy of Landlord's written approval at least 30 days prior to the start date of the Term. Should Tenant fail to secure approval of this Sublease by Landlord prior to such date, this Sublease shall be null and void. Landlord may require information from Subtenant such as a bank statement or may seek to do a background and credit check on Subtenant and, in such case, Subtenant agrees to reasonably cooperate in all such matters.

**6. Rent.** Subtenant is not required to pay any compensation due to the tenant being fully self-supporting.

**7. Late Fees.** Not applicable.

**8. Tenants Failure to Give Possession.** In the event Tenant is unable to deliver possession of the Premises to Subtenant on the start date of the Term, Tenant will not be subject to any liability for such failure, the validity of this Sublease will not be affected, and the Term will not be extended. Subtenant may cancel this Sublease by notice in writing to Tenant.

**9. Holdover Tenancy.** Unless this Sublease has been extended by mutual written agreement of the parties, there will be no holding over past the Term under the terms of this Sublease under any circumstances. If it becomes necessary to commence legal action to remove Subtenant from the Premises, the prevailing Party will be entitled to attorney's fees and costs in addition to damages.

**10. Use of Premises.** The Premises will be occupied only by Subtenant and used only for meeting purposes, Thursdays 6:30-8:30 PM in Room 314. Subtenant agrees not to use the Premises for any unlawful or hazardous purpose.

**11. Condition of Premises.** Subtenant has examined the Premises, including all appliances and fixtures, and acknowledges that they are in good condition and repair, normal wear and tear excepted, and accepts them in its current condition. At the end of the Term, Subtenant agrees to surrender and deliver to Tenant possession of the Premises, including all appliances and fixtures, in as good a condition as they were at the commencement of the Term, reasonable wear and tear excepted. Subtenant will be liable to Tenant for any damage occurring to the Premises and any damage to or loss of the contents thereof which are done by Subtenant or Subtenant's guests or invitees.

**12. Maintenance and Repairs.** Subtenant will maintain the Premises, including the grounds (if the Premises is a house) and all appliances and fixtures, in clean, sanitary and good condition and repair.

Subtenant shall not paint, otherwise redecorate, add or change locks, or make any other alterations to the Premises without the prior written consent of Tenant. Subtenant will not remove Tenant's or Landlord's appliances and fixtures, from the Premises for any purpose. If repairs other than general maintenance are required, Subtenant will notify Tenant for such repairs. In the event this Sublease includes shared common areas, appliances, fixtures and furnishings, Subtenant shall be entitled to the reasonable use thereof and shall be responsible for repairing or replacing the foregoing in the event they are damaged or missing due to any act or omission of Subtenant.

**13. Smoking.** Smoking of any kind is strictly prohibited on/in any part of the Premises. This prohibition applies to Subtenant and any visitor, guest or other occupant on the Premises.

**14. Pets.** Tenant is not allowed to have or keep any pets, even temporarily, on any part of the Premises. The unauthorized presence of any pet will subject Subtenant to penalties, damages, deductions and termination of this Sublease. Properly trained service animals that provide assistance to individuals with disabilities will be permitted on the Premises with the prior written consent of Tenant. Subtenant will be responsible for the costs of de-fleaing, deodorizing and/or shampooing all or any portion of the Premises if a pet has been on the Premises at any time during the Term (whether with or without written consent of Tenant).

**15. Obligations of the Parties.** Subtenant agrees to assume and agrees to perform and comply with all of the obligations and responsibilities of Tenant under the Original Lease for the Term, except as otherwise set forth in this Sublease. Subtenant agrees to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority. Tenant agrees to maintain the Original Lease for the length of the Term, subject, however, to any earlier termination of the Original Lease without the fault of Tenant. Tenant will remain obligated to pay Rent and perform and comply with all of the obligations of Tenant under the Original Lease or by law, including, if applicable, payment of resident income tax.

**16. Liability.** Tenant is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, including but not limited to Subtenant and invitees of Subtenant, unless resulting from the gross negligence or willful misconduct of Tenant. Subtenant shall, at Subtenant's expense, obtain and keep in force during the term of this Sublease a policy of comprehensive public liability insurance insuring Landlord, Tenant and Subtenant, against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for injury or death of one person in any one accident or occurrence and in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for injury or death of more than one person in any one accident or occurrence. The limit of any such insurance shall not, however, limit the liability of the Subtenant hereunder. Insurance required hereunder shall be in companies reasonably acceptable by the Landlord.

**17. Right of Entry.** Tenant or Landlord or their respective agents may enter the Premises at reasonable times to inspect the Premises, to make any alterations, improvements or repairs or to show the Premises to a prospective tenant, buyer or lender. In the event of an emergency, Tenant or Landlord may enter the Premises at any time.

**18. Assignment or Subletting.** Subtenant will not assign this Sublease or sublet or grant any right to use the Premises or any portion thereof. Any attempted assignment or delegation in contravention of this provision will be void and ineffective.

**19. Notices.** All notices given under this Sublease must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to the Tenant or Subtenant as follows (or to another address as that Party may designate upon reasonable notice to the other Party):

To Tenant:

Serenity Improvement Group of AA  
1200 E Center St Kingsport, TN 37660

To Subtenant:

Voices with Choices Al-Anon Family Group - Kingsport  
1200 E Center St Room 314 Kingsport, TN 37660

**20. No Waiver.** Neither Tenant nor Subtenant shall be deemed to have waived any provision of this Sublease or the exercise of any rights held under this Sublease unless such waiver is made expressly in writing.

**21. Severability.** If any provision of this Sublease is held invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Sublease.

**22. Governing Law.** This Sublease and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of laws and provisions.

**23. Disputes.** Any dispute arising from this Sublease shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**24. Amendments.** This Sublease may be amended or modified only by a written agreement signed by both Parties.

**25. Counterparts.** This Sublease may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

**26. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Sublease.

**27. Entire Agreement.** This Sublease contains the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the subject matter.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Sublease as of the Effective Date.

[Acknowledgements Deleted for Inclusion in this Resolution]

#### LANDLORD CONSENT TO SUBLEASE AGREEMENT

Pursuant to the Lease Agreement dated November 19, 2019 by and between City of Kingsport and Serenity Improvement Group of AA ("Tenant") for the rent and use of the premises located at 1200 E Center St Room 314, Kingsport, TN 37660 (the "Premises"), I hereby consent to the sublease of

the Premises by Tenant to Alanon, pursuant to the terms and conditions set forth in the Sublease Agreement dated October 19, 2021.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 3rd day of May, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Price and Ramey, Inc. 1524 Bridgewater Lane  Kingsport TN 37660		<b>CONTACT NAME:</b> Katie Cobb <b>PHONE (A/C, No, Ext):</b> (423) 246-6181 <b>FAX (A/C, No):</b> (423) 246-6384 <b>E-MAIL ADDRESS:</b> kcobb@priceramey.com	
<b>INSURED</b> Al-Anon Family Group, DBA: Voices With Choices 1005 Allandale Circle  Kingsport TN 37660		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Auto Owners Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 18988	

**COVERAGES****CERTIFICATE NUMBER:** CL2242008034**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		03822639	04/20/2022	04/20/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Kingsport is named Additional Insured with respect to the General Liability policy shown.

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Kingsport  
225 W Center St

Kingsport

TN 37660

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## AGENDA ACTION FORM

### **A Resolution Approving an Agreement Allowing the Kingsport Fire Department as an In-House Repair Center for Self-Contained Breathing Apparatuses**

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

Action Form No.: AF-100-2022  
 Work Session: May 2, 2022  
 First Reading: N/A

Final Adoption: May 3, 2022  
 Staff Work By: Chief Scott Boyd  
 Presentation By: Chief Boyd

#### **Recommendation:**

Approve the resolution.

#### **Executive Summary:**

Staff recommends the board approve an agreement with Scott Technologies, Inc. which will allow the fire department to maintain, repair, and perform testing on Self-Contained Breathing Apparatuses (SCBA). The fire department's ability to maintain, repair, and performing testing on its SCBAs reduces costs to the city which would be incurred if these services were performed by an outside vendor. Only a *Scott In House Repair Center* may perform maintenance, repairs, and tests on Scott Technologies SCBAs.

This is an extension to the existing agreement the Kingsport Fire Department has with Scott Technologies, Inc. as per their request.

#### **Attachments:**

1. Resolution
2. Agreement with Scott Technologies, Inc.

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: *200*

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH SCOTT TECHNOLOGIES, INC., FOR THE KINGSPORT FIRE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city, through the Kingsport Fire Department, currently has an agreement, adopted pursuant to Resolution No. 2016-068, with Scott Technologies, Inc. (3M Scott Fire & Safety) to maintain, repair, and perform testing on self-contained breathing apparatuses (SCBA); and

WHEREAS, the fire department's ability to maintain, repair, and performing testing on its SCBAs reduces costs to the city which would be incurred if these services were performed by an outside vendor; and

WHEREAS, Scott Technologies, Inc., has requested the prior agreement which designates the city's fire department as an *In-House Repair Center* be updated.

Now therefore,

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

SECTION I. That an agreement with Scott Technologies, Inc., for the maintenance, repair, and perform testing on self-contained breathing apparatuses (SCBA) Scott Air Pack (3M Scott) Equipment, 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 with Scott Technologies, Inc., for the maintenance, repair, and perform testing on self-contained breathing apparatuses (SCBA) Scott Air Pack (3M Scott) Equipment, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

KINGSPORT FIRE DEPARTMENT  
1800 CRESCENT DR  
KINGSPORT, Tennessee 37664-2518  
United States

Re: 3M Scott In-House Repair Center Authorization Dear Scott Boyd:

The purpose of this letter is to document that Scott Technologies, Inc. (3M Scott Fire & Safety) (hereinafter "3M Scott") authorizes The City of Kingsport through its Kingsport Fire Department (hereinafter the "IRC") to perform service and maintenance work on 3M Scott- manufactured equipment that is owned by the IRC, subject to the requirements and other terms detailed in this letter.

Requirements for service and maintenance authorization:

- The IRC is authorized to service only 3M Scott equipment owned by the IRC and is not authorized to perform work on 3M Scott equipment owned by other entities or organizations.
- Work must be performed only by the IRC's employees, or by employees of a third party specifically contracted to perform this work specifically for the IRC, who have been trained by and

hold current certification from 3M Scott applicable to the 3M Scott products being serviced. To the extent permitted by Tennessee law the IRC will defend, indemnify and hold 3M Scott harmless from any claims relating to the negligence or wrongful misconduct of any third party engaged to perform the work. Nothing contained within this document shall be considered a waiver by IRC of any rights, protections, or privileges afforded by Tennessee law.

- The IRC must perform the work at the IRC's location at SCBA Shop 130 Island St., Kingsport, TN 37660
- The IRC must comply with all procedures and requirements set forth in the 3M Scott Fire & Safety In-House Repair Center Handbook ("Handbook"), as may be modified from time to time by written notice from 3M Scott.
- The IRC must comply with the terms and conditions of any software license applicable to software required by the Handbook to the extent the terms and conditions of the software are in conformance with, and do not conflict with, Tennessee law. Upon expiration of this Authorization, the IRC will immediately cease utilizing such software programs that are specific to 3M Scott products or were obtained from 3M Scott.
- At the request of 3M Scott and upon reasonable notice but not more than once annually, the IRC will allow a 3M Scott representative to inspect its service center location and service center records to confirm compliance with the Handbook.

The IRC is not entitled to reimbursement for labor on repairs that are covered under any warranty applicable to 3M Scott products. The IRC may at any time elect to have repairs that are covered under warranty performed by a third party authorized by 3M Scott to perform such repairs. The IRC is entitled to parts for warranty repairs without charge in accordance with the terms of the applicable warranty and pursuant to the Warranty Service Procedures detailed in the Handbook.

By performing work pursuant to this authorization, the IRC acknowledges and agrees that 3M Scott, 3M Company and any of their affiliates, and the employees, agents, officers or directors of all such entities, are not responsible for the work performed by the IRC pursuant to this authorization or for any claim, loss or damage of any nature arising in whole or in part from the IRC's negligence in performing such work or the IRC's failure to meet the requirements described above.

The authorization granted by this letter may be withdrawn upon thirty days' prior written notice to the IRC.

Very truly yours,  
Thomas Riley Director, Global Service and Repair

IRC Acknowledgment

The IRC acknowledges and agrees to the terms stated in this letter  
[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 3rd day of May, 2022.

---

PATRICK W. SHULL, MAYOR

ATTEST:

---

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

TENNESSEE DEPARTMENT OF REVENUE



TENNESSEE SALES OR USE TAX  
GOVERNMENT CERTIFICATE OF EXEMPTION

TO: Vendor's Name 3M/Scott Fire & Safety, ATTN: James E. Crump

Vendor's Address 4320 Goldmine Rd, Monroe, NC 28110

The undersigned hereby certifies that the purchases of tangible personal property or services being made on this certificate of exemption are being made by the State of Tennessee, or a county or municipality within the State of Tennessee, or the Federal Government, or an agency thereof and are for the use of the government or agency.

The undersigned further certifies that the said government or agency is making the purchase direct from the above named vendor, will obtain title or has title to the property immediately when it is delivered, and will use public funds to pay directly to the above named vendor for the tangible personal property or services obtained upon this certificate of exemption.

Name of government or agency City of Kingsport – Tax ID #62-6000323

Date: 04/12/22

Signed: Brent Morelock

Title: Procurement Manager



# CERTIFICATE OF INSURANCE

DATE: 3/22/2022

**PRODUCER**  
**DIRECT**  
562 FRANKLIN ROAD SUITE 200  
FRANKLIN TN 37069

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

**INSURED**  
**KINGSPORT, CITY OF**  
1324 MIDLAND DR  
KINGSPORT TN 37664

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** **PUBLIC ENTITY PARTNERS**  
COMPANY LETTER **B**  
COMPANY LETTER **C**

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO	TYPE OF INSURANCE	Add'l Insd	POLICY #	POLICY PERIOD	LIMITS
A	<b>GENERAL LIABILITY</b>		PLI-0213-22	7/1/2021 - 7/1/2022	<b>TORT</b> PER PERSON/BODILY INJURY/PERSONAL INJURY \$300,000 PER OCCUR/BODILY INJURY/PERSONAL INJURY \$700,000 PER OCCURENCE/PROPERTY DAMAGE \$100,000 <b>NON TORT</b> PER OCCURRENCE/EACH OTHER LOSS \$5,000,000
A	<b>ERRORS or OMISSIONS LIAB</b>		PLI-0213-22	7/1/2021 - 7/1/2022	PER OCCURRENCE \$5,000,000 <b>TORT</b> PER PERSON/BODILY INJURY PER OCCURRENCE/BODILY INJURY PER OCCURENCE/PROPERTY DAMAGE <b>NON TORT</b> PER OCCURRENCE/EACH OTHER LOSS
	<b>AUTOMOBILE LIABILITY</b>				<b>WC STATUTORY COVERAGE</b> EMPLOYERS LIAB-EACH ACCIDENT EMPLOYERS LIAB-DISEASE-POLICY LIMIT EMPLOYERS LIAB-DISEASE-EACH PERSON BUILDINGS/PERS PROPERTY EDP EQUIPMENT MOBILE EQUIPMENT EQUIPMENT BREAKDOWN AUTOMATIC COVERAGES
	<b>OWNED AUTOS</b>				
	<b>Hired Autos</b>				
	<b>Non-owned Autos</b>				
	<b>Physical Damage</b>				
	<b>WORKERS COMPENSATION EMPLOYERS LIABILITY</b>				
	<b>PROPERTY &amp; CRIME PROPERTY-PART I</b>				
	Causes of Loss				
	Special				
	Flood				
	Earthquake				
	<b>CRIME-PART II</b>				
	Blanket Crime				
					EMPLOYEE DISHONESTY
					FORGERY OR ALTERATION
					THEFT, DISAPPEARANCE OR DESTRUCTION
					COMPUTER FRAUD

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY, OPERATIONS, VEHICLES OR SPECIAL ITEMS

## CERTIFICATE HOLDER

**3M / Scott Fire Safety**  
4320 Goldmine Road  
Monroe, NC 28110

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

## AUTHORIZED REPRESENTATIVE

*Anthony L. [Signature]*



Public Entity Partners - 562 Franklin Rd, Franklin, TN 37069 - 615-371-0049

Ed. 7/1/2013

3M General Offices

3M Center  
St. Paul, MN 55144-1000  
651 733 1110



3M Scott Fire & Safety

4320 Goldmine Road  
Monroe, NC 28110  
704 291 8300

April 8, 2022

KINGSPORT FIRE DEPARTMENT  
1800 CRESCENT DR  
KINGSPORT, Tennessee 37664-2518  
United States

Re: 3M Scott In-House Repair Center Authorization

Dear Scott Boyd:

The purpose of this letter is to document that Scott Technologies, Inc. (3M Scott Fire & Safety) (hereinafter "3M Scott") authorizes The City of Kingsport through its Kingsport Fire Department (hereinafter the "IRC") to perform service and maintenance work on 3M Scott- manufactured equipment that is owned by the IRC, subject to the requirements and other terms detailed in this letter.

Requirements for service and maintenance authorization:

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- Work must be performed only by the IRC's employees, or by employees of a third party specifically contracted to perform this work specifically for the IRC, who have been trained by and hold current certification from 3M Scott applicable to the 3M Scott products being serviced. To the extent permitted by Tennessee law the IRC will defend, indemnify and hold 3M Scott harmless from any claims relating to the negligence or wrongful misconduct of any third party engaged to perform the work. Nothing contained within this document shall be considered a waiver by IRC of any rights, protections, or privileges afforded by Tennessee law.
- The IRC must perform the work at the IRC's location at SCBA Shop 130 Island St.  
Kingsport, TN 37660
- The IRC must comply with all procedures and requirements set forth in the 3M Scott Fire & Safety In-House Repair Center Handbook ("Handbook"), as may be modified from time to time by written notice from 3M Scott.
- The IRC must comply with the terms and conditions of any software license applicable to software required by the Handbook to the extent the terms and conditions of the software are in conformance with, and do not conflict with, Tennessee law. Upon expiration of this Authorization, the IRC will immediately cease utilizing such software programs that are specific to 3M Scott products or were obtained from 3M Scott.



- At the request of 3M Scott and upon reasonable notice but not more than once annually, the IRC will allow a 3M Scott representative to inspect its service center location and service center records to confirm compliance with the Handbook.

The IRC is not entitled to reimbursement for labor on repairs that are covered under any warranty applicable to 3M Scott products. The IRC may at any time elect to have repairs that are covered under warranty performed by a third party authorized by 3M Scott to perform such repairs. The IRC is entitled to parts for warranty repairs without charge in accordance with the terms of the applicable warranty and pursuant to the Warranty Service Procedures detailed in the Handbook.

By performing work pursuant to this authorization, the IRC acknowledges and agrees that 3M Scott, 3M Company and any of their affiliates, and the employees, agents, officers or directors of all such entities, are not responsible for the work performed by the IRC pursuant to this authorization or for any claim, loss or damage of any nature arising in whole or in part from the IRC's negligence in performing such work or the IRC's failure to meet the requirements described above.

The authorization granted by this letter may be withdrawn upon thirty days' prior written notice to the IRC.

Very truly yours,

Thomas Riley  
Director, Global Service and Repair

#### IRC Acknowledgment

The IRC acknowledges and agrees to the terms stated in this letter.



City of Kingsport, Tennessee

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

Print Name: Patrick W. Shull \_\_\_\_\_

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

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

Attest:

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

Print Name: Angela Marshall \_\_\_\_\_

Title: Deputy City Recorder \_\_\_\_\_

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

Approved as to form:

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

Print Name: J. Michael Billingsley \_\_\_\_\_

Title: City Attorney \_\_\_\_\_

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



***SCOTT***

Fire & Safety

*IN-HOUSE  
REPAIR CENTER*

**3M**  
***SCOTT***  
Fire & Safety

# Handbook

STC 10009



## FORWARD

The purpose of this manual is to provide the general guidelines for establishing and operating a 3M Scott Fire & Safety In-House Repair Center (IRC).

A *Scott In-House Repair Center* is typically an end-user of Scott products. An IRC is authorized to provide technical service and warranty administration, only for its own Scott products which are specifically indicated in its IRC agreement.

This manual outlines 3M Scott policies and requirements for tools, equipment, materials, and technician certifications. These general guidelines represent the minimum acceptable standards for a 3M Scott In-House Repair Center.

This manual should be periodically reviewed by IRC management and technicians to ensure compliance with 3M Scott policies and requirements. IRC facilities are subject to review by 3M Scott representatives with the IRC management team and Certified technicians to ensure compliance with the policies and requirements described in this manual.

All information, illustrations, and specifications contained in this 3M Scott In-House Repair Center Handbook are based upon the latest information at the time published. The right is reserved to make changes at any time without notice.

The contents of this 3M Scott In-House Repair Center Handbook may not be reproduced or disclosed to any third party in whole or in part without the express written authorization of 3M Scott.

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## IN-HOUSE REPAIR CENTER REQUIREMENTS

A *3M Scott In-House Repair Center (IRC)* must meet the minimum site requirements below.

### Minimum Site Requirements

- Provision of a neat, clean, safe working area free of excessive dust, dirt, grease, or oil
- Adequate working area to accommodate the technicians assigned to the facility and the service of the 3M Scott product lines covered under the IRC agreement
- Compressed air source with a minimum supply of 6,000 psig. grade D or better breathing air.

## EQUIPMENT AND TOOL REQUIREMENTS

### 3M SCOTT SCBA AND AIR SUPPLIED PRODUCTS

The equipment and tools listed below are required to properly inspect, service, and repair 3M Scott Products listed as a prerequisite to the *3M Scott In-House Repair Center*.

### Required Test and Support Equipment

- PosiChek3 USB dynamic breathing machine with medium pressure transducer, 5500 PSI capable, and within current calibration.
- 3M Scott-specific software programs, 3M Scott-manufactured interface hoses, and special tools to connect 3M Scott SCBA and Air Supplied Products to the PosiChek3 USB test apparatus.
- Air Supply – Compressor capable of 6000 psig\* with adequate air storage

\*Air Quality must meet or exceed the requirements of Compressed Gas Association (CGA) Type 1 Grade D or better (per CGA spec G-7.1 or equivalent) with a moisture content of no greater than 23 ppm (-65°F or lower dew point).

### Required Maintenance of Test and Support Equipment

PosiChek3 USB – The PosiChek3 USB must be calibrated annually following the manufacturer's recommendations.

Air Quality – All IRCs must certify, at least quarterly, the air quality of the breathing air used for refilling cylinders and testing of SCBA to ensure CGA spec G-7.1 Type 1 Grade D or better specifications, moisture content of no greater than 23 ppm (-65° F or lower dew point), or equivalent standard such as the National Fire Protection Association (NFPA) 1989 Standard for Breathing Air. Air quality must also be tested when the compressor owned by the IRC requires repair apart from the regularly scheduled, quarterly air quality tests. The service facility must maintain records and/or certifications to demonstrate air quality is maintained. These records must be maintained

for a minimum of three years from the date of each air quality test. All Fire Service IRCs must follow all procedures and maintain adequate documentation as specified in NFPA 1989, 2013 edition or current edition.

Other Support Equipment – Equipment owned and used by the Service Department that may not be listed here should be serviced, calibrated, inspected, or repaired following the frequency and procedures as recommended by the equipment manufacturer. This includes, but is not limited to, compressors, various types of hand tools, electronic equipment, or other equipment used by the IRC in conjunction with performing service of 3M Scott products. The Service Department must maintain adequate records detailing the frequency of such calibration or regular service as well as documentation showing that such service has been completed per the manufacturer's recommendations.

#### Required Tools

The IRC will maintain an inventory of the tools to conduct inspection, service, and repair of 3M Scott products as described in the appropriate maintenance and instruction manuals.

Quantities of tools to be kept on hand should be determined by the number of certified service technicians employed by the IRC working at the location.

#0 Phillips Screwdriver  
#1 Phillips Screwdriver  
#2 Phillips Screwdriver  
#3 Phillips Screwdriver  
3/8-inch Open End Wrench  
5/8-inch Open End Wrench  
Assorted Cleaning brushes  
Brush, Wire bristle, toothbrush style  
Cylinder Valve Bonnet Tool # 31003123  
Deep Socket, 1 in, with 3/8 in drive  
Deep Socket, 1/2 in, with 3/8 in drive  
Deep Socket, 7/16 in, with 3/8 in drive  
Dental Probe / O-ring Pick  
Dual Pointer Tool # 31003121  
Filter Removal Tool, #802872-01  
Flat Blade Screwdriver Large  
Flat Blade Screwdriver Small  
Hammer, Lightweight, 6-8 oz  
Heavy Duty Soldering Iron (500 watts)  
Heat Gun (475-600 watts)  
Hex Driver or Allen Wrench, 1/16 in  
Hex Driver or Allen Wrench, 1/4 in  
Hex Driver or Allen Wrench, 1/8 in  
Hex Driver or Allen Wrench, 3/16 in  
Hex Driver or Allen Wrench, 3/32 in  
Hex Driver or Allen Wrench, 5/32 in  
Hex Driver or Allen Wrench, 7/64 in

Hex Driver or Allen Wrench, 9/64 in  
NXG Air Path Wrench # 31002823  
Pin Punch, 1/16-inch diameter  
Pin Punch, 1/8 in diameter  
Pliers, External Snap Ring # 10005658  
Pliers, Needle Nose  
Pliers, Internal Snap Ring (tip 0.041 tip)  
Ratchet, 3/8 in drive  
Scott Filter Removal Tool # 802872-01  
Scott Piston Shaft wrench # 802929-02  
Scott Spring Comp Tool # 805385-01  
Scott Valve Wrench # 803454-01  
Slip Joint Pliers  
Strap Wrench (up to 6 inch)  
T-25 Torx Driver  
T-8 Torx Driver  
Ultrasonic cleaner  
Utility Knife  
Wrench, Open end, 3/4 in  
Wrench, Open end, 3/8 in  
Wrench, Open end, 5/16 in  
Wrench, Open end, 5/8 in, (2)  
Wrench, Open end, 9/16 in  
Wrench, Torque (capable 85 ft lbs.)  
Wrench, Torque (capable of 10-400 in lbs.)

### Required Materials

The *3M Scott In-House Repair Center* will maintain an inventory of materials as shown in the list of materials to conduct inspection, service, and repair of 3M Scott products as described in the appropriate maintenance and SCBA Certified Technician II manuals. Quantities of these materials to be kept on hand should be determined by the number of certified service technicians employed by the *3M Scott In-House Repair Center* working at the location. All materials must be within the expiration date.

90% Solution of Isopropyl Alcohol  
Calibration Gas  
Christo-Lube (Scott P/N 50758-01)  
Cotton Swabs  
Disposable syringe (optional)  
Dow Corning RTV 3-1944 (Scott P/N 31001613)  
Emery Paper # 80 or Finer  
Leak Detection Solution  
Locquic® Primer T (Scott P/N: 10007895)  
Loctite® Black Max # 380 (Scott P/N 50756-01)  
Loctite® Threadlocker 222 (Scott P/N: 50004-15)  
Loctite® Threadlocker 242 (Scott P/N: 50004-16)  
Loctite® Threadlocker 271 (Scott P/N: 50004-18)  
Loctite® Threadlocker 085 (Scott P/N: 50004-20)  
Loctite® X-NMS Clean Up Solvent (Scott P/N: 50757-02)  
LO-Phenyl Silicone® Lubricant (Scott P/N: 50729-01)  
Mild liquid detergent  
Molykote® 33 Medium (Scott P/N 31003020)  
Parker Super-O-Lube<sup>1</sup> (Scott P/N: 10007896)  
Rheolube® 719M (Scott P/N: 50728-01)  
Teflon Tape (must be suitable for high-pressure air)  
Wescodyne® Plus (Scott P/N 31001876)

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<sup>1</sup> CAUTION: PARKER *SUPER* O-LUBE MUST BE USED. DO NOT SUBSTITUTE WITH PARKER O-LUBE



## 3M SCOTT SBAS / COMPRESSOR PRODUCTS

### Required Tools

In addition to the tools listed above for 3M Scott SCBA and Air Supplied Products, the IRC will maintain an inventory of the following tools to conduct inspection, service, and repair of 3M Scott Compressor products as described in the appropriate maintenance and instruction manuals. Quantities of tools to be kept on hand should be determined by the number of certified service technicians employed by IRC working at the location.

- 3/16 Allen Wrench with Ball End
- 3/16 Pin Spanner Wrench, Adjustable 3/4 to 2"
- 7/8 Open end Wrench
- 9/16 Open End Wrench
- 8" Adjustable Wrench
- 5 Quart Drain Pan
- Adjustable Wrenches, 8 & 12 inch
- Allen Wrenches, Metric
- Channel Lock Pliers
- Clamp on Voltage/Amperage Meter
- Combination Wrenches 3/8 to 7/8
- Electrical Connector Crimp Tool
- Multimeter (AC/DC/Amperage)
- Small Ball Peen Hammer
- Spanner Wrench
- Tube Bender
- Tube Cutter
- Wire Bristle Brush (Toothbrush Style)

### Additional Required Materials

In addition to the materials listed above for 3M Scott SCBA and Air Supplied Products, the *3M Scott In-House Repair Center* will maintain an inventory of the materials from the list of materials below to conduct inspection, service, and repair of 3M Scott SBAS / Compressor products as described in the appropriate maintenance and Compressor Technician I and II manuals.

Quantities of these materials to be kept on hand should be determined by the number of certified service technicians employed by the *3M Scott In-House Repair Center* working at the location. All materials must not have passed their expiration dates.

- 1/4 and 1/2 in. Wide Teflon Tape
- O-Ring Picks and Hooks
- Snoop Solution

## INVENTORY

The *3M Scott In-House Repair Center* will maintain an adequate inventory of spare parts procured through a 3M Scott distributor to be used in the repair of 3M Scott equipment for all product categories covered under the agreement.

THE IRC MUST ONLY USE 3M SCOTT PARTS OR 3M SCOTT-SPECIFIED PARTS FOR REPAIRS OF 3M SCOTT EQUIPMENT. THE USE OF PARTS OTHER THAN 3M SCOTT PARTS OR 3M SCOTT-SPECIFIED PARTS MAY VOID CERTIFICATION OF THE UNITS REPAIRED AND MAY RESULT IN TERMINATION OF THE IN-HOUSE REPAIR CENTER.

## SERVICE QUALITY

The *3M Scott In-House Repair Center* must have a documented quality control process in place to assure consistency in the inspection, service, and repair of 3M Scott products. It is the IRC's responsibility to ensure that each Certified technician follows the procedures as detailed in the IRC's Quality Control program as well as the 3M Scott procedures described in the appropriate SCBA Certified Technician II manuals, SCBA Certified Technician I manuals, Operation and Maintenance manuals, service updates, technical bulletins, and safety notices. The IRC's Quality Control program should include procedures to periodically audit the work performed by certified service technicians ensuring high quality of workmanship.

### Record Keeping

Each *3M Scott In-House Repair Center* is required to maintain records of all service work performed on its 3M Scott-manufactured products for a minimum of three years after the inspection, service, and/or repair was completed.

Records may be kept as hard copy and/or electronically. If records will be retained electronically, the data should be routinely backed up. All electronic data should be kept secure and backed up off-site. All electronic records on mobile computers should also be backed up.

The complete record must include the following:

- Identification of the *3M Scott In-House Repair Center*
- Identification of the 3M Scott Certified Technician
- Identification of the 3M Scott product inspected, serviced, or repaired by serial number (if available)
- Reason for service
- Results of the initial visual inspection and/or functional test
- Corrective action and parts replaced
- Date equipment was returned to service

Warranty claims must be entered into the 3M Scott-designated warranty management system with all the required information including an accurate serial number of the appropriate sub-component. It is the IRC's responsibility to ensure the claims are accurate and valid. In the event that equipment must be returned to 3M Scott for inspection and/or repair the IRC must obtain an RMA from 3M Scott Technical Support.

## SERVICE TECHNICIAN REQUIREMENTS

To maintain its status as a *3M Scott In-House Repair Center* the facility must have at least one individual with a current 3M Scott certification in the inspection, service, and repair of the 3M Scott products supported. Each service technician employed by the IRC must follow the 3M Scott procedures outlined in the appropriate SCBA Certified Technician II manuals, SCBA Certified Technician I manuals, Operating and Maintenance manuals, technical bulletins, service updates, and safety notices. The service technician must have access to the documents detailed above. It is the IRC and Service Technician's responsibility to ensure that all these documents are current for each 3M Scott product serviced by the *3M Scott In-House Repair Center*.

### Service Technician / Training Requirements

IRC employees performing SCBA Certified Technician II inspection, service, and repair of 3M Scott products must have a current 3M Scott Certification applicable to the products on which they will be working. It is the IRC's responsibility to ensure each technician is properly certified before attempting to complete SCBA Certified Technician II inspection, service, or repair. 3M Scott will provide this training.

Technician training may consist of multi-day classes held at 3M Scott or regionally-designated locations. Training programs will cover theory of operation, regulatory requirements, product disassembly and reassembly, use of test equipment, troubleshooting, and repair. To be certified, the candidate must demonstrate, to 3M Scott's satisfaction, a basic understanding of the curriculum. Candidates who do not successfully complete the program may be invited to attend a future training session.

Upon successful completion of the SCBA Certified Technician II Training program, a certificate of training will be issued jointly to the service technician and the IRC. Should the technician leave the employment of the IRC, the technician's certificate will become inactive and the IRC must notify 3M Scott of the change in employment status. If the technician should become employed by another *3M Scott In-House Repair Center* or *3M Scott Authorized Service Center*, the technician must request a new certification from 3M Scott and may be required to demonstrate their knowledge of 3M Scott test equipment, procedures, and repair abilities to 3M Scott.

SCBA Certified Technician II certification may be suspended or revoked at the discretion of 3M Scott.

### Recertification Requirements

SCBA Certified Technician II personnel are expected to build upon the training received during the original certification program for equipment use and maintenance. 3M Scott requires recertification of all technicians at two-year intervals from the initial certification.

Recertification may be achieved by attendance in a 3M Scott training program or through online recertification.

Technicians who wish to recertify online at 3MScott.com must acknowledge and agree to the following.

- Within the past six (6) months, performed regular work in the repair and functional testing of types of equipment in which the technician is certified.
- Continued status as a Scott technician is contingent upon continuous employment with the sponsoring organization named on the original certificate for which the technician is requesting recertification.
- The technician is responsible for submitting accurate and valid warranty repairs claims to 3M Scott. The submission of fraudulent warranty claims can result in the revocation of the technician certification.
- The technician is responsible for conducting technical repairs and testing procedures using the most recent versions of SCBA Certified Technician II manuals, SCBA Certified Technician I manuals, service updates, safety notices, and technical bulletins.
- The technician is responsible for maintaining accurate records of repairs and functional tests.

Technicians will recertify via online submission every two years. At the completion of the eighth year, the technician must attend a recertification class. Temporary certification extensions may be granted by the area Field Service Specialist based upon specific need.

Technicians that allow their certification to expire for more than 60 days may be required to attend a Scott Certified Technician Training program to re-establish certification. Technicians planning to attend a training class should register well in advance on 3MScott.com.

### Personal Background Qualifications

3M Scott requirements concerning IRC personnel are limited to those candidates successfully meeting the requirements to become certified in SCBA Certified Technician II inspection, service, and repair of Scott products. SCBA Certified Technician II training programs will emphasize the following characteristics for class candidates.

- Proficiency with hand tools, specialty tools, and general test equipment
- Attention to detail
- Understanding pneumatic and electrical applications
- Commitment to quality
- Analytical and troubleshooting skills
- Work with minimum supervision
- The use and understanding of reference materials and schematics
- Basic experience in the use of computer

Previous exposure in electrical, mechanical, or the health & safety business should be considered a plus.

After selecting the candidate for the SCBA Certified Technician II training program, there are two requirements they must meet before contacting Scott for attendance in the technician training program. First, the candidate must be thoroughly familiar with the Scott products covered in the training program in which they will be enrolled focusing on the "Operating and Maintenance Instructions" supplied with the respective 3M Scott product. Second, the candidate must successfully complete the SCBA Certified Technician I Training for the Scott products covered in the training program in which they will be enrolled.

If possible, when adding new personnel to an existing IRC, the candidate will benefit from several months experience working alongside and observing current Scott-Certified technicians to learn Scott policies, procedures, and internal IRC policies as well.

### Compressor Technician Qualifications

Ability to read electrical and pneumatic schematics, use a multimeter. Also, though not emphasized in the training program, a candidate who has a background as an auto mechanic (SAE), customer service representative, and/or HVAC technician may find that experience beneficial.

- Safety First. Safe working practices while working around electrical / electronic components.
- Experience working with electronic subassemblies and cabling while adhering to industry-standard protocols for ESD safety.
- Experience using basic test equipment such as digital multimeters and experience using common hand tools.
- Ability to follow a Compressor technician level manual to troubleshoot, replace, and/or repair the defective component.



#### In-House Repair Center Staffing

The *3M Scott In-House Repair Center* should be adequately staffed with a combination of SCBA Certified Level I personnel and SCBA Certified Technician II. A typical staffing ratio is one SCBA Certified Technician II and SCBA Certified Level I Technician per 100 SCBAs. This ensures that IRCs are adequately equipped to provide inspection, service, and repair of 3M Scott products and maintain the high-quality standards established by 3M Scott.

Only 3M Scott-trained technicians shall be authorized to inspect, service, and repair 3M Scott products. Allowing an individual to perform 3M Scott Certified Technician repairs to 3M Scott products for which they do not hold current 3M Scott Certified Technician certification may result in termination of the In-House Repair Center Agreement.

SCBA Certified Technician I in the process of training to become SCBA Certified Technician II may assist in the inspection, service, and repair of the 3M Scott products on which they are being trained. These individuals must be closely and directly supervised by a technician possessing a current SCBA Certified Technician II certification for these 3M Scott products. The SCBA Certified Technician II must approve the work performed and complete the functional testing required of the 3M Scott product.

## **PRODUCT RETURNS**

The IRC may, from time to time, need to return products to 3M Scott Service for repair or inspection. In these instances, the IRC is required to first contact the Scott Tech Support to obtain a Return Authorization number for the product to be returned. The IRC must include the Return Authorization PDF with the box for shipment and mark the RMA number on the outside of the box. All returns for products other than gas detection products should be sent to 3M Scott, 4320 Goldmine Road, Monroe, NC, 28110. Attn: 3M Scott Service unless otherwise instructed.

## **SCOTT PRE-OWNED EQUIPMENT POLICY**

3M Scott will only recognize the sale of pre-owned 3M Scott equipment when sold and serviced by an Authorized Scott Distributor.

3M Scott offers no express or implied warranty on pre-owned equipment, except in cases where the original Scott warranty for new equipment is still in effect.

The 3M Scott In-House Repair Center will ensure registration of all pre-owned products.

## WARRANTY SERVICE PROCEDURES

The *3M Scott In-House Repair Center* or its Certified technicians are not authorized to make any additions to or deletions from the Scott warranty as stated on the product warranty policies or as superseded from time to time by a revision to the Scott product warranty. *3M Scott In-House Repair Centers* are required to use their best efforts to determine if the equipment is within warranty and therefore subject to warranty service. 3M Scott may direct that installation of certain kits or accessories may affect the warranty period of the entire 3M Scott product. The service technician must inspect the Scott product to determine if the warranty was affected by the installation of specific kits or accessories and determine the date the kits or accessories were shipped. The service technician must also consult the kit or accessory installation instructions or service bulletins to determine the warranty period.

Should questions regarding a specific warranty claim(s) arise, the IRC should contact 3M Scott Tech Support for clarification, or they may return the unit or subassembly in question to 3M Scott Service for Scott to perform the warranty repair.

All requests for repair RMAs should be sent via email to [ScottTechSupport@mmm.com](mailto:ScottTechSupport@mmm.com). Repair RMA request should include product part number, serial number, contact information, description of the problem with the product, and address where repaired product should be shipped.

The IRC is required to document warranty repairs not only through normal record keeping but also through the 3M Scott-designated warranty management system. The service technician must use the following procedure to submit a warranty claim.

- Inspect the 3M Scott product(s) to determine if it is within the specified warranty period
- Determine the cause of the condition and perform corrective action through replacement of the part(s) in question.
- Enter the warranty claim(s) using the 3M Scott-designated warranty management system.
  1. IRC name, address and contact information on SO Summary page of service order
  2. Valid product serial number(s)
  3. Overall condition of the unit
  4. Detailed description of the problem
  5. Detailed corrective actions taken
  6. Replacement part(s) used for the repair of the product(s)
  7. Select the appropriate service request code for each repair

Alternatively, an IRC may submit a claim(s) via email to 3M Scott Tech Support ([ScottTechSupport@mmm.com](mailto:ScottTechSupport@mmm.com)) using the current warranty claim form available from 3M Scott Tech Support. 3M Scott Tech Support will use the claim form to enter the information into the 3M Scott-designated warranty management system for processing.

- The part(s) in question must be enclosed with the RMA Package document generated in the 3M Scott-designated warranty management system and returned to 3M Scott at 4320 Goldmine Road, Monroe, NC 28110 Attn: "3M Scott Service." Products being returned should be packaged for shipment as per instructions in the appropriate 3M Scott guide for the 3M Scott-designated warranty management system. The RMA number should be visible on the outside of the box.

Upon receipt of an RMA Package from the IRC, Scott will review the warranty claim form and inspect the part(s) submitted. In no case will a warranty request be processed without the original parts enclosed or without sufficient information listed on the warranty claim form or claims submitted via the 3M Scott-designated warranty management system.

After review and acceptance by 3M Scott as a valid warranty claim, Scott will provide the IRC with replacement parts or repaired parts.

3M Scott reserves the right to adjust warranty claims submitted by the IRC for replacement parts for the warranty service performed or for invalid claims.



## AGENDA ACTION FORM

### A Resolution Ratifying the Mayor's Signature for the National Wildlife Federation's Mayors' Monarch Pledge

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

Final Adoption: May 3, 2022  
 Staff Work By: Michael Borders  
 Presentation By: M. Borders

Action Form No.: AF-123-2022  
 Work Session: May 2, 2022  
 First Reading: N/A

#### Recommendation:

Approve the resolution.

#### Executive Summary:

The Mayor's Monarch Pledge is a program of the National Wildlife Foundation designed to engage cities and communities in monarch butterfly and pollinator conservation by taking specific actions to improve monarch butterfly and pollinator habitats. Over 600 cities across the United States have taken the pledge.

Keep Kingsport Beautiful and the City of Kingsport have historically partnered in activities which have resulted in the improvement and restoration of habitats for monarchs and other pollinators in the community. Keep Kingsport Beautiful has proposed a partnership with the City to take additional conservation actions this year and has proposed the City take the Mayor's Monarch Pledge.

The initiatives and action items will be performed by Keep Kingsport Beautiful in coordination with the City. City staff do not anticipate incurring costs for these action items.

#### Attachments:

1. Resolution
2. Mayor's Monarch Pledge Survey

Funding source appropriate and funds are available: *Am*

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

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



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

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE FOR THE NATIONAL WILDLIFE FOUNDATION'S MAYOR'S MONARCH PLEDGE AND AUTHORIZING THE EXECUTION OF ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Mayor's Monarch Pledge is a program of the National Wildlife Foundation designed to engage cities and communities in monarch butterfly and pollinator conservation by taking specific actions to improve monarch butterfly and pollinator habitats; and

WHEREAS, Keep Kingsport Beautiful and the City of Kingsport have historically partnered in activities which have resulted in the improvement and restoration of monarch butterfly and pollinator habitats in the community; and

WHEREAS, Keep Kingsport Beautiful has requested the city take the Mayor's Monarch Pledge and will engage in additional conservation actions in the coming year in furtherance of the Mayor's Monarch Pledge.

Now therefore,

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

SECTION I. That the Mayor's execution of the National Wildlife Foundation's Monarch Pledge is hereby ratified.

SECTION II. That the Mayor is further authorized to execute any other documents necessary and proper to effectuate the purpose of this resolution subject to the approval of the Mayor and the City Attorney.

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 3rd day of May, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**MAYORS  
MONARCH  
PLEDGE**

# Mayors' Monarch Pledge Survey

**Open Pledge Period: December 1 – March 31**

***\*THIS IS A SAMPLE PLEDGE SURVEY ONLY. TO OFFICIALLY PLEDGE, COMPLETE OUR  
ONLINE SURVEY AT [NWF.ORG/MAYORSMONARCHPORTAL](http://NWF.ORG/MAYORSMONARCHPORTAL)\****

Thanks for your interest in taking the National Wildlife Federation Mayors' Monarch Pledge this year. Only mayors and heads of local and tribal government (or their staff designees) may fill out this pledge form. Please note: the survey will not save and will need to be completed in one sitting.

Information from this form will be used to create a public community profile page to showcase your mayor's progress and efforts in the program.

Please be sure to read the pledge language and FAQ before taking the pledge. If you have any questions, you can email us at [mayorsmonarchpledge@nwf.org](mailto:mayorsmonarchpledge@nwf.org).

## **Mayor's Basic Information**

If you are not a "mayor," or the head of local or tribal government, please enter your name and appropriate title here.

Title

First Name

Last Name

Email Address

**Community Name**

*If your community doesn't have an official name, consider using the following formats:  
Town of Herndon, City of Fairfax, etc.*

**City**

**State**

**Mayor's Mailing Address**

**Address Line 1**

**Address Line 2**

**City**

**State**

**Zip Code**

## Staff Point of Contact Information

Please provide your professional title in the space below.

Please note that the Staff Point of Contact you entered below will be the default user for your community profile. Please make sure you enter a valid email address.

Title

First Name

Last Name

Email

*Note: This email address is your log in account.*

Phone Number

## Pledge Summary

Please type a description of your community, your community's efforts and/or interest in committing to monarch and pollinator conservation. This information will populate on your community's profile page, but can be updated and edited after this survey is submitted. See below for a sample description.

*Example Description: Exampleville is a city in central Virginia with a population of roughly 50,000. The city is nestled in the Green Ridge Mountains and is home to the beautiful Exampleville Regional Park and many community gardens. Mayor Smith of Exampleville, VA has committed to saving the monarch butterfly and other pollinators with their signing of the Mayors' Monarch Pledge and looks forward to engaging residents in building more pollinator habitat throughout the city.*

## Action Item Selections

Each year, you must commit to at least 3 Action Items from this list which you will report on at the end of the year. At least 1 action must be taken from the "Program & Demonstration Gardens" section.

### Communications and Convening

- ☐ Issue a Proclamation to raise awareness about the decline of the monarch butterfly and the species' need for habitat.

*Example Activities:*

1. *Issue a Monarch Day Pledge*
2. *Incorporate monarchs into your Earth Day, Pollinator Week or other proclamation*

- ☐ Launch or maintain a public communication effort to encourage residents to plant monarch gardens at their homes or in their neighborhoods. (If you have community members who speak a language other than English, we encourage you to also communicate in that language; Champion Pledges must communicate in that language.)
- ☐ Engage with community garden groups and urge them to plant native milkweeds and nectar-producing plants.
- ☐ Engage with city parks and recreation, public works, sustainability, and other relevant staff to identify opportunities to revise and maintain mowing programs and milkweed / native nectar plant planting programs.
- ☐ Engage with gardening leaders and partners (e.g., Master Naturalists, Master Gardeners, Nature Centers, Native Plant Society Chapters, other long-standing and influential community leaders) to support monarch butterfly conservation.

*Example Activities:*

1. *Develop community gardens with local gardening leaders*
2. *Host programming and other activities with Nature Centers*
3. *Coordinate and collaborate with local gardening groups at schools, colleges, and universities*

- ☐ Engage with Homeowners Associations (HOAs), Community Associations or neighborhood organizations to identify opportunities to plant monarch gardens and revise maintenance and mowing programs.
- ☐ Engage with developers, planners, landscape architects, and other community leaders and organizers engaged in planning processes to identify opportunities to create monarch habitat.



- ☐ Create a community-driven educational conservation strategy that focuses on and benefits local, underserved residents.

*Example Activities:*

1. *Conduct outreach and support habitat / green space improvements in underserved communities.*
2. *Develop brochures in different languages*

- ☐ Create a community art project to enhance and promote monarch and pollinator conservation as well as cultural awareness and recognition.

*Example Activities:*

1. *Host photo contests*
2. *Commission murals*
3. *Create and show films and documentaries*
4. *Support public art installations*
5. *Collaborate with local artists, including school, college, and university art departments to create community-wide art*

## **Program and Demonstration Gardens**

- ☐ Host or support a native seed or plant sale, giveaway or swap.
- ☐ Facilitate or support a milkweed seed collection and propagation effort.
- ☐ Plant or maintain a monarch and pollinator-friendly demonstration garden at City Hall or another prominent or culturally significant community location.
- ☐ Convert vacant lots to monarch habitat.
- ☐ Plant milkweed and pollinator-friendly native nectar plants in medians and public rights-of-way.

- ☐ Launch or maintain an outdoor education program(s) (e.g., at schools, after-school programs, community centers and groups) that builds awareness and creates habitat by engaging students, educators, and the community in planting native milkweed and pollinator-friendly native nectar plants (i.e., National Wildlife Federation's Eco-Schools USA Schoolyard Habitats program and Monarch Mission curriculum).

*Example Activities:*

1. [Eco-Schools USA Schoolyard Habitats](#)
2. [PK-12 Monarch Mission Curriculum](#) (English and Spanish)
3. [National Wildlife Federation Campus Pollinator Pledge](#)

- ☐ Earn or maintain recognition for being a wildlife-friendly city by participating in other wildlife and habitat conservation efforts (i.e., National Wildlife Federation's Community Wildlife Habitat program).

*Example Activities:*

1. Join the [Community Wildlife Habitat](#)

- ☐ Host or support a monarch neighborhood challenge to engage neighborhoods and homeowners' associations within the community to increase awareness, support community unity around a common mission, and/or create habitat for the monarch butterfly.

*Example Activities:*

1. Host photo challenges
2. Create property certification challenges
3. Collaborate with schools, universities, and colleges to host joint awareness and habitat creation challenges

- ☐ Initiate or support community science (or citizen science) efforts that help monitor monarch migration and health.

*Example Activities:*

1. Community Science Opportunities ([Monarch Joint Venture](#))
2. NWF's Monarch Stewards Program Certification
3. Engage with local colleges and universities science departments to host community-wide opportunities
4. Monarch Migration Tracking ([Journey North](#))

- ☐ Add or maintain native milkweed and nectar producing plants in community gardens.
- ☐ Launch, expand, or continue an invasive species removal program that will support the re-establishment of native habitats for monarch butterflies and other pollinators.

- ☐ Host or support a monarch butterfly festival that is accessible to all residents in the community and promotes monarch and pollinator conservation, as well as cultural awareness and recognition.
- ☐ Display educational signage at monarch gardens and pollinator habitat.

*Example Activities:*

1. *Neighborhood Garden Signs (Victory Garden of Tomorrow)*
2. *Create plant labels or interpretive language for community gardens, parks, prairie habitat, rights-of-way, etc.*

## **Systems Change**

Please select the actions that you will begin to work on this year, are in progress, or have already been completed.

- ☐ Remove milkweed from the list of noxious plants in city weed / landscaping ordinances (if applicable).
- ☐ Change weed or mowing ordinances to allow for native prairie and plant habitats.
- ☐ Increase the percentage of native plants, shrubs and trees that must be used in city landscaping ordinances and encourage use of milkweed, where appropriate.
- ☐ Direct city property managers to consider the use of native milkweed and nectar plants at city properties where possible.
- ☐ Integrate monarch butterfly conservation into the city's Park Master Plan, Sustainability Plan, Climate Resiliency Plan or other city plans.
- ☐ Change ordinances so herbicides, insecticides, or other chemicals used in the community are not harmful to pollinators.

*Example Activities:*

1. *Work with local school districts to eliminate or minimize the use of pesticides, herbicides, and insecticides on school properties*
2. *Adopt Integrated Pest Management (IPM) practices*

- ☐ Adopt ordinances that support reducing light pollution.
- ☐ California Specific: Pass a resolution to protect over-wintering monarch butterfly habitat on public or private lands.

## Questions or Comments

Do you have any questions or comments?