



## **AGENDA**

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

**Tuesday, November 1, 2022, 4:00 p.m.  
City Hall, 415 Broad St., Boardroom, 3<sup>rd</sup> Floor**

#### **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  
Bart Rowlett, City Attorney  
Lisa Winkle, City Recorder/Treasurer  
Tyra Copas, Human Resources Director  
John Morris, Budget Director  
Floyd Bailey, Chief Information Officer

Ryan McReynolds, Deputy City Manager  
Jessica Harmon, Assistant City Manager  
Dale Phipps, Police Chief  
Scott Boyd, Fire Chief  
Adrienne Batara, Public Relations Director  
John Rose, Economic Development Director

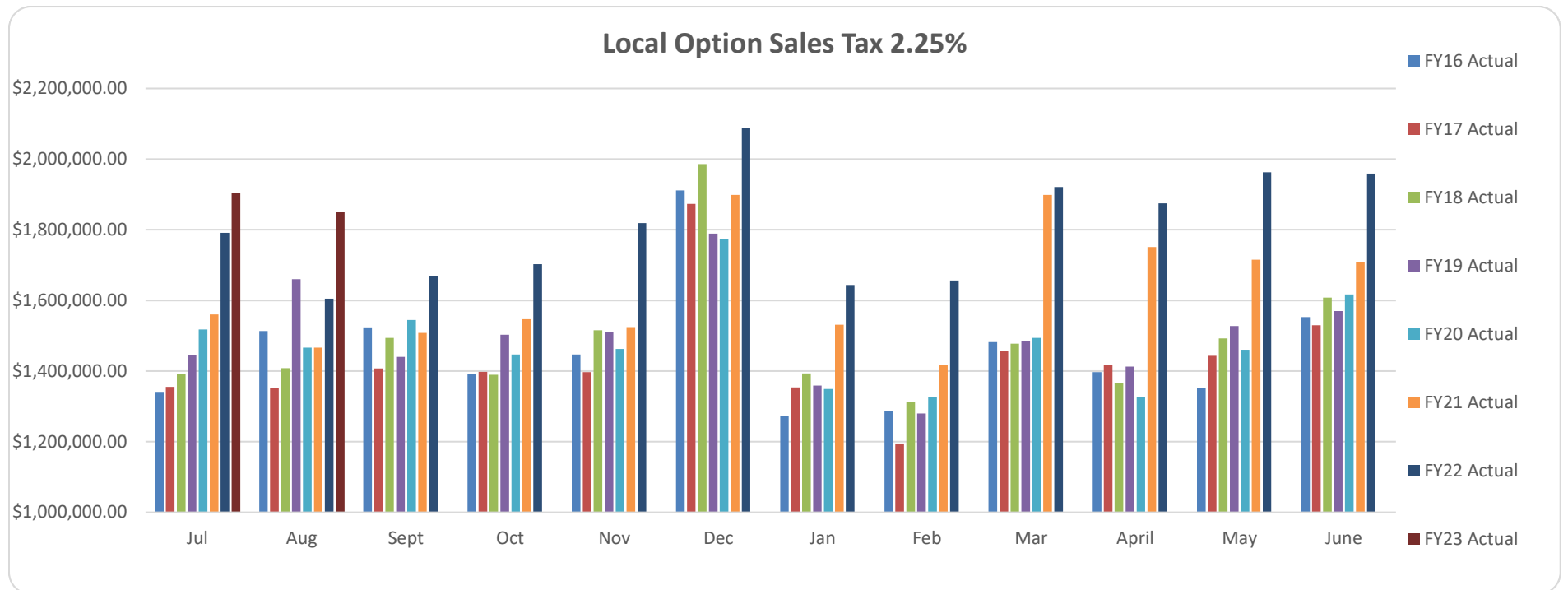
1. Call to Order
2. Roll Call
3. Sync Space / Launch TN – Heath Guinn
4. Utilities Update – Ryan McReynolds
5. Adjourn

**Next Work Session, Nov. 14, 2022:** Neighborhood Commission Update

## Local Option Sales Tax 2.25%

### August 2022

	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Actual	FY23 Revised Budget	Over/Under FY23 Budget	% Over/Under FY23 Budget	Over/Under FY22 Actual	% Over/Under FY22 Actual
Jul	\$1,392,147.27	\$1,444,727.00	\$1,517,710.01	\$1,560,032.54	\$1,791,460.48	\$1,904,436.51	\$1,769,500.00	\$134,936.51	7.63%	\$112,976	6.31%
Aug	\$1,408,119.00	\$1,660,189.01	\$1,466,245.00	\$1,466,134.09	\$1,605,188.64	\$1,849,130.72	\$1,621,500.00	\$227,630.72	14.04%	\$243,942	15.20%
Sept	\$1,493,952.13	\$1,440,056.00	\$1,544,461.94	\$1,508,122.79	\$1,668,359.84		\$1,675,100.00				
Oct	\$1,389,451.00	\$1,503,032.00	\$1,447,066.95	\$1,546,557.57	\$1,702,507.26		\$1,714,600.00				
Nov	\$1,515,210.00	\$1,510,894.40	\$1,462,498.00	\$1,524,485.85	\$1,818,738.26		\$1,760,200.00				
Dec	\$1,985,601.00	\$1,788,766.43	\$1,772,437.00	\$1,898,886.33	\$2,088,757.00		\$2,102,600.00				
Jan	\$1,392,917.00	\$1,358,902.17	\$1,348,872.00	\$1,530,774.86	\$1,643,547.05		\$1,611,800.00				
Feb	\$1,312,713.00	\$1,280,154.07	\$1,326,133.00	\$1,416,746.27	\$1,656,365.50		\$1,595,400.00				
Mar	\$1,477,699.00	\$1,484,980.00	\$1,493,996.00	\$1,898,355.80	\$1,920,619.39		\$1,844,200.00				
April	\$1,366,099.00	\$1,412,517.03	\$1,327,489.66	\$1,750,965.28	\$1,874,537.84		\$1,787,500.00				
May	\$1,492,028.00	\$1,527,469.00	\$1,460,028.68	\$1,715,204.91	\$1,962,580.55		\$1,864,800.00				
June	\$1,608,149.00	\$1,571,086.24	\$1,617,153.10	\$1,707,660.22	\$1,959,190.92		\$1,902,800.00				
<b>Total</b>	<b>\$17,834,085.40</b>	<b>\$17,982,773.35</b>	<b>\$17,784,091.34</b>	<b>\$19,523,926.50</b>	<b>\$21,691,852.73</b>	<b>\$3,753,567.23</b>	<b>\$21,250,000.00</b>	<b>\$362,567.23</b>	<b>10.83%</b>	<b>\$356,918</b>	<b>10.75%</b>





# City of Kingsport

November 1, 2022

## Project Status in Pictures

### 1 Riverbend Park

*The construction crew is working on installing the pier bases for the boardwalk.*

### 3 KATS Garage

*Landscaping around the site is being performed while the crew awaits the delivery of the pre-engineered building.*

### 2 Cliffside Paving

*The paving project, including thermo markings, is complete in this area.*

### 4 MeadowView Roof Replacement

*Crews are working to replace the roof on MeadowView.*





# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	Current Status
\$38,000,000.00	Chad Austin	<b>Reedy Creek Trunk Line (Lovedale to John B Dennis)</b>	Replacement and upgrade of the sewer trunkline along the Reedy Creek corridor from Lovedale Dr to John B Dennis Highway. Project will be completed in multiple phases to be determined during the design process.	12/31/2030	Received proposal from Barge Design Services for final design of entire trunkline. Contract to BMA on 11/1/22.
\$28,693,000.00	Ryan McReynolds	<b>Meadow Park Lane State Industrial Access Road</b>	Construction of a new access road (Meadow Park Lane) that tie into the existing Riverport Road and S. Wilcox Road, approximately 2.34 miles.		TDOT survey work nearing completion. Contract amendment #1 on BMA Agenda for 11/1/22 to insert construction funds.
\$17,610,480.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	Work to begin the week of 10/31/22.
\$15,500,000.00	Tom Hensley	<b>Wastewater Storage Facility</b>	Storage facility required to equalize flows into the plant during heavy rain events, thereby decreasing overflows. Tank will be located alongside the plant.	5/31/2023	Schematic Design Report to City for final review. Additional Geotechnical survey completed, awaiting report completion and review. Updated Engineer's estimated cost to \$15.5M.
\$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 2023.
\$6,400,000.00	Niki Ensor	<b>WTP High Service Improvements</b>	Improvements to WTP high service pump station to improve reliability and redundancy. Improvements include addition of 4th high service pump, new electrical building, and ancillary work (pipe connections, valves and flow metering).	7/1/2024	Working on EDA grant documentation
\$4,000,000.00	Michael Thompson	<b>Brickyard Park Bicycle-Pedestrian Bridge</b>	Bicycle-Pedestrian bridge over the CSX Railroad at Centennial Park connecting downtown Kingsport to the Brickyard Park Development. Design funded 80% Fed./ 20% Local via STB Grant and Construction is funded 75% Fed./ 25% Local via TA Grant.	12/31/2024	TDOT has awarded the City of Kingsport additional grant funding in the amount of \$775,000 for the pedestrian bridge. This brings the total Transportation Alternatives Program grant funding to \$2,625,000.
\$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	Mattern & Craig is working with TDOT on some design requirements regarding the mobility path.
\$3,000,000.00	Chad Austin	<b>FY23 Sewer Collection System Upgrades</b>	Upgrade of sewer collection system to include internal lining of trunkline along Garden Dr and several areas throughout the system.	12/29/2023	Project currently under design with Engineering Division



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\$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	11/1/2023	Notice to Proceed with Right-of-Way Phase issued 7/28/2022.
\$2,300,000.00	Chad Austin	<b>FY23 Water Meter Installation</b>	Installation of 10,000 AMI water meters. After this project we will have 27,000 of 37,000 meters upgraded to full AMI (remote read meters).	6/30/2023	Envocore/RTS Water Solution was low bidder at \$46.06 per meter. Purchasing working with bidder to finalize contract.
\$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.
\$2,000,000.00	Tom Hensley	<b>Pendragon Sewer Lift Station Upgrade</b>	Upgrade of the Pendragon Sewer Lift Station. Lift station was built in the 1950s and has reached the end of its useful life.	12/31/2023	Lift Station currently in preliminary design and data collection phase.
\$1,311,841.00	Niki Ensor	<b>SLS Rehab and Replacement</b>	Rehabilitation of SLS # 108 (Oak Glen Drive). Replacement of SLS #307 (Cooks Valley) and #308 (Lakeside Drive).	3/31/2023	Contractor working at Oak Glen Pump Station
\$1,300,000.00	Niki Ensor	<b>Water Intake Screen Replacement</b>	Replacement of the traveling water screens at the WTP intake. The three traveling water screens prevent debris from river from entering the raw water tunnel. Number of screens replaced will depend on bids and available funding.	12/31/2023	Working on ARC grant environmental review
\$1,228,491.00	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.	3/31/2023	Thomas Construction Low bidder.
\$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.	8/31/2023	
\$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	Preliminary Design Plans submitted to TDOT for review 10/18/2022.
\$952,601.98	Kitty Frazier	<b>Riverbend Park - Phase 1</b>		2/23/2023	The piers for the boardwalk are being drilled and filled with concrete.
\$912,400.00	Michael Borders	<b>MeadowView Roof Replacement</b>	Partial Re-Roofing of the MeadowView Conference Resort & Convention Center	12/31/2022	Infrared analysis has been completed. Cranes are on site and demolition and reroofing is beginning.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	Current Status
\$393,285.00	Tom Hensley	<b>WWTP Digester Cleaning</b>	Two Wastewater plant 75' digesters were last cleaned in 2004. Grit and solids have built up in these two tanks and causing problems pumping sludge from tanks to the dewatering centrifuges.	12/30/2022	Merrell Bros. provided update, projected start date early December 2022.
\$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	6/30/2024	Scheduled for construction in FY24
\$300,000.00	Chad Austin	<b>Reservoir Road Culvert Replacement</b>	Replacement of deteriorating 42" CMP culvert under Reservoir Road.	4/30/2023	Bid advertisement 10/2/22, Pre-bid Conference 10/12, Bid Opening 10/20
	Borders, Michael	<b>Collar Replacement</b>	Collar replacement for all 18 holes at Cattails at Meadowview		One bid was received at re-bid opening. Staff and Meadowview Golf are reviewing the submission.
	Chad Austin	<b>Stormwater Master Plan</b>	Develop overall Stormwater Program Master Plan to determine where we should be focusing our stormwater efforts to make the most impact		Developing RFQ to bring in consultant using ARP funding
	Chris Campbell	<b>KATS Maintenance Facility Phase 2</b>	Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded)		Asphalt binder course has been installed.
	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.	10/31/2022	Currently waiting on art racks to arrive and be installed.
	Kitty Frazier	<b>Bike Park at Brickyard</b>	New Bike Park in the vicinity of the new Skate Park.		Project was advertised for bid on September 25. Pre-bid meeting will be October 11 at 10am, with bid opening on 10/25/22.
	Kristie Leonard	<b>Farmer's Market Upgrades</b>	Cosmetic and ventilation updates to the Farmer's Market Building		Design plans are currently being created by engineers.
	Megan Krager	<b>Bays Mountain Park Nature Center Balcony</b>	Renovation and Repairs of the Nature Center Balcony at Bays Mountain Park	12/16/2022	project set to begin 10-24-2022
	Michael Borders	<b>Bays Mountain Park Amphitheater</b>	Construction of new amphitheater at Bays Mountain		Staff are evaluating AV equipment proposal.
	Michael Borders	<b>Bays Mountain Park Nature Center Renovations- Phase 1</b>	Renovations to the Nature Center at BMP.		Current estimated completion date is April 30, 2023 at an estimated cost of \$1,000,000.
	Tom Hensley	<b>WWTP Motor Control Center 6 Upgrade</b>	Upgrade of Motor Control Center 6 at the Wastewater Treatment Plant	9/1/2023	30% design documents received from consultant



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## **BOARD OF MAYOR AND ALDERMEN**

### **BUSINESS MEETING**

**Tuesday, November 1, 2022, 7:00 p.m.**  
**City Hall, 415 Broad St., Boardroom, 3<sup>rd</sup> Floor**

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

Mayor Patrick W. Shull, Presiding  
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#### **I. CALL TO ORDER**

#### **II.A. PLEDGE OF ALLEGIANCE TO THE FLAG – St. Dominic's School Students**

#### **II.B. INVOCATION – Dr. Randy Frye, Pastor, First Broad Street United Methodist Church**

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

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

None

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

None

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

1. Work Session – October 17, 2022
2. Business Meeting – October 18, 2022



## **VI. COMMUNITY INTEREST ITEMS**

### **A. PUBLIC HEARINGS**

None

### **COMMENT**

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

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

1. Authorizing an Interlocal Agreement with Sullivan County, TN to Upgrade Waterlines in Various Locations (AF: 326-2022) (Ryan McReynolds)
  - Resolution
  - Ordinance – First Reading
2. Budget Adjustment Ordinance for Various Funds in FY23 (AF: 331-2022) (Chris McCartt)
  - Ordinance – First Reading

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

1. Approve the Tennessee Commission on Aging Grant and Appropriate the Funds (AF:311-2022) (Michael Borders)
  - Ordinance – Second Reading & Final Adoption
2. Amend the FY 2023 the General Purpose School Fund and the General Project Fund Budgets (AF:323-2022) (David Frye)
  - Ordinance – Second Reading & Final Adoption
3. Amend the FY 2023 the School Special Projects Fund Budget (AF:324-2022) (David Frye)
  - Ordinance – Second Reading & Final Adoption
4. Budget Adjustment Ordinance for Various Funds in FY23 (AF:308-2022) (Chris McCartt)
  - Ordinance – Second Reading & Final Adoption

### **D. OTHER BUSINESS**

1. Approving an Amendment to the Professional Services Agreement with Barge Design Solutions, Inc. for the Reedy Creek Trunk Sewer Improvements Phase 2 Project (AF: 327-2022) (Ryan McReynolds)
  - Resolution
2. Ratifying the Mayor's Signature to Apply and Receive American Recovery Plan Grant through the Tennessee Department of Environment and Conservation (AF: 330-2022) (Ryan McReynolds)
  - Resolution

Withdrawn 10/31/22

- ~~3. Award the Bid to Thomas Construction Company, Inc. for the Sanitary Sewer Extension — ETSU Valleybrook Campus Project and Authorize the Mayor to Sign all Applicable Documents (AF: 329-2022) (Ryan McReynolds)~~

- ~~• Resolution~~

4. An Interlocal Agreement with Washington County, Tennessee to Extend Waterlines at Various Locations in Washington County (AF: 304-2022) (Ryan McReynolds)

- Resolution

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

## **VII. CONSENT AGENDA**

1. Amendment to the School Crossing Guard Services Contract & Interdepartmental Memorandum of Understanding between Kingsport City Schools and Kingsport Police Department and Authorizing the Mayor to Sign All Applicable Documents (AF: 332-2022) (Dale Phipps)

- Resolution

2. Authorizing an Amendment to the State Industrial Access (SIA) Agreement with TDOT for the Meadow Park Lane Project (AF: 333-2022) (Ryan McReynolds)

- Resolution

Revised  
Resolution  
10/31/22

3. Authorizing a Sponsorship Agreement with Eastman Credit Union for the Kingsport Aquatic Center's Lazy River (AF: 334-2022) (Michael Borders)

- Resolution

4. Approving a Website and Social Media Policy and an Acceptable Use of Information Technology Assets Policy (AF: 335-2022) (Tyra Copas)

- 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, October 17, 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 Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

City Administration  
Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
Michael Borders, Assistant City Manager  
Jessica Harmon, Assistant City Manager  
Bart Rowlett, City Attorney  
Lisa Winkle, City Recorder/Treasurer  
Scott Boyd, Fire Chief  
Dale Phipps, Police Chief  
John Morris, Budget Officer  
John Rose, Economic Development Director  
Floyd Bailey, Chief Information Officer  
Tyra Copas, Human Resources Manager  
Adrienne Batara, Public Relations Director  
Michael Thompson, Public Works Director  
Ken Weems, Planning Manager  
Angie Marshall, City Clerk/Deputy City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** by City Recorder/Treasurer Lisa Winkle.
3. **REDEVELOPMENT DISTRICT OVERVIEW.** Steve Bower gave a presentation on this item, providing details on the status and progress of each district.
4. **REVIEW OF AGENDA ITEMS ON THE OCTOBER 18, 2022 REGULAR BUSINESS MEETING AGENDA.** City staff gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**VI.D.4 Award Purchase of One (1) Pierce Mid Mount 100' Ladder Truck Utilizing Sourcewell Cooperative Purchasing Agreement (AF: 325-2022).** Chief Boyd pointed out the last time a ladder truck was purchased was in 2015 for 1.1 million dollars

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, October 17, 2022**

**V.D.5 Utilize American Rescue Plan Act Funds to Enter into an Agreement with Cain Rash West for Construction Documents for the Kingsport Public Library** (AF: 299-2022). Mr. McCartt provided information on this item and confirmed the timeline, noting work could realistically begin next summer.

**V.D.9 Memorandum of Understanding with the University of Tennessee College of Health Sciences, East Tennessee State University and Ballad Health to Establish a Dental Clinic in the City of Kingsport** (AF: 328-2022). Mr. McCartt stated there would be a presentation on this item at the business meeting tomorrow night.

**VII.5 Donation of the Improvement Building to the Industrial Development Board of the City of Kingsport** (AF: 316-2022). Mr. McCartt noted this property had been sold and will be back on the tax rolls.

**5. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:17 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, October 18, 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 Paul Montgomery
Alderman Betsy Cooper	Alderman Tommy Olterman
Alderman Darrell Duncan	Alderman James Phillips

City Administration

Chris McCartt, City Manager  
Bart Rowlett, 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:** Alderman Phillips.

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

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

- 1. UTHS College of Dentistry Kingsport Facility Update** – Dr. James C. Ragain, Jr. and City Manager McCartt along with other representatives from the University of Tennessee, East Tennessee State University and Ballad Health gave a presentation this item, noting it is a critical milestone and providing information on the planned phases from clinic to dental school.

*NOTE: At this time the city manager asked the board to pull item VI.D.9 to the top of the agenda for a vote. Mr. McCartt then asked for a brief recess at 7:43 pm to attend a press conference on the item. The regular agenda resumed thereafter at 7:53 pm with Deputy City Manager McReynolds. Mr. McCartt returned at 8:20 pm finished leading the meeting at Item VI.D.5.*

**IV.B. APPOINTMENTS/REAPPOINTMENTS.**

*(These items are considered under one motion.)*

- 1. Reappointments to the Board of Zoning Appeals (AF: 297-2022)**  
(Mayor Shull).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 18, 2022**

Motion/Second: George/Montgomery, to approve:

REAPPOINTMENT OF TRACEY CHILDRESS CLEEK AND JOE WHITE TO SERVE ANOTHER THREE-YEAR TERM ON THE **BOARD OF ZONING APPEALS** EFFECTIVE IMMEDIATELY AND EXPIRING ON DECEMBER 31, 2025.

Passed: All present voting “aye.”

**2. Appointment/Reappointment to the Demolition by Neglect Committee**  
(AF: 298-2022) (Mayor Shull).

Motion/Second: George/Montgomery, to approve:

APPOINTMENT OF CHIP MILLICAN AND REAPPOINTMENT OF MEGAN ALLPHIN TO SERVE A THREE-YEAR TERM ON THE **DEMOLITION BY NEGLECT COMMITTEE** EFFECTIVE IMMEDIATELY AND EXPIRING ON NOVEMBER 5, 2025.

Passed: All present voting “aye.”

**V. APPROVAL OF MINUTES.**

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

- A. October 3, 2022 Regular Work Session
- B. October 4, 2022 Regular Business Meeting

Approved: All present voting “aye.”

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.** None.

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

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

**1. Approve Tennessee Commission on Aging Grant and Appropriate the Funds** (AF: 311-2022) (Michael Borders).

Motion/Second: Montgomery/Cooper, to pass:

**Resolution No. 2023-085**, A RESOLUTION ACCEPTING GRANT FUNDS FROM THE TENNESSEE COMMISSION ON AGING AND DISABILITY FOR THE KINGSFORT SENIOR CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANTS

Passed: All present voting “aye.”



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 18, 2022**

Motion/Second: Duncan/George, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECTS-SPECIAL REVENUE FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Amend FY23 General Purpose School Fund and the General Project Funds Budgets (AF: 323-2022) (David Frye).**

Motion/Second: Phillips/Olterman, to pass:

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Amend FY23 School Special Projects Fund Budget (AF: 324-2022) (David Frye).**

Motion/Second: Montgomery/Olterman, to pass:

AN ORDINANCE TO AMEND THE FY 2023 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**4. Budget Adjustment for Various Funds in FY23 (AF: 308-2022) (Chris McCartt).**

Motion/Second: George/Phillips, to pass:

AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2023; 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 Zoning of 910 Wilcox Court Located Along South Wilcox Drive and Wilcox Court from M-1, Light Manufacturing District to B-3, Highway Oriented Business District (AF: 296-2022) (Ken Weems).**

Motion/Second: Duncan/Cooper, to pass:

**ORDINANCE NO. 7045**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG WILCOX COURT FROM THE M-1 DISTRICT TO THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; 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.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 18, 2022**

**2. Abandon a Stormwater Easement Located at 1117, 1121, 1125  
and 1129 Tay Station (AF: 259-2022) (Savannah Garland).**

Motion/Second: Olterman/Phillips, to pass:

**ORDINANCE NO. 7046**, AN ORDINANCE TO ABANDON A SECTION OF A STORMWATER SEWER EASEMENT LOCATED OFF OF TAY STATION SITUATED IN THE CITY OF KINGSFORT, TWELFTH CIVIL DISTRICT OF SULLIVAN COUNTY; 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.”

**3. Contractual Agreement with the Tennessee Department of  
Transportation for Reimbursement of Annual Operation Expenses for FY22-23 (AF:  
294-2022) (Candace Sherer).**

Motion/Second: George/Olterman, to pass:

**ORDINANCE NO. 7047**, AN ORDINANCE TO AMEND URBAN MASS TRANSIT CAPITAL/GRANT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2023; 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. Appropriate \$44,000.00 from the Tennessee Highway Safety  
Office (THSO) FY23 Grant (AF: 292-2022) (Dale Phipps).**

Motion/Second: Montgomery/George, to pass:

**ORDINANCE NO. 7048**, AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**5. Appropriate \$20,000.00 from the Tennessee Highway Safety  
Office (THSO) FY23 Coordinator Grant (AF: 293-2022) (Dale Phipps).**

Motion/Second: Duncan/Phillips, to pass:

**ORDINANCE NO. 7049**, AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2023; 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.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 18, 2022**

**6. Budget Adjustment for Various Funds in FY23 (AF: 307-2022)**  
(Chris McCartt).

Motion/Second: George/Montgomery, to pass:

**ORDINANCE NO. 7050**, AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**7. Appropriate \$7,035.00 from USDOJ/Office of Justice Program  
FY23 Bulletproof Vest Partnership Funding (AF: 310-2022) (Chief Phipps).**

Motion/Second: Montgomery/Olterman, to pass:

**ORDINANCE NO. 7051**, AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE US DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**8. Appropriate \$26,137.00 from the Department of Justice Program  
FY23 Edward Byrne Memorial Justice Assistance Grant Program (AF: 312-2022)**  
(Chief Phipps).

Motion/Second: George/Duncan, to pass:

**ORDINANCE NO. 7052**, AN ORDINANCE TO AMEND THE JUSTICE ASSISTANT GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2023; 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. Issue Purchase Order to FL Smidth for Repair of Wastewater  
Plant Centrifuge (AF: 319-2022) (Ryan McReynolds).**

Motion/Second: George/Olterman, to pass:

**Resolution No. 2023-086**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR FL SMIDTH FOR REPAIR OF THE WASTEWATER PLANT CENTRIFUGE

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 18, 2022**

**2. Award Purchase of One (1) Freightliner Articulating Brush Loader Utilizing Sourcewell Cooperative Purchasing Agreement (AF: 321-2022) (Ryan McReynolds/Steve Leonard).**

Motion/Second: Olterman/Montgomery, to pass:

**Resolution No. 2023-087**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CMI EQUIPMENT UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 040621-PII FOR ONE FREIGHTLINER ARTICULATING BRUSH LOADER FOR USE BY THE PUBLIC WORKS DEPARTMENT

Passed: All present voting “aye.”

**3. Award Purchase of One (1) CAT 420 Backhoe from the Tennessee State Contract (AF: 322-2022) (Ryan McReynolds/Steve Leonard).**

Motion/Second: Phillips/Olterman, to pass:

**Resolution No. 2023-088**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO STOWERS MACHINERY CORPORATION UTILIZING TENNESSEE STATE CONTRACT #72872 FOR ONE CAT 420 BACKHOE FOR USE BY THE WATER MAINTENANCE DEPARTMENT

Passed: All present voting “aye.”

**4. Award Purchase of One (1) Pierce Mid Mount 100’ Ladder Truck Utilizing Sourcewell Cooperative Purchasing Agreement (AF: 325-2022) (Scott Boyd/Steve Leonard).**

Motion/Second: Duncan/George, to pass:

**Resolution No. 2023-089**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO EMERGENCY VEHICLE SPECIALISTS UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 113021 FOR ONE PIERCE MID-MOUNT 100 FOOT LADDER TRUCK FOR THE KINGSPORT FIRE DEPARTMENT

Passed: All present voting “aye.”

**5. Utilize American Rescue Plan Act Funds to Enter into an Agreement with Cain Rash West for Construction Documents for the Kingsport Public Library (AF: 299-2022) (Michael Borders).**

Motion/Second: Cooper/George, to pass:

**Resolution No. 2023-090**, A RESOLUTION APPROVING AN AGREEMENT WITH CAIN RASH WEST FOR CONSTRUCTION DOCUMENTS FOR THE KINGSPORT PUBLIC LIBRARY RENOVATION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH CAIN RASH WEST AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 18, 2022**

**6. Amendment Two to Riverbend Park Redevelopment Agreement  
with KHRA for Development of Riverbend Park (AF: 320-2022) (Michael Borders).**

Motion/Second: Phillips/Olterman, to pass:

**Resolution No. 2023-091**, A RESOLUTION APPROVING AMENDMENT TWO TO THE REDEVELOPMENT AGREEMENT WITH THE KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY TO EXTEND THE DATE OF COMPLETION OF THE RIVERBEND REDEVELOPMENT DISTRICT PARK; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting “aye.”

**7. Amendment to the Redevelopment Plan for Kingsport by  
Amending the Downtown Redevelopment District Boundary (AF: 300-2022) (Chris  
McCartt/Jessica Harmon).**

Motion/Second: Duncan/Cooper, to pass:

**Resolution No. 2023-092**, A RESOLUTION APPROVING AN AMENDMENT TO THE DOWNTOWN REDEVELOPMENT DISTRICT BOUNDARY

Passed: All present voting “aye.”

**8. Approve a Lease Agreement with the Tennessee Board of  
Regents on Behalf of Tennessee College of Applied Technology at Elizabethton  
(AF: 238-2022) (Chris McCartt).**

Motion/Second: Phillips/George, to pass:

**Resolution No. 2023-093**, A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE TENNESSEE BOARD OF REGENTS ON BEHALF OF ITS TENNESSEE COLLEGE OF APPLIED TECHNOLOGY AT ELIZABETHTON AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**9. Memorandum of Understanding with the University of  
Tennessee College of Health Sciences, East Tennessee State University and Ballad  
Health to Establish a Dental Clinic in the City of Kingsport (AF: 328-2022) (Chris  
McCartt).**

Motion by: Duncan/Cooper/George and Second: Montgomery/Phillips/Olterman to pass:

**Resolution No. 2023-094**, A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF TENNESSEE COLLEGE OF HEALTH SCIENCES, EAST TENNESSEE STATE UNIVERSITY, AND BALLAD HEALTH TO ESTABLISH A DENTAL CLINIC; AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 18, 2022**

Passed: All present voting “aye.”

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

Motion/Second: George/Olterman, to adopt:

**1. Reject Bid for the Bays Mountain Fox Habitat Project** (AF: 314-2022) (Michael Borders).

**Resolution No. 2023-095**, A RESOLUTION REJECTING ALL BIDS RELATED TO THE BAYS MOUNTAIN FOX HABITAT PROJECT

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

**2. Statewide Contract with SchoolKit, LLC for the Purchase of Math Implementation Support for Kingsport City Schools** (AF: 295-2022) (David Frye).

**Resolution No. 2023-096**, A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE STATEWIDE CONTRACT WITH SCHOOLKIT, LLC IN CONNECTION WITH A MATH IMPLEMENTATION SUPPORT GRANT FOR KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE ALL 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.”

**3. Approve Issuance of Certificate of Compliance for Retail Food Stores to Sell Wine** (AF: 315-2022) (Angie Marshall).

APPROVE ISSUANCE OF CERTIFICATES OF COMPLIANCE FOR RETAIL FOOD STORES TO SELL WINE

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

**4. Agreement between Sullivan County Emergency Medical Services (SCEMS) and the City of Kingsport** (AF: 285-2022) (Terry Arnold).

**Resolution No. 2023-097**, A RESOLUTION APPROVING AN AGREEMENT WITH SULLIVAN COUNTY EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**5. Donation of the Improvement Building to the Industrial Development Board of the City of Kingsport** (AF: 316-2022) (Chris McCartt).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 18, 2022**

**Resolution No. 2023-098**, A RESOLUTION AUTHORIZING DONATION OF REAL PROPERTY COMMONLY KNOWN AS THE IMPROVEMENT BUILDING TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE QUITCLAIM DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY TO THE INDUSTRIAL DEVELOPMENT BOARD

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

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. McCartt expressed appreciation for Deputy City Manager McReynolds and other staff members, stating he was excited about the dental clinic project and the great partners involved. He also mentioned there was a good turnout by the media for the press conference downstairs earlier. He pointed out there would be many benefits to the city and the region as a result of this project.

**B. MAYOR AND BOARD MEMBERS.** Alderman Montgomery congratulated the city manager for all the work he’s done on the dental clinic project, noting it was a momentous occasion and a historic time for the city and will impact Kingsport and all of northeast Tennessee. Alderman Phillips also recognized Mr. McCartt, stating this was a big night for Kingsport and noting the significance of this partnership. He also mentioned the passing of Ralph Gilliam and former Vice-Mayor Mike McIntire. Alderman Olterman commented on the DB football team and asked citizens to come out to the games and support them. Alderman Duncan echoed the former comments recognizing Mr. McCartt and the potential for the dental school in northeast Tennessee and southwest Virginia. He also recognized Mike McIntire’s service to the community. He invited citizens this coming weekend to the Fall Festival at the Farmers Market. Lastly he mentioned the DB Band had won at the ETSU Bands of America competition and would be traveling to Minneapolis. Alderman Cooper added the band’s halftime show was unbelievable. She also mentioned the upcoming holiday season, listing several events including DKA’s Wine and Whiskey Festival and Halloween events downtown. She also commented on Mike McIntire’s service. Vice-Mayor George encouraged citizens to bring their kids out Saturday afternoon for trick or treating downtown. She also stated the dental school was a game changer, but pointed out the entire agenda had lots of good stuff on it. She noted this was one of the most important meetings since she had joined the BMA as far as what will come forth. Mayor Shull commented on the upcoming State of the City this Thursday at Meadowview.

**C. VISITORS.** None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 18, 2022**

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:55 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor





## AGENDA ACTION FORM

### Authorizing an Interlocal Agreement with Sullivan County, TN to Upgrade Waterlines in Various Locations

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

Action Form No.: AF-326-2022  
Work Session: November 1, 2022  
First Reading: November 1, 2022

Final Adoption: November 15, 2022  
Staff Work By: Chad Austin  
Presentation By: Ryan McReynolds

### Recommendation:

Approve the Resolution and the Budget Ordinance.

### Executive Summary:

Sullivan County, TN is receiving American Rescue Plan funding to distribute to utilities that serve residences throughout the county. Kingsport presented options to First Tennessee Development District for funding consideration. Working for Sullivan County, FTDD determined a plan to distribute their funds throughout the county. Kingsport was presented \$2,298,271 in funding for three areas outside city limits, but within Sullivan County. These areas are:

- a. Lakecrest Dr area (approx. 11,400 ft serving 128 properties)
- b. Gravely Rd / Thomas Addition areas (approx. 6,100 ft serving 96 properties)
- c. Fordtown Rd / Jackson Hollow Rd area (approx. 5,000 ft serving 72 properties)

The agreement will allow Sullivan County to provide funding to upgrade waterlines and place them into service. Payment will be made from Sullivan County once bids are opened for the project and the lowest compliant bidder is chosen.

Kingsport must provide matching funding of at least \$255,363 as part of the grant proposal. Since part of this project was already in our CIP we will be providing matching funds that exceed this minimum amount. Construction cost, including engineering, is estimated to be \$3,000,000.

This action will allow the City to enter into the agreement and allocate money, to be repaid by Sullivan County, to a new project within the Water Fund. Matching funding (\$701,729) is available and will be reallocated from WA2204.

### Attachments:

1. Resolution
2. Ordinance
3. Interlocal Agreement
4. Location Map
5. Letter of Support

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	—	—	—

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

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

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT  
WITH SULLIVAN COUNTY, TENNESSEE TO UPGRADE  
WATERLINES IN VARIOUS LOCATIONS, AND AUTHORIZING  
THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER  
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE  
THE PURPOSE OF THE AGREEMENT

WHEREAS, Sullivan County, Tennessee is receiving American Rescue Plan funding to distribute to utilities that serve residences throughout the county; and

WHEREAS, the city presented options to the First Tennessee Development District (FTDD) for funding consideration, and working for Sullivan County, the FTDD determined a plan to distribute their funds throughout the county; and

WHEREAS, the city was presented \$2,298,271.00 in funding for three areas outside city limits, but within Sullivan County, the areas being:

- a. Lakecrest Dr area (approx. 11,400 ft serving 128 properties)
- b. Gravely Rd / Thomas Addition areas (approx. 6,100 ft serving 96 properties)
- c. Fordtown Rd / Jackson Hollow Rd area (aprox. 5,000 ft serving 72 properties); and

WHEREAS, the interlocal agreement will allow Sullivan County to provide funding to upgrade waterlines and place them into service, for the provision of water to the areas set forth herein; and

WHEREAS, payment will be made from Sullivan County once bids are opened for the project and the lowest compliant bidder is chosen; and

WHEREAS, the construction cost, including engineering, is estimated to be \$3,000,000; and

Now therefore,

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

SECTION I. That an Interlocal Agreement with Sullivan County, Tennessee, to upgrade waterlines in various locations, 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 Interlocal Agreement with Sullivan County, Tennessee, to upgrade waterlines in various locations to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**AGREEMENT**

This Agreement is entered into this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", a municipal corporation of the state of

Tennessee, and the SULLIVAN COUNTY, TN, hereinafter referred to as "Sullivan County", a subdivision of the state of Tennessee.

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated § 7-35-416; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for the upgrade of public water service to various locations in Sullivan County.

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

**Section 1.** As a condition precedent to Sullivan County providing its obligations set out in this Agreement, Kingsport will upgrade Kingsport's water distribution system, providing adequate service for the following areas:

- a. Lakecrest Dr area (approx. 11,400 ft serving 128 properties)
- b. Gravely Rd / Thomas Addition areas (approx. 6,100 ft serving 96 properties)
- c. Fordtown Rd / Jackson Hollow Rd area (approx. 5,000 ft serving 72 properties)

Kingsport will provide a minimum of \$255,363 in matching funds to meet ARP grant funding requirements.

**Section 2.** Upon successful bid opening for this project, Sullivan County will provide \$2,298,271 of TDEC ARP grant funding to Kingsport for the following:

- a. Construction costs for work described in Section 1, along with contingency funds equaling 6% of construction costs;
- b. Engineering fees covering survey, design, and construction management totaling 14% of construction cost.

**Section 3.** The construction of water service is to be completed in early 2024. The work will be split into two projects; Lakecrest Dr area to be completed in late summer 2023 and the remainder of areas to be completed by spring 2024.

**Section 4.** This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in the state of Tennessee, and the parties will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

**Section 5.** Neither party will be liable to the other party or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe winds, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or governmental authorities' approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other party promptly of the existence and nature of the delay.

**Section 6.** In the event that any provision or portion of this Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Agreement will not affect the validity or enforceability of any other provision or portion of the Agreement.

**Section 7.** The failure of either party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement, and the continuance of such default for a period of thirty (30) days after the defaulting, party's receipt of written notice from the non-defaulting party of said failure will be a default. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties deem reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 7, and in the event either party concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this Agreement. Venue for any litigation for any dispute arising out of or related to this Agreement, which cannot promptly be resolved by negotiation, will be the state courts for Kingsport, Sullivan County, Tennessee. This Agreement will be construed under and will be governed by the laws of the state of Tennessee.

**Section 8.** Notices, statements and other communications to be given under the terms of this Agreement will be in writing and delivered by hand, sent by certified mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight delivery service, or email addressed to the parties as follows:

To Kingsport:

Assistant Utilities Director – Engineering / Operations

City of Kingsport

1113 Konnarock Rd

Kingsport, Tennessee 37664

with copy to:

City Attorney

City of Kingsport

415 Broad Street

Kingsport, Tennessee 37660

To Sullivan County:

Mayor Richard S. Venable

3411 Hwy 126, Suite 206

Blountville, TN 37617

Such notice may also be sent to such other address as is from time to time designated by the party receiving the notice. Any such notice that is sent in accordance with this Section 8 will be deemed received when hand delivery is received or refused, as shown on the return receipt if mailed or shown as delivered if sent by nationally recognized overnight delivery service.

**Section 9.** Both parties are governmental entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement will be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences will be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

**Section 10.** This Agreement, together with any other writings signed by the parties expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and this Agreement may only be modified or amended during the term only by a written non-electronic instrument that has been duly executed by the non-electronic signatures of authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original

[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 1st day of November, 2022.

---

PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER



APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY

ORDINANCE NO.

AN ORDINANCE TO AMEND THE WATER PROJECT FUND  
BUDGET FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX  
THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund budget be amended by transferring \$701,729 from the Master Water Plan Upgrades project (WA2204) to the Sullivan County Water Upgrades project (WA2304).

**Account Number/Description:**

**Water Project Fund: 451**

**Master Water Plan Upgrades (WA2204)**

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
451-0000-391.05-69 GO Bonds Series 2021	995,700	(701,729)	293,971
<b>Totals</b>	<b>995,700</b>	<b>(701,729)</b>	<b>293,971</b>

**Expenditures:**

	\$	\$	\$
451-0000-605.90-03 Improvements	995,700	(701,729)	293,971
<b>Totals</b>	<b>995,700</b>	<b>(701,729)</b>	<b>293,971</b>

**Sull Co Water Upgrades (WA2304)**

**Revenues:**

	\$	\$	\$
451-0000-368.99-00 Miscellaneous	2,298,271	0	2,298,271
451-0000-391.05-69 GO Bonds Series 2021	0	701,729	701,729
<b>Total:</b>	<b>2,298,271</b>	<b>701,729</b>	<b>3,000,000</b>

**Expenditures:**

	\$	\$	\$
451-0000-605.20-22 Construction Contracts	0	2,700,000	2,700,000
451-0000-605.20-23 Arch/Eng/Landscaping Serv	0	300,000	300,000
451-0000-605.90-03 Improvements	2,298,271	(2,298,271)	0
<b>Total:</b>	<b>2,298,271</b>	<b>701,729</b>	<b>3,000,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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

# AGREEMENT

This Agreement is entered into this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", a municipal corporation of the state of Tennessee, and the SULLIVAN COUNTY, TN, hereinafter referred to as "Sullivan County", a subdivision of the state of Tennessee.

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated § 7-35-416; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for the upgrade of public water service to various locations in Sullivan County.

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

**Section 1.** As a condition precedent to Sullivan County providing its obligations set out in this Agreement, Kingsport will upgrade Kingsport's water distribution system, providing adequate service for the following areas:

- a. Lakecrest Dr area (approx. 11,400 ft serving 128 properties)
- b. Gravely Rd / Thomas Addition areas (approx. 6,100 ft serving 96 properties)
- c. Fordtown Rd / Jackson Hollow Rd area (approx. 5,000 ft serving 72 properties)

Kingsport will provide a minimum of \$255,363 in matching funds to meet ARP grant funding requirements.

**Section 2.** Upon successful bid opening for this project, Sullivan County will provide \$2,298,271 of TDEC ARP grant funding to Kingsport for the following:

- a. Construction costs for work described in Section 1, along with contingency funds equaling 6% of construction costs;
- b. Engineering fees covering survey, design, and construction management totaling 14% of construction cost.

**Section 3.** The construction of water service is to be completed in early 2024. The work will be split into two projects; Lakecrest Dr area to be completed in late summer 2023 and the remainder of areas to be completed by spring 2024.

**Section 4.** This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in the state of Tennessee, and the parties will

collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

**Section 5.** Neither party will be liable to the other party or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe winds, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or governmental authorities' approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other party promptly of the existence and nature of the delay.

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**Section 8.** Notices, statements and other communications to be given under the terms of this Agreement will be in writing and delivered by hand, sent by certified mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight delivery service, or email addressed to the parties as follows:

To Kingsport:  
Assistant Utilities Director – Engineering / Operations  
City of Kingsport  
1113 Konnarock Rd  
Kingsport, Tennessee 37664

with copy to:

City Attorney  
City of Kingsport  
415 Broad Street  
Kingsport, Tennessee 37660

To Sullivan County:  
Mayor Richard S. Venable  
3411 Hwy 126, Suite 206  
Blountville, TN 37617

Such notice may also be sent to such other address as is from time to time designated by the party receiving the notice. Any such notice that is sent in accordance with this Section 8 will be deemed received when hand delivery is received or refused, as shown on the return receipt if mailed or shown as delivered if sent by nationally recognized overnight delivery service.

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**Section 10.** This Agreement, together with any other writings signed by the parties expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and this Agreement may only be modified or amended during the term only by a written non-electronic instrument that has been duly executed by the non-electronic signatures of authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

**SULLIVAN COUNTY, TENNESSEE**

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Richard S. Venable, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Dan Street  
Attorney for Sullivan County

**CITY OF KINGSPORT, TENNESSEE**

ATTEST:

\_\_\_\_\_  
Lisa Winkle, City Recorder

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Rodney B. Rowlett, III  
City Attorney for Kingsport



# Lakecrest Dr Area

Write a description for your map.

Legend





# Gravely Rd Area

Write a description for your map.

Legend





# Fordtown/Jackson Hollow

Write a description for your map.

Legend

Baker Bluff

Jackson Ho

Sinking Creek

Hi Dr

Hillvue Dr

5275 Ft Henry Dr

Yorktown Rd

Hall Cir

Canton Rd

Hidden Valley Rd

Canton Rd

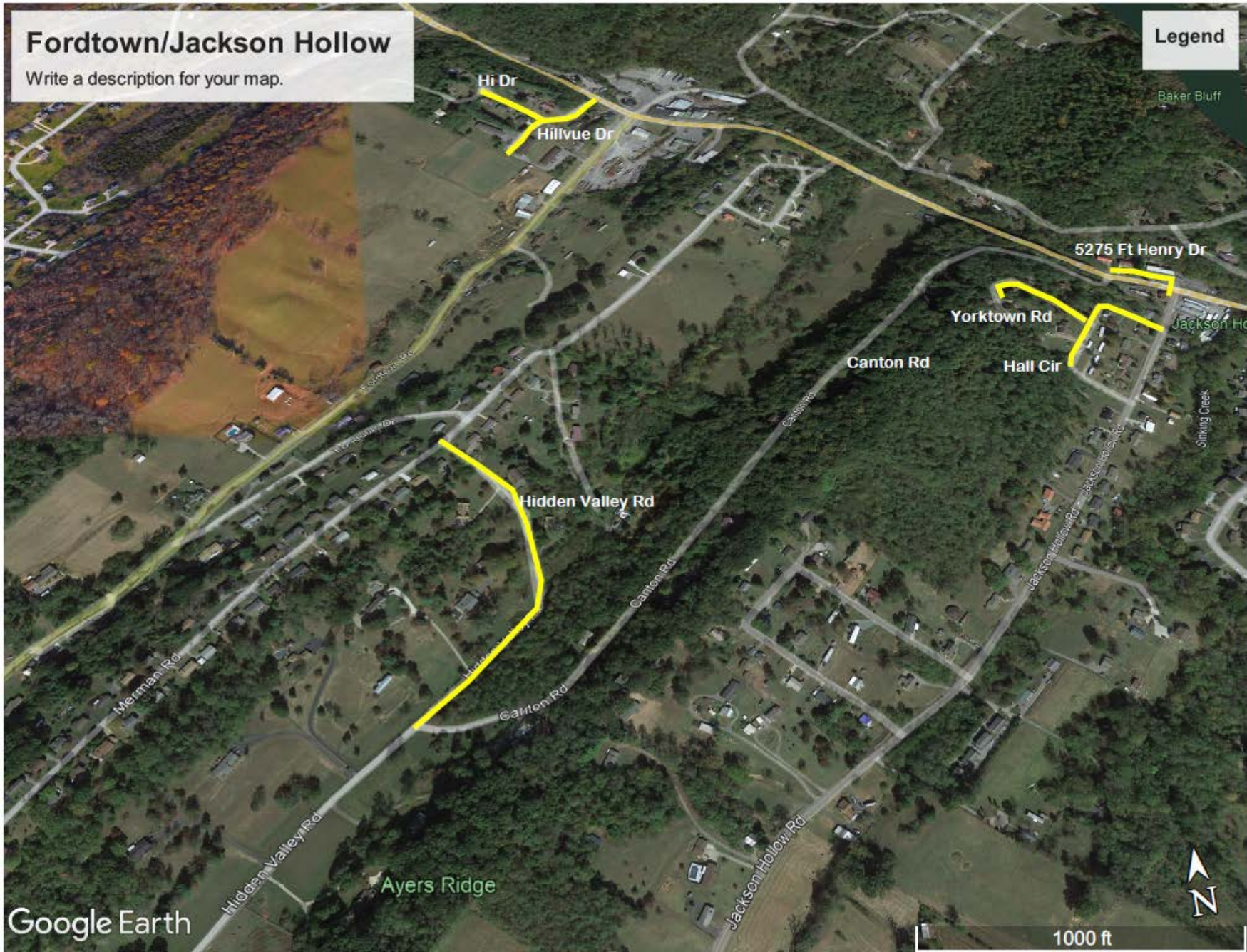
Canton Rd

Jackson Hollow Rd

Ayers Ridge

Google Earth

1000 ft





October 5, 2022

RE: TDEC ARP Funding Support

Mayor Venable: *Richard*

The City of Kingsport supports the effort of Sullivan County to apply for funding through the TDEC Water Infrastructure Grant application. The City of Kingsport accepts the County's award of \$2,298,271 and will provide the matching funds of \$255,363 to apply towards the project.

The City of Kingsport is ready and willing to assist this project to completion. Being responsible for the operation and maintenance of the system after completion, we have a direct interest in seeing a quality project from beginning to end. We understand that any expenditures in excess of the awarded \$2,298,271 will be covered by the City of Kingsport.

Thank you for your consideration of the TDEC ARP application. Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Patrick W. Shull".

Patrick W. Shull  
COL USA (Ret)  
Mayor, City of Kingsport

NE/drm





## AGENDA ACTION FORM

### Budget Adjustment Ordinance for Various Funds in FY23

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

Action Form No.: AF-331-2022  
 Work Session: November 1, 2022  
 First Reading: November 1, 2022

Final Adoption: November 15, 2022  
 Staff Work By: John Morris  
 Presentation By: Chris McCartt

### Recommendation:

Approve the Ordinance.

### Executive Summary:

The General Projects-Special Revenue Fund is being increased by appropriating \$73,505 from the General Fund to the Sidewalk Imp project (NC2302).

The General Project Fund is being increased by accepting a donation from the Bays Mountain Park Association in the amount of \$250,000 to the BMP Nature Center Project (GP2215), by returning \$73,505 to the General Fund from the AEP Sidewalk Improvements project (GP2015), and by exchanging \$300,000 in ARPA funding from the Library Renovations project (GP2300) to the Street Resurfacing project (GP2033) and by transferring \$300,000 in bond money from the Street Resurfacing project (GP2033) to the Library Renovations project (GP2300). Closes GP2015.

The Water Project Fund is being amended by transferring \$60,000 from the Main Street Waterline Replacement project (WA1901) to the Master Plan Water Upgrades project (WA2204).

The Stormwater Project Fund is being amended by transferring \$303,493 from the Rosehaven Court Stormwater Upgrades project (ST2109) to the Reservoir Road Stormwater Upgrades project (ST2108). Closes ST2109.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *PM*

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

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS  
FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Projects-Special Revenue Fund be increased by appropriating \$73,505 from the General Fund to the Sidewalk Imp project (NC2302).

SECTION II. That the General Project Fund be increased by accepting a donation from the Bays Mountain Park Association in the amount of \$250,000 to the BMP Nature Center Project (GP2215), by returning \$73,505 to the General Fund from the AEP Sidewalk Improvements project (GP2015), and by transferring \$300,000 in ARPA funding from the Library Renovations project (GP2300) to the Street Resurfacing project (GP2033) and by transferring \$300,000 in bond money from the Street Resurfacing project (GP2033) to the Library Renovations project (GP2300). Close GP2015.

SECTION III. That the Water Project Fund be amended by transferring \$60,000 from the Main Street Waterline Replacement project (WA1901) to the Master Plan Water Upgrades project (WA2204).

SECTION IV. That the Stormwater Project Fund be amended by transferring \$303,493 from the Rosehaven Court Stormwater Upgrades project (ST2109) to the Reservoir Road Stormwater Upgrades project (ST2108). Close ST2109.

**Account Number/Description:**

**General Projects-Special Revenue Fund: 111**

**Sidewalk Imp (NC2302)**

**Revenues:**

111-0000-391.01-00 From General Fund

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	255,000	73,505	328,505
<b>Total:</b>	<b>255,000</b>	<b>73,505</b>	<b>328,505</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	255,000	73,505	328,505
<b>Total:</b>	<b>255,000</b>	<b>73,505</b>	<b>328,505</b>

**Account Number/Description:****General Project Fund: 311****BMP Nature Center (GP2215)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-391.62-00 Bays Mtn Park Comm Fund	750,000	250,000	1,000,000
<b>Total:</b>	<b>750,000</b>	<b>250,000</b>	<b>1,000,000</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	750,000	250,000	1,000,000
<b>Total:</b>	<b>750,000</b>	<b>250,000</b>	<b>1,000,000</b>

**AEP Sidewalk Improvements (GP2015)****Revenues:**

	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-364.20-00 From Corporations	127,760	0	127,760
311-0000-368.10-66 Series 2019 GO Improvment	30,382	0	30,382
311-0000-368.21-01 Premium From Bond Sale	2,382	0	2,382
311-0000-391.01-00 From General Fund	498,579	(73,505)	425,074
<b>Totals:</b>	<b>659,103</b>	<b>(73,505)</b>	<b>585,598</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	288,952	(54,334)	234,618
311-0000-601.90-06 Purchases \$5,000 & Over	370,151	(19,171)	350,980
<b>Totals:</b>	<b>659,103</b>	<b>(73,505)</b>	<b>585,598</b>

**Street Resurfacing (GP2033)****Revenues:**

	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	0	300,000	300,000
311-0000-337.52-10 FHWA/TN FHWA 80%	2,000,000	0	2,000,000
311-0000-368.10-55 Series 2017 A GO Bonds	64,000	(64,000)	0
311-0000-368.10-56 GO Bonds Series 2018 A	246,569	(236,000)	10,569
311-0000-368.10-66 Series 2019 GO Improvment	172,411	0	172,411
311-0000-368.21-01 Premium From Bond Sale	17,020	0	17,020
<b>Totals:</b>	<b>2,500,000</b>	<b>0</b>	<b>2,500,000</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	247,000	0	247,000
311-0000-601.90-01 Land	25,000	0	25,000
311-0000-601.90-03 Improvements	2,228,000	0	2,228,000
<b>Totals:</b>	<b>2,500,000</b>	<b>0</b>	<b>2,500,000</b>



**Library Renovations (GP2300)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	5,178,444	(300,000)	4,878,444
311-0000-368.10-55 Series 2017 A GO Bonds	0	64,000	64,000
311-0000-368.10-56 GO Bonds Series 2018 A	0	236,000	236,000
<b>Total:</b>	<b>5,178,444</b>	<b>0</b>	<b>5,178,444</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	4,932,044	0	4,932,044
311-0000-601.20-23 Arch/Eng/Landscaping Serv	246,400	0	246,400
<b>Total:</b>	<b>5,178,444</b>	<b>0</b>	<b>5,178,444</b>

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

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-4804-481.70-35 To Gen Proj-Special Rev	6,402,035	(73,505)	6,328,530
110-4804-481.70-36 To General Project Fund	134,052	73,505	207,557
<b>Total:</b>	<b>6,536,087</b>	<b>0</b>	<b>6,536,087</b>

**Account Number/Description:****Fund 451: Water Project Fund****Main St Waterline Replacement (WA1901)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
451-0000-391.05-47 Series 2017 B GO Bonds	17,829	0	17,829
451-0000-391.05-48 GO Bonds Series 2018 B	1,149,252	0	1,149,252
451-0000-391.05-56 Series 2019 GO Improve	103,899	0	103,899
451-0000-391.05-69 GO Bonds Series 2021	5,044	0	5,044
451-0000-391.45-00 From Water Fund	488,976	(60,000)	428,976
<b>Total:</b>	<b>1,765,000</b>	<b>(60,000)</b>	<b>1,705,000</b>

**Expenditures:**

	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping	60,000	(60,000)	0
451-0000-605.90-01 Land	2,000	0	2,000
451-0000-605.90-03 Improvements	1,703,000	0	1,703,000
<b>Total:</b>	<b>1,765,000</b>	<b>(60,000)</b>	<b>1,705,000</b>

**Master Water Plan Upgrades (WA2204)****Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
451-0000-391.05-69 GO Bonds Series 2021	995,700	0	995,700
451-0000-391.45-00 From Water Fund	0	60,000	60,000
<b>Totals</b>	<b>995,700</b>	<b>60,000</b>	<b>1,055,700</b>

**Expenditures:**

	\$	\$	\$
451-0000-605.90-03 Improvements	995,700	60,000	1,055,700
<b>Totals</b>	<b>995,700</b>	<b>60,000</b>	<b>1,055,700</b>

**Account Number/Description:****Stormwater Project Fund:457****Reservoir Rd Storm Upgrades (ST2108)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	10,000	303,493	313,493
<b>Total:</b>	<b>10,000</b>	<b>303,493</b>	<b>313,493</b>

**Expenditures:**

	\$	\$	\$
457-0000-622.20-23 Arch/Eng/Landscaping Serv	0	27,493	27,493
457-0000-622.90-01 Land	10,000	276,000	286,000
<b>Total:</b>	<b>10,000</b>	<b>303,493</b>	<b>313,493</b>

**Rosehaven Ct Storm Upgrades (ST2109)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	308,647	(303,493)	5,154
<b>Total:</b>	<b>308,647</b>	<b>(303,493)</b>	<b>5,154</b>

**Expenditures:**

	\$	\$	\$
457-0000-622.20-23 Arch/Eng/Landscaping	58,647	(58,647)	0
457-0000-622.90-03 Improvements	250,000	(244,846)	5,154
<b>Total:</b>	<b>308,647</b>	<b>(303,493)</b>	<b>5,154</b>

**Account Number/Description:**

**Bays Mt Park Comm Fund: 612**

**Revenues:**

612-0000-364.30-00 From Non-Profit Groups

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b>\$</b>	<b>\$</b>	<b>\$</b>
0	250,000	250,000
<b>0</b>	<b>250,000</b>	<b>250,000</b>

**Expenditures:**

612-4530-473.70-36 To General Project Fund

***Totals:***

<b>\$</b>	<b>\$</b>	<b>\$</b>
0	250,000	250,000
<b>0</b>	<b>250,000</b>	<b>250,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



## AGENDA ACTION FORM

### Approve the Tennessee Commission on Aging Grant and Appropriate the Funds

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

Action Form No.: AF-311-2023  
 Work Session: October 17, 2022  
 First Reading: October 18, 2022

Final Adoption: November 1, 2022  
 Staff Work By: Shirley Buchanan  
 Presentation By: Michael Borders

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

If approved the Kingsport Senior Center will accept two grants totaling \$16,000 from the Tennessee Commission on Aging.

TCAD has awarded the Kingsport Senior Center two \$8,000 competitive grant awards for the Main site and the Lynn View site. Each site will use the \$8,000 to purchase exercise equipment.

As part of this year's state budget, the Tennessee General Assembly allocated \$1,000,000 for senior centers across the state and tasked TCAD with developing a competitive process to distribute the funds.

Following the Commission's application deadline on August 5, 2022, TCAD received a total of 135 applications representing 89 of Tennessee's 95 counties. The Kingsport Senior Center main site and the Lynn View site were selected as two of the 125 centers that met the competitive benchmarks.

No matching funds are required for these grants.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *gm*

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

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE GENERAL PROJECTS-SPECIAL REVENUE FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Projects-Special Revenue Fund be increased by appropriating an \$8,000 grant from the Tennessee Commission on Aging and Disability to the TCAD Main Site project (NC2311) and an \$8,000 grant from the Tennessee Commission on Aging and Disability to the TCAD Lynn View Site project (NC2312).

**Account Number/Description:**

**General Projects-Special Revenue Fund: 111**

**TCAD Main Site (NC2311)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	0	8,000	8,000
<b>Total:</b>	<b>0</b>	<b>8,000</b>	<b>8,000</b>

**Expenditures:**

111-0000-601.30-20 Operating Supplies & Tool	0	8,000	8,000
<b>Total:</b>	<b>0</b>	<b>8,000</b>	<b>8,000</b>

**TCAD Lynn View Site (NC2312)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	0	8,000	8,000
<b>Total:</b>	<b>0</b>	<b>8,000</b>	<b>8,000</b>

**Expenditures:**

111-0000-601.30-20 Operating Supplies & Tool	0	8,000	8,000
<b>Total:</b>	<b>0</b>	<b>8,000</b>	<b>8,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



## AGENDA ACTION FORM

### Amend the FY 2023 the General Purpose School Fund and the General Project Fund Budgets

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

Action Form No.: AF-323-2022  
 Work Session: October 17, 2022  
 First Reading: October 18, 2022

Final Adoption: November 1, 2022  
 Staff Work By: David Frye  
 Presentation By: David Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The Board of Education approved fiscal year 2023 budget amendment number four at their meeting on October 11, 2022. This amendment increases the General Purpose School Fund budget by \$855,351. The estimated revenue for Other Local Revenues is being increased by \$17,172. These funds are from a donation from the John Adams PTO to fund playground improvements at Adams Elementary School. The estimated revenue for Fund Balance Appropriations is being increased by \$838,159 to fund the renovations of the gym facilities and the former Sullivan North High School. These funds will be added to the project to fund HVAC and lighting improvements.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Jm*

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

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



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

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Other Local Revenue by \$17,192 and the estimated revenue for Fund Balance Appropriations by \$838,159. The expenditure budget will be amended by increasing the appropriations Adams Other Equipment by \$17,192 and for Fund Transfers by \$838,159. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the Sullivan North Renovation project (GP1733) by \$838,159.

**Fund 141: General Purpose School Fund**

<b><u>Revenues:</u></b>	\$	\$	\$
141-0000-369-4990 Other Local Revenue	800,000	17,192	817,192
141-0000-392-0100 Fund Balance Appropriations	5,893,633	838,159	6,731,792
<b>Totals</b>	<b>6,693,633</b>	<b>855,351</b>	<b>7,548,984</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
141-7612-871-0790 Adams – Other Equipment	8,525	17,192	25,717
141-7950-881-0590 Fund Transfers	3,186,599	838,159	4,024,758
<b>Totals</b>	<b>3,195,124</b>	<b>855,351</b>	<b>4,050,475</b>

**Fund 311: General Project Fund**

**Sullivan North Renovation Project (GP1733)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-361-1050 School Bond Interest	679,792	0	679,792
311-0000-391-2100 Transfer from School Fund	2,276,599	838,159	3,114,758
311-0000-391-2150 Sullivan Co School Bonds	2,365,050	0	2,365,050
<b>Total:</b>	<b>5,321,441</b>	<b>838,159</b>	<b>6,159,600</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	3,996,441	838,159	4,834,600
311-0000-601-2023 Architect/Engineering Serv	1,325,000	0	1,325,000
<b>Total:</b>	<b>5,321,441</b>	<b>838,159</b>	<b>6,159,600</b>

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

ATTEST:

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
RODNEY B. ROWLETT, City Attorney

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

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



## AGENDA ACTION FORM

### Amend the FY 2023 the School Special Projects Fund Budget

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

Action Form No.: AF-324-2022  
 Work Session: October 17, 2022  
 First Reading: October 18, 2022

Final Adoption: November 1, 2022  
 Staff Work By: David Frye  
 Presentation By: David Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The Board of Education approved fiscal year 2023 budget amendment number four at their meeting on October 11, 2022. This amendment increases the School Special Projects Fund budget by \$166,000, for a revised total of \$1,429,100. The estimated revenue for Other Local Revenue is being increased by \$166,000. The appropriations for Sullivan County Health Department Grant is being increased by \$166,000. These are funds that the Sullivan County Health Department has received from the Federal Epidemiology Grant and will be used for supplies, equipment, and professional development by Kingsport City Schools Health Services.

#### Attachments:

1. Ordinance

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	—	—	—

# ORDINANCE NO. \*\*\*\*

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2023 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2023 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
CSH023 Coordinated School Health	100,000	0	100,000
DBE023 DB Excel STEM Grant	20,000	0	20,000
FRC023 Family Resource Center	29,612	0	29,612
HAG023 Homeless Assistance	55,000	0	55,000
KTIP23 Kingsport Truancy Intervention	53,720	0	53,720
PK5123 Pre-K Expansion Grant System-Wide	676,900	0	676,900
SSA023 Safe Schools Act	115,000	0	115,000
SCHD23 Sullivan Co Health Department Grant	0	166,000	166,000
WASH23 Washington STEM Grant	20,000	0	20,000
Transfer from General School Fund	201,868	0	201,868
<b><u>Totals:</u></b>	<b><u>1,263,100</u></b>	<b><u>166,000</u></b>	<b><u>1,429,100</u></b>

<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	776,203	0	776,203
Support Services	486,897	166,000	652,897
Non-Instructional Services	0	0	0
Capital Outlay	0	0	0
Other	0	0	0
<b><u>Totals:</u></b>	<b><u>1,263,100</u></b>	<b><u>166,000</u></b>	<b><u>1,429,100</u></b>

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

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING:  
PASSED ON 2ND READING:  
City of Kingsport, Tennessee



## AGENDA ACTION FORM

### **Budget Adjustment Ordinance for Various Funds in FY23**

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

Action Form No.: AF-308-2022  
Work Session: October 17, 2022  
First Reading: October 18, 2022

Final Adoption: November 1, 2022  
Staff Work By: Morris  
Presentation By: McCartt

### **Recommendation:**

Approve the Ordinance.

### **Executive Summary:**

The General Fund is being increased by appropriating \$3,500,000 to the From Fund Balance Appropriations line (110-0000-392.01-00) and to the KCVB Downtown Promotions line (110-1005-405.80-99) in the amount of \$115,000 for the Downtown Concert Series and Fourth of July Celebration Concert, to the To General Proj-Special Rev line (110-4804-481.70-35) in the amount of \$2,860,000 to cover various projects, to the To General Project Fund line (110-4804-481.70-36) in the amount of \$134,052 to cover various projects, to the To UMTA Fund line (110-4804-481.70-13) in the amount of \$42,125 to cover matching funds for a Transit grant from TDOT, to the Performance Bonus line (110-4806-481.10-92) in the amount of \$300,000 to cover upcoming Christmas Bonuses, and to the Miscellaneous line (110-4810-481.20-99) in the amount of \$48,823 to replace funds used for landscaping along I-26 and for the purchase of the Barking Lot.

Executive Summary continued,

### **Attachments:**

1. Executive Summary Continued
2. Ordinance

Funding source appropriate and funds are available: *jm*

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

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

The General Projects-Special Revenue Fund is being increased by appropriating \$2,860,000 from the General Fund to the General Projects project (NC2100) in the amount of \$225,000, to the Fire SCBA Equipment project (NC2215) in the amount of \$125,000, to the Fire Equipment project (NC2216) in the amount of \$150,000, to the Allandale Improvements project (NC2217) in the amount of \$180,000, to the Facilities Improvements project (NC2221) in the amount of \$300,000, to the Street Resurfacing project (NC2300) in the amount of \$850,000, to the Building Demolition project (NC2313) in the amount of \$150,000, to the Patton Store Demolition project (NC2314) in the amount of \$100,000, to the Wetland Mitigation project (NC2316) in the amount of \$480,000, by transferring \$401,624 from the Local Roads project (NC2206), \$300,000 from the Parks ADA project (NC2207), \$2,800 from the Overhead Harness System project (NC2209), \$80,000 from the Broadband Study project (NC2212), and \$143,094 from the ARPA Community Grants project (NC2213) for a total of \$927,518 in ARPA Funds to the Street Resurfacing project (NC2300), by transferring a total of \$927,518 in General Fund cash to the Local Roads project (NC2206) in the amount of \$401,624, to the Parks ADA project (NC2207) in the amount of \$300,000, to the Broadband Study project (NC2212) in the amount of \$80,000, and to the Farmers Mkt Imp project (NC2247) in the amount of \$145,894, and by appropriating a \$250,000 grant from the State of Tennessee to the Miracle Field Debt Reduction project (NC2317).

The Urban Mass Transit Assistance Fund is being increased by appropriating a grant from TDOT in the amount of \$660,500 and matching funds from the General Fund in the amount of \$250,000 to the Transit CARES Grant project (FTA022).

The General Project Fund is being increased by appropriating \$134,052 from the General Fund to the Skate Park project (GP2105) in the amount of \$132,130, to the Pickleball project (GP2109) in the amount of \$1,922 and by appropriating \$5,178,462 in ARPA Funds to the Library Renovations project (GP2300).

The Aquatic Center Fund is being increased by appropriating \$150,000 to the Fund Bal Appropriations line (419-0000-392.01-00) and \$150,000 to the Miscellaneous line (419-5019-501.20-99) for various equipment purchases vital to the operation of our pools.

The Water Project Fund is being increased by appropriating grant funds received from Washington County to the Washington County Water Extensions project (WA2303) in the amount of \$2,300,000, and by appropriating grant funds received from Sullivan County to the Sullivan County Water Upgrades project (WA2304) in the amount of \$2,298,271.

The Sewer Project Fund is being increased by increasing the Washington County grant allocation for the Valley Brook Sewer Extension project (SW2303) by \$515,000, and by transferring \$155,063 from the WWTP MMC Replacements project (SW1800) and \$53,353 from the Lift Station Bypass Pumps project (SW2007) for a total of \$208,416 to the WWTP Equipment project (SW2305).

ORDINANCE NO.

AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS  
FOR THE YEAR ENDING JUNE 30, 2023; 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 be increased by appropriating \$3,500,000 to the From Fund Balance Appropriations line (110-0000-392.01-00) and to the KCVB Downtown Promotions line (110-1005-405.80-99) in the amount of \$115,000 for the Downtown Concert Series and Fourth of July Celebration Concert, to the To General Proj-Special Rev line (110-4804-481.70-35) in the amount of \$2,860,000 to cover various projects, to the To General Project Fund line (110-4804-481.70-36) in the amount of \$134,052 to cover various projects, to the Performance Bonus line (110-4806-481.10-92) in the amount of \$352,128 to cover upcoming Christmas Bonuses, and to the Miscellaneous line (110-4810-481.20-99) in the amount of \$38,820 to replace funds used for landscaping along I-26 and for the purchase of the Barking Lot.

SECTION II. That the General Projects-Special Revenue Fund be increased by appropriating \$2,860,000 from the General Fund to the General Projects project (NC2100) in the amount of \$225,000, to the Fire SCBA Equipment project (NC2215) in the amount of \$125,000, to the Fire Equipment project (NC2216) in the amount of \$150,000, to the Allandale Improvements project (NC2217) in the amount of \$180,000, to the Facilities Improvements project (NC2221) in the amount of \$300,000, to the Street Resurfacing project (NC2300) in the amount of \$850,000, to the Building Demolition project (NC2313) in the amount of \$150,000, to the Patton Store Demolition project (NC2314) in the amount of \$100,000, Tri-City Linen Demolition project (NC2315) in the amount of \$300,000, and to the Wetland Mitigation project (NC2316) in the amount of \$480,000; by transferring a total of \$927,518 in General Fund cash to the Local Roads project (NC2206) in the amount of \$401,624, to the Parks ADA project (NC2207) in the amount of \$300,000, to the Broadband Study project (NC2212) in the amount of \$80,000, and to the Farmers Mkt Imp project (NC2247) in the amount of \$145,894; by transferring ARPA Funds in the amount of \$401,624 from the Local Roads project (NC2206), \$300,000 from the Parks ADA project (NC2207), \$2,800 from the Overhead Harness System project (NC2209), \$80,000 from the Broadband Study project (NC2212), and \$143,094 from the ARPA Community Grants project (NC2213) for a total of \$927,518 to the Street Resurfacing project (NC2300); and by appropriating a \$250,000 grant from the State of Tennessee to the Miracle Field Debt Reduction project (NC2317).

SECTION III. That the Urban Mass Transit Assistance Fund be increased by appropriating a grant from TDOT in the amount of \$660,500 and matching funds from the General Fund in the amount of \$365,000 to the Transit CARES Grant project (FTA022).

SECTION IV. That the General Project Fund be increased by appropriating \$134,052 from the General Fund to the Skate Park project (GP2105) in the amount of \$132,130, to the Pickleball project (GP2109) in the amount of \$1,922, and by appropriating \$5,178,462 in ARPA Funds to the Library Renovations project (GP2300).

SECTION V. That the Aquatic Center Fund be increased by appropriating \$150,000 to the Fund Bal Appropriations line (419-0000-392.01-00) and \$150,000 to the Miscellaneous line (419-5019-501.20-99) for various equipment purchases vital to the operation of our pools.



SECTION VI. That the Water Project Fund be increased by appropriating grant funds received from Washington County to the Washington County Water Extensions project (WA2303) in the amount of \$2,300,000, and by appropriating grant funds received from Sullivan County to the Sullivan County Water Upgrades project (WA2304) in the amount of \$2,298,271. Close WA2007.

SECTION VII. That the Sewer Project Fund be increased by increasing the Washington County grant allocation for the Valley Brook Sewer Extension project (SW2303) by \$515,000, and by transferring \$155,063 from the WWTP MMC Replacements project (SW1800) and \$53,353 from the Lift Station Bypass Pumps project (SW2007) for a total of \$208,416 to the WWTP Equipment project (SW2305).

**Account Number/Description:**

**General Fund: 110**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-0000-392.01-00 Fund Bal Appropriations	345,719	3,500,000	3,845,719
<b>Total:</b>	<b>345,719</b>	<b>3,500,000</b>	<b>3,845,719</b>

**Expenditures:**

	\$	\$	\$
110-1005-405.80-99 KCVB Downtown Promotions	0	115,000	115,000
110-4804-481.70-35 To Gen Proj-Special Rev	3,542,035	2,860,000	6,402,035
110-4804-481.70-36 To General Project Fund	0	134,052	134,052
110-4806-481.10-92 Performance Bonus	0	352,128	352,128
110-4810-481.20-99 Miscellaneous	0	38,820	38,820
<b>Total:</b>	<b>3,542,035</b>	<b>3,500,000</b>	<b>7,042,035</b>

**Account Number/Description:**

**General Projects-Special Revenue Fund: 111**

**General Projects (NC2100)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-391.01-00 From General Fund	785,120	225,000	1,010,120
<b>Total:</b>	<b>785,120</b>	<b>225,000</b>	<b>1,010,120</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	62,923	36,513	99,436
111-0000-601.90-01 Land	33,550	0	33,550
111-0000-601.90-03 Improvements	688,647	188,487	877,134
<b>Total:</b>	<b>785,120</b>	<b>225,000</b>	<b>1,010,120</b>

**Fire SCBA Equipment (NC2215)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	464,625	0	464,625
111-0000-391.01-00 From General Fund	0	125,000	125,000
<b>Total:</b>	<b>464,625</b>	<b>125,000</b>	<b>589,625</b>

**Expenditures:**

111-0000-601.90-04 Equipment	\$ 464,625	\$ 125,000	\$ 589,625
<b>Total:</b>	<b>464,625</b>	<b>125,000</b>	<b>589,625</b>

**Fire Equipment (NC2216)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	295,856	0	295,856
111-0000-391.01-00 From General Fund	0	150,000	150,000
<b>Total:</b>	<b>295,856</b>	<b>150,000</b>	<b>445,856</b>

**Expenditures:**

111-0000-601.90-04 Equipment	\$ 295,856	\$ 150,000	\$ 445,856
<b>Total:</b>	<b>295,856</b>	<b>150,000</b>	<b>445,856</b>

**Allandale Improvements (NC2217)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	285,000	0	285,000
111-0000-391.01-00 From General Fund	0	180,000	180,000
<b>Total:</b>	<b>285,000</b>	<b>180,000</b>	<b>465,000</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts	\$ 250,000	\$ 190,606	\$ 440,606
111-0000-601.20-23 Arch/Eng/Landscaping Serv	10,000	5,388	15,388
111-0000-601.90-04 Equipment	25,000	(15,994)	9,006
<b>Total:</b>	<b>295,856</b>	<b>180,000</b>	<b>465,000</b>

**Facilities Improvements (NC2221)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-391.01-00 From General Fund	305,000	300,000	605,000
<b>Total:</b>	<b>305,000</b>	<b>300,000</b>	<b>605,000</b>

**Expenditures:**

111-0000-601.90-03 Improvements	\$ 305,000	\$ 300,000	\$ 605,000
<b>Total:</b>	<b>305,000</b>	<b>300,000</b>	<b>605,000</b>

**Street Resurfacing (NC2300)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	0	927,518	927,518
111-0000-391.01-00 From General Fund	2,785,000	(77,518)	2,707,482
<b>Total:</b>	<b>2,785,000</b>	<b>850,000</b>	<b>3,635,000</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	2,200,000	850,000	3,050,000
111-0000-601.20-23 Arch/Eng/Landscaping Serv	585,000	0	585,000
<b>Total:</b>	<b>2,785,000</b>	<b>850,000</b>	<b>3,635,000</b>

**Building Demolition (NC2313)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-391.01-00 From General Fund	0	150,000	150,000
<b>Total:</b>	<b>0</b>	<b>150,000</b>	<b>150,000</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	0	150,000	150,000
<b>Total:</b>	<b>0</b>	<b>150,000</b>	<b>150,000</b>

**Patton Store Demolition (NC2314)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-391.01-00 From General Fund	0	100,000	100,000
<b>Total:</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	0	100,000	100,000
<b>Total:</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>

**Tri-City Linen Demolition (NC2315)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-391.01-00 From General Fund	0	300,000	300,000
<b>Total:</b>	<b>0</b>	<b>300,000</b>	<b>300,000</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	0	300,000	300,000
<b>Total:</b>	<b>0</b>	<b>300,000</b>	<b>300,000</b>

**Wetland Mitigation (NC2316)****Revenues:**

111-0000-391.01-00 From General Fund

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	0	480,000	480,000
<b>Total:</b>	<b>0</b>	<b>480,000</b>	<b>480,000</b>

**Expenditures:**

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

	\$	\$	\$
	0	480,000	480,000
<b>Total:</b>	<b>0</b>	<b>480,000</b>	<b>480,000</b>

**Local Roads (NC2206)****Revenues:**

111-0000-331.95-00 American Rescue Plan Act

111-0000-391.01-00 From General Fund

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	414,083	(401,624)	12,459
	0	401,624	401,624
<b>Total:</b>	<b>414,083</b>	<b>0</b>	<b>414,083</b>

**Expenditures:**

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

	\$	\$	\$
	414,083	0	414,083
<b>Total:</b>	<b>414,083</b>	<b>0</b>	<b>414,083</b>

**Parks ADA (NC2207)****Revenues:**

111-0000-331.95-00 American Rescue Plan Act

111-0000-391.01-00 From General Fund

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

**Expenditures:**

111-0000-601.20-22 Construction Contracts

	\$	\$	\$
	300,000	0	300,000
<b>Total:</b>	<b>300,000</b>	<b>0</b>	<b>300,000</b>

**Overhead Harness System (NC2209)****Revenues:**

111-0000-331.95-00 American Rescue Plan Act

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	30,000	(2,800)	27,200
<b>Total:</b>	<b>30,000</b>	<b>(2,800)</b>	<b>27,200</b>

**Expenditures:**

111-0000-601.90-04 Equipment

	\$	\$	\$
	30,000	(2,800)	27,200
<b>Total:</b>	<b>30,000</b>	<b>(2,800)</b>	<b>27,200</b>

**Broadband Study (NC2212)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	80,000	(80,000)	0
111-0000-391.01-00 From General Fund	0	80,000	80,000
<b>Total:</b>	<b>80,000</b>	<b>0</b>	<b>80,000</b>

**Expenditures:**

111-0000-601.20-23 Arch/Eng/Landscaping Serv	80,000	0	80,000
<b>Total:</b>	<b>80,000</b>	<b>0</b>	<b>80,000</b>

**ARPA Community Grants (NC2213)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	500,000	(143,094)	356,906
<b>Total:</b>	<b>500,000</b>	<b>(143,094)</b>	<b>356,906</b>

**Expenditures:**

111-0000-601.40-23 Grants	500,000	(143,094)	356,906
<b>Total:</b>	<b>500,000</b>	<b>(143,094)</b>	<b>356,906</b>

**Farmers Mkt Imp (NC2247)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-391.01-00 From General Fund	183,063	145,894	328,957
<b>Total:</b>	<b>183,063</b>	<b>145,894</b>	<b>328,957</b>

**Expenditures:**

111-0000-601.90-03 Improvements	183,063	145,894	328,957
<b>Total:</b>	<b>183,063</b>	<b>145,894</b>	<b>328,957</b>

**Miracle Field Debt Reduction (NC2317)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	0	250,000	250,000
<b>Total:</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>

**Expenditures:**

111-0000-601.40-23 Grants	0	250,000	250,000
<b>Total:</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>

**Account Number/Description:****Urban Mass Transit Fund: 123****FY22 Operations Grant (FTA022)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	0	0	0
123-0000-332.90-00 Dept of Transportation	3,772,674	660,500	4,433,174
123-0000-365.20-09 Bus Fares TN-90-X150	100,000	0	100,000
123-0000-365.21-00 ADA Paratransit	65,000	0	65,000
123-0000-368.15-00 Rental of Land & Building	140,000	0	140,000
123-0000-391.01-00 From General Fund	541,925	365,000	906,925
<b><i>Totals:</i></b>	<b>4,619,599</b>	<b>1,025,500</b>	<b>5,645,099</b>

**Expenditures:**

	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	2,211,727	515,000	2,726,727
123-5901-602.10-11 Overtime	113,447	40,000	153,447
123-5901-602.10-20 Social Security	167,670	40,000	207,670
123-5901-602.10-30 Group Health Insurance	316,475	40,000	356,475
123-5901-602.10-41 TCRS Retirement	181,412	30,000	211,412
123-5901-602.10-43 ICMA Retirement	121,722	20,000	141,722
123-5901-602.10-50 Life Insurance	3,942	1,000	4,942
123-5901-602.10-52 Long Term Disability Ins	3,991	1,000	4,991
123-5901-602.10-60 Workmen's Compensation	5,770	2,000	7,770
123-5901-602.10-61 Unemployment Insurance	3,000	1,000	4,000
123-5901-602.20-10 Advertising & Publication	5,000	0	5,000
123-5901-602.20-11 Printing & Binding	19,250	10,000	29,250
123-5901-602.20-20 Professional/Consultant	57,000	4,400	61,400
123-5901-602.20-21 Accounting & Auditing	6,000	0	6,000
123-5901-602.20-30 Electric Service	51,200	20,000	71,200
123-5901-602.20-33 Water and Sewer	6,000	0	6,000
123-5901-602.20-34 Telephone	15,600	0	15,600
123-5901-602.20-36 Natural Gas	7,267	2,000	9,267
123-5901-602.20-40 Travel Expense	17,400	0	17,400

123-5901-602.20-41	Registration Fees/ Tuition	7,800	0	7,800
123-5901-602.20-42	Personal Vehicle Reimburs	600	0	600
123-5901-602.20-43	Dues & Memberships	27,000	13,500	40,500
123-5901-602.20-44	Literature/ Subscriptions	4,200	2,100	6,300
123-5901-602.20-45	Training	7,800	0	7,800
123-5901-602.20-52	Medical Services	2,100	0	2,100
123-5901-602.20-54	Machinery/ Equip Rental	15,686	6,000	21,686
123-5901-602.20-55	Repairs & Maintenance	56,400	0	56,400
123-5901-602.20-56	Repairs & Maint-Vehicles	710,000	275,000	985,000
123-5901-602.20-69	Stormwater Fee Expense	3,637	0	3,637
123-5901-602.20-75	Temporary Employees	11,600	0	11,600
123-5901-602.20-99	Miscellaneous	347,004	0	347,004
123-5901-602.30-10	Office Supplies	13,500	0	13,500
123-5901-602.30-11	Postage	1,500	0	1,500
123-5901-602.30-12	Food	3,300	0	3,300
123-5901-602.30-20	Operating Supplies & Tool	23,100	0	23,100
123-5901-602.30-22	Maintenance Supplies	18,200	0	18,200
123-5901-602.30-26	Sign Parts & Supplies	3,900	0	3,900
123-5901-602.30-29	Clothing & Uniforms	15,600	0	15,600
123-5901-602.30-44	Motor Pool Charges	1,200	0	1,200
123-5901-602.30-68	Covid-19	7,729	0	7,729
123-5901-602.40-68	Covid-19	7,690	0	7,690
123-5901-602.50-10	Buildings	6,180	0	6,180
123-5901-602.50-26	Vehicle Ins Chgd by FLM	10,000	2,500	12,500
123-5902-602.20-56	Repair & Maint-Vehicles	0	0	0
<b>Totals:</b>		<b>3,453,974</b>	<b>1,025,500</b>	<b>5,645,099</b>

**Account Number/Description:****General Project Fund: 311****Skate Park (GP2105)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-368.10-56 GO Bonds Series 2018A	48,210	0	48,210
311-0000-368.21-01 Premium From Bond Sale	1,790	0	1,790
311-0000-391.01-00 From General Fund	2,135,289	132,130	2,267,419
<b>Total:</b>	<b>2,185,289</b>	<b>132,130</b>	<b>2,317,419</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	0	79,138	79,138
311-0000-601.90-03 Improvements	2,185,289	52,992	2,238,281
<b>Total:</b>	<b>2,185,289</b>	<b>132,130</b>	<b>2,317,419</b>



**Pickleball (GP2109)****Revenues:**

311-0000-391.01-00 From General Fund

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	75,000	1,922	76,922
<b>Total:</b>	<b>75,000</b>	<b>1,922</b>	<b>76,922</b>

**Expenditures:**

311-0000-601.20-23 Arch/Eng/Landscaping Serv

311-0000-601.90-03 Improvements

	\$	\$	\$
	0	10,574	10,574
	75,000	(8,652)	66,348
<b>Total:</b>	<b>2,185,289</b>	<b>1,922</b>	<b>76,922</b>

**Library Renovations (GP2300)****Revenues:**

311-0000-331.95-00 American Rescue Plan Act

**Total:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	0	5,178,444	5,178,444
<b>Total:</b>	<b>0</b>	<b>5,178,444</b>	<b>5,178,444</b>

**Expenditures:**

311-0000-601.20-22 Construction Contracts

311-0000-601.20-23 Arch/Eng/Landscaping Serv

**Total:**

	\$	\$	\$
	0	4,932,044	4,932,044
	0	246,400	246,400
<b>Total:</b>	<b>0</b>	<b>5,178,444</b>	<b>5,178,444</b>

**Account Number/Description:****Aquatic Center Fund: 419****Revenues:**

419-0000-392.01-00 Fund Bal Appropriations

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	63,378	150,000	213,378
<b>Total:</b>	<b>63,378</b>	<b>150,000</b>	<b>213,378</b>

**Expenditures:**

419-5019-501.20-99 Miscellaneous

	\$	\$	\$
	40,490	150,000	190,490
<b>Total:</b>	<b>40,490</b>	<b>150,000</b>	<b>190,490</b>

**Account Number/Description:**



**Water Project Fund: 451****Wash Co Water Ext (WA2303)****Revenues:**

451-0000-333.77-00 Washington County

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

**Expenditures:**

451-0000-605.90-03 Improvements

	\$	\$	\$
	0	2,300,000	2,300,000
<b>Total:</b>	<b>0</b>	<b>2,300,000</b>	<b>2,300,000</b>

**Sull Co Water Upgrades (WA2304)****Revenues:**

451-0000-368.99-00 Miscellaneous

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	2,298,271	2,298,271
<b>Total:</b>	<b>0</b>	<b>2,298,271</b>	<b>2,298,271</b>

**Expenditures:**

451-0000-605.90-03 Improvements

	\$	\$	\$
	0	2,298,271	2,298,271
<b>Total:</b>	<b>0</b>	<b>2,298,271</b>	<b>2,298,271</b>

**Account Number/Description:****Sewer Project Fund: 452****Valley Brook Sewer Ext (SW2303)****Revenues:**

452-0000-331.32-00 Federal Revenue ARC

452-0000-333.77-45 Valley Brook Sewer Ext

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	350,000	0	350,000
	485,000	515,000	1,000,000
<b>Total:</b>	<b>835,000</b>	<b>515,000</b>	<b>1,350,000</b>

**Expenditures:**

452-0000-606.90-26 Sewer Extensions

	\$	\$	\$
	835,000	515,000	1,350,000
<b>Total:</b>	<b>835,000</b>	<b>515,000</b>	<b>1,350,000</b>

**WWTP MMC Replacements (SW1800)****Revenues:**

452-0000-391.05-47 Series 2017 B GO Bonds

452-0000-391.05-56 Series 2019 GO Improvement

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	2,340,000	0	2,340,000
	687,000	(155,063)	531,937
<b>Total:</b>	<b>3,027,000</b>	<b>(155,063)</b>	<b>2,871,937</b>

**Expenditures:**

452-0000-606.20-23 Arch/Eng/Landscaping Serv

452-0000-605.90-03 Improvements

	\$	\$	\$
	1,015,136	(654,000)	361,136
	2,011,864	498,937	2,510,801
<b>Total:</b>	<b>3,027,000</b>	<b>(155,063)</b>	<b>2,871,937</b>

**Lift Station Bypass Pumps (SW2007)**

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
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<b><u>Revenues:</u></b>	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvement	90,000	(53,353)	36,647
<b>Total:</b>	<b>90,000</b>	<b>(53,353)</b>	<b>36,647</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
452-0000-606.90-04 Equipment	90,000	(53,353)	36,647
<b>Total:</b>	<b>90,000</b>	<b>(53,353)</b>	<b>36,647</b>

<b><u>WWTP Equipment (SW2305)</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvement	0	208,416	208,416
<b>Total:</b>	<b>0</b>	<b>208,416</b>	<b>208,416</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
452-0000-606.90-04 Equipment	0	208,416	208,416
<b>Total:</b>	<b>0</b>	<b>208,416</b>	<b>208,416</b>

SECTION VIII. 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:

\_\_\_\_\_  
RODNEY B. ROWLETT III, City Attorney

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



## AGENDA ACTION FORM

### **Approving an Amendment to the Professional Services Agreement with Barge Design Solutions, Inc. for the Reedy Creek Trunk Sewer Improvements Phase 2 Project**

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

Action Form No.: AF-327-2022  
Work Session: November 1, 2022  
First Reading: N/A

Final Adoption: November 1, 2022  
Staff Work By: W. Stallard, C. Austin  
Presentation By: Ryan McReynolds

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Preliminary engineering has been completed on the Reedy Creek Trunk Sewer Improvements – Phase 2 project and the City now needs to move into the detailed design phase. This phase will include the geotechnical investigation, detailed and final design of the entire trunkline, and permitting. The cost for this phase of engineering is \$999,000 and will be an amendment to the original contract with Barge.

The Reedy Creek Trunk Sewer Improvements– Phase 2 project is a continuation of our efforts to carry out the key aspects of the Wastewater System Master Plan developed in 2009. This project will include approximately 22,800 linear feet beginning at Lovedale Drive ending upstream to the west side of John B. Dennis Highway (SR 93) and will increase capacity while reducing infiltration and inflow with new infrastructure.

The 2009 Wastewater System Master Plan was developed in response to the capacity assurance requirement of the 2005 Consent Order between the TDEC and the City. Through this master planning process, it was determined that replacement/upgrade of the trunk sewer in the Reedy Creek Sewer Basin was necessary to alleviate the effects of inflow and infiltration into the sewer system. During heavy rain events the Reedy Creek Basin is a key area that experiences sanitary sewer overflows. These overflows are violations of our NPDES permit.

Funding is available and identified in SW2205.

#### **Attachments:**

1. Resolution
2. Proposal
3. Location Map

Funding source appropriate and funds are available: *MC*

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	—	—	—
Oltzman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC. FOR THE REEDY CREEK TRUNK SEWER IMPROVEMENTS PHASE 2 PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on November 17, 2020, the board approved a resolution (Resolution No. 2021-093) authorizing the mayor to sign a professional services agreement with Barge Designs, Inc., for the preliminary design services, field survey, and schematic design services for the Reedy Creek Trunk Sewer Improvements– Phase 2 Project; and

WHEREAS, this project involves approximately 22,800 linear feet of pipe beginning at Lovedale Drive ending upstream to the west side of John B. Dennis Highway (SR 93), and will increase capacity while reducing infiltration and inflow with new infrastructure; and

WHEREAS, preliminary engineering has been completed and the City now needs to move into the detailed design phase; which includes geotechnical investigation, detailed and final design of the entire trunkline, and permitting, which requires an amendment to the agreement.

WHEREAS, the estimated cost of this phase of the project is \$999,000.00 and funds are available in SW2205.

Now therefore,

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

SECTION I. That an amendment to the professional services agreement with Barge Designs, Inc., for the detailed design phase; which includes the geotechnical investigation, detailed and final design of the entire trunkline, and permitting for the Reedy Creek Trunk Sewer Improvements– Phase 2 Project in the amount of \$999,000.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the professional services agreement with Barge Designs, Inc., for the detailed design phase; which includes the geotechnical investigation, detailed and final design of the entire trunkline, and permitting for the Reedy Creek Trunk Sewer Improvements– Phase 2 Project in the amount of \$999,000.00, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

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

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

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

ADOPTED this the 1st day of November, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

Barge Design Solutions, Inc. (Barge) is proposing the following scope of services for the City of Kingsport (City) to provide geotechnical investigations, environmental permitting, easement document preparation, detailed and final design services for the Reedy Creek Trunk Sewer Improvements, in accordance with the Professional Services Agreement (Agreement). The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Project Schedule
- IV. Compensation
- V. Additional Services

#### **I. Project Description**

The Reedy Creek Trunk Sewer Improvements project is located in the northern portion of the City of Kingsport's wastewater collection system. The purpose of the project is to increase capacity while reducing infiltration and inflow with new infrastructure. The project begins at the former lift station site at Lovedale Drive near its intersection with W. Sullivan Street. The upstream end of the proposed sewer is the west side of John B. Dennis Highway. The existing gravity trunk sewer system consists of parallel pipes that traverse along Reedy Creek through a mix of commercial, residential and undeveloped areas, each increasing in size as additional flows are added. The proposed trunk sewer is 21,000 linear feet and requires rehabilitation of existing mains and side line connections as described in the Preliminary Engineering Report – Reedy Creek Trunk Sewer Improvements Phase 2 by Barge Design Solutions, Inc. dated July 15, 2021.

This detailed design phase will provide intermediate and final design services for the entire trunk sewer alignment. Sealed construction documents suitable for bidding are not included in the scope of services.

#### **II. Scope of Services**

The scope of services is summarized into the following major tasks:

- Task 1 – Geotechnical Investigation
- Task 2 – Detailed and Final Design
- Task 3 – Permitting

The following sections provide a description of the purpose, activities, and deliverables anticipated for each of the tasks. Throughout the following tasks, Barge will manage the activities of our staff and subconsultants, coordinate monthly status meetings with City staff, and submit monthly invoices with updated schedules and cost projections as applicable.

### **Task 1 – Geotechnical Investigation**

A geotechnical investigation will be conducted and used for two primary purposes. Findings will be used as information for the design (in terms of component placement, trenchless design, Opinion of Probable Construction Cost (OPCC) refinement, etc.) and will also be used as a supplement to the construction documents for bidders to review while preparing their bid packages.

#### **Geotechnical Investigation**

- The standard "design-phase" geotechnical study of the 21,000 linear feet corridor will be performed in this phase, which will also be documented in report-format. This study will include the following general elements:
  - Review (a) available published geologic maps, (b) USDA Soil-Survey maps, and (c) other available geotechnical data of the area.
  - Conduct a site reconnaissance of proposed trenchless crossings to identify features of potential relevance to subsurface conditions.
  - Conduct up to 37 borings with Standard Penetration Testing. The proposed plan is based on our current knowledge of the project corridor and is based on our opinion of what would constitute adequate coverage for a subsurface investigation for this type and size of project.
  - The borings will be advanced by augers to auger refusal, estimated at 25 feet or less.
  - At 13 locations which coincide with potential trenchless crossings, an additional 19 borings will be taken which include rock core samples will be obtained to 15 feet beyond refusal. At least one NX size rock core will be advanced at each of the trenchless crossings.
  - Hollow stem rotary test soil borings will be advanced with Dynamic Cone Penetrometer testing to auger refusal at difficult to access locations.
  - Temporary groundwater monitoring will be installed at each boring location to measure 24- and 48-hour ground water levels.
  - A test boring record will be prepared for each boring location describing the consistency of soil encountered, bedrock description, and groundwater conditions.



- Laboratory and field testing will include soil shear strength, in-situ moisture content, soil classification, soil gradation, Atterberg limits, rock strength and durability
- A geotechnical evaluation and analysis of the available data will be conducted to provide recommendations concerning site preparation methods, excavation and boring considerations, and below grade wall lateral pressures.
- A geotechnical report will present project data, soil boring records, rock descriptions, groundwater levels, site observations, laboratory test results, and recommendations.

#### **Task 1 Deliverables**

The following deliverables will be provided as part of this task:

- Final geotechnical report

#### **Task 1 Assumptions**

The following assumptions are applicable to the above scope of services:

- Barge will have access to the site and adjoining areas, as required.

### **Task 2 - Detailed and Final Design**

#### **Detailed Design**

Detailed design of the trunk sewer between W. Sullivan Street to John B. Dennis Highway will consist of the following tasks:

- The full plan and profile of the new sewer will be developed for the 21,000 linear feet project extents.
- Side line connections and rehabilitation of existing pipes to maintain collection system connectivity will be shown in plan view.
- Creek and road crossings will be detailed.
- Technical specifications will be assembled.
- Utility relocation plans and details will be developed.
- Sediment and erosion control plans and details will be prepared.
- Permit applications in Task 3 will be submitted for City review.
- Construction phasing plan will be developed.
- The OPCC will be updated.
- The construction schedule will be updated.
- The risk register will be updated.



- Barge will conduct an intermediate workshop with City's personnel to review the work products. A meeting summary from the workshop will be submitted to the City. The objective of the workshop will be to discuss the detailed design; to present conclusions and recommendations; and to achieve consensus from the City on the design details. Barge will prepare an agenda for the workshop and a summary of the decisions reached during the workshop, including supporting documentation, and submit it to the attendees for comment.

#### **Trenchless Design**

- We will perform an evaluation of the trenchless technology alternatives for 13 major road and creek crossings between W. Sullivan Street and John B. Dennis Highway and present recommendations in the intermediate design workshop and shown on the detailed design submittal. The shaft and trenchless alignment will be assessed for impact on utilities and adjacent structures, access, and constructability to determine a preferred method. A geotechnical baseline report (GBR) will be developed for the road crossings. Recommendations will be provided for groundwater control, bracing and shoring, rock removal, blasting, and instrumentation and monitoring plan.

#### **Final Design**

After review of the detailed design submittal and workshop, comments from City and permitting agencies will be addressed in the final design documents. The final design between W. Sullivan Street to John B. Dennis Highway will include:

- Final design plans and specifications
- Updated construction phasing plan
- Updated OPCC
- Updated estimated construction schedule
- Barge will conduct a workshop with City's personnel to review the work products. Barge will prepare an agenda for the workshop and meeting minutes to the attendees for comment.

#### **Task 2 Deliverables**

The following deliverables will be provided as part of this task:

- Detailed design submittal
- Detailed design workshop summary
- Final design submittal

- Final design workshop summary

### **Task 2 Assumptions**

The following assumptions are applicable to the above scope of services:

- The City's procurement and General Conditions will be used in the bid documents.
- Temporary and permanent easement descriptions and drawings are not included in the scope of services.
- Traffic control plans for roadway crossings and greenbelt are not included in the scope of services.
- Bypass pumping plans are not included in the scope of services. A bypass pumping specification of minimum requirements will be included however.
- Vacuum potholing and other subsurface location of existing utilities are not included in the scope of services.
- The City understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's OPCC is made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.
- Construction documents suitable for bidding the initial phase of the project are not included in the scope of services.

### **Task 3 – Permitting**

The following permitting tasks will be conducted for the 21,000 linear feet trunk sewer alignment unless specifically noted otherwise:

#### **Clean Water Act (CWA) 401/404 Permitting**

- The construction of the proposed project will result in unavoidable impacts along jurisdictional streams and wetlands (aquatic resources) and will require 401 and 404 authorizations.
- Barge will prepare an Individual Aquatic Resource Alteration Permit (ARAP) application requesting authorization from the Tennessee Department of Environment and Conservation (TDEC) for the project.

- Barge will prepare a United States Army Corps of Engineers (USACE) Nationwide Permit (NWP) #58 for Utility Line Activities for Water and Other Substances application for the project.
- Once the TDEC Individual Permit and USACE NWP requests are submitted, Barge will contact the respective agency project managers and track the permitting progress.

### **Task 3 Deliverables**

The following deliverables will be provided as part of this task:

- TDEC Individual ARAP/401 application
- USACE NWP #58 (Utility Line Activities for Water and Other Substances) application

### **Task 3 Assumptions**

The following assumptions are applicable to the above scope of services:

- Barge will have access to the site and adjoining areas, as required.
- Permitting fees will be paid by the City.
- The TDEC Hydrologic Determination (HD) Report concurrence letter dated May 9, 2022 and the USACE Preliminary Jurisdictional Determination (PJD) application concurrence letter dated May 13, 2022 have been provided from the regulatory agencies to the City and the City has returned the associated USACE agreement form.
- The Tennessee Rapid Assessment Methodology (TRAM) that assesses the quality and resource value of wetlands and the Tennessee Stream Quantification Tool (TN SQT) have already been performed as part of the HD and PJD.
- Barge assumes the proposed activities will be covered under the TDEC Individual ARAP/401 and USACE Nationwide Permit #58 (Utility Line Activities for Water and Other Substances).
- It is assumed the activity does not result in the loss of greater than ½-acre of waters of the United States for each single and complete project. Barge assumes that compensatory mitigation or a 12-step mitigation plan will not be required by TDEC and/or USACE to authorize the proposed scope.

- The permitting scope assumes the City will take responsibility for any application, public notice, or compensatory mitigation fees as required.
- Barge will make one round of revisions based on TDEC/USACE comments and submit the final documents.
- An Environmental Assessment (EA) in accordance with National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act and Section 7 of the Endangered Species Act is excluded from the scope of services.
- Threatened/endangered species surveys including bat acoustical or mist net surveys, fish sweeps, and/or macroinvertebrate/crayfish/mussel surveys will not be required.
- Based on the proposed construction activities, it is anticipated that no air quality or noise assessments will be needed and are thus not included.
- Cultural and archaeological resources surveys are excluded from the proposed scope. The extent of these services that may be required will not be clearly defined until after NWP and 404 submittal and USACE guidance is provided, and can be defined and provided as additional services at that time.
- It is assumed that additional public involvement activities, beyond the initial TDEC or USACE comment period, are not required. Barge is available to assist with public involvement activities as additional services if requested.
- No permits or approvals with Tennessee Valley Authority (TVA) are included in this scope of services.
- The TDEC Stormwater Pollution Prevention Plan (SWPPP) Construction General Stormwater Permit application is not included in the scope of services.
- TDEC Division of Water Resources for authorization to construct for the initial construction phase is not included in the scope of services as it must be accompanied with sealed construction documents.

### III. Project Schedule

The preliminary project schedule is shown in the table below.

Tasks	Duration
Task 1 – Geotechnical Investigation	4 months
Task 2 – Detailed and Final Design	8 months
Task 3 – Permitting	6-10 months

### IV. Compensation

The cost to complete the scope of work as defined in the tasks above is provided in the fee summary table below. City agrees to pay Barge a Not to Exceed Fee of \$999,000 to complete the scope of work as defined above. Subconsultants will be billed monthly on a Lump Sum percent complete basis for fees presented with asterisk below. The budget status will be summarized monthly in our progress report and invoice submittal.

**Fee Summary Table**

Items	Fee Type	Fee Amount
A. Task 1 – Geotechnical Investigation*	Lump Sum	\$130,800
B. Task 2 – Detailed and Final Design	Hourly – Not to Exceed	\$274,594
C. Task 2 - Trenchless Detailed Design**	Lump Sum	\$574,106
D. Task 3 – Permitting	Hourly – Not to Exceed	\$19,500
TOTAL		\$999,000

\* Cross Engineering, LLC is \$130,800 of this item.

\*\* McMillan Jacobs Associates is \$574,106 of this item.

### V. Additional Services

Additional engineering support services, including but not limited to the items listed below, can be provided upon request and approval of detailed scope and fee by the City.

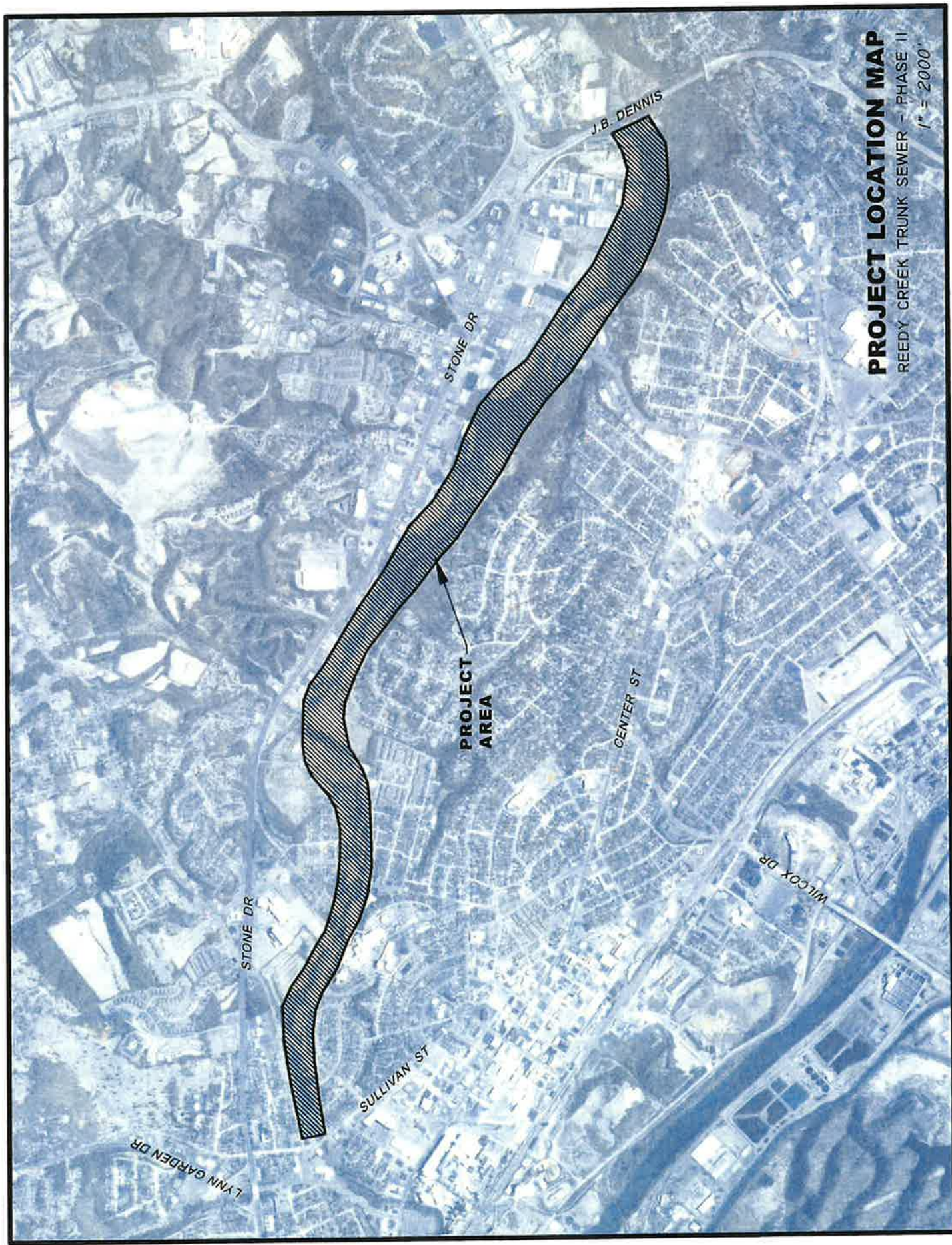
- Additional meetings with local, State, or Federal agencies to discuss the Project beyond those indicated in the Basic Services.
- NEPA EA
- Cultural and archaeological resources surveys
- Appearances at public hearings or before special boards, except as specifically indicated in the Basic Services.
- Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
- Special consultants or independent professional associates, other than those indicated in the scope above, that are requested or authorized by the City.
- Support services in connection with public information/relations activity as requested by the City.
- Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review.
- Services of a qualified appraiser to appraise the property or rights-of-way and easements to be acquired, and to meet and negotiate with the property owners.
- Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, City's schedule, character of construction, or method of financing; design changes initiated by the City after City's acceptance of milestone reviews; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
- Involvement with and responding to a formal Value Engineering review conducted by a third party. Revisions of design, drawings, and specifications arising from the formal third-party Value Engineering review which cause changes in the general scope,



extent or character of the Project, including but not limited to changes in size, complexity, City's schedule, character of construction, or method of financing.

- Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
- Providing stream or wetland compensatory mitigation plans.
- Providing construction surveys and staking; and providing other special field surveys.
- All review or permit fees charged by the State or other agencies are not included in the basic compensation and will be paid directly by the City.
- Providing permitting assistance beyond the level of effort outlined in Basic Services.
- Preparing Bidding Documents or Contract Documents.
- Providing Bid Phase Services.
- Providing Construction Phase Services and/or Resident Project Representative Services.
- Other services performed or furnished by Engineer not otherwise provided for in this Agreement.









## AGENDA ACTION FORM

### Ratifying the Mayor's Signature to Apply and Receive American Recovery Plan Grant through the Tennessee Department of Environment and Conservation

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

Action Form No.: AF-330-2022  
 Work Session: November 1, 2022  
 First Reading: N/A

Final Adoption: November 1, 2022  
 Staff Work By: Niki Ensor  
 Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

The State of Tennessee dedicated \$1.35 billion of their share of American Rescue Plan (ARP) funds to water, wastewater and stormwater infrastructure projects to eligible cities and counties. The City of Kingsport is eligible for \$6,955,643. The grant includes a minimum co-funding requirement based on Ability to Pay Index- 15% for Kingsport. In anticipation of receiving this grant funding, several projects were included in the FY23 Capital Improvements Plan.

City staff reviewed possible projects based on TDEC state goals and priority areas outlined in Tennessee's Water Infrastructure Investment Plan.

The following table includes the projects staff have chosen to include in our application for grant funding. We will use these grant funds to leverage existing funds and support many projects in all three utilities. These projects were already on our list of projects for CIP funding in the future.

Continued next page.

#### Attachments:

1. Executive Summary Continued
2. Resolution
3. ARP Letter of Support

Funding source appropriate and funds are available: *Jm*

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

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

AF: 330-2022  
Continued Executive Summary  
November 1, 2022

	<b>Grant</b>	<b>Match</b>	<b>Total</b>
Stormwater Mapping	\$ 612,000	\$ 108,000	\$ 720,000
Stormwater Planning Services	\$ 35,493	\$ 5,324	\$ 40,817
Stormwater Master Plan	\$ 150,000	\$ 22,500	\$ 172,500
Water Intake Screens	\$ 1,600,000	\$ 500,000	\$ 2,100,000
AMI Meter Purchase FY24	\$ 2,000,000	\$ 300,000	\$ 2,300,000
Water Valve Assessment and Maintenance	\$ 750,000	\$ 112,500	\$ 862,500
South Fork Basin Study	\$ 161,500	\$ 28,500	\$ 190,000
Sewer Vactor Dewatering Pad	\$ 400,000	\$ 60,000	\$ 460,000
Garden Dr / Industry Dr I&I Upgrades	\$ 1,246,650	\$ 1,753,350	\$ 3,000,000
	<b>\$ 6,955,643</b>	<b>\$ 2,890,174</b>	<b>\$ 9,845,817</b>

Board action will allow the Mayor to sign all necessary documents to apply for and receive grant funding from TDEC through their share of the American Rescue Plan funds.

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

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR A STATE WATER INFRASTRUCTURE GRANT THROUGH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANT

WHEREAS, the State of Tennessee dedicated \$1.35 billion of its share of American Rescue Plan (ARP) funds to water, wastewater and stormwater infrastructure projects to eligible cities and counties of which the City of Kingsport is eligible for \$6,955,643.00; and

WHEREAS, the grant includes a minimum co-funding requirement based on an Ability to Pay Index which for Kingsport equates to a 15% match; and

WHEREAS, in anticipation of receiving this grant funding, several projects were included in the FY23 Capital Improvements Plan; and

WHEREAS, city staff reviewed possible projects based on Tennessee Department of Environment and Conservation state goals and priority areas outlined in Tennessee's Water Infrastructure Investment Plan and have developed a list of various projects in all three utilities that were on a list of city projects for CIP funding in the future.

Now therefore,

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

SECTION I. That the application and letter of support submitted on November 1, 2022, for a State Water Infrastructure Grant through the Tennessee Department of Environment and Conservation is ratified, including the execution of the same by Mayor Patrick W. Shull.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a State Water Infrastructure Grant through the Tennessee Department of Environment and Conservation, to deliver the necessary documents 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 grant application 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 this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of November, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY





October 18, 2022

RE: TDEC ARP Funding

To Whom It May Concern:

On behalf of the City of Kingsport, I am pleased to submit an application for American Recovery Fund Grant. The City of Kingsport is applying for \$6,955,643.00 grant and will provide the necessary 15% co-matching funds required. We appreciate the State's effort in supporting water, wastewater and stormwater projects.

Thank you for your consideration of the TDEC ARP application.

Sincerely,

A handwritten signature in blue ink that reads "Patrick W. Shull".

Patrick W. Shull  
COL USA (Ret)  
Mayor, City of Kingsport



## AGENDA ACTION FORM

### An Interlocal Agreement with Washington County, Tennessee to Extend Waterlines at Various Locations in Washington County

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

Action Form No.: AF-304-2022  
 Work Session: November 1, 2022  
 First Reading: N/A

Final Adoption: November 1, 2022  
 Staff Work By: H. Darby, C. Austin  
 Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Washington County, TN has for the past several years been very interested in extending water service to unserved customers within their county. Their Water Task Force has identified areas throughout the county where water is not available. Four areas have been identified within Kingsport's service area:

- a. Deakins Rd from Logan's Chapel Rd to Painter Rd (approx. 7,400 ft)
- b. Double Springs Rd from SR 93 to Lady Ln (approx. 9,400 ft)
- c. Hunt Rd from Fordtown Rd to Harmony Farms Dr (approx. 4,200 ft)
- d. Link Rd from Fordtown Rd to I-81 (approx. 2,100 ft)

The agreement will allow Washington County to pay City to construct the waterlines and place them into service. Payment will be made from Washington County once bids are opened for the project and the lowest compliant bidder is chosen. Construction cost, including engineering, is estimated to be \$2,300,000.

This action will allow the City to enter into the agreement and allocate money, to be repaid by Washington County, to a new project within the Water Fund.

#### Attachments:

1. Resolution
2. Location Map
3. Letter of Support

Funding source appropriate and funds are available: *CM*

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

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

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

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT  
WITH WASHINGTON COUNTY, TENNESSEE TO INSTALL  
WATERLINES IN VARIOUS LOCATIONS, AND AUTHORIZING  
THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER  
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE  
THE PURPOSE OF THE AGREEMENT

WHEREAS, Washington County, Tennessee would like to extend the water service to unserved customers within their county; and

WHEREAS, Washington County's Water Task Force has identified areas throughout the county within Kingsport's service area where water is not available, four of which are as follows:

- a. Deakins Rd from Logan's Chapel Rd to Painter Rd (approx. 7,400 ft)
- b. Double Springs Rd from SR 93 to Lady Ln (approx. 9,400 ft)
- c. Hunt Rd from Fordtown Rd to Harmony Farms Dr (approx. 4,200 ft)
- d. Link Rd from Fordtown Rd to I-81 (approx. 2,100 ft); and

WHEREAS, the interlocal agreement will allow Washington County to pay the city to construct the waterlines and place them into service for the provision of water to the areas set forth herein; and

WHEREAS, payment will be made from Washington County once bids are opened for the project and the lowest compliant bidder is chosen.

WHEREAS, construction cost, including engineering, is estimated to be \$2,300,000.

Now therefore,

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

SECTION I. That an Interlocal Agreement with Washington County, Tennessee, to upgrade waterlines in various locations, 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 Interlocal Agreement with Washington County, Tennessee to upgrade waterlines in various locations to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**AGREEMENT**

This Agreement is entered into this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", a municipal corporation of the state of Tennessee, and the WASHINGTON COUNTY, TN, hereinafter referred to as "Washington County", a subdivision of the state of Tennessee.

**WITNESSETH:**

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated § 7-35-416; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for the extension of public water service to various locations in Washington County.

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

**Section 1.** As a condition precedent to Washington County providing its obligations set out in this Agreement, Kingsport will extend or upgrade Kingsport's water distribution system, providing adequate service for the following areas:

- a. Deakins Rd from Logan's Chapel Rd to Painter Rd (approx. 7,400 ft)
- b. Double Springs Rd from SR 93 to Lady Ln (approx. 9,400 ft)
- c. Hunt Rd from Fordtown Rd to Harmony Farms Dr (approx. 4,200 ft)
- d. Link Rd from Fordtown Rd to I-81 (approx. 2,100 ft)

**Section 2.** Upon successful bid opening for this project, Washington County will provide funds to Kingsport for the following:

- a. Construction costs for work described in Section 1, along with contingency funds equaling 6% of construction costs;
- b. Engineering fees covering survey, design, and construction management totaling 14% of construction cost;
- c. Any funds not used for the work described in Section 1 will be returned to Washington County within 60 days of close out of project with contractor.

**Section 3.** The construction of water service is to be completed in approximately 12 months from notice to proceed from lowest compliant bidder.

**Section 4.** This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in the state of Tennessee, and the parties will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

**Section 5.** Neither party will be liable to the other party or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe winds, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or governmental authorities' approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other party promptly of the existence and nature of the delay.

**Section 6.** In the event that any provision or portion of this Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Agreement will not affect the validity or enforceability of any other provision or portion of the Agreement.

**Section 7.** The failure of either party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement, and the continuance of such default for a period of thirty (30) days after the defaulting, party's receipt of written notice from the non-defaulting party of said failure will be a default. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties deem reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 7, and in the event either party concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this Agreement. Venue for any litigation for any dispute arising out of or related to this Agreement, which cannot promptly be resolved by negotiation, will be the state courts for Kingsport, Sullivan County, Tennessee. This Agreement will be construed under and will be governed by the laws of the state of Tennessee.

**Section 8.** Notices, statements and other communications to be given under the terms of this Agreement will be in writing and delivered by hand, sent by certified mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight delivery service, or email addressed to the parties as follows:

To Kingsport:

Assistant Utilities Director – Engineering / Operations

City of Kingsport

1113 Konnarock Rd

Kingsport, Tennessee 37664

with copy to:

City Attorney  
City of Kingsport  
415 Broad Street  
Kingsport, Tennessee 37660  
To Washington County:  
Mayor Joe Grandy  
110 E. Main Street  
Jonesborough, TN 37659

Such notice may also be sent to such other address as is from time to time designated by the party receiving the notice. Any such notice that is sent in accordance with this Section 8 will be deemed received when hand delivery is received or refused, as shown on the return receipt if mailed or shown as delivered if sent by nationally recognized overnight delivery service.

**Section 9.** Both parties are governmental entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement will be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences will be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

**Section 10.** This Agreement, together with any other writings signed by the parties expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and this Agreement may only be modified or amended during the term only by a written non-electronic instrument that has been duly executed by the non-electronic signatures of authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

[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 1st day of November, 2022.

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

ATTEST:

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

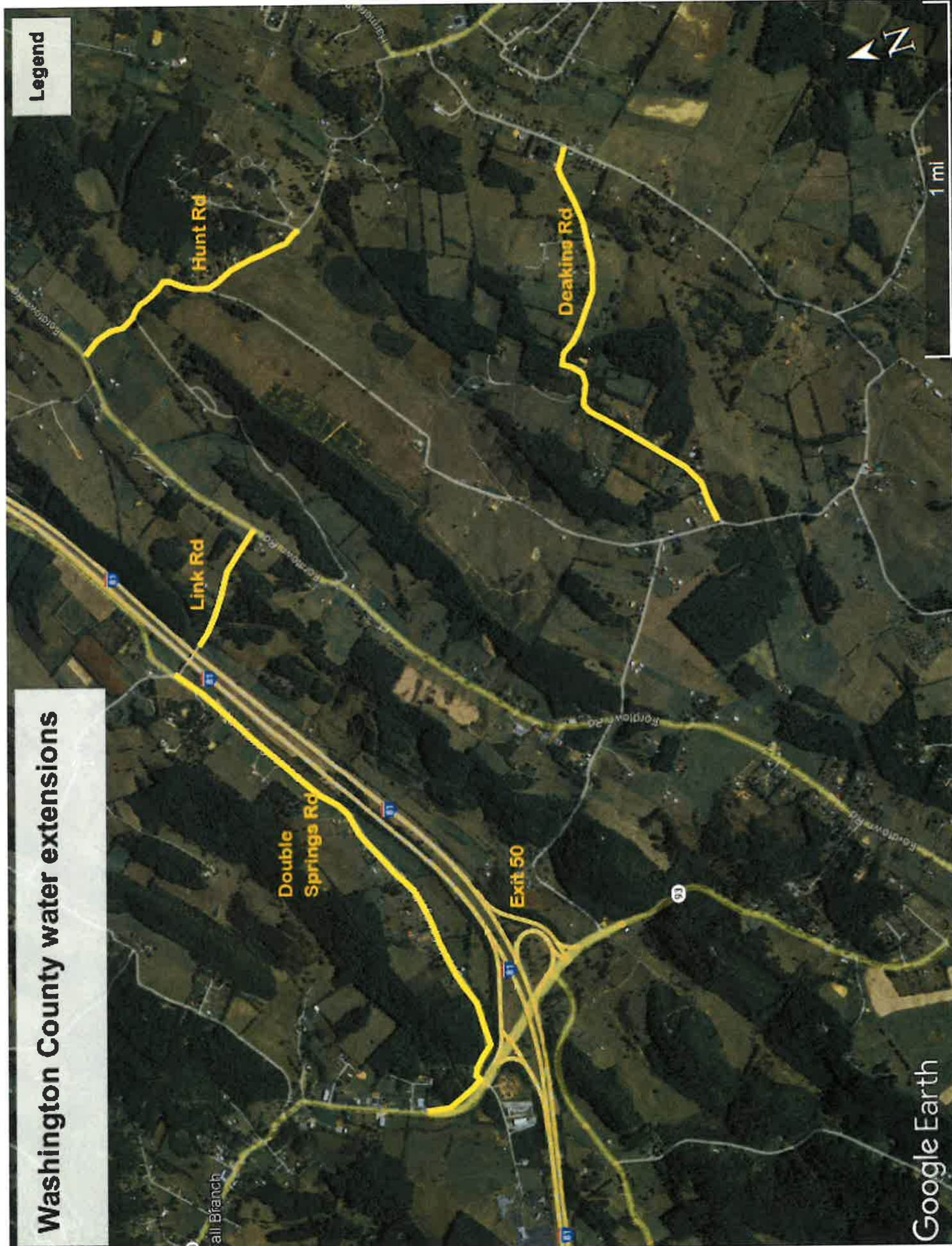
APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



# Washington County water extensions

Legend







October 18, 2022

RE: TDEC ARP Funding Support

Mayor Grandy:

The City of Kingsport supports the effort of Washington County to apply for funding through the TDEC Water Infrastructure Grant application.

The City of Kingsport accepts the County's award of \$2,277,200. The City is ready and willing to assist this project to completion. Being responsible for the operation and maintenance of the system after completion, we have a direct interest in seeing a quality project from beginning to end.

Thank you for your consideration of the TDEC ARP application. Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Patrick W. Shull".

Patrick W. Shull  
COL USA (Ret)  
Mayor, City of Kingsport



## AGENDA ACTION FORM

### **Amendment to the School Crossing Guard Services Contract & Interdepartmental Memorandum of Understanding between Kingsport City Schools and Kingsport Police Department and Authorizing the Mayor to Sign All Applicable Documents**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-332-2022

Work Session: November 1, 2022

First Reading: N/A

Final Adoption: November 1, 2022

Staff Work By: Deputy Chief J. Bellamy

Presentation By: Chief D. Phipps

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Kingsport City School's has requested to expand by 15 minutes the time frame in which crossing guards are present at the school zone located on Jesse Street for Robinson Middle School. This change requires amendments to the contract with Cross Safe and the interdepartmental memorandum of understanding between KCS and KPD. Pursuant to the amendment crossing guards will be present beginning at 7:00 a.m. instead of 7:15 a.m. This increase of 15 minutes will result in an increase to the current contract by \$2,080.80.

Please see the attached documents.

Kingsport City Schools will transfer a specified amount annually. Funding is identified in the Police Department Budget Account # 110-3001-441-2020.

#### **Attachments:**

1. Resolution
2. Memo

Funding source appropriate and funds are available: *CM*

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

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

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

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT FOR SCHOOL CROSSING GUARDS WITH CROSS SAFE; AUTHORIZING AN AMENDMENT TO THE INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE KINGSPORT POLICE DEPARTMENT AND THE KINGSPORT CITY SCHOOLS; AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENTS FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENTS

WHEREAS, on June 19, 2018, the board approved the award of bid for crossing guard services to Cross Safe for nine (9) crossing guards and authorized the mayor to execute an agreement for the same; and

WHEREAS, the city would like to amend the agreement to increase the time for one school zone located on Jessee Street by 15 minutes with services commencing at 7:00 a.m. as opposed to 7:15 a.m.; and

WHEREAS, this amendment to the Cross Safe agreement will result in an increase to the current contract price by \$2,080.80; and

WHEREAS, there is an interdepartmental agreement between the Kingsport City School and the Kingsport Police Department that will need to be amended to allocate funding for these additional services; and

WHEREAS, funding is identified in the Police Department Budget Account # 110-3001-441-1010.

Now therefore,

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

SECTION I. That the amendment to the agreement with CrossSafe to increase the time for one school zone located on Jessee Street from 7:15 a.m. to 7:00 a.m., which will result in an increase to the current contract by \$2,080.80, is approved, and the mayor is authorized and directed to execute the amendment and all documents necessary and proper to effectuate the purpose of the amendment or this resolution.

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

SECTION III. That the amendment to the interdepartmental agreement between the Kingsport City School and the Kingsport Police Department to increase the time for one school zone located on Jessee Street from 7:15 a.m. to 7:00 a.m., which will result in an increase to the current contract by \$2,080.80, is approved, and the mayor is authorized and directed to execute the amendment and all documents necessary and proper to effectuate the purpose of the

amendment or this resolution.

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

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

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

ADOPTED this the 1st day of November, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



**Jim Nash**  
Chief Student Services Officer

400 Clinchfield Street, Ste. 200  
Kingsport, TN 37660

p: (423) 378.2169  
f: (423) 378.2165

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

October 20, 2022

Kingsport City Schools is requesting the crossing guard status at Ross N. Robinson Middle School be increased by fifteen minutes per day added to the morning shift. The time frame added would be from 7:00 AM to 7:15 AM. Currently the position starts at 7:15 AM. The reason for the request is that during the 7:00 AM to 7:15 AM time frame, there are multiple students who are dropped off, who are crossing the street, and there is consistent traffic on Jessee Street in front of the school. The addition of this time would greatly assist in overall safety as people are crossing Jessee Street.

Kingsport City Schools leadership has discussed this matter and will be responsible for the additional cost incurred for the fifteen minutes per day.

Please feel free to contact me if there are additional questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Nash", is written over a light blue horizontal line.

Jim Nash  
Chief Student Services Officer  
Kingsport City Schools

*Inspire. Cultivate. Impact*

Facebook: KptSchools  
Twitter: @KCS\_District

WWW.K12K.COM



## AGENDA ACTION FORM

### **Authorizing an Amendment to the State Industrial Access (SIA) Agreement with TDOT for the Meadow Park Lane Project**

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

Action Form No.: AF-333-2022  
 Work Session: November 1, 2022  
 First Reading: N/A

Final Adoption: November 1, 2022  
 Staff Work By: Michael Thompson  
 Presentation By: Ryan McReynolds

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The city entered into a State Industrial Access (SIA) agreement with TDOT on April 6, 2022 for the Meadow Park Lane project. This proposed improvement for this project includes construction of a new access road (Meadow Park Lane) that ties into the existing Riverport Road and S. Wilcox Road, approximately 2.34 miles.

Amendment 1 replaces the original Exhibit "A" with the following changes –

Change 1: The statement "All ROW is anticipated to be donated by Eastman Chemical Company." Has been removed from the "PROJECT DESCRIPTION" section. The "CHANGE IN COST" section has been deleted. This amendment adds RIGHT-OF-WAY (50% State and 50% local) and CONSTRUCTION funds (100% State).

It is requested to amend this agreement as referenced. The overwhelming majority of the project is located on property owned by Eastman Chemical Company which will donate the necessary property. A portion of right-of-way must be acquired in order to connect the new access road to Riverport Road. This portion of right-of-way acquisition will require a 50% city match which will be identified in future budgets.

Agreement #: 210040  
 Project Identification #: 131034.00  
 Federal Project #: N/A  
 State Project #: 82956-3594-04

#### **Attachments:**

1. Resolution
2. Amendment 1 (3 pages)
3. Map

Funding source appropriate and funds are available: *CM*

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

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



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

A RESOLUTION AUTHORIZING AN AMENDMENT TO  
AGREEMENT NUMBER 210040 WITH THE TENNESSEE  
DEPARTMENT OF TRANSPORTATION FOR THE STATE  
INDUSTRIAL ACCESS ROAD - MEADOW PARK LANE  
EXTENSION PROJECT

WHEREAS, on January 18, 2022, the board approved Resolution No. 2022-138 authorizing the application for and receipt of assistance from the Tennessee Department of Transportation pursuant to the state industrial access road program for the Meadow Park Lane extension project; and

WHEREAS, an amendment to the agreement is necessary to provide for a portion of right-of-way acquisition in the area where Meadow Park Lane will intersect with Riverport Road; and

WHEREAS, city will provide a fifty percent match for the cost of the aforementioned right-of-way acquisition.

Now therefore,

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

SECTION I. That an amendment to the local agency project agreement (No. 210040) with the Tennessee Department of Transportation for the Meadow Park Lane extension project is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with the Tennessee Department of Transportation State for the Meadow Park Lane Extension State Industrial Access Road project, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 1st day of November, 2022.

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PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**Amendment Number:** 1  
**Agreement Number:** 210040  
**Project Identification Number:** 131034.00  
**Federal Project Number:** N/A  
**State Project Number:** 82956-3594-04

THIS AGREEMENT AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"State Industrial Access Serving Eastman Chemical Company"

1. The language of Agreement # 210040 dated April 6, 2022 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 1.
2. The language of Agreement # 210040 dated April 6, 2022 Section B.1 General Requirements: is hereby deleted in its entirety.
3. The following is added as B.1 General Requirements:.

**B.1 General Requirements:**

a)

	<b>Responsible Party</b>	<b>Funding Provided by Agency or Project.</b>
Environmental Clearance by:	<b>Department</b>	<b>Project</b>
Preliminary Engineering by:	<b>Department</b>	<b>Project</b>
Right-of-Way by:	<b>Department</b>	<b>Project</b>
Utility Coordination by:	<b>Department</b>	<b>Project</b>
Construction by:	<b>Department</b>	<b>Project</b>

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF KINGSPORT**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**Patrick W. Shull** **Howard H. Eley**  
**Mayor** **Commissioner**

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**Rodney B. Rowlett, III** **John Reinbold**  
**Attorney** **General Counsel**

**ATTESTED BY:**

\_\_\_\_\_  
**Angie Marshall**  
**Deputy City Recorder**

By: \_\_\_\_\_ Date \_\_\_\_\_  
**Jeff C. Jones**  
**Assistant Chief Engineer**

# EXHIBIT "A" For AMENDMENT 1

**AGREEMENT #:** 210040

**PROJECT IDENTIFICATION #:** 131034.00

**FEDERAL PROJECT #:** N/A

**STATE PROJECT #:** 82956-3594-04

**PROJECT DESCRIPTION:** State Industrial Access Serving Eastman Chemical Company: The proposed improvement includes construction of a new access road (Meadow Park Lane) that ties into the existing Riverport Road and S Wilcox Road, approximately 2.34 miles. The typical section (proposed two 12' lanes with curb and gutter) will be determined as the project progresses.

**TYPE OF WORK:** New Construction

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-DESIGN	SIA	0%	100%	0%	\$1,960,000.00
RIGHT-OF-WAY	SIA	0%	50%	50%	\$2,233,000.00
CONSTRUCTION	STA (GFT)	0%	100%	0%	\$22,000,000.00
CONSTRUCTION	SIA	0%	100%	0%	\$2,500,000.00

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

**TDOT ENGINEERING SERVICES (TDOT ES):** In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

**LEGISLATIVE AUTHORITY:** SIA: Industrial Highway Act of 1959, TCA 54-5-401, et seq.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



# PROPOSED MEADOW PARK LANE

MEADOW PARK LANE

TIE INTO EXISTING  
MEADOW PARK  
LANE

Horse Creek Ln

PROPOSED BRIDGE  
OVER HORSE CREEK

PROPOSED  
MEADOW PARK  
LANE ALIGNMENT

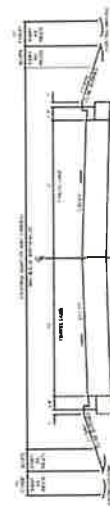
RIVERPORT ROAD

PROPOSED  
NEW BRIDGE

TIE INTO EXISTING  
RIVERPORT ROAD

N

## PROPOSED TYPICAL SECTION



(BASED ON STD. DMS R201-1B-1)

**BARGE**  
DESIGN SOLUTIONS

Project: Meadow Park Lane Bridge  
Date: 10/10/2024  
Scale: 1" = 40'







## AGENDA ACTION FORM

### Authorizing a Sponsorship Agreement with Eastman Credit Union for the Kingsport Aquatic Center's Lazy River

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

Action Form No.: AF-334-2022  
 Work Session: November 1, 2022  
 First Reading: N/A

Final Adoption: November 1, 2022  
 Staff Work By: Michael T. Borders  
 Presentation By: Michael T. Borders

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Eastman Credit Union (ECU) has sponsored the Lazy River at the Kingsport Aquatic Center (KAC) since August 2013. The original agreement was for \$300,000 over a term of ten years for the original construction of the Lazy River.

ECU would like to continue the sponsorship of the Lazy River for \$60,000 over a term of 10 years ending in September 2032.

The sponsorship allows ECU to place an ATM at the Kingsport Aquatic Center, place signage for the ECU Lazy River, and promote its sponsorship in ECU's own promotional material.

#### Attachments:

- Resolution

Funding source appropriate and funds are available: *mm*

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

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

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

A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT  
WITH EASTMAN CREDIT UNION FOR THE LAZY RIVER AT THE  
KINGSPORT AQUATIC CENTER, AND AUTHORIZING THE  
MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER  
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE  
THE PURPOSE OF THE AGREEMENT

WHEREAS, Eastman Credit Union (ECU) has sponsored the Lazy River at the Kingsport Aquatic Center (KAC) since August 2013, in an effort to support its construction; and

WHEREAS, ECU desires to continue the sponsorship of the Lazy River for by providing \$60,000 over a term of 10 years ending in September 2032; and

WHEREAS, the sponsorship allows ECU to place an ATM at the Kingsport Aquatic Center, place signage for the ECU Lazy River, and promote its sponsorship in ECU's own promotional material at the Kingsport Aquatic Center.

Now therefore,

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

SECTION I. That a sponsorship agreement with Eastman Credit Union providing financial support for the Lazy River at the Kingsport Aquatic Center, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Sponsorship Agreement with Eastman Credit Union (ECU), 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:

**AQUATIC CENTER LAZY RIVER SPONSORSHIP AGREEMENT**

This Sponsorship Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Eastman Credit Union, a Tennessee not-for-profit corporation, with offices located at 2021 Meadowview Lane, Kingsport, Tennessee, 37660 ("ECU"), and the City of Kingsport, Tennessee ("City"), a municipal corporation, with offices located at 415 Broad Street, Kingsport, Tennessee, 37660.

**RECITALS**

A. ECU is a not-for-profit financial services cooperative dedicated to providing products and services that add superior value in the communities it serves.

B. City is a municipal corporation organized and operating under the laws of the State of Tennessee.

C. The Aquatic Center is an indoor/outdoor water park owned and operated by the City of Kingsport located on Meadowview Parkway across from the Meadowview Conference Resort and Convention Center.

D. ECU supports the communities it serves and desires to sponsor the Aquatic Center's "Lazy River" feature to continue and strengthen its community support for the benefit of its members and residents, as well as prospective residents, of the greater Kingsport area.

In consideration of the parties' desire to work together for the benefit of Kingsport and the surrounding communities and the mutual covenants and agreements of the parties as contained herein, the parties agree as follows:

1. Term; Renewal. The term of this Agreement shall be effective as of September 1, 2022 and shall continue for a term of ten (10) years, ending on August 31, 2032, unless terminated earlier as provided in Paragraph 5 below. At termination of this Agreement, ECU shall have the first right of refusal to enter into a subsequent Lazy River Sponsorship Agreement. Should ECU exercise this right, ECU and City shall negotiate in good faith an Agreement to renew ECU's sponsorship on such terms and conditions as the parties may agree. If ECU rejects the terms offered by City to renew its sponsorship of the Lazy River, City may offer the sponsorship to a different financial institution or other entity but not on terms more favorable than offered to ECU without providing ECU a five (5) business day right of first refusal with respect to any such more favorable terms.
2. Duties of City. In consideration of ECU's sponsorship, City agrees to the following:
  - a. The City shall allow ECU to place an ATM (Automatic Teller Machine) at the Aquatic Center at no additional charge, in a suitable location agreed upon by the parties.
  - b. The City will continue to designate the Aquatic Center's Lazy River water feature as the "ECU Lazy River." The City will allow ECU access and permission to place signage for the ECU Lazy River in one or more locations at or near the lazy river water feature. The City also agrees that ECU may promote its sponsorship of the Lazy River in ECU's own promotional materials and on the ECU website.
3. Exclusive Sponsorship. During the term of ECU's sponsorship of the Lazy River, and during any subsequent renewal term, the City covenants and agrees that it will not enter into any other sponsorship agreement for the Lazy River with any entity or any individual and will not allow any other financial institution of any kind to place an ATM or similar machine anywhere within the Aquatic Center property.
4. Sponsorship Payments. ECU shall make ten (10) annual payments of Five Thousand Dollars (\$5,000.00) by September 30<sup>th</sup> of each year, beginning on September 30, 2022 and with the last payment due on September 30, 2031.
5. Termination. This Agreement shall terminate at the end of the initial ten (10) year term or, if renewed, at the end of the renewal term, except that:
  - a. City may terminate this Agreement upon serving written notice to ECU if ECU fails to make any payment due under this Agreement within thirty (30) days of the date payment is scheduled to be made.
  - b. ECU may terminate this Agreement upon serving written notice to City if:
    - i. A default or breach of this Agreement by City occurs and the parties are unable to resolve the default or breach within thirty (30) days following good faith discussions and negotiations as provided in Paragraph 8 below; or
    - ii. The Aquatic Center or the Lazy River water feature is closed, materially altered, sold or transferred to another entity, or otherwise changed such that ECU reasonably determines it is no longer in ECU's best interests to continue the sponsorship.
  - c. Either party without cause and/or for its convenience may terminate this Agreement at any time upon written notice to the other party given at least ninety (90) days prior to the termination date, which termination shall not be a breach of this Agreement. If the City terminates this Agreement for its convenience, ECU shall be entitled to refund of a pro rata share of the payment made by ECU for that year, determined by dividing the amount paid for that year by 365 and then multiplying that amount by the number of days remaining from the date of such termination to the next August 31. All identification of ECU shall be removed from the Aquatic Center.
6. Certain Covenants. ECU agrees and acknowledges that during the term of this Agreement it shall not take any action and shall not grant any rights to any other party to use the Aquatic Center in any manner that would adversely affect the federal tax status of the City's bonds; and it shall conduct its onsite activities solely in furtherance of the City's tax-exempt purposes of owning and operating the Aquatic Center for the general public and to support the City's exempt activities at the Aquatic Center.
7. No Payment for City's Bonds. The Parties shall not apply any monetary amounts derived from this Agreement to pay debt service on the City's bonds.
8. Nature of the Agreement. It is mutually agreed that this Agreement is for special, unique, and extraordinary services that provide benefits to the community at large. In the event of any breach or perceived breach of the Agreement or in the event of any other issue that may affect the parties' ability to work together or their goodwill toward one another, the parties agree that they will meet and discuss in good faith their concerns and work together toward a mutual resolution of such concerns. The parties agree that neither will terminate the Agreement nor proceed with any legal action to enforce any term of the Agreement until or unless either party makes a good faith determination that further attempts at informal and negotiated resolution under this Section have failed or are futile.
9. Insurance. ECU shall maintain at its own expense the following insurance subject to normal industry exclusions: (1) Worker's Compensation Insurance and Employer's Liability Insurance; (2)

Commercial Automobile Liability Insurance with limits of at least \$1,000,000.00; and (3) Commercial General Liability Insurance with limits of at least \$1,000,000.00. Certificates shall be issued upon a party's request identifying details and limits of coverage.

10. Severability. In the event this Agreement, or any provision contained herein, is found to be illegal or unenforceable under the law as it is now or hereinafter in effect, either party may elect to have the parties excused from performance of such portion or portions of this Agreement as shall be found to be illegal or unenforceable under the laws or regulations without affecting the validity of the remaining provisions of the Agreement.

11. Relationship of the Parties. All operations by each party under the terms of this Agreement shall be carried on by it as an independent contractor and not as an agent for the other. This Agreement does not create a partnership or joint venture and neither party is authorized to act as an agent or bind the other party except as expressly stated in this Agreement. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties except as expressly stated in Section 3 of the Agreement. City is free to enter into other sponsorship agreements to promote or support the Aquatic Center except as prohibited by this Agreement.

12. Entire Agreement. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings, and discussions between the parties relating to the subject matter of this Agreement.

13. Modification or Waiver. This Agreement may be modified or amended by the parties. Any modification or amendment of this Agreement must be authorized in writing, which may include modifications authorized by electronic mail. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

14. Notices. All notices to be given hereunder shall be transmitted in writing by electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or confirmation of receipt.

If to City:

City of Kingsport  
Attn: City Manager  
415 Broad Street  
Kingsport, TN 37660

With a copy to:

City Attorney  
Kingsport, TN 37660

If to ECU:

Eastman Credit Union  
Attn: Kelly Price  
2021 Meadowview Lane  
Kingsport, TN 37660

With a copy to:

Matt Wimberley  
Kingsport, TN 37660

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

[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 1st day of November, 2022.

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PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



## AGENDA ACTION FORM

### Approving a Website and Social Media Policy and an Acceptable Use of Information Technology Assets Policy

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

Action Form No.: AF-335-2022  
 Work Session: November 1, 2022  
 First Reading: N/A

Final Adoption: November 1, 2022  
 Staff Work By: A. Batara / F. Bailey  
 Presentation By: Tyra Copas

### Recommendation:

Approve the Resolution.

### Executive Summary:

With websites and social media sites being a main source of communication for the citizens of Kingsport, it is time for the city to implement a policy providing guidance for employee use of such sites. The policy includes a broad scope including websites, social media sites, blogs, electronic newsletters and social networking sites. Staff recommend the approval of the Website and Social Media Policy.

A large portion of the employees work involves using technology assets; therefore, there is a need to outline in policy acceptable use of the City's Information Technology. The policy informs users of what information technology uses are permissible and what uses are prohibited. Compliance with this policy drives the city's ability to protect government services, government employees, and the citizens of Kingsport. Staff recommends the approval of the Acceptable Use of Information Technology Assets Policy.

### Attachments:

1. Resolution
2. Policy #38 – City of Kingsport Website and Social Media Policy
3. Policy #39 – Acceptable Use of Information Technology Assets Policy

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 ADOPTING A CITY OF KINGSPORT  
WEBSITE AND SOCIAL MEDIA POLICY AND A CITY OF  
KINGSPORT ACCEPTABLE USE OF INFORMATION  
TECHNOLOGY ASSETS POLICY TO BE INCLUDED IN  
THE KINGSPORT POLICIES AND PROCEDURES FOR  
CITY EMPLOYEES

WHEREAS, the city is updating its personnel policies; and

WHEREAS, the city would like to adopt a Website and Social Media Policy, to provide guidance for the employee use of social media, city websites, blogs, electronic newsletters and social networking sites and other sites and services that permit users to share information; and

WHEREAS, the city would like to adopt an Acceptable Use of Information Technology Assets Policy to inform users of the city's information technology assets of what information technology uses are permissible and what uses are prohibited

Now, therefore,

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

SECTION I. The following policy is adopted as the official Website and Social Media Policy for the City of Kingsport:

This policy provides guidance for employee use of social media, which should be broadly understood to include city websites, blogs, electronic newsletters, and social networking sites, and other sites and services that permit users to share information.

All City of Kingsport social media channels must adhere to applicable federal, state, and local laws, regulations, and policies including the Information Technology Acceptable Use Policy.

Any violation of this policy is subject to disciplinary action up to and including termination of employment in accordance with city policy.

**WEBSITE AND/OR SOCIAL MEDIA PAGE APPROVAL AND REGISTRATION**

All requests for departmental webpages and social media sites are to be approved by the Public Information and Communications Department.

The Public Information and Communications Department must have administrative privileges over all websites and social media channels.

All domain names must be registered by the Public Information and Communications Department or be transferred to the city domain registrar. All department-specific websites must reference the city privacy statement and ADA statement on the city's official website.

**GUIDELINES FOR CITY DEPARTMENTAL WEBSITES AND SOCIAL MEDIA ACCOUNTS**

The content of the City of Kingsport departmental websites and social media must pertain to city sponsored or endorsed programs, services, events, or other content as approved by the Public Information and Communications Department. The city reserves the right to restrict any content that is deemed to be inappropriate or inconsistent with this policy. Content prohibited on the city's departmental websites and social media sites include, but is not limited to, the items listed below:

- personal information;
- language that is profane, obscene, threatening, or harassing;
- obscene images;
- content that promotes, fosters, disparages, or perpetuates discrimination on the basis of race, creed, color, age, religion, sexual orientation, gender, marital status, status with regard to public assistance, disability status, national origin, physical and mental disability, or veteran status;
- content meant to threaten or defame any person or organization;
- content that is hateful, incites violence, or is harassing;
- conduct of illegal activity;

- sexual content or links to sexual content;
- solicitation of commerce, including but not limited to, advertising of any business or product for sale;
- information that may compromise the safety or securing of the public or public system;
- links to third party sites and platforms (accept with prior approval from the Public Information & Communications Department); or
- content that violates a legal ownership interest of any other party.

Employees must not post any content to a city's departmental website or social media site for their financial gain or for the financial gain of any other person or entity. A city employee posting on a city departmental website or social media site must take reasonable care not to disclose any confidential information in any posting.

The Public Information and Communications department may direct other departments to modify social media content based on best practices and industry norms.

Rights and permissions must be secured prior to posting, sharing, or distributing copyrighted materials.

#### **PUBLIC RECORDS**

All city departmental websites and social media outlets are subject to the Tennessee Public Records Act (Tenn. Code Ann §10-7-101 *et seq*). All city departmental websites and social media sites must comply with all other applicable city policies.

City departmental websites and social media sites are subject to review and deletion by the city's Public Information and Communication Department, to the extent permitted by law.

#### **PERSONAL SOCIAL MEDIA USE**

Employees may not use the City of Kingsport seal/logo on any personal postings. Employee's personal social media accounts may be subject to monitoring without notice or consent.

In situations where an employee's social media usage is threatening, discriminatory, harassing, or retaliatory in nature directed at the city or another employee, disciplinary action up to and including termination of employment may be merited.

When using their personal social media account, city employees are still subject to the city's Discrimination and Harassment Policy.<sup>1</sup> City employees may not make any statements, speeches, appearances, and endorsements; or publish any materials that could reasonably be considered to represent the views or positions of the city without the express authorization from the Public Information and Communications Department.

City employees are to fully engage in their work responsibilities and to refrain from using social media during those hours unless the use of social media is related to city business.

Any questions regarding this policy should be directed to the human resources office or the Public Information and Communications Department.

### **CITY OF KINGSPORT EMPLOYEE SOCIAL MEDIA POLICY**

#### **ACKNOWLEDGEMENT\***

I hereby certify that I have received a copy of the City of Kingsport Employee Social Media Policy. I realize that a violation of this policy can subject me to discipline, up to and including termination of employment.

User Name (Print): \_\_\_\_\_

User Name (Signature): \_\_\_\_\_

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

\* This acknowledgement must be signed and returned to the Human Resources Department for maintenance in employee's personnel file.

<sup>1</sup>Resolution No.: 2008-051 – A Resolution Adopting a Discrimination and Harassment Policy for the City of Kingsport which has been adopted as Human Resources Policy Section No.: 3

**SECTION II.** The following policy is adopted as the official Acceptable Use of Information Technology Assets Policy for the City of Kingsport:

#### **PURPOSE**

This policy is to inform users of the city's information technology assets of what information technology uses are permissible and what uses are prohibited. Compliance with this policy drives the city's ability to protect government services, government employees, and the citizens of Kingsport. This policy applies to all city employees and assigned designee(s) (hereinafter "Users") utilizing city-

owned, installed, controlled, or provided information technology assets (*i.e.* device(s), data, internet access, and network).

## **POLICY**

### **1. Access and Use**

#### **1.1. User Access.** All User access to information technology assets:

- shall be approved by the department head;
- shall be limited to the information technology assets necessary and appropriate for the User to perform the job duties and function to which they are assigned.

#### **1.2. Access from External Devices.** A User shall not access sensitive information from a device other than one issued to the User by city or approved for use by the Information Technology department.

### **2. Security**

#### **2.1. Use of Passwords or other authenticating information.** Users shall be responsible for keeping authenticating information, including passwords, private and protected. Authenticating information shall not be printed, kept near the device in handwritten form, stored online or shared with others, including managers or supervisors.

#### **2.2. Virus Protection.**

**2.2.1.** If a User has any reason to suspect material may be infected by a virus or other malware, the User shall immediately contact the Information Technology help desk so that the material can be virus-scanned. Users shall not knowingly or negligently store, send, or create destructive programs, including any virus, self-replicating code, or any other program that operates in a similar fashion. Users shall not disable or modify the existing city supported anti-virus software.

#### **2.3. Prohibited Acts**

##### **2.3.1. Personal Use.** Information technology assets are intended for business purposes. Personal use shall be permitted when such use does not:

- interfere with the User's work performance;
- interfere with any other User's work performance;
- unduly impacts the operation of the city and/or its Information Technology;
- violate any law, rule, regulation, court order; or
- violate any provisions of this policy, or any other city policy, standards, or practices.

Users must use information technology assets in a professional, ethical, and legal manner regardless of whether such use is personal or business-related.

##### **2.3.2. Unauthorized System Access.** The ability to read, alter, or copy a file belonging to another User shall not imply permission to access that file. Use of information technology assets to obtain unauthorized access to the computer systems of other individuals, companies, or entities (*i.e.* "hacking") is strictly forbidden.

**2.3.3. Purchasing Computer Hardware.** The Information Technology department is the sole approving authority for purchasing computer hardware, software, and technical services for the City of Kingsport. This includes laptops, desktops, tablets, mobile computers, printers, storage devices, servers, cloud services, televisions, desk phones, monitors, power supplies, cables, and peripherals. A department or individual is required to request approval for such items through IT.

##### **2.3.4. Proper Storage of City Information.** Critical business information shall be stored on network drives located on city supported servers that are backed up and where access to this information can be secured. The storage of information of the city to third-party hosted network storage areas shall not be allowed without prior approval from the Information Technology department.

### **3. Privacy**

#### **3.1. Acknowledgement and Consent to "No Expectation of Privacy."**

Except as otherwise provided by applicable law, users shall not have an expectation of privacy in any information they create, store, send, or receive on information technology assets. The city retains the right to monitor all aspects of its information technology assets, including, without limitation, internet sites visited by users, monitoring chat groups and newsgroups, reviewing materials downloaded or uploaded electronically, and reviewing files and email created, stored, or received by a User.

### **4. Email Guidelines**

#### **4.1. Mass Email Distribution.** Except where necessary for legitimate city business purpose, the transmission of email to a general, non-specific audience of all city Users is prohibited. Requests to send emails to all city employees must be approved by the department head, and, where necessary, by the Human Resources Department. Requests to send department wide emails must be approved by the applicable department head.

#### **4.2. Signature Language.** Use of any email footer or signature block requires approval of the Public Information and Communications Department.

5. **At Work Network Access** At work network access, wired or wireless, to a city supported network, except when specifically provided for public use, shall be limited to city issued and supported devices or approved User owned devices. Employees shall be aware of the following:

A. **Public Records.** Pursuant to Tenn. Code Ann. § 10-7-503, *et seq.* procedures for public records is governed by City of Kingsport Resolution no.: 2017-213. Users should be aware that anything transmitted or stored on devices may be a public record.

B. **Noncompliance.** Noncompliance with this policy may constitute a legal risk; an organizational risk in terms of potential harm to employees or citizen security; a security risk to the city's network operations and the User community; and/or a potential personal liability. The presence of unauthorized data in the network could lead to liability on the part of the city, as well as the individuals responsible for downloading/sharing it.

C. **Other Provisions.**

- Nothing in this policy should be construed to conflict with or supersede state or federal law.
- Nothing in this policy is to be construed as interfering with the constitutional rights of employees.

#### **INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY USER ACKNOWLEDGEMENT\***

As a user of City of Kingsport devices, data, internet access, and network, I have read and understand the city's Information Technology Acceptable Use Policy, and acknowledge my adherence to the policy and the following as it relates to the same:

1. I will protect devices assigned to me against damage, loss, and theft to the best of my ability.
2. I will protect confidential information, data, internet access, and network against unauthorized disclosure and/or use.
3. I will maintain all network passwords in the strictest of confidence, immediately change them if I suspect their secrecy has been compromised, and I will report activity that is contrary to the provisions of the Information Technology Acceptable Use Policy or this acknowledgement to my department supervisor and/or the Information Technology help desk.
4. I understand I may be subject to corrective action, up to and including termination, for transactions performed using my network passwords.
5. I will not disclose any confidential information to anyone other than to persons authorized to access such information.
6. I will report any suspicious network activity or security breach to the Information Technology Department.

Further, I acknowledge and understand that **I HAVE NO EXPECTATION OF PRIVACY USING ANY DEVICES OR THE CONTENT OR DATA ON ANY DEVICE.** I likewise understand the city has the right to monitor the use of a device including, but not limited to, real time monitoring, without warning as to the same. Content and data on a device are property of the city and may be examined by management for any reason including, but not limited to, security and/or employee conduct. Additionally, I understand that such content and data may be public records and subject to open records laws.

I also understand that the violation or disregard of any of these guidelines, statutes, or policies may result in my loss of access to device(s), internet access, and network; and a violation may be subject to corrective action, up to and including termination of my employment with the city, and any other appropriate legal action.

User Name (Print): \_\_\_\_\_

User Name (Signature): \_\_\_\_\_

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

This acknowledgement must be signed and returned to Human Resources Department for maintenance in employee's

**SECTION III.** That nothing herein shall be construed to conflict with or supersede any applicable state or federal law.

**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 1st day of November, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



<b>SUBJECT:</b> City of Kingsport Website and Social Media Policy Acknowledgement #38	<b>REPLACES/AMENDS:</b> N/A
<b>RESOLUTION NUMBER:</b>	<b>EFFECTIVE DATE:</b>

This policy provides guidance for employee use of social media, which should be broadly understood to include city websites, blogs, electronic newsletters, and social networking sites, and other sites and services that permit users to share information.

All City of Kingsport social media channels must adhere to applicable federal, state, and local laws, regulations, and policies including the Information Technology Acceptable Use Policy.

Any violation of this policy is subject to disciplinary action up to and including termination of employment in accordance with city policy.

#### **WEBSITE AND/OR SOCIAL MEDIA PAGE APPROVAL AND REGISTRATION**

All requests for departmental webpages and social media sites are to be approved by the Public Information and Communications Department.

The Public Information and Communications Department must have administrative privileges over all websites and social media channels.

All domain names must be registered by the Public Information and Communications Department or be transferred to the city domain registrar. All department-specific websites must reference the city privacy statement and ADA statement on the city's official website.

#### **GUIDELINES FOR CITY DEPARTMENTAL WEBSITES AND SOCIAL MEDIA ACCOUNTS**

The content of the City of Kingsport departmental websites and social media must pertain to city sponsored or endorsed programs, services, events, or other content as approved by the Public Information and Communications Department. The city reserves the right to restrict any content that is deemed to be inappropriate or inconsistent with this policy. Content prohibited on the



city's departmental websites and social media sites include, but is not limited to, the items listed below:

- personal information;
- language that is profane, obscene, threatening, or harassing;
- obscene images;
- content that promotes, fosters, disparages, or perpetuates discrimination on the basis of race, creed, color, age, religion, sexual orientation, gender, marital status, status with regard to public assistance, disability status, national origin, physical and mental disability, or veteran status;
- content meant to threaten or defame any person or organization;
- content that is hateful, incites violence, or is harassing;
- conduct of illegal activity;
- sexual content or links to sexual content;
- solicitation of commerce, including but not limited to, advertising of any business or product for sale;
- information that may compromise the safety or securing of the public or public system;
- links to third party sites and platforms (accept with prior approval from the Public Information & Communications Department); or
- content that violates a legal ownership interest of any other party.

Employees must not post any content to a city's departmental website or social media site for their financial gain or for the financial gain of any other person or entity. A city employee posting on a city departmental website or social media site must take reasonable care not to disclose any confidential information in any posting.

The Public Information and Communications department may direct other departments to modify social media content based on best practices and industry norms.

Rights and permissions must be secured prior to posting, sharing, or distributing copyrighted materials.

## **PUBLIC RECORDS**

All city departmental websites and social media outlets are subject to the Tennessee Public Records Act (Tenn. Code Ann §10-7-101 *et seq*). All city departmental websites and social media sites must comply with all other applicable city policies.

City departmental websites and social media sites are subject to review and deletion by the city's Public Information and Communication Department, to the extent permitted by law.

## **PERSONAL SOCIAL MEDIA USE**

Employees may not use the City of Kingsport seal/logo on any personal postings. Employee's personal social media accounts may be subject to monitoring without notice or consent.

In situations where an employee's social media usage is threatening, discriminatory, harassing, or retaliatory in nature directed at the city or another employee, disciplinary action up to and including termination of employment may be merited.

When using their personal social media account, city employees are still subject to the city's Discrimination and Harassment Policy.<sup>1</sup> City employees may not make any statements, speeches, appearances, and endorsements; or publish any materials that could reasonably be considered to represent the views or positions of the city without the express authorization from the Public Information and Communications Department.

City employees are to fully engage in their work responsibilities and to refrain from using social media during those hours unless the use of social media is related to city business.

Any questions regarding this policy should be directed to the human resources office or the Public Information and Communications Department.

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<sup>1</sup> Resolution No.: 2008-051 – A Resolution Adopting a Discrimination and Harassment Policy for the City of Kingsport which has been adopted as Human Resources Policy Section No.: 3.



## **CITY OF KINGSPORT EMPLOYEE SOCIAL MEDIA POLICY**

### **ACKNOWLEDGEMENT\***

I hereby certify that I have received a copy of the City of Kingsport Employee Social Media Policy. I realize that a violation of this policy can subject me to discipline, up to and including termination of employment.

User Name (Print):

User Name (Signature):

Date:

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\* This acknowledgement must be signed and returned to the Human Resources Department for maintenance in employee's personnel file.



<b>SUBJECT:</b> Acceptable Use of Information Technology Assets Policy	<b>REPLACES/AMENDS:</b> N/A
<b>RESOLUTION NUMBER:</b>	<b>EFFECTIVE DATE:</b> _____, 2022

## PURPOSE

This policy is to inform users of the city's information technology assets of what information technology uses are permissible and what uses are prohibited. Compliance with this policy drives the city's ability to protect government services, government employees, and the citizens of Kingsport. This policy applies to all city employees and assigned designee(s) (hereinafter "Users") utilizing city-owned, installed, controlled, or provided information technology assets (*i.e.* device(s), data, internet access, and network).

## POLICY

### 1. Access and Use

#### 1.1. User Access. All User access to information technology assets:

- shall be approved by the department head;
- shall be limited to the information technology assets necessary and appropriate for the User to perform the job duties and function to which they are assigned.

**1.2. Access from External Devices.** A User shall not access sensitive information from a device other than one issued to the User by city or approved for use by the Information Technology department.

### 2. Security

**2.1. Use of Passwords or other authenticating information.** Users shall be responsible for keeping authenticating information, including passwords, private and protected. Authenticating information shall not be printed, kept near the device in handwritten form, stored online or shared with others, including managers or supervisors.

## **2.2. Virus Protection.**

**2.2.1.** If a User has any reason to suspect material may be infected by a virus or other malware, the User shall immediately contact the Information Technology help desk so that the material can be virus-scanned. Users shall not knowingly or negligently store, send, or create destructive programs, including any virus, self-replicating code, or any other program that operates in a similar fashion. Users shall not disable or modify the existing city supported anti-virus software.

## **2.3. Prohibited Acts**

**2.3.1. Personal Use.** Information technology assets are intended for business purposes. Personal use shall be permitted when such use does not:

- interfere with the User's work performance;
- interfere with any other User's work performance;
- unduly impacts the operation of the city and/or its Information Technology;
- violate any law, rule, regulation, court order; or
- violate any provisions of this policy, or any other city policy, standards, or practices.

Users must use information technology assets in a professional, ethical, and legal manner regardless of whether such use is personal or business-related.

**2.3.2. Unauthorized System Access.** The ability to read, alter, or copy a file belonging to another User shall not imply permission to access that file. Use of information technology assets to obtain unauthorized access to the computer systems of other individuals, companies, or entities (*i.e.* "hacking") is strictly forbidden.

**2.3.3. Purchasing Computer Hardware.** The Information Technology department is the sole approving authority for purchasing computer hardware, software, and technical services for the City of Kingsport. This includes laptops, desktops, tablets, mobile computers, printers, storage devices, servers, cloud services, televisions, desk phones, monitors, power supplies, cables, and peripherals. A department or individual is required to request approval for such items through IT.

**2.3.4. Proper Storage of City Information.** Critical business information shall be stored on network drives located on city supported servers that are backed up and where access to this information can be secured. The storage of information of the city to third-party hosted network storage areas shall not be allowed without prior approval from the Information Technology department.

### 3. Privacy

#### 3.1. Acknowledgement and Consent to “No Expectation of Privacy.”

Except as otherwise provided by applicable law, users shall not have an expectation of privacy in any information they create, store, send, or receive on information technology assets. The city retains the right to monitor all aspects of its information technology assets, including, without limitation, internet sites visited by users, monitoring chat groups and newsgroups, reviewing materials downloaded or uploaded electronically, and reviewing files and email created, stored, or received by a User.

### 4. Email Guidelines

**4.1. Mass Email Distribution.** Except where necessary for legitimate city business purpose, the transmission of email to a general, non-specific audience of all city Users is prohibited. Requests to send emails to all city employees must be approved by the department head, and, where necessary, by the Human Resources Department. Requests to send department wide emails must be approved by the applicable department head.

**4.2. Signature Language.** Use of any email footer or signature block requires approval of the Public Information and Communications Department.

**5. At Work Network Access** At work network access, wired or wireless, to a city supported network, except when specifically provided for public use, shall be limited to city issued and supported devices or approved User owned devices. Employees shall be aware of the following:

**A. Public Records.** Pursuant to Tenn. Code Ann. § 10-7-503, *et seq.* procedures for public records is governed by City of Kingsport Resolution no.: 2017-213. Users should be aware that anything transmitted or stored on devices may be a public record.

**B. Noncompliance.** Noncompliance with this policy may constitute a legal risk; an organizational risk in terms of potential harm to employees or citizen security; a security risk to the city’s network operations and the User community; and/or a potential personal liability. The presence of unauthorized data in the network could lead to liability on the part of the city, as well as the individuals responsible for downloading/sharing it.

**C. Other Provisions.**

- Nothing in this policy should be construed to conflict with or supersede state or federal law.
- Nothing in this policy is to be construed as interfering with the constitutional rights of employees.



# INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY

## USER ACKNOWLEDGEMENT\*

As a user of City of Kingsport devices, data, internet access, and network, I have read and understand the city's Information Technology Acceptable Use Policy, and acknowledge my adherence to the policy and the following as it relates to the same:

1. I will protect devices assigned to me against damage, loss, and theft to the best of my ability.
2. I will protect confidential information, data, internet access, and network against unauthorized disclosure and/or use.
3. I will maintain all network passwords in the strictest of confidence, immediately change them if I suspect their secrecy has been compromised, and I will report activity that is contrary to the provisions of the Information Technology Acceptable Use Policy or this acknowledgement to my department supervisor and/or the Information Technology help desk.
4. I understand I may be subject to corrective action, up to and including termination, for transactions performed using my network passwords.
5. I will not disclose any confidential information to anyone other than to persons authorized to access such information.
6. I will report any suspicious network activity or security breach to the Information Technology Department.

Further, I acknowledge and understand that **I HAVE NO EXPECTATION OF PRIVACY USING ANY DEVICES OR THE CONTENT OR DATA ON ANY DEVICE**. I likewise understand the city has the right to monitor the use of a device including, but not limited to, real time monitoring, without warning as to the same. Content and data on a device are property of the city and may be examined by management for any reason including, but not limited to, security and/or employee conduct. Additionally, I understand that such content and data may be public records and subject to open records laws.

I also understand that the violation or disregard of any of these guidelines, statutes, or policies may result in my loss of access to device(s), internet access, and network; and a violation may be subject to corrective action, up to and including termination of my employment with the city, and any other appropriate legal action.

User Name (Print):

User Name (Signature):

Date:

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\* This acknowledgement must be signed and returned to Human Resources Department for maintenance in employee's personnel file.