



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, October 3, 2022, 4:30 p.m.
City Hall, 415 Broad Street, Boardroom**

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Lisa Winkle, City Recorder/Treasurer
John Rose, Economic Development Director
Adrienne Batara, Public Relations Director
Floyd Bailey, Chief Information Officer

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

1. Call to Order
2. Roll Call
3. ETSU College of Nursing at Allandale – Dr. Leann Horsley, Dean, ETSU College of Nursing and Ann Godfrey, Director of Development
4. Review of items on October 4, 2022 Business Meeting Agenda
5. Adjourn

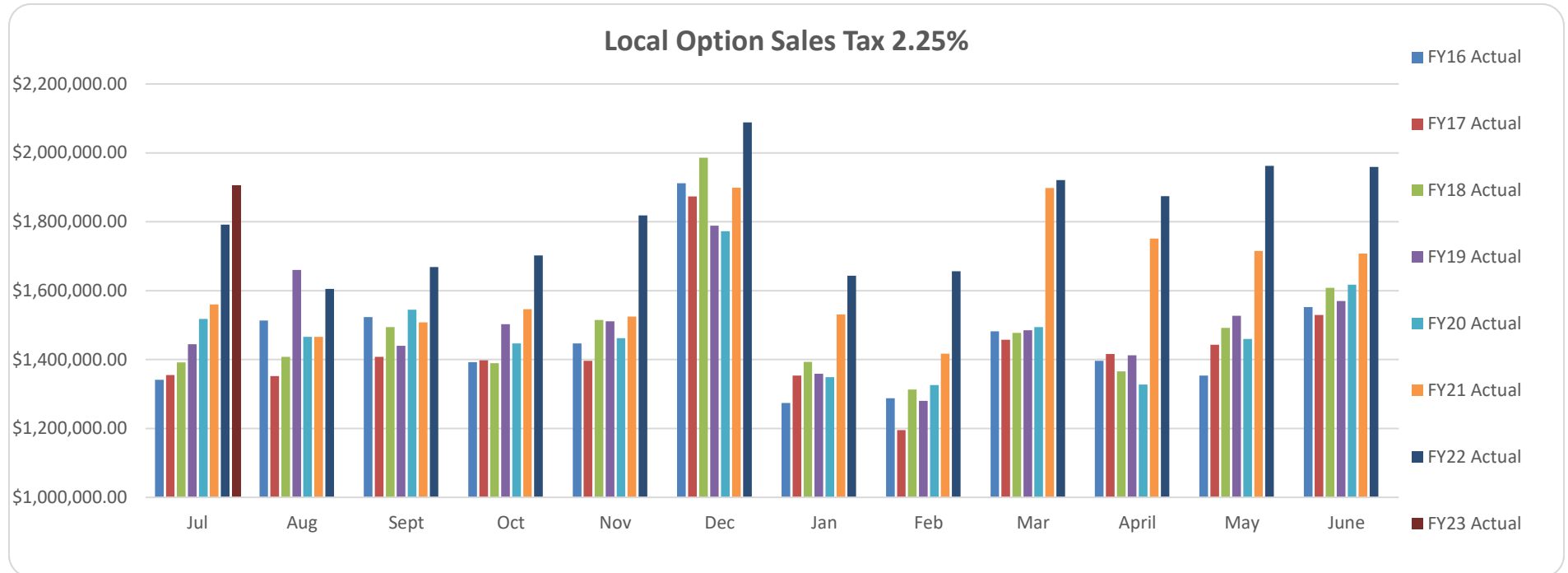
Next Work Session, Monday, October 17, 2022, 4:30 p.m.

Revised 10/3/22

Local Option Sales Tax 2.25%

July 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		\$1,621,500.00				
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				
Total	\$17,834,085.40	\$17,982,773.35	\$17,784,091.34	\$19,523,926.50	\$21,691,852.73	\$1,904,436.51	\$21,250,000.00	\$134,936.51	7.63%	\$112,976	6.31%



City of Kingsport

October 4, 2022

Project Status in Pictures

1 Riverbend Park

Most of the grading for the pathway is complete; next task will be stone placement.

3 Bloomingdale Pike Signal

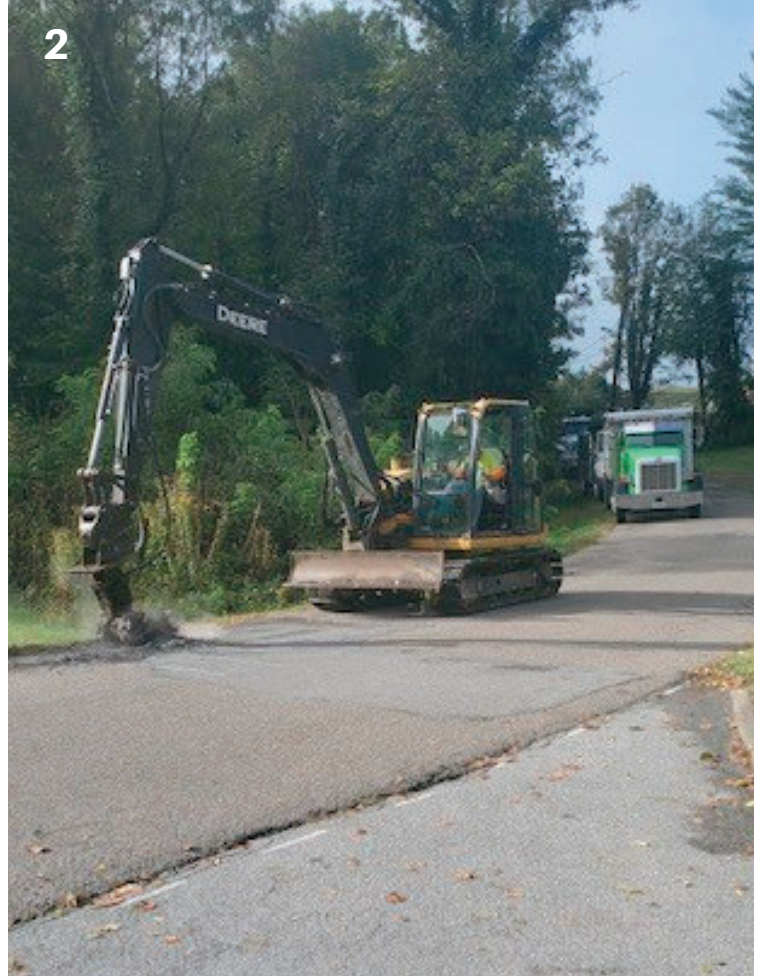
The TDOT crew is currently working to concrete the new poles, which will hold the traffic lights.

2 Paving Project - Colonial Heights

Hull Drive is currently being prepped for milling and then paving as part of the paving project in Colonial Heights.

4 KATS Garage

Concrete work for the foundation is underway, along with the garage structure starting to be built.



Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$38,000,000.00	Chad Austin	Reedy Creek Trunk Line (Lovedale to John B Dennis)	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. Determining funding source.
\$17,610,480.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	BMA approved awarding to Summers-Taylor and the contract documents have been executed. Another public hearing was held June 28th to re-engage the owners, tenants and public.
\$13,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT expects to have a Public Hearing Summer 2022.
\$11,185,000.00	Tom Hensley	Wastewater Storage Facility	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	Met with design team to determine data needs. Final design due in May 2023.
\$6,400,000.00	Niki Ensor	WTP High Service Improvements	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).		EDA grant kick off meeting
\$4,000,000.00	Michael Thompson	Brickyard Park Bicycle-Pedestrian Bridge	Bicycle-Pedestrian bridge over the CSX Railroad at Centennial Park connecting downtown Kingsport to the Brickyard Park Development. Design funded 80% Fed./ 20% Local via STB Grant and Construction is funded 75% Fed./ 25% Local via TA Grant.	12/31/2024	The TDOT requested addition of an historical/architectural assessment has been completed and submitted 4-21-22 to TDOT for review by the Cultural Resources Section.
\$3,500,000.00	Michael Thompson	Island Road Improvements from SR-126 to Kingsport City Limits	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Project status meeting with Mattern & Craig scheduled for 9/26/2022.
\$3,000,000.00	Chad Austin	FY23 Sewer Collection System Upgrades	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
\$3,000,000.00	Chad Austin	Sullivan County ARP Water Upgrades	Upgrade of waterlines in Lakecrest area of Colonial Heights, areas off HWY 36 in the Midway area, and along Gravelly Rd and Thomas Addition. This is funded by ARP funds granted to Sullivan County. They are proposing using \$2.3M in their funding and the c	11/30/2023	Funding proposal going to County Commission for approval in October.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	Current Status
\$2,500,000.00	Michael Thompson	2021 Main Road Paving (MTPO Funded)	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	11/1/2022	Notice to Proceed with Right-of-Way Phase issued 7/28/2022.
\$2,300,000.00	Chad Austin	FY23 Water Meter Installation	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	Bid advertised on 9/11/22, pre-bid conference 9/27, bid opening 10/6
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2022	Architect is working on plans and having discussions with staff.
\$2,000,000.00	Tom Hensley	Pendragon Sewer Lift Station Upgrade	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	SLS Rehab and Replacement	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	Water Intake Screen Replacement	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.		BMA approved to apply and receive ARC Grant
\$1,200,000.00	Chad Austin	Washington Co Water Task Force - waterline extension	Washington County is funding waterline extensions throughout their county. This project will provide upgraded or new service to residents along Double Springs Rd, Deakins Rd, and Hunt Rd, all in the Fall Branch area.	8/31/2023	Plans are complete. Awaiting funding from Washington County.
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Design Underway.
\$952,601.98	Kitty Frazier	Riverbend Park - Phase 1		11/23/2022	The majority of the trail is ready for rock subgrade placement. Site work continues at the dock/boardwalk area.
\$912,400.00	Michael Borders	MeadowView Roof Replacement	Partial Re-Roofing of the MeadowView Conference Resort & Convention Center	12/31/2022	Bid has been awarded to Genesis Roofing Co., Inc. and the contract has been executed. Currently scheduling pre construction meeting. Estimated completion date is 215 days after construction begins.
\$850,000.00	Chad Austin	ETSU @ Valleybrook Farm sewer extension	Approximately 5,000 ft extension of sewer to Valleybrook Farm facility owned by ETSU. Project is funded through grant from Appalachian Regional Commission and Washington County.	3/31/2023	Bid opening will be Sept. 28, 2022

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$393,285.00	Tom Hensley	WWTP Digester Cleaning	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	Notice to Proceed signed
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	6/30/2024	Scheduled for construction in FY24
\$300,000.00	Chad Austin	Reservoir Road Culvert Replacement	Replacement of deteriorating 42" CMP culvert under Revervoir Road.	4/30/2023	Bid advertisement 10/2/22, Pre-bid Conference 10/12, Bid Opening 10/20
	Borders, Michael	Collar Replacement	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	Stormwater Master Plan	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	KATS Maintenance Facility Phase 2	Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded)		Underground Oil/Water separator installed.
	Chris Markley	Archives Move and Demo	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	Bike Park at Brickyard	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	Farmer's Market Upgrades	Cosmetic and ventilation updates to the Farmer's Market Building		Design plans are currently being created by engineers.
	Megan Krager	Bays Mountain Park Nature Center Balcony	Renovation and Repairs of the Nature Center Balcony at Bays Mountain Park		One Bid was received from Inland Construction - recommendation for bid from Inland Construction to be accepted sent.
	Michael Borders	Bays Mountain Park Amphitheater	Construction of new amphitheater at Bays Mountain		Staff are evaluating AV equipment proposal.
	Tom Hensley	WWTP Motor Control Center 6 Upgrade	Upgrade of Motor Control Center 6 at the Wastewater Treatment Plant		Currently waiting on parts delivery

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, October 4, 2022, 7:00 p.m.
City Hall, 415 Broad Street, Boardroom**

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Vice Mayor Colette George
Alderman Betsy Cooper
Alderman Darrell Duncan

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration

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

I. CALL TO ORDER

II.A PLEDGE OF ALLEGIANCE TO THE FLAG – Michael Borders

II.B INVOCATION – Pastor Phip Sams, First Christian Church

III.A ROLL CALL

IV.A RECOGNITIONS & PRESENTATIONS

1. Murphy Snoderly Award – (Vice Mayor George) BK Addington
2. Times News Readers Choice Awards for Carousel – (Alderman Phillips) Jay Church

IV.B. APPOINTMENTS

1. Appointment to the Kingsport Housing and Redevelopment Authority (AF:291-2022) (Mayor Shull)
 - Appointment

V. APPROVAL OF MINUTES

1. Work Session – September 12, 2022
2. Business Meeting – September 13, 2022
3. Called Business Meeting – September 16, 2022

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Amend Zoning of 910 Wilcox Court Located Along S. Wilcox Drive and Wilcox Court from the M-1, Light Manufacturing District to the B-3, Highway Oriented Business District (AF:296-2022) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading
2. An Ordinance Abandoning a Stormwater Easement located at 1117, 1121, 1125, & 1129 Tay Station (AF:259-2022) (Savannah Garland)
 - Public Hearing
 - Ordinance – First Reading

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. A Resolution and Budget Ordinance to Enter into a Contractual Agreement and Sign All Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses For FY 22-23 (AF:294-2022) (Candace Sherer)
 - Resolution
 - Ordinance – First Reading
2. A Budget Ordinance to Appropriate \$44,000.00 from the Tennessee Highway Safety Office's (THSO) FY '23 Grant (AF:292-2022) (Chief Phipps)
 - Ordinance – First Reading
3. A Budget Ordinance to Appropriate \$20,000.00 from the Tennessee Highway Safety Office's (THSO) FY '23 Coordinator Grant (AF:293-2022) (Chief Phipps)
 - Ordinance – First Reading
4. A Budget Adjustment Ordinance for Various Funds in FY23 (AF:307-2022) (Chris McCartt)
 - Ordinance – First Reading
5. Appropriate \$7,035.00 from the USDOJ/Office of Justice Programs, FY '22 Bulletproof Vest Partnership Funding (AF:310-2022) (Chief Phipps)
 - Ordinance – First Reading

Updated

6. A Budget Ordinance to Appropriate \$26,137.00 from the Department of Justice, Office of Justice Program's FY '22 Edward Byrne Memorial Justice Assistance Grant Program (AF:312-2022) (Chief Phipps)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend Zoning of Tax Map 022, Parcel 036.10 and a Portion of Parcel 036.06 Located Along University Boulevard from the R-3, Low Density Apartment District and B-3, Highway Oriented Business District to the R-4, Medium Density Apartment District (AF:270-2022) (Ken Weems)
 - Ordinance – Second Reading and Final Adoption
2. Consideration of a Budget Adjustment Ordinance for the Sewer Fund in FY23 (AF:242-2022) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Resolution to Utilize Omnia Partners Contract #R192005 for Maintenance, Repair, & Operations (MRO) Supplies, & Equipment (AF:301-2022) (Ryan McReynolds/Steve Leonard)
 - Resolution
2. A Resolution Authorizing the Mayor to Execute a Subrecipient Agreement with Fannie Mae Dobbins Transitional Housing for an Award of American Rescue Plan Act funds (AF:289-2022) (Jessica McMurray)
 - Resolution
3. A Resolution to Partner with Holston Business Development Center to Assist in the Development of the proposed 160 Acre Industrial Park at Holston Army Ammunition Plant (AF:313-2022) (Chris McCartt)
 - Resolution
4. A Resolution Authorizing the Mayor to Execute an Annual Renewal of Public Library Maintenance of Effort Agreement with the Tennessee State Library and Archives for Services via the Holston River Regional Library (AF:303-2022) (Michael Borders)
 - Resolution
5. A Resolution to Purchase Four (4) Ford Maverick FWD from the Tennessee State Contract (AF:305-2022) (Ryan McReynolds/Steve Leonard)
 - Resolution
6. A Resolution to Purchase Two (2) Ford Maverick AWD from the Tennessee State Contract (AF:306-2022) (Ryan McReynolds/Steve Leonard)
 - Resolution

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

VII. CONSENT AGENDA

1. A Resolution to Enter into a Renewal of an Inter-local Agreement with the 2nd Judicial Drug Task Force (AF:278-2022) (Chief Phipps)
 - Resolution
2. A Resolution Ratifying an Application for a “Driver Training” Matching Grant Program from Public Entities Partners (AF:309-2022) (Bart Rowlett)
 - Resolution

VIII. COMMUNICATIONS

- A. City Manager
 - Contracting Emergency Shoring for the Buck Van Huss Dome
- B. Mayor and Board Members
- C. Visitors

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

IX. ADJOURN



AGENDA ACTION FORM

Appointment to the Kingsport Housing and Redevelopment Authority

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

Action Form No.: AF-291-2022
 Work Session: October 3, 2022
 First Reading: N/A

Final Adoption: October 4, 2022
 Staff Work By: Board
 Presentation By: Mayor Shull

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to appoint Greg Perdue to the Kingsport Housing and Redevelopment Authority (KHRA) to fulfill the unexpired term for Larry Estepp. If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates.

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

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

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

Attachments:

1. Greg Perdue Bio

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

Greg Perdue

First Horizon Bank

Kingsport Market President

Commercial Banking Relationship Manager

Office - (423) 378-7068

Cell – (423) 782-6347

Greg is the Kingsport Market President for First Horizon Bank and has been employed by the company for 23 years in various roles. Following in the footsteps of his parents, he has been engaged in a number of community organizations including the United Way, the Kingsport Chamber Foundation, the Kingsport Community Foundation, and Downtown Kingsport Association. He was born and raised in Kingsport, and after attending college in Texas he and his wife Cynthia settled in Tennessee. They have three children, one of whom graduated Dobyys-Bennett in 2021, and the other two of whom are currently in the Kingsport schools.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, September 12, 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 Winkle.
3. **KEDB/NETWORKS QUARTERLY UPDATE.** Craig Denison talked about recent contracts negotiated by KEDB. Clay Walker discussed NETWORKS projects including the red carpet tour happening this week. Some discussion followed as they answered questions.
4. **ARPA DISCUSSION.** The City Manager gave a presentation on this item detailing what these funds could be used for. He pointed out the money must be obligated by 2024 and spent by 2026. He reviewed qualifying projects eligible for these funds and asked for more direction from the BMA. After some discussion, most of the aldermen listed reasons they were in favor of using the money for the library renovation. Mayor Shull ranked the fire station rebuild above the library and Alderman Montgomery wanted more information on the Academic Village. The mayor directed staff to move forward with bringing the library to the board for approval.

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5. REVIEW OF AGENDA ITEMS ON THE SEPTEMBER 13, 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.A.1 Approve a Tax Increment Financing Amendment for the Downtown Kingsport Development District – Brickyard Village (AF: 256-2022). Planning Manager Ken Weems presented this item and provided details on what the new development would look like, stating this would be an apartment complex with 198 units. Vice-Mayor George voiced concerns that residents there would be affected by events at Allandale. Alderman Phillips pointed out the rezoning simply allows for more units, but the development could still move forward without this approval. City Manager McCartt stated these renderings were conceptual and could change. Assistant City Manager Borders also provided information on a buffer of trees by AEP along the property line.

NOTE: At this time Vice-Mayor George left the meeting at 5:33 p.m.

VI.D.12 Authorize the Kingsport Economic Development Board on Behalf of the City of Kingsport to Enter into the Bidding Process for the Purchase of the Former Colonial Heights Middle School Property (AF: 58-2022). Mr. McCartt stated the date of this bid is ahead of when the facilities study is due, but there is quite a bit of annexed land in this area with no school. The KEDB has been asked to be the bidding entity. The minimum bid is set at \$2,000,000 and the school system has agreed to reimburse the city up to \$2,250,000. Alderman Montgomery asked if there were any other situations staff was aware of where a government entity was competing with the private sector for property. Mr. McCartt stated he did not know of any and confirmed there was no home rule in place giving the city priority.

VI.D.13 Enter the Tennessee Consolidated Retirement System Hybrid Plan with Cost Controls as of January 1, 2023 (AF: 262-2022). Human Resources Director Copas gave a presentation on this item and the following two items. She recognized staff who helped work on this initiative as well as Justin Ball, Regional Outreach Specialist with TCRS who was also present. She provided historical timeline information on the City's participation in TCRS since 1949. Ms. Copas listed the benefits of the hybrid plan, stating there was cost control, a defined benefit portion and a defined contribution portion.

VI.D.14 Implement the Bridge Benefit with the Tennessee Consolidated Retirement System Hybrid Plan with Cost Controls as of January 1, 2023 (AF: 263-2022). See Item VI.D.13.

VI.D.15 Adopt an Agreement for a 401K and 457 Plan Effective January 1, 2023 (AF: 264-2022). See Item VI.D.13.

VII.5 Amend Personnel Policies (AF: 271-2022). Human Resources Director Copas explained staff was going through all personnel policies to update them as they haven't been reviewed in over ten years and will be bringing more to the board in the future.

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The City Manager stated the move back to TCRS was a game changer and has been a goal since he was appointed three years ago. He mentioned Kingsport is known for how well they treat employees and expressed his appreciation to the board for making that happen.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:15 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, September 13, 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: Ken Weems.

II.B. INVOCATION: Pastor Rick Meade, Lynn Garden Baptist Church.

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

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Suicide Prevention Month Proclamation – Alderman Cooper (Kayla Sharp)
2. Pal's Employee Recognition – Alderman Phillips (Ralph Gilliam and Pat Gilliam)
3. Keep Kingsport Beautiful Beautification Awards – Sharon Hayes

IV.B. APPOINTMENTS/REAPPOINTMENTS.

1. Appointment to the Neighborhood Advisory Commission (AF: 269-2022) (Mayor Shull).

Motion/Second: Montgomery/George, to approve:

APPOINTMENT OF MR. JERRY WOODS TO FULFILL THE UNEXPIRED TERM FOR SHANNON MORELOCK ON THE **NEIGHBORHOOD ADVISORY COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON DECEMBER 31, 2023.

Passed: All present voting "aye."

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V. APPROVAL OF MINUTES.

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

- A. August 22, 2022 Regular Work Session
- B. August 23, 2022 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

1. Amend Zoning of Tax Map 022, Parcel 036.10 and a Portion of Parcel 036.06 Located Along University Boulevard from R-3, Low Density Apartment District and B-3, Highway Oriented Business District to R-4, Medium Density Apartment District (AF: 270-2022) (Ken Weems).

PUBLIC COMMENT ON ITEM VI.A.1. None.

Motion/Second: Duncan/Olterman, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG UNIVERSITY BOULEVARD FROM THE R-3 AND B-3 DISTRICTS TO THE R-4, MEDIUM DENSITY APARTMENT DISTRICT IN THE 1ST CIVIL DISTRICT OF HAWKINS COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Budget Adjustment for the Sewer Fund in FY23 (AF: 242-2022) (Chris McCartt).

Motion/Second: Olterman/George, to pass:

AN ORDINANCE TO AMEND THE SEWER 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 the FY23 General Purpose School Fund and the General Project Fund Budgets (AF: 288-2022) (David Frye).

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Motion/Second: Montgomery/Cooper, 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.”

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Amend Zoning along Browder Road from County B-3, General Commercial District to R-3, Low Density Apartment District (AF: 237-2022) (Ken Weems).

Motion/Second: George/Duncan, to pass:

ORDINANCE NO. 7037, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BROWDER ROAD FROM COUNTY B-3, GENERAL COMMERCIAL DISTRICT, TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 7TH 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.”

2. Budget Adjustment for Various Funds in FY23 (AF: 241-2022) (Chris McCartt).

Motion/Second: Duncan/Olterman, to pass:

ORDINANCE NO. 7038, 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.”

3. Amend the FY23 General Purpose School Fund Budget (AF: 248-2022) (David Frye)

Motion/Second: Phillips/George, to pass:

ORDINANCE NO. 7039, AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND FOR THE FISCAL 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. Amend the FY23 School Special Projects Fund Budget (AF: 249-2022) (David Frye)

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Motion/Second: Montgomery/Cooper, to pass:

ORDINANCE NO. 7040, AN ORDINANCE TO AMEND THE FY 2023 SCHOOL SPECIAL PROJECTS FUND BUDGET; 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. Amend Sections 155 and 157 of Article IV, Chapter 66 of the Kingsport Code of Ordinances Regarding the Composition of the Bays Mountain Park Commission (AF: 254-2022) (Michael Borders)

Motion/Second: Phillips/Montgomery, to pass:

ORDINANCE NO. 7041, AN ORDINANCE TO AMEND SECTIONS 155 AND 157 OF ARTICLE IV, CHAPTER 66 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, RELATING TO THE BAYS MOUNTAIN PARK COMMISSION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Authorize Purchase of Two (2) 2022 Autocar ASL Refuse Trucks Utilizing Sourcewell Cooperative Purchasing Agreement (AF: 275-2022) (Ryan McReynolds/Steve Leonard).

Motion/Second: George/Montgomery, to pass:

Resolution No. 2023-045, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO MUNICIPAL EQUIPMENT UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 091219-NWY FOR TWO REFUSE TRUCKS FOR THE KINGSPORT SANITATION DEPARTMENT

Passed: All present voting “aye.”

2. Authorize Purchase of One (1) 2022 New Holland Boom Mower Utilizing Sourcewell Cooperative Purchasing Agreement (AF: 276-2022) (Ryan McReynolds/Steve Leonard).

Motion/Second: Montgomery/Duncan, to pass:

Resolution No. 2023-046, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CHATTANOOGA TRACTOR UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 110719-CNH FOR ONE BOOM MOWER FOR USE BY THE GROUNDS MAINTENANCE DEPARTMENT

Passed: All present voting “aye.”

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3. Authorize the Purchase of One (1) CAT 308 Mini Excavator from the Tennessee State Contract (AF: 277-2022) (Ryan McReynolds/Steve Leonard).

4.

Motion/Second: Phillips/George, to pass:

Resolution No. 2023-047, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO STOWERS MACHINERY CORPORATION UTILIZING TENNESSEE STATE CONTRACT #72872 FOR ONE CAT 308 MINI EXCAVATOR FOR USE BY THE STREETS MAINTENANCE DEPARTMENT

Passed: All present voting “aye.”

5. Authorize the Mayor to Execute a Memorandum of Understanding with Boys & Girls Club of Greater Kingsport for the Use of Available Space for Kingsport City Schools (AF: 280-2022) (David Frye).

Motion/Second: Duncan/Cooper, to pass:

Resolution No. 2023-048, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR THE USE OF SPACE AT BOYS AND GIRLS CLUB OF GREATER KINGSPORT’S FACILITY BY KINGSPORT CITY SCHOOLS AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

6. Amend Agreement with Energy Systems Group to Change the Scope of Work to Include Kingsport North Gym (AF: 279-2022) (David Frye).

Motion/Second: George/Phillips, to pass:

Resolution No. 2023-049, A RESOLUTION AMENDING THE AGREEMENT WITH ENERGY SYSTEMS GROUP, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS

Passed: All present voting “aye.”

7. Amend Agreement with Cain Rash West Architects to Include the Former Sullivan North High School Gym (AF: 287-2022) (David Frye).

Motion/Second: Montgomery/George, to pass:

Resolution No. 2023-050, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH CAIN RASH WEST FOR ARCHITECTURAL SERVICES FOR THE FORMER SULLIVAN NORTH HIGH SCHOOL RENOVATION AND 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.”

8. Accept Monetary Donation for Kingsport City Schools (AF: 227-2022) (David Frye).

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Motion/Second: Duncan/Phillips, to pass:

Resolution No. 2023-051, A RESOLUTION ACCEPTING A MONETARY DONATION FOR FLOORING AT THE FORMER SULLIVAN NORTH HIGH SCHOOL GYM

Passed: All present voting “aye.”

9. Authorize Reimbursement of Materials Agreement Funds to Hickory Ridge, LLC, Related to the Frylee Court Development (AF: 272-2022) (Ryan McReynolds).

Motion/Second: Duncan/Phillips, to pass:

Resolution No. 2023-052, A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO HICKORY RIDGE, LLC FOR THE FRYLEE COURT DEVELOPMENT

Passed: All present voting “aye.”

10. Authorize Reimbursement of Materials Agreement Funds to HPV, LLC, Related to the Caymus Yards Development (AF: 273-2022) (Ryan McReynolds).

Motion/Second: George/Montgomery, to pass:

Resolution No. 2023-053, A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO HPV FOR THE CAYMUS YARDS DEVELOPMENT

Passed: All present voting “aye.”

11. Approve Tennessee Department of Transportation Matching Funding for Grant Contract FTA031-01 for the KATS Transit Garage Construction (AF: 253-2022) (Candace Sherer).

Motion/Second: George/Phillips, to pass:

Resolution No. 2023-054, A RESOLUTION APPROVING AN AMENDMENT TO THE TENNESSEE DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER GG-22-73094- FOR ADDITIONAL FUNDS FOR THE SECTION 5307 CAPITAL GRANT FUNDS FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSIT ADMINISTRATION GRANT CONTRACT NO. FTA 031-01 FOR THE CONSTRUCTION OF A TRANSIT GARAGE AND MAINTENANCE FACILITY AND 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.”

12. Authorize the Mayor to Execute an Amendment to the Contract Between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC) (AF: 261-2022) (Ryan McReynolds).

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Motion/Second: Duncan/George, to pass:

Resolution No. 2023-055, A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT IN LIEU OF PERFORMANCE BOND WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION INCREASING THE AMOUNT OF FINANCIAL ASSURANCE FOR THE LANDFILL; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT OR THIS RESOLUTION

Passed: All present voting “aye.”

13. Authorize the Kingsport Economic Development Board on Behalf of the City of Kingsport to Enter into the Bidding Process for the Purchase of the Former Colonial Heights Middle School Property (AF: 58-2022) (David Frye/Chris McCartt).

Motion/Second: Montgomery/Phillips, to pass:

Resolution No. 2023-056, A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO THE BIDDING PROCESS FOR THE PURCHASE OF THE COLONIAL HEIGHTS MIDDLE SCHOOL PROPERTY

Passed: All present voting “aye.”

14. Enter the Tennessee Consolidated Retirement System Hybrid Plan with Cost Controls as of January 1, 2023 (AF: 262-2022) (Tyra Copas).

Motion/Second: George/Phillips, to pass:

Resolution No. 2023-057, A RESOLUTION TO AUTHORIZE A POLITICAL SUBDIVISION'S PARTICIPATION IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED, TITLE 8, CHAPTERS 34 – 37.

Passed: All present voting “aye.”

Motion/Second: George/Olterman, to pass:

Resolution No. 2023-058, A RESOLUTION TO ALLOW A POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE TO CONTRIBUTE TO A TAX DEFERRED RETIREMENT PLAN IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED, TITLE 8, CHAPTERS 34 – 37.

Passed: All present voting “aye.”

15. Implement the Bridge Benefit with the Tennessee Consolidated Retirement System Hybrid Plan with Cost Controls as of January 1, 2023 (AF: 263-2022) (Tyra Copas).

Motion/Second: Duncan/Montgomery, to pass:

Resolution No. 2023-059, A RESOLUTION TO ESTABLISH A MANDATORY RETIREMENT AGE REQUIREMENT PURSUANT TO TENNESSEE CODE

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ANNOTATED, SECTION 8-36-205, TO AUTHORIZE THE PAYMENT OF THE SUPPLEMENTAL BRIDGE BENEFIT PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-211, AND TO AUTHORIZE GROUP 1 MEMBERS WHO HAVE CREDITABLE SERVICE IN A GROUP 1 POSITION COVERED BY SUCH MANDATORY AGE RETIREMENT TO RETIRE ON SERVICE RETIREMENT BENEFITS UPON ATTAINMENT OF AGE FIFTY-FIVE (55) WITH TWENTY-FIVE (25) YEARS OF CREDITABLE SERVICE PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-201(A)(2).

Passed: All present voting “aye.”

16. Adopt an Agreement for a 401K and 457 Plan Effective January 1, 2023 (AF: 264-2022) (Tyra Copas).

Motion/Second: Phillips/Montgomery, to pass:

Resolution No. 2023-060, ADOPT AN AGREEMENT FOR A 401K PLAN EFFECTIVE JANUARY 1, 2023

Passed: All present voting “aye.”

Motion/Second: Montgomery/Duncan, to pass:

Resolution No. 2023-061, ADOPT AN AGREEMENT FOR A 457 PLAN EFFECTIVE JANUARY 1, 2023

Passed: All present voting “aye.”

17. Approve the Purchase of Property Located at 124 Cherokee Street (AF: 274-2022) (Michael Borders).

Motion/Second: George/Phillips, to pass:

Resolution No. 2023-062, A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY AT 124 CHEROKEE STREET; AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

18. Enter into Lease Agreement with H.O.P.E. Inc. (AF: 286-2022) (Michael Borders).

Motion/Second: George/Phillips, to pass:

Resolution No. 2023-063, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH H.O.P.E., INC. FOR THE USE OF SPACE AT THE V.O. DOBBINS SR. COMPLEX AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye” except Duncan and Montgomery “abstaining.”

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

Motion/Second: George/Cooper, to adopt:

1. Approve Stormwater Annual Compliance Report for TDEC (AF: 281-2022) (Ryan McReynolds).

Pass:

Resolution No. 2023-064, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A STORMWATER ANNUAL COMPLIANCE REPORT REQUIRED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Passed: All present voting “aye.”

2. Authorize Assignment of All Employee Benefit Policies Under One Broker of Record (AF: 283-2022) (Tyra Copas).

Pass:

Resolution No. 2023-065, A RESOLUTION APPROVING THE ASSIGNMENT OF ALL EMPLOYEE BENEFITS POLICIES UNDER ONE BROKER OF RECORD, MARK III, AUTHORIZING THE CHANGE AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

3. Authorize the Addition of Voluntary Benefits to the City’s Benefits Portfolio (AF: 266-2022) (Tyra Copas).

Pass:

Resolution No. 2023-066, A RESOLUTION APPROVING AN AGREEMENT WITH TRUSTMARK FOR EMPLOYEE PAID ACCIDENT INSURANCE AND UNIVERSAL LIFE INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS RESOLUTION

Passed: All present voting “aye.”

Pass:

Resolution No. 2023-067, A RESOLUTION APPROVING AN AGREEMENT WITH THE STANDARD FOR EMPLOYEE PAID CRITICAL ILLNESS INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS RESOLUTION

Passed: All present voting “aye.”

4. Authorize Vacation Roll Over Exception for Calendar Year 2022 (AF: 267-2022) (Tyra Copas).

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Pass:

Resolution No. 2023-068, A RESOLUTION AMENDING RESOLUTION NO. 2021-023,
VACATION LEAVE POLICY FOR CITY EMPLOYEES

Passed: All present voting “aye.”

5. Amend Personnel Policies (AF: 271-2022) (Tyra Copas).

Pass:

Resolution No. 2023-069, A RESOLUTION AMENDING RESOLUTION NO. 2009-176,
AN EMPLOYMENT VERIFICATION POLICY FOR CITY EMPLOYEES

Passed: All present voting “aye.”

Pass:

Resolution No. 2023-070, A RESOLUTION AMENDING RESOLUTION NO. 2020-033,
EMPLOYMENT POLICY FOR CITY EMPLOYEES

Passed: All present voting “aye.”

Pass:

Resolution No. 2023-71, A RESOLUTION AMENDING RESOLUTION NO. 2009-082,
PERSONAL LEAVE WITHOUT PAY POLICY FOR CITY EMPLOYEES

Passed: All present voting “aye.”

**6. Authorize Application for Voluntary Vision Benefits through
Davis Vision (AF: 284-2022) (Tyra Copas).**

Pass:

Resolution No. 2023-72, A RESOLUTION APPROVING AN APPLICATION WITH
DAVIS VISION FOR EMPLOYEE PAID VISION INSURANCE AND AUTHORIZING THE
MAYOR TO EXECUTE THE APPLICATION AND ALL DOCUMENTS NECESSARY AND
PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS
RESOLUTION

Passed: All present voting “aye.”

**7. Authorize the Mayor to Execute a Letter of Agreement with the
Tennessee Department of Intellectual & Developmental Disabilities to Receive a
Grant for Miracle Field (AF: 290-2022) (Michael Borders).**

Pass:

Resolution No. 2023-73, A RESOLUTION APPROVING A LETTER OF AGREEMENT
WITH THE TENNESSEE DEPARTMENT OF INTELLECTUAL & DEVELOPMENTAL
DISABILITIES TO RECEIVE GRANT FUNDS FOR CONSTRUCTION COSTS OF
MIRACLE FIELD, AND AUTHORIZING THE MAYOR TO EXECUTE THE LETTER OF
AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THE LETTER OF 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, September 13, 2022**

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt thanked the BMA for the vote to return to TCRS, noting he had made that his goal when he became city manager three years ago. He commented this was the best path forward for the employees and would help the city become a more competitive work force. Mr. McCartt also mentioned the previously approved raises in the budget have also proven beneficial, noting the City of Kingsport is recognized across the state for taking care of its employees. Lastly he pointed out he was wearing blue and gold along with Alderman Olterman and stating the ETSU Bucs were back in action on Saturday.

B. MAYOR AND BOARD MEMBERS. Alderman Duncan commented on the Connect Kingsport app, noting it was a place for citizens to report concerns. He stated his appreciation for all the volunteers serving on boards for the city. Lastly he mentioned the Chamber newsletter that is distributed weekly with lots of information. Alderman Cooper encouraged everyone to enjoy the fall weather. Alderman Montgomery stated he had asked for more information at the work session on using the ARPA funds for the Academic Village, noting he would still support the library project. He also asked the County for consideration on the school purchase in Colonial Heights. Mayor Shull provided details on the ARPA funding discussion from the work session. Alderman Phillips mentioned several upcoming fall festivals and invited citizens to participate. He stated it was also race week and pointed out there were many visitors in town. In conclusion he acknowledged KCS Superintendent Dr. Moorhouse had announced his retirement and thanked him for all he has done for the schools. Alderman Olterman stated the DB Indians were still undefeated and encouraged citizens to come watch the next game. Mayor Shull remarked on the Tennessee Public Works magazine that recognized Wastewater Crew Chief BK Addington for receiving the Murphy Snoderly Award for outstanding performance. He commented to citizens who wanted to receive his weekly email to contact the city manager's office to be added to the distribution list.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:30 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Called Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Friday, September 16, 2022, 11:00 AM
City Hall, 415 Broad Street, Boardroom

PRESENT:

Board of Mayor and Aldermen

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

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:** 11:00 a.m., by Mayor Patrick W. Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Mayor Shull.
- II.B. **INVOCATION:** Alderman Montgomery.
- III. **ROLL CALL:** By City Recorder/Treasurer Winkle. Absent: Alderman Betsy Cooper and Alderman James Phillips.
- IV. **COMMUNITY INTEREST ITEMS.**

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.

A. BUSINESS MATTERS REQUIRING FIRST READING.

1. Consideration of an Ordinance to Amend the FY23 General Purpose School Fund and the General Project Fund Budgets (AF: 288-2022) (David Frye).

Motion/Second: Olterman/Montgomery, 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."

**Minutes of the Called Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Friday, September 16, 2022**

B. OTHER BUSINESS.

1. A Resolution Authorizing the Mayor to Execute an Amendment to the Central Technologies Agreement for the KCS Surveillance Camera Upgrade Project (AF: 268-2022) (David Frye).

Motion/Second: Montgomery/Olterman, to pass:

Resolution No. 2023-074, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH CENTRAL TECHNOLOGIES, INC., FOR THE KINGSFORT CITY SCHOOLS SURVEILLANCE CAMERA SYSTEM UPGRADE PROJECT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting “aye.”

2. A Resolution Awarding the Bid for the Former Sullivan North High School Gymnasium Project to Preston Construction Company (AF: 265-2022) (David Frye).

Motion/Second: Duncan/Olterman, to pass:

Resolution No. 2023-075, A RESOLUTION AWARDED THE BID FOR THE FORMER SULLIVAN NORTH HIGH SCHOOL GYMNASIUM UPGRADE PROJECT TO PRESTON CONSTRUCTION COMPANY, AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

V. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 11:15 a.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Amend Zoning of 910 Wilcox Court Located Along S. Wilcox Drive and Wilcox Court from the M-1, Light Manufacturing District to the B-3, Highway Oriented Business District

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

Action Form No.: AF-296-2022
Work Session: October 3, 2022
First Reading: October 4, 2022

Final Adoption: October 18, 2022
Staff Work By: Ken Weems
Presentation By: K. Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone 910 Wilcox Court Located Along S. Wilcox Drive and Wilcox Court from the M-1, Light Manufacturing District to the B-3, Highway Oriented Business District.

Executive Summary:

This is an owner-requested rezoning of approximately ½ acre located along S. Wilcox Drive and Wilcox Court from the M-1 zone to the B-3 zone. The purpose of the rezoning is to facilitate a beauty salon-spa use in the existing building located on the site. No citizen comment has been received for this rezoning. During their September 2022 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 7-0. The notice of public hearing was published on September 19, 2022.

Attachments:

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

Funding source appropriate and funds are available: *Jm*

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on October 4, 2022 to consider the rezoning for 910 Wilcox Court from the M-1 district to the B-3 district. The regular business meeting will begin at 7:00 p.m. in the Board Room located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

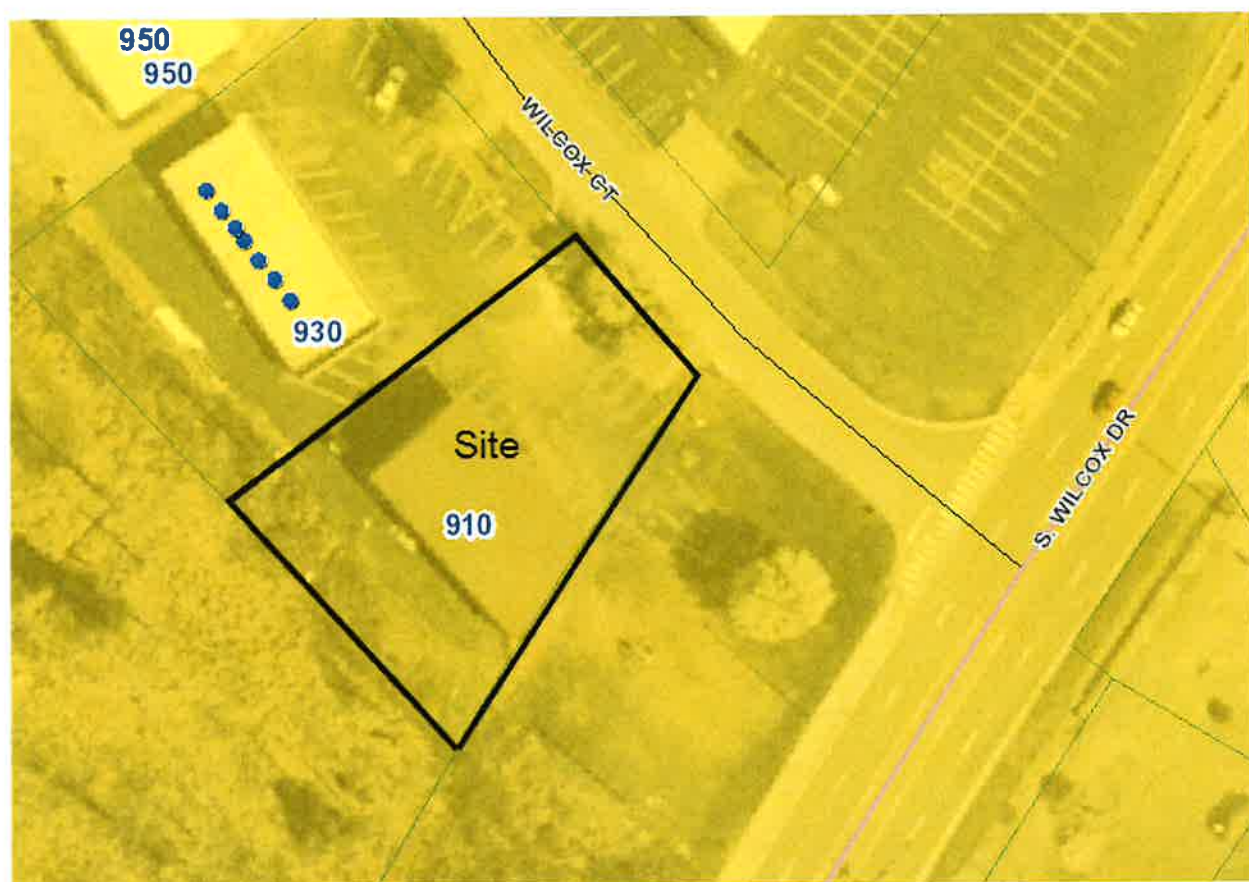
The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the western corner of parcel 012.45, Tax Map 061, thence in a northeasterly direction, approximately 173 feet to a point, said point being the northern corner of parcel 012.45 in common with the western right-of-way of Wilcox Court; thence in a southeasterly direction, following the western right-of-way of Wilcox Court, approximately 72 feet to a point, said point being the eastern corner of parcel 012.45 in common with the western right-of-way of Wilcox Court and the western right-of-way of S. Wilcox Drive; thence in a southwesterly direction, following the western right-of-way of S. Wilcox Drive, approximately 174 feet to a point, said point being the southern corner of parcel 012.45 in common with the western right-of-way of S. Wilcox Drive; thence in a northwesterly direction, approximately 132 feet to the point of BEGINNING, and being all of parcel 012.45, Tax Map 061, as shown on the 2022 Sullivan County Tax Maps.

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

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

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 9/19/2022



ORDINANCE NO. _____

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

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Wilcox Court from the M-1, Light Manufacturing District to the B-3, Highway Oriented Business District in the 13th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the western corner of parcel 012.45, Tax Map 061, thence in a northeasterly direction, approximately 173 feet to a point, said point being the northern corner of parcel 012.45 in common with the western right-of-way of Wilcox Court; thence in a southeasterly direction, following the western right-of-way of Wilcox Court, approximately 72 feet to a point, said point being the eastern corner of parcel 012.45 in common with the western right-of-way of Wilcox Court and the western right-of-way of S. Wilcox Drive; thence in a southwesterly direction, following the western right-of-way of S. Wilcox Drive, approximately 174 feet to a point, said point being the southern corner of parcel 012.45 in common with the western right-of-way of S. Wilcox Drive; thence in a northwesterly direction, approximately 132 feet to the point of BEGINNING, and being all of parcel 012.45, Tax Map 061, as shown on the 2022 Sullivan County Tax Maps.

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

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING _____

PASSED ON 2ND READING _____

Kingsport Regional Planning Commission
Rezoning Report

File: REZONE22-0209

Wilcox Court Rezoning

Property Information			
Address	901 Wilcox Court		
Tax Map, Group, Parcel	Map 061, Parcel 012.45		
Civil District	13		
Overlay District	Gateway		
Land Use Designation	Retail/Commercial		
Acres	0.499 +/-		
Existing Use	Vacant structure	Existing Zoning	M-1
Proposed Use	Beauty salon-spa	Proposed Zoning	B-3
Owner /Applicant Information			
Name: Twelve Point Holdings Address: 4189 Collins Hwy City: Pikeville State: KY Zip Code: 41501 Phone: 606-639-9675		Intent: <i>To rezone from M-1 to B-3 for the purpose of conducting a beauty salon-spa use on the property.</i>	
Planning Department Recommendation			
The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons: <p style="margin-left: 40px;"><i>The rezoning site is identified as appropriate for commercial use in the 2030 Future Land Use Plan.</i></p> <p style="margin-left: 40px;"><i>The submitted zoning development plan demonstrates adherence to the B-3 zone standards.</i></p> <p>Staff Field Notes and General Comments:</p> <p style="margin-left: 40px;"><i>The site has frontage and visibility along with Wilcox Court and Wilcox Drive</i></p> <p style="margin-left: 40px;"><i>The new B-3 zone would treat the frontage of this development similar to the way the frontage of the development is treated on the other side (the northeast side of Wilcox Ct) with a commercial B-3 zone.</i></p>			
Planner:	Ken Weems	Date:	September 8, 2022
Planning Commission Action		Meeting Date:	September 15, 2022
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Kingsport Regional Planning Commission

Rezoning Report

File: REZONE22-0209

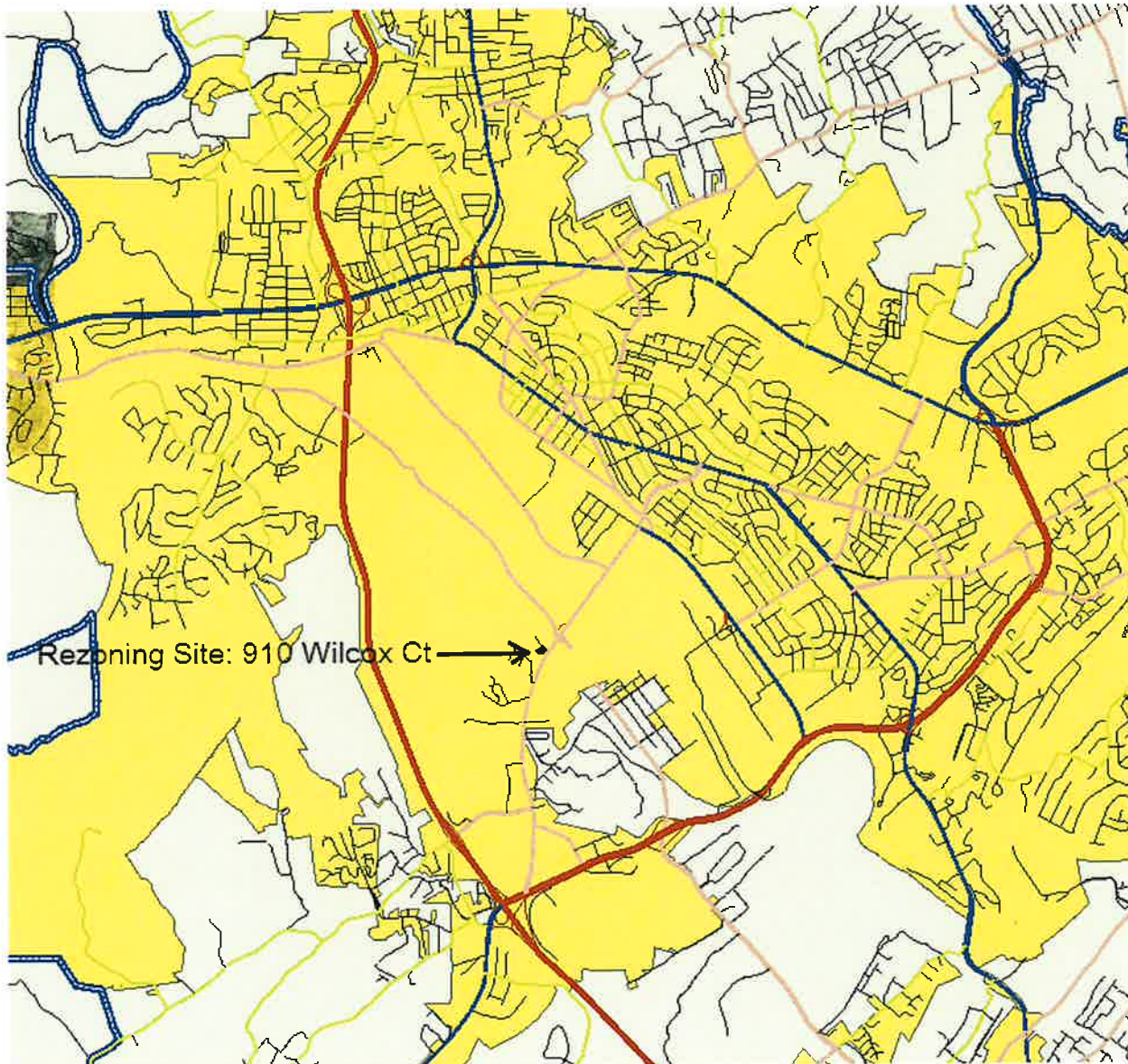
PROPERTY INFORMATION

ADDRESS	910 Wilcox Court
DISTRICT	13
OVERLAY DISTRICT	Gateway
EXISTING ZONING	M-1 (Light Manufacturing)
PROPOSED ZONING	B-3 (Highway Oriented Business)
ACRES	0.499 +/-
EXISTING USE	vacant structure
PROPOSED USE	beauty salon-spa

INTENT

To rezone from M-1 to B-3 for the purpose of conducting a beauty salon-spa use on the property.

Vicinity Map



Surrounding Zoning Map



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



Aerial

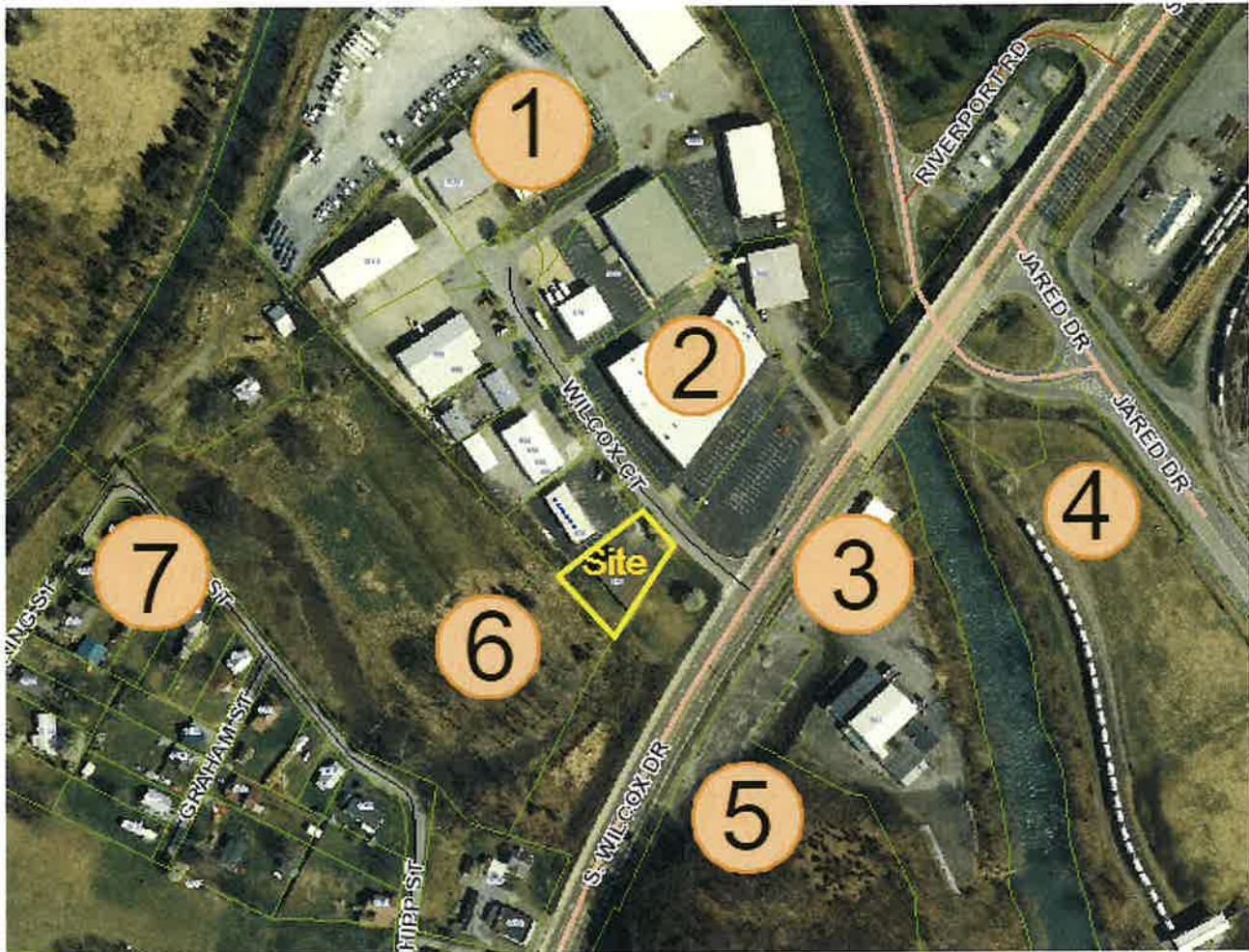


View Toward S. Wilcox Drive from Site



View Across Wilcox Court from Site





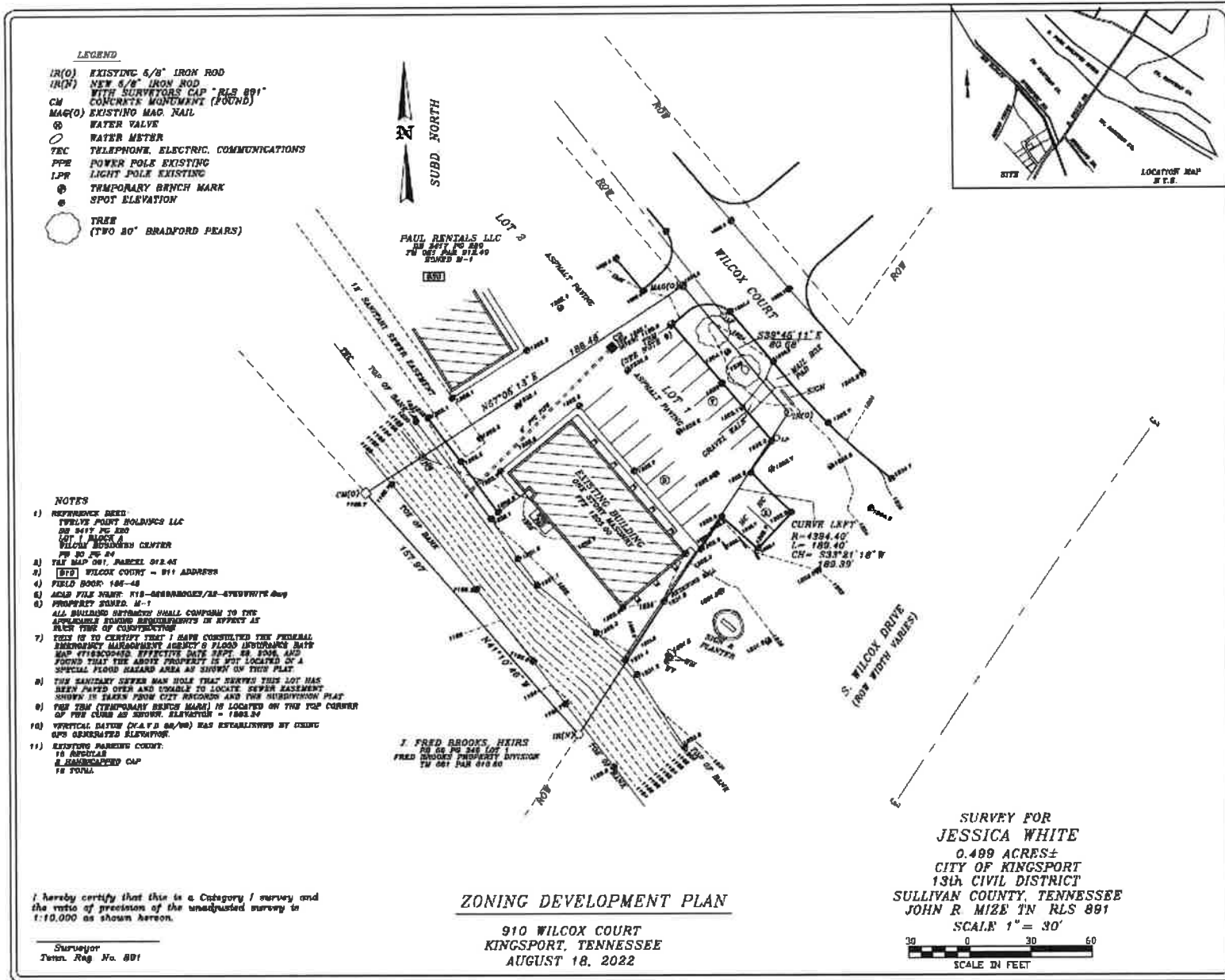
Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: M-1</u> Use: <u>current home of Eagle Transport</u>	n/a
Further North and Northwest	2	<u>Zone: City B-3</u> Use: <u>various commercial suites</u>	n/a
East	3	<u>Zone: City B-3</u> Use: <u>Williams Electric</u>	n/a
Further East	4	<u>Zone: City M-2</u> Use: <u>Eastman Chemical expansion</u>	n/a

Kingsport Regional Planning Commission**Rezoning Report****File: REZONE22-0209**

		area	
Southeast and South	5	<u>Zone: City B-3</u> Use: vacant	n/a
Further South	6	<u>Zone: City M-2</u> Use: vacant	n/a
West	7	<u>Zone: City R-1B</u> <u>Use: single family</u>	n/a

Zoning Development Plan for Existing Conditions



Standards of Review

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

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal would permit a use that is suitable to accommodating the future land use plan and provide for commercial uses similar to those on the opposite side of Wilcox Court.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposal should not adversely affect the existing use or usability of adjacent or nearby property. The same afforded commercial uses are already present on the opposite side of Wilcox Court.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property to be affected by the proposal does have a reasonable economic use as currently zoned. The proposed commercial use could be an initial commercial rezoning in the area that sparks more commercial rezoning requests along Wilcox Court.
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposal conforms to the 2030 future land use plan.

Use: beauty salon-spa

The Future Land Use Plan Map recommends retail/commercial

- 5. Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property, to include frontage along the minor arterial street of Wilcox Drive, provide supporting grounds to approve the rezoning effort.
- 6. Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in relation to the existing conditions. The proposed district boundaries are logically drawn relative to existing conditions as well.
- 7. Whether the change will create an isolated district unrelated to similar districts:** The proposed B-3 zone could be considered an extension of the existing B-3 zone and use to the northeast of the rezoning site.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from M-1 to B-3. The proposal conforms to the future land use plan as a retail/commercial use.



AGENDA ACTION FORM

An Ordinance Abandoning a Stormwater Easement located at 1117, 1121, 1125, & 1129 Tay Station

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

Action Form No.: AF-259-2022
 Work Session: October 3, 2022
 First Reading: October 4, 2022

Final Adoption: October 18, 2022
 Staff Work By: Savannah Garland
 Presentation By: S. Garland

Recommendation:

- Hold Public Hearing
- Approve ordinance abandoning stormwater easement located on 1117, 1121, 1125, & 1129 Tay Station.

Executive Summary:

This is an owner-requested stormwater easement abandonment. The easement at issue crosses four lots along Tay Station in the new West Gate Development. The owner of 1117, 1121, 1125, & 1129 Tay Station worked with our City Engineering Department to reroute stormwater sewer from these relatively new lots, thus making them buildable for new single family homes. City departments as well as local utility providers have reviewed the request and no longer have a need for the stormwater easement proposed for abandonment due to the relocation of the stormwater infrastructure. During their September 2022 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the abandonment to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on October 19th, 2022.

The easement in question was acquired by City via a Deed of Easement dated August 25th, 1983 and recorded at Deed Book 366c Page 490. The owner has requested City abandon only that portion of the aforementioned easement which crosses owner's property. A quit claim deed will be executed by the city to the property owner for the abandoned portion of the easement.

Attachments:

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

Funding source appropriate and funds are available: *gm*

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, October 4th, 2022, to consider the storm water line easement abandonment located off Tay Station. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The utility easement proposed for abandonment is generally described as follows:

Beginning at a point in the eastern line of lot 7 of the West Gate Housing Development, said point being N 18°23'44" W a distance of 7.47' from the southeastern corner of lot 7; thence S °18'24' E a distance of 18.50' to a point in the eastern line of lot 6; thence S 22°03'16" E a distance of 185.94' to a point in the western line of lot 4; thence S 22°03'16" W a distance of 42.24' to a point; thence S 20°42'44" E a distance of 218.37' to a point on the line of Gary C & Andrea Andes; thence with Andes line S 86°24'20" W a distance of 12.56' to a point; thence leaving Andes N 20°42'44" W a distance of 219.38' to a point; thence N 22°03'16" E a distance of 61.05' to a point on the western line of lot 4; thence N 22°03'16" E a distance of 185.90' to the point of BEGINNING, as shown on a map dated August 30, 2022 prepared by CRS Land Surveying LLC.

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

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

CITY OF KINGSPORT
Angie Marshall, City Clerk
P1T: 9/19/2022

ORDINANCE NO. _____

AN ORDINANCE TO ABANDON A SECTION OF A
STORMWATER SEWER EASEMENT LOCATED OFF OF TAY
STATION SITUATED IN THE CITY OF KINGSPORT, TWELFTH
CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, City acquired an easement for the installation, operation, and maintenance of a stormwater sewer located in the 12th Civil District of Sullivan County as more particularly described in a deed of record dated August 25, 1983 recorded at Deed Book 366c Page 490 in the Office of the Sullivan County Register of Deeds; and

WHEREAS, after due investigation and careful consideration at a public meeting held on September 15th, 2022, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants abandoning that portion of stormwater sewer easement described herein, nor can any future use of the same water line easement purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on September 15th, 2022, the Kingsport Regional Planning Commission recommends to the Board of Mayor and Aldermen to abandon the stormwater sewer easement described herein; and

WHEREAS, a public hearing before the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, was held on the 4th day of October 2022, and notice thereof published in the Kingsport Times-News on the 19th day of September, 2022.

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

SECTION I. The city hereby abandons that portion of the stormwater sewer easement located in the 12th Civil District of Sullivan County, Tennessee, acquired by City by deed of record in Deed Book 366c Page 490 described as follows:

BEING a twelve (12) foot strip of land lying six (6) feet either side of side of a centerline described as follows:

To find the point of beginning, COMMENCE at a concrete monument located at the intersection of the northwesterly right-of-way line of West Stone Drive (U.S. HWY 11-W) with the northeasterly right-of-way line of State Highway 23 and corner to Outside #1 (Ed H. Street, Jr., Et. Ux. Judy R. Street property); thence along the common line of the said northeasterly right-of-way line of State Highway 23 Outside #1 (Ed H. Street, Jr., Et. Ux. Judy R. Street property), N 59° 08' 45" W – 34.04 feet; thence across Outside #1 (Ed H. Street, Jr., Et. Ux. Judy R. Street property), two calls as follows: N 72° 42' E - 42.25 feet to the point of intersection with "B" line; N 20° 40" W – 97.72 feet to a point in the common property line of Outside #1 (Ed H. Street, Jr., Et. Ux. Judy R. Street property) and Outside #2 (Ed H. Street, Jr., Et. Ux. Judy R. Street property) thence across the said Outside #2 (Ed H. Street, Jr., Et. Ux. Judy R. Street property), N 20° 40' W 121.04 feet to a point in the common property line of the said Outside #2 (Ed H. Street, Jr., Et. Ux. Judy R. Street property) and Tract 1 (Ed H. Street, Jr., Et. Ux. Judy R. Street property); to the POINT OF BEGINNING thence across the said Tract 1 (Ed H. Street, Jr., Et. Ux. Judy R. Street property), two calls as follows: N 20° 40" W – 219.12 feet to a point; N 22° 06' E – 237.57 feet to a point in the south-westerly right-of-way line of Plantation Road said point being located S 18° 21' E – 412.46 feet, as measured along the said southwesterly right-of-way line of Plantation Road from the common corner of Tract 1 (Ed H. Street, Jr., Et. Ux. Judy R. Street property) and Model City Associates.

Being a part of the same property conveyed to Ed H. Street, Jr., and wife Judy R. Street, by deed from William T. Taff, unmarried, dated the 10th day of March 1983, and being of record in the Register's Office for Sullivan County at Blountville, Tennessee at Book 345c at Page 641 to which reference is hereby made.

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: _____

Property Information	Sewer line Easement Abandonment		
Address	1117,1121,1125, & 1129 Tay Station		
Tax Map, Group, Parcel	Easement located on Tax Map 045C, E, .004, .005, .006, .007		
Civil District	12 th Civil District		
Overlay District	N/A		
Land Use Designation	R-3; Residential		
Acres	+/- 5.176		
Applicant #1 Information		Intent	
Name: Land Star Partners, LLC Address: 367 Hog Hollow Rd. City: Johnson City State: TN Zip Code: 37615 Phone Number: 423-963-0198		Intent: <i>To abandon the existing storm water line easement.</i>	
Planning Department Recommendation			
<p>(Approve, Deny, or Defer)</p> <p>The Kingsport Planning Division recommends abandoning the storm water line easement located along Parcel .004, .005, .006, .007.</p> <ul style="list-style-type: none"> Request reviewed by all city departments Easement no longer needed <p>Staff Field Notes and General Comments:</p> <p>The storm water line easement area is a 12 foot wide storm water line crossing four parcels of Land Star Partners, LLC. The City Departments have taken a look at the request to abandon the utility easement. It has come to a conclusion that the storm water line easement is no longer needed and City staff no longer see any future use for this easement. Staff recommends sending a positive recommendation to the Board Mayor and Alderman for the abandonment of the storm water easement.</p>			
Planner:	Garland	Date: 8/31/2022	
Planning Commission Action		Meeting Date:	September 15, 2022
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION**Storm water line Easement Abandonment****ADDRESS****1117, 1121, 1125, 1129 Tay Station****DISTRICT, LAND LOT****Sullivan County****12th Civil District, Parcel .004, .005, .006, .007****OVERLAY DISTRICT****N/A****CURRENT ZONING****R-3; Residential****PROPOSED ZONING****No Change****ACRES +/- 5.176****EXISTING USE Utilities****PROPOSED USE****PETITIONER 1: Land Star Partners, LLC**
367 Hog Hollow Rd., Johnson City TN 37615**INTENT**

The owner has requested that the City of Kingsport abandon the old 12-ft wide storm water line utility easement because it crosses through four parcels.

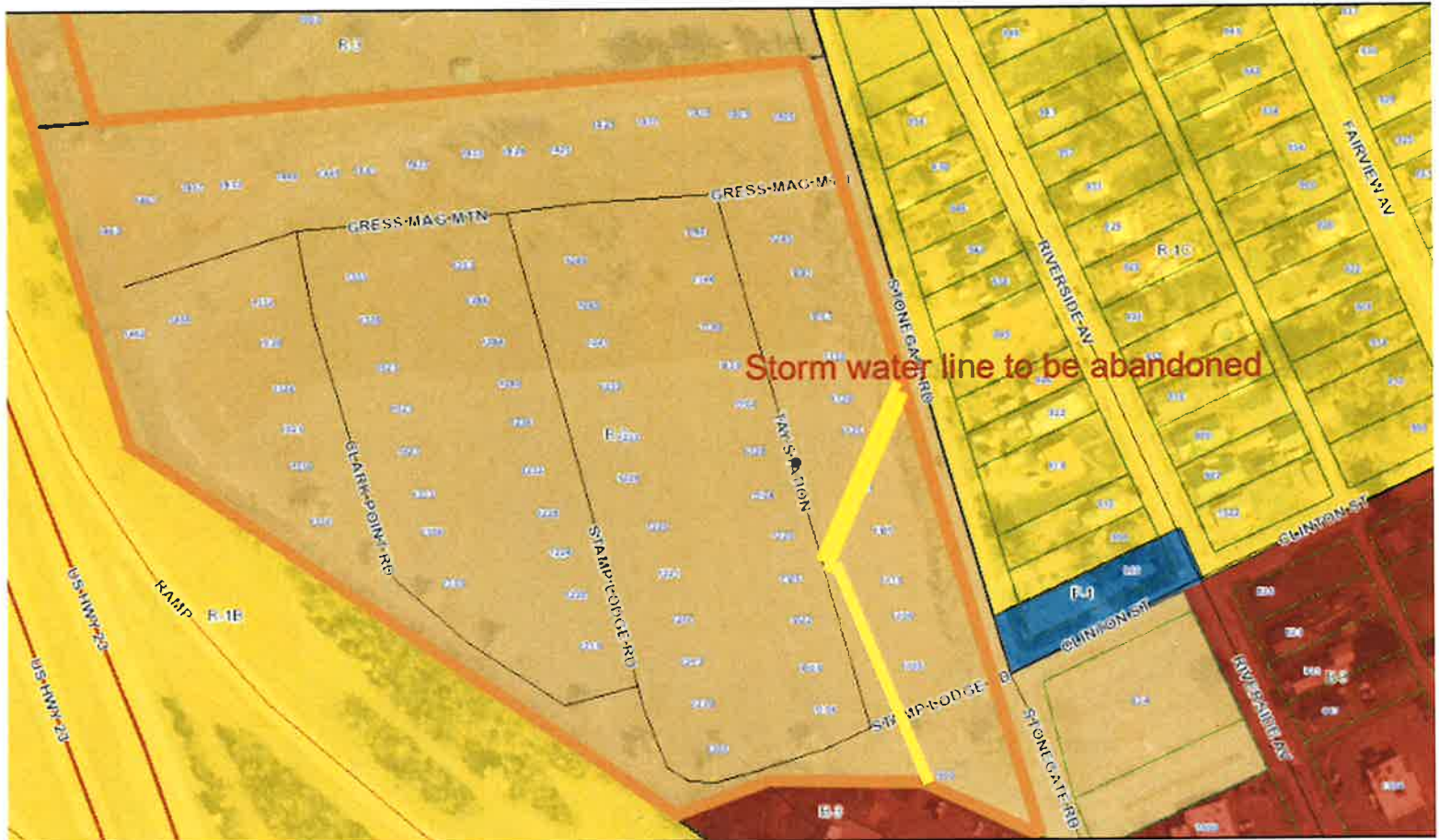
City Departments have taken a look at the request to abandon the utility easement. It has come to a conclusion that the storm water line easement is no longer needed and City staff no longer see any future use for this easement. The developer is currently working on relocating the new storm drain. Staff recommends sending a positive recommendation to the Board Mayor and Alderman for the abandonment of the storm water easement.

awkins County Parcels  Railroad_ROW Sullivan County Parcels  Railroad_ROW Washington County Parcels  Railroad_ROW
 Lake_Pond  River  Lake_Pond  River  Lake_Pond  River
 Parcel_Conflict  Street_ROW  Parcel_Conflict  Street_ROW  Parcel_Conflict  Street_ROW
 Parcels  Parcels  Parcels * Kpt 911 Address



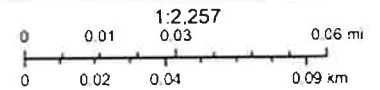
Web AppBuilder for ArcGIS

Zoning



9/31/2022, 2:34:39 PM

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



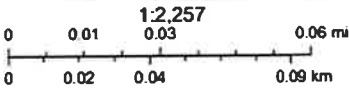
Web App Builder for ArcGIS

Utilities



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- | | | | | | |
|-------------------------|--------------|-------------------------|--------------|---------------------------|--------------|
| Lawrence County Parcels | Railroad_ROW | Sullivan County Parcels | Railroad_ROW | Washington County Parcels | Railroad_ROW |
| Lake_Pond | River | Lake_Pond | River | Lake_Pond | River |
| Parcel_Conflict | Street_ROW | Parcel_Conflict | Street_ROW | Parcel_Conflict | Street_ROW |
| Parcels | | Parcels | | Parcels | |
- * Kpt 911 Address

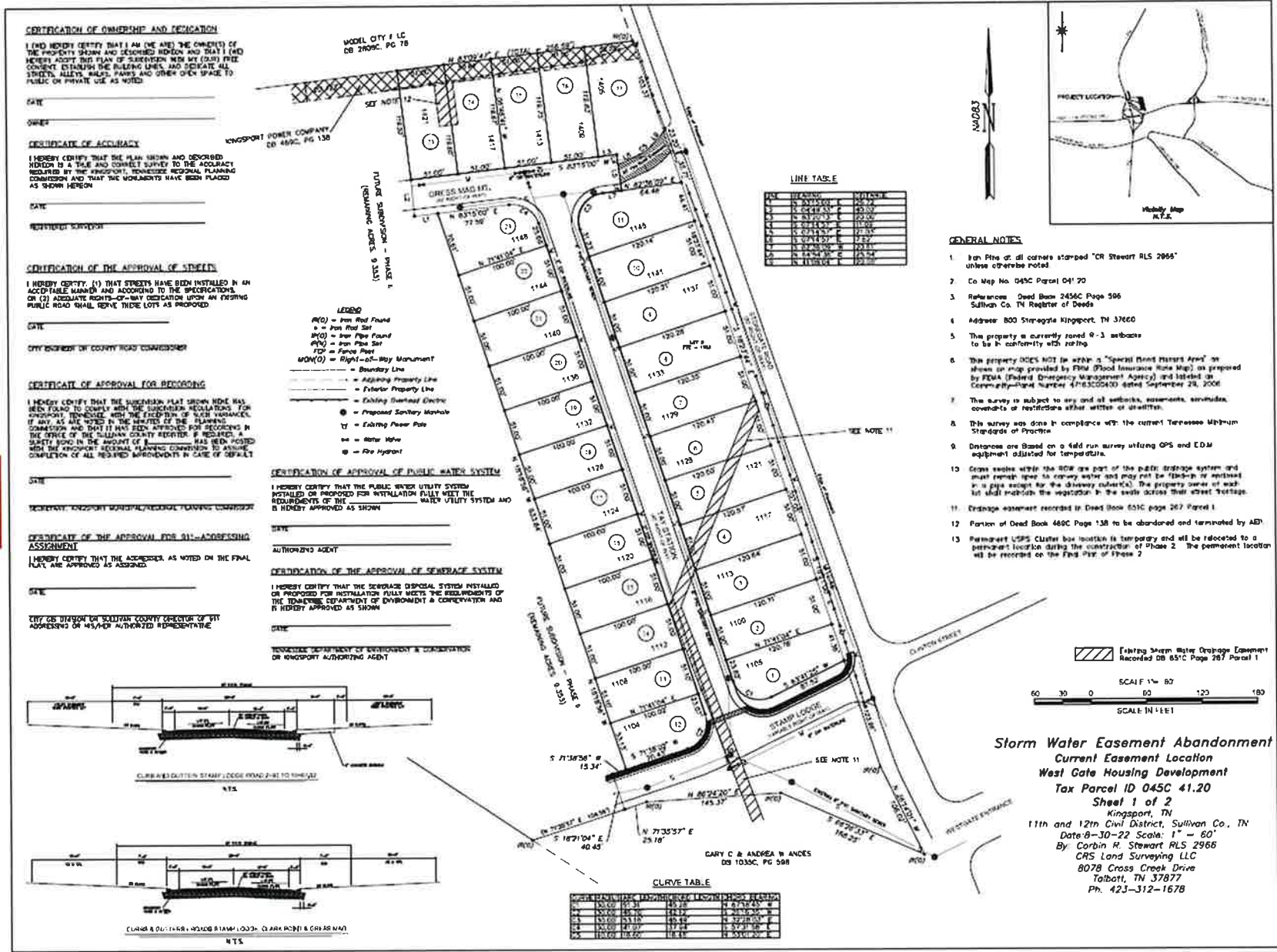


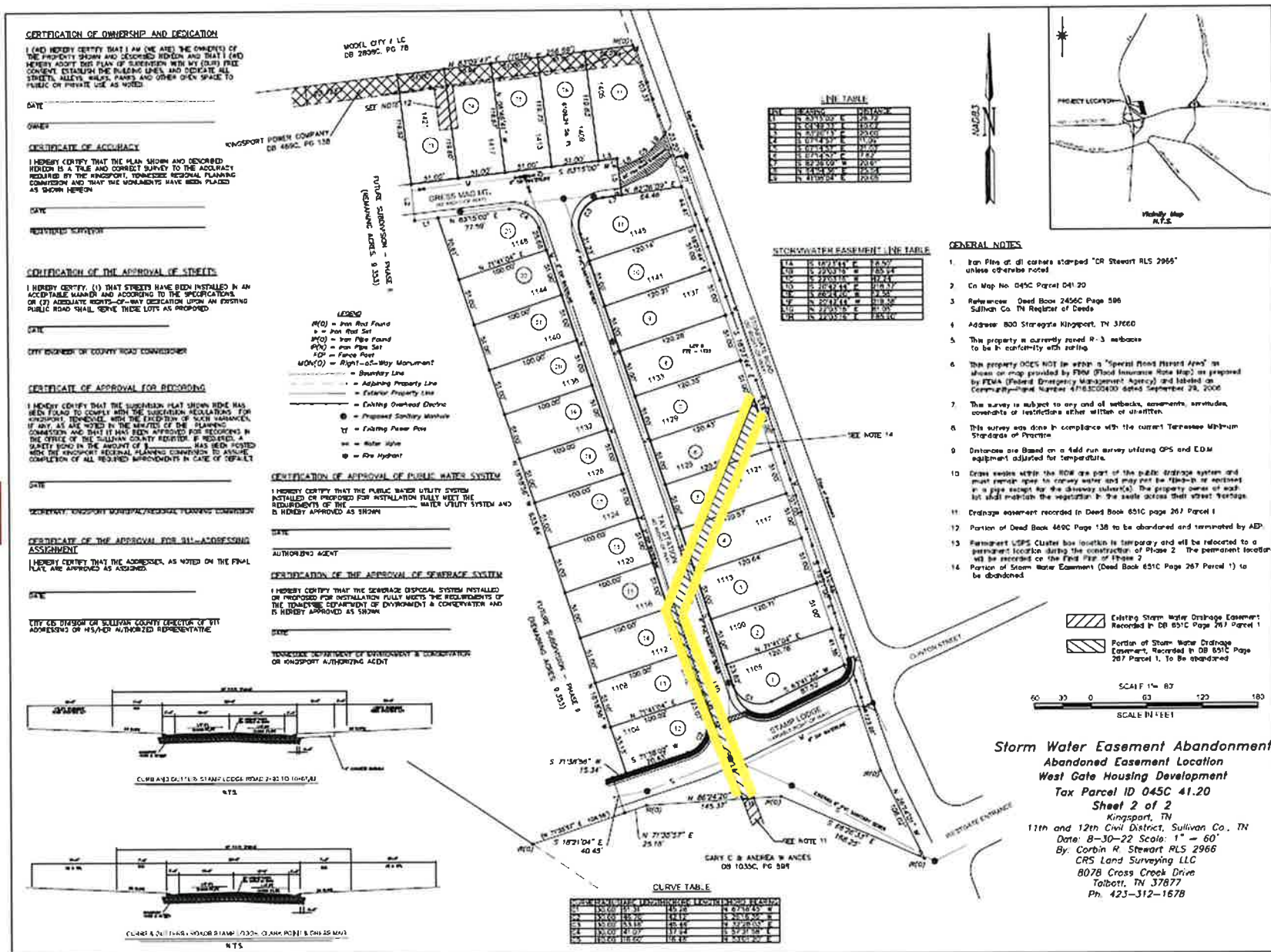
Web AppBuilder for ArcGIS

METES AND BOUNDS DESCRIPTION OF STORMWATER EASEMENT TO BE ABANDONED

All that tract, piece, or parcel of land situate in the City of Kingsport, Sullivan County Tennessee, being a portion of a 12-ft wide storm water easement crossings lands of Landstar Partners LLC (Tax parcel 45C 041.20), said portion to be abandoned by the City of Kingsport and being more particularly described as follows:

BEGINNING at a point in the eastern line of lot 7 of the West Gate Housing Development, said point being N 18°23'44" W a distance of 7.47' from the southeastern corner of lot 7;
thence S 0°18'24" E a distance of 18.50' to a point in the eastern line of lot 6;
thence S 22°03'16" E a distance of 185.94' to a point in the western line of lot 4;
thence S 22°03'16" W a distance of 42.24' to a point;
thence S 20°42'44" E a distance of 218.37' to a point on the line of Gary C & Andrea Andes;
thence with Andes line S 86°24'20" W a distance of 12.56' to a point;
thence leaving Andes N 20°42'44" W a distance of 219.38' to a point;
thence N 22°03'16" E a distance of 61.05' to a point on the western line of lot 4;
thence N 22°03'16" E a distance of 185.90' to the point of BEGINNING, as shown on a map dated August 30, 2022 prepared by CRS Land surveying LLC.

BEFORE



RECOMMENDATION:

Staff recommends sending a favorable recommendation to the Board of Mayor and Alderman for the storm water line easement abandonment along 1117, 1121, 1125, and 1129 Tay Station.



AGENDA ACTION FORM

A Resolution and Budget Ordinance to Enter into a Contractual Agreement and Sign All Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses For FY 22-23

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

Action Form No.: AF- 294-2022
 Work Session: October 3, 2022
 First Reading: October 4, 2022

Final Adoption: October 18, 2022
 Staff Work By: Candace Sherer
 Presentation By: C. Sherer

Recommendation:

Approve the resolution.
 Approve the budget ordinance.

Executive Summary:

Annually, the City of Kingsport enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for the operation of the Kingsport Area Transit Service. Projected State operation reimbursements for the contract term is \$688,500.00. The City's total matching for this contract is \$172,125.00.

These funds are utilized for the annual operation of fixed-route bus and ADA/Paratransit service. All sources of funding were included in the approved FY 2022-2023 budget for the City of Kingsport.

Tennessee Dept. of Transportation	\$688,500
City of Kingsport	\$172,125
Total	\$860,625

The local funding for this project has been approved in the FY 22-23 City Budget.

Attachments:

1. Resolution
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: *jm*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A REIMBURSEMENT GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CITY'S TRANSIT SYSTEM OPERATING EXPENDITURES FOR FISCAL YEAR 2022-2023; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

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

WHEREAS, the city's total allocation from TDOT for fiscal year 2022-2023 is \$688,500.00; and

WHEREAS, the city local budget for fiscal year 2022-2023, is \$172,125.00, which is available in account FTA023; and

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

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation in an amount up to \$688,500.00 for reimbursement of operating expenses for the city's transit system for fiscal year 2020-2021 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a contract with the Tennessee Department of Transportation, in the amount up to \$688,500.00, for reimbursement of operating expenses for the city transit system services in fiscal year 2022-2023, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

TDOT PROJECT NO.: 82UROP-S3-035
DGA NO.: DG-23-73938

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

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

Grantee Edison Vendor ID #1562

A. SCOPE OF SERVICES AND DELIVERABLES:

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

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

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

and equipment.

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

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

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

B.TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2022 ("Effective Date") and ending on June 30, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C.PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Eighty-eight Thousand, Five Hundred Dollars and No Cents (\$688,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

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

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

Tennessee Department of Transportation
Multimodal Transportation Resources Division
505 Deaderick Street – James K. Polk Building, Suite1200
Nashville, Tennessee 37243

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

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

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

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

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

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

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

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

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

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

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

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

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

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

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

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

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

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

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

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint

costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

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

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

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

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

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

The State:

Brenden Henderson, Program Monitor 2 Tennessee Department of Transportation Multimodal Transportation Resources Division James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Telephone # (615) 253-4942
FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP
Public Transportation Manager
Kingsport Area Transit Service
900 East Main Street
Kingsport, Tennessee 37660
ChrisCampbell@KingsportTn.gov
Telephone # (423) 224-2857
FAX # (423) 224-2615

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

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

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

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other

classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

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

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

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

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

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

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

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

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

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

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

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

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

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

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

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

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

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

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

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

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

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

circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

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

D.26. Reserved.

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

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

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

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

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

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

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

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract, been convicted of or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

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

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

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII;

(B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and

representatives. The State reserves the right to review

E.4. Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII. The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

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

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

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

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

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

No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors
[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 4th day of October, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

ORDINANCE NO.

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

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

SECTION I. That the Urban Mass Transit Capital/Grant Fund budget be increased by appropriating funds received from the Tennessee Department of Transportation in the amount of \$688,500 and matching funds from the General Fund in the amount of \$172,125 to the Transit CARES Grant project (FTA022) and by appropriating \$100,000 to the Bus Fares TN-90-X150 line (123-0000-365.20-09), \$65,000 to the ADA Paratransit line (123-0000-365.21-00) and \$140,000 to the Rental of Land and Building line (123-0000-368.15-00) to the Transit CARES Grant project (FTA022).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Urban Mass Transit Fund: 123			
FY22 Operations Grant (FTA022)			
<u>Revenues:</u>	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	0	0	0
123-0000-332.90-00 Dept of Transportation	3,084,174	688,500	3,772,674
123-0000-365.20-09 Bus Fares TN-90-X150	0	100,000	100,000
123-0000-365.21-00 ADA Paratransit	0	65,000	65,000
123-0000-368.15-00 Rental of Land & Building	0	140,000	140,000
123-0000-391.01-00 From General Fund	369,800	172,125	541,925
Totals:	3,453,974	1,165,625	4,619,599

<u>Expenditures:</u>	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	1,688,390	523,337	2,211,727
123-5901-602.10-11 Overtime	52,400	61,047	113,447
123-5901-602.10-20 Social Security	187,670	(20,000)	167,670
123-5901-602.10-30 Group Health Insurance	214,320	102,155	316,475
123-5901-602.10-41 TCRS Retirement	122,910	58,502	181,412
123-5901-602.10-43 ICMA Retirement	70,430	51,292	121,722
123-5901-602.10-50 Life Insurance	3,010	932	3,942
123-5901-602.10-52 Long Term Disability Ins	3,360	631	3,991
123-5901-602.10-60 Workmen's Compensation	40,770	(35,000)	5,770
123-5901-602.10-61 Unemployment Insurance	2,480	520	3,000
123-5901-602.20-10 Advertising & Publication	5,000	0	5,000
123-5901-602.20-11 Printing & Binding	11,250	8,000	19,250
123-5901-602.20-20 Professional/Consultant	57,000	0	57,000
123-5901-602.20-21 Accounting & Auditing	6,000	0	6,000
123-5901-602.20-30 Electric Service	25,600	25,600	51,200
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	6,000	1,267	7,267

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	13,500	13,500	27,000
123-5901-602.20-44	Literature/ Subscriptions	2,100	2,100	4,200
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	9,600	6,086	15,686
123-5901-602.20-55	Repairs & Maintenance	56,400	0	56,400
123-5901-602.20-56	Repairs & Maint-Vehicles	270,000	440,000	710,000
123-5901-602.20-69	Stormwater Fee Expense	600	3,037	3,637
123-5901-602.20-75	Temporary Employees	36,600	(25,000)	11,600
123-5901-602.20-99	Miscellaneous	247,004	100,000	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	0	7,729	7,729
123-5901-602.40-68	Covid-19	0	7,690	7,690
123-5901-602.50-10	Buildings	6,180	0	6,180
123-5901-602.50-26	Vehicle Ins Chgd by FLM	7,800	2,200	10,000
123-5902-602.20-56	Repair & Maint-Vehicles	170,000	(170,000)	0
Totals:		3,453,974	1,165,625	4,619,599

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

A Budget Ordinance to Appropriate \$44,000.00 from the Tennessee Highway Safety Office's (THSO) FY '23 Grant

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

Action Form No.: AF-292-2022
 Work Session: October 3, 2022
 First Reading: October 4, 2022

Final Adoption: October 18, 2022
 Staff Work By: Capt. Randall Gore
 Presentation By: Chief Phipps

Recommendation:

Approve the budget ordinance.

Executive Summary:

On April 5, 2022 via AF-71-2022, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Tennessee Highway Safety Office (THSO) Grant. We have been notified that we were approved for \$44,000.00 in grant funds for the upcoming fiscal year. The grant will be utilized for traffic safety enforcement overtime and the purchase of traffic safety equipment.

There are no matching fund requirements.

Attachments:

1. Budget 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: *aw*

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

PROPOSED

ORDINANCE NO. _____ CITY RECORDER

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

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

SECTION I. That the General Project/Special Revenue Fund budget be amended by appropriating funds received from the Tennessee Highway Safety Office in the amount of \$44,000 to the TN Highway Safety Office Grant project (NC2307) to enforce traffic safety. No matching funds are required.

Account Number/Description:

Fund 111: General Project/Special Rev

Fund

TN Highway Safety Office Grant (NC2307)

Revenues:

111-0000-337.60-10 Safety/Homeland Security

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
0	44,000	44,000
0	44,000	44,000

Expenditures:

111-0000-601.10-11 Overtime

111-0000-601.10-20 Social Security

111-0000-601.10-30 Health Insurance

111-0000-601.10-41 TCRS Retirement

111-0000-601.10-43 ICMA/Retirement

111-0000-601.10-50 Life Insurance

111-0000-601.10-52 Long Term Disability

111-0000-601.10-60 Workmen's Comp

111-0000-601.10-61 Unemployment Ins.

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
0	30,000	30,000
0	3,520	3,520
0	535	535
0	7,200	7,200
0	2,135	2,135
0	130	130
0	80	80
0	270	270
0	130	130
0	44,000	44,000

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

A Budget Ordinance to Appropriate \$20,000.00 from the Tennessee Highway Safety Office's (THSO) FY '23 Coordinator Grant

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

Action Form No.: AF-293-2022
 Work Session: October 3, 2022
 First Reading: October 4, 2022

Final Adoption: October 18, 2022
 Staff Work By: Capt. Randall Gore
 Presentation By: Chief Phipps

Recommendation:

Approve the budget ordinance.

Executive Summary:

On April 5, 2022 via AF-73-2022, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Tennessee Highway Safety Office (THSO) Coordinator grant. We have been notified that we were approved for \$20,000.00 in grant funds for the upcoming fiscal year. The grant will be utilized to pay for Officer Matt McGuire's travel/training to various traffic related workshops and conferences. Additional funds will be used for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities.

There are no matching fund requirements.

Attachments:

1. Budget 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: *aw*

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

ORDINANCE NO. _____

PROPOSED
CITY OF KINGSFORT

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

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

SECTION I. That the General Project/Special Revenue Fund budget be amended by appropriating funds received from the Tennessee Highway Safety Office in the amount of \$20,000 to the THSO Coordinator Grant project (NC2308) to enforce traffic safety. No matching funds are required.

Account Number/Description:

Fund 111: General Project/Special Rev Fund
THSO Coordinator Grant (NC2308)

Revenues:

111-0000-337.60-10 Safety/Homeland Security

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
0	20,000	20,000
0	20,000	20,000

Expenditures:

111-0000-601.10-11 Overtime
111-0000-601.10-20 Social Security
111-0000-601.10-30 Health Insurance
111-0000-601.10-41 TCRS Retirement
111-0000-601.10-50 Life Insurance
111-0000-601.10-52 Long Term Disability
111-0000-601.10-60 Workmen's Comp
111-0000-601.10-61 Unemployment Ins.
111-0000-601.20-40 Travel Expense
111-0000-601.20-41 Registration Fees/Tuition
111-0000-601.30-20 Operating Supplies & Tool

Totals:

\$	\$	\$
0	450	450
0	40	40
0	50	50
0	120	120
0	30	30
0	20	20
0	50	50
0	40	40
0	1,500	1,500
0	1,500	1,500
0	16,200	16,200
0	20,000	20,000

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

A Budget Adjustment Ordinance for Various Funds in FY23

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

Action Form No.: AF-307-2022
 Work Session: October 3, 2022
 First Reading: October 4, 2022

Final Adoption: October 18, 2022
 Staff Work By: John Morris
 Presentation By: C. McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The General Project/Special Revenue Fund is being increased by accepting a Assistance to Firefighters Grant from FEMA in the amount of \$353,293.00 to the Technical Rescue Grant project (NC2310).

The Library Governing Board Fund is being increased by accepting a donation for the purchase of a computer for the Library Archives from the Friends of the Library in the amount of \$889.00 to the Contributions From Non-Profit Groups line (137-0000-364.30-00) and to the Office Supplies line (137-4542-476.30-10).

The Water Project Fund is being amended by transferring \$500,000.00 from the Master Water Plan Upgrades project (WA2204) to the Meter Replacements project (WA2008) for the replacement of Water meters.

The Meadowview Project Fund be amended by transferring \$162,500.00 from the Meadowview Roof project (MV2000) to the Meadowview Equipment project (MV2300) for the purchase of chiller units. This expense is split with Eastman.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Jim*

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

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

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR
THE YEAR ENDING JUNE 30, 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 Project/Special Revenue Fund be increased by accepting a Assistance to Firefighters Grant from FEMA in the amount of \$353,293 to the Technical Rescue Grant project (NC2310).

SECTION II. That the Library Governing Board Fund be increased by accepting a donation for the purchase of a computer for the Library Archives from the Friends of the Library in the amount of \$889 to the Contributions From Non-Profit Groups line (137-0000-364.30-00) and to the Office Supplies line (137-4542-476.30-10).

SECTION III. That the Water Project Fund be amended by transferring \$500,000 from the Master Water Plan Upgrades project (WA2204) to the Meter Replacements project (WA2008) for the replacement of Water meters.

SECTION IV. That the Meadowview Project Fund be amended by transferring \$162,500 from the Meadowview Roof project (MV2000) to the Meadowview Equipment project (MV2300).

Fund 111: General Projects-Special Rev Fund

Technical Rescue Grant (NC2310)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.31-04 Assist To Firefighters	0	353,293	353,293
Totals	0	353,293	353,293

Expenditures:

	\$	\$	\$
111-0000-601.10-10 Salaries & Wages	0	160,000	160,000
111-0000-601.10-11 Overtime	0	8,050	8,050
111-0000-601.10-20 Social Security	0	12,480	12,480
111-0000-601.10-30 Group Health Ins	0	4,640	4,640
111-0000-601.10-42 TCRS Hybrid Retirement	0	13,600	13,600
111-0000-601.10-50 Life Insurance	0	320	320
111-0000-601.10-52 Long Term Disability	0	310	310
111-0000-601.10-60 Workmen's Comp	0	600	600
111-0000-601.20-20 Professional/Consultant	0	104,800	104,800
111-0000-601.20-53 Machinery/Equipment Rental	0	12,000	12,000
111-0000-601.30-20 Operating Supplies & Tools	0	36,493	36,493
Totals	0	353,293	353,293

Fund 137: Library Governing Board**Revenues:**

137-0000-364.30-00 From Non-Profits

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	889	889
Totals	0	889	889

Expenditures:

137-4542-476.30-10 Office Supplies

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	611	889	1,500
Totals	611	889	1,500

Fund 451: Water Project Fund**Master Water Plan Upgrades (WA2204)****Expenditures:**

451-0000-391.05-69 GO Bonds Series 2021

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	1,495,700	(500,000)	995,700
Totals	1,495,700	500,000	995,700

Expenditures:

451-0000-605.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	1,495,700	(500,000)	995,700
Totals	1,495,700	500,000	995,700

Meter Replacements (WA2008)**Expenditures:**

451-0000-391.05-48 GO Bonds Series 2018 B

451-0000-391.05-56 Series 2019 GO Improvment

451-0000-391.05-69 GO Bonds Series 2021

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	404,600	0	404,600
	2,595,400	0	2,595,400
	0	500,000	500,000
Totals	3,000,000	500,000	3,500,000

Expenditures:

451-0000-605.20-22 Construction Contracts

451-0000-605.20-23 Arch/Eng/Landscaping Serv

451-0000-605.30-20 Operating Supplies & Tool

451-0000-605.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	500,000	(93,689)	406,311
	0	71,310	71,310
	35,000	22,379	57,379
	2,465,000	500,000	2,965,000
Totals	3,000,000	500,000	3,500,000

Fund 454: Meadowview Project Fund**Meadowview Roof (MV2000)****Expenditures:**

454-0000-391.05-56 Series 2019 GO Improvement

454-0000-391.05-69 GO Bonds Series 2021

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	350,000	0	350,000
	902,133	(162,500)	739,633
Totals	1,252,133	(162,500)	1,089,633

Expenditures:

454-0000-601.20-22 Construction Contracts

454-0000-601.20-23 Arch/Eng/Landscaping Serv

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	1,196,989	(162,500)	1,034,489
	55,144	0	55,144
Totals	1,252,133	500,000	1,089,633

Meadowview Equipment (MV2300)

Expenditures:

454-0000-391.05-69 GO Bonds Series 2021

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
0	162,500	162,500
Totals	0	162,500

Expenditures:

454-0000-601.90-03 Improvements

\$	\$	\$
0	162,500	162,500
Totals	0	162,500

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

Appropriate \$7,035.00 from the USDOJ/Office of Justice Programs, FY '22 Bulletproof Vest Partnership Funding

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

Action Form No.: AF-310-2022
 Work Session: October 3, 2022
 First Reading: October 4, 2022

Final Adoption: October 18, 2022
 Staff Work By: Capt. Randall Gore
 Presentation By: Chief Phipps

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

On May 17, 2022 via AF-136-2022, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US Department of Justice Grant for funding of bulletproof vests. We have been notified that we were approved for \$7,035.00 in reimbursements for vest expenditures. A fifty percent match is required and the match is provided from the police department operating budget.

Attachments:

1. Budget Ordinance

Funding source appropriate and funds are available: *CM*

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

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL
PROJECT/SPECIAL REVENUE FUND BUDGET BY
APPROPRIATING GRANT FUNDS RECEIVED
FROM THE US DEPARTMENT OF JUSTICE FOR
THE YEAR ENDING JUNE 30, 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 Project-Special Revenue Fund budget be amended by appropriating grant funds received from the Department of Justice/Bureau of Justice Assistance Bulletproof Vest Partnership to the Bullet Proof Vest project (NC2309) in the amount of \$8,450 and requires a 50% local match of \$8,450 which is provided for in the Police Department operating budget.

Account Number/Description:

Fund 111: General Project-Special Revenue
Bullet Proof Vest Project (NC2309)

Revenues:

111-0000-331.38-00 U.S. Dept. of Justice
111-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
0	7,035	7,035
0	7,035	7,035
0	14,070	14,070

Expenditures:

111-3020-442.30-20 Operating Supplies & Tools

Totals:

0	14,070	14,070
0	14,070	14,070

Fund 110: General Fund

Expenditures:

110-3030-443.30-25 Safety Supplies
110-4804-481.70-35 General Proj-Spec Rev

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
10,000	(7,035)	2,965
3,535,000	7,035	3,542,035
3,545,000	0	3,545,000

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

A Budget Ordinance to Appropriate \$26,137.00 from the Department of Justice, Office of Justice Program's FY '22 Edward Byrne Memorial Justice Assistance Grant Program

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

Action Form No.: AF-312-2022
 Work Session: October 3, 2022
 First Reading: October 4, 2022

Final Adoption: October 18, 2022
 Staff Work By: Capt. Randall Gore
 Presentation By: Chief Phipps

Recommendation:

Approve the Budget Ordinance

Executive Summary:

On July 19, 2022 via AF-204-2022, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a grant from the Department of Justice FY '22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. We have been notified that we were approved for \$26,137.00 in grant funds for the upcoming fiscal year. The grant will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

Attachments:

1. Budget Ordinance

Funding source appropriate and funds are available: *Jm*

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

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE JUSTICE ASSISTANT GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Justice Assistant Grant Fund budget be amended by appropriating grant funds received from the Department of Justice Edward Byrne Memorial Justice Assistance Program (JAG) in the amount of \$26,137 to the Justice Assist/Technology project (JG2300) to purchase equipment and/or technology improvements. No matching funds are required.

Fund 134: Justice Assist Grant Fund
Justice Assist/Technology (JG2300)

<u>Revenues:</u>	\$	\$	\$
134-0000-331.45-37 BUREAU OF JUSTICE / JAG	0	26,137	26,137
<i>Totals:</i>	0	26,137	26,137
<u>Expenditures:</u>			
134-3030-443.90-06 PURCHASES \$5,000 & OVER	0	26,137	26,137
<i>Totals:</i>	0	26,137	26,137

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 Zoning of Tax Map 022, Parcel 036.10 and a Portion of Parcel 036.06 Located Along University Boulevard from the R-3, Low Density Apartment District and B-3, Highway Oriented Business District to the R-4, Medium Density Apartment District

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

Action Form No.: AF-270-2022
 Work Session: September 12, 2022
 First Reading: September 13, 2022

Final Adoption: **October 4, 2022**
 Staff Work By: Ken Weems
 Presentation By: K. Weems

Recommendation:

- Approve ordinance amending the zoning ordinance to rezone Tax Map 022, Parcel 036.10 and a portion of Parcel 036.06 located along University Boulevard from the R-3, Low Density Apartment District and B-3, Highway Oriented Business District to the R-4, Medium Density Apartment District.

Executive Summary:

This is an owner-requested rezoning of approximately 16.1 acres located along University Boulevard from the R-3 and B-3 zones to the R-4 zone. The purpose of the rezoning is to facilitate development of an additional 198 apartment units on the property. Citizen concern pertaining to potential traffic impacts, increased crime, and visibility of the project was received from 3 adjacent residents during planning commission consideration of the request. During their August 2022 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 6-0. The notice of public hearing was published on August 29, 2022.

Attachments:

1. Zoning 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*

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

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG UNIVERSITY BOULEVARD FROM THE R-3 AND B-3 DISTRICTS TO THE R-4, MEDIUM DENSITY APARTMENT DISTRICT IN THE 1ST CIVIL DISTRICT OF HAWKINS COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along University Boulevard from the R-3, Low Density Apartment District and B-3, Highway Oriented Business District to the R-4, Medium Density Apartment District in the 1st Civil District of Hawkins County; said area to be rezoned being further and more particularly described as follows:

Tract 1 (Parcel 036.10; R-3 Portion):

Beginning at a point, said point being on the easterly right-of-way of University Boulevard and the westerly common corner of Hawkins County, Tennessee tax parcels 022 036.06 and 022 036.10; thence in a northerly direction along said right-of-way for a distance of approximately 711.4 feet to a point, said pointing being the southeasterly corner of the intersection of University Boulevard and Bellingham Drive; thence along the southerly right-of-way of Bellingham Drive for a distance of approximately 682.5 feet to a point; said point being the shared property corner of Hawkins County, Tennessee tax parcels 022 036.10 and 022 036.12; thence S 21° 48' 43" E for a distance of 627.74' to a point; thence S 72° 54' 24" W for a distance of 699.75 feet to a point, said point being the point of beginning.

Tract 2 (a Portion of Parcel 036.06; B-3 Portion):

Beginning at a point, said point being on the easterly right-of-way of University Boulevard and the westerly common corner of Hawkins County, Tennessee tax parcels 022 036.06 and 022 036.10; thence S 72° 54' 24" W for a distance of 699.75 feet to a point; thence S 16° 23' 22"E for a distance of 565.07 feet to a point, said point being on the northerly right-of-way of West Stone Drive – Highway 11W; thence in a westerly direction along said right-of-way line for a distance of approximately 313.57 feet to a point; thence N 21° 41' 39" W for a distance of approximately 179.97 feet to a point; thence S 68° 16' 29" W for a distance of approximately 99.69 feet along the

common divisional lines of Hawkins County tax parcels 022 036.06 and 022 036.08; thence S 68° 16' 20" W for a distance of approximately 174.41 feet along the common divisional lines of Hawkins County, Tennessee tax parcels 022 036.06 and 022 031.00 to a point, said point being on the easterly right-of-way line of University Boulevard; thence in a northerly direction along said right-of-way line for a distance of approximately 71.36 feet to a point; thence N 68° 13' 17" E for a distance of approximately 210.44 feet along the common divisional line of Hawkins County, Tennessee tax parcels 022 036.06 and 022 036.02; thence N 21° 44' 18" W for a distance of approximately 119.61 feet along the common divisional line of Hawkins County, Tennessee tax parcels 022 036.06 and 022 036.02; thence S 68° 15' 25" W for a distance of approximately 186.65 feet along the common divisional line of Hawkins County, Tennessee tax parcels 022 036.06 and 022 036.02 to a point on the easterly right-of way of University Boulevard; thence N 01° 58' 47" E for a distance of approximately 99.92 feet along said right-of-way line to a point, said point being the point of beginning.

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

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

PASSED ON 1ST READING _____

PASSED ON 2ND READING _____



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for the Sewer Fund in FY23

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

Action Form No.: AF-242-2022
 Work Session: September 12, 2022
 First Reading: September 13, 2022

Final Adoption: **October 4, 2022**
 Staff Work By: John Morris
 Presentation By: C. McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The Sewer Fund budget is being amended by transferring \$250,000.00 from the Professional/Consultant line (412-5001-5001-501.20-20) and \$150,000.00 from the Operating Supplies and Tool line (412-5003-501.30-20) to the Depreciation line (412-5006-501.40-20) in the amount of \$400,000.00. This amendment was requested by the Director of the Division of Local Government Finance.

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: *2W*

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE SEWER 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 Sewer Fund budget be amended by transferring \$250,000 from the Professional/Consultant line (412-5001-501.20-20) and \$150,000 from the Operating Supplies & Tool line (412-5003-501.30-20) to the Depreciation line (412-5006-501.40-20) in the amount of \$400,000.

Account Number/Description:

Sewer Fund: 412

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
412-5001-501.20-20 Professional/Consultant	500,000	(250,000)	250,000
412-5003-501.30-20 Operating Supplies & Tool	650,000	(150,000)	500,000
412-5006-501.40-20 Depreciation	0	400,000	400,000
Total:	1,150,000	0	1,150,000

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

Resolution to Utilize Omnia Partners Contract #R192005 for Maintenance, Repair, & Operations (MRO) Supplies, & Equipment

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

Action Form No.: AF-301-2022
 Work Session: October 3, 2022
 First Reading: N/A

Final Adoption: October 4, 2022
 Staff Work By: Committee
 Presentation By: R. McReynolds/S. Leonard

Recommendation:

Approve the resolution.

Executive Summary:

The City of Kingsport has been utilizing Lawson Products over the past few years for vendor managed inventory in Fleet Maintenance. Last year our cost exceeded \$50,000.00. Our recommendation is to continue to use Lawson Products through the Omnia Partners cooperative agreement through March 31, 2025. Through this Cooperative, Lawson Products offers discounted price, free freight and a 5% rebate. Based on last year's spend with Lawson Products, the estimated rebate would be approximately \$2,898.41

Products purchased from Lawson Products catalogs will be consistent with the Omnia Partners Contract for Maintenance, Repair, & Operations (MRO) Supplies, and Equipment – Contract #R192005. The City of Kingsport has participated in the Omnia Partners cooperative since April of 2019.

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

Funding is identified in 51150085013023.

Attachments:

1. Resolution
2. Proposal

Funding source appropriate and funds are available: *gm*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE PURCHASE ORDERS WITH LAWSON PRODUCTS
FOR VARIOUS MAINTENANCE, REPAIR AND OPERATION
SUPPLIES AND EQUIPMENT UTILIZING OMNIA PARTNERS
CONTRACT #R192005

WHEREAS, the city would like to continue utilizing Lawson Products for vendor managed inventory in Fleet Maintenance; and

WHEREAS, staff recommends purchasing products from Lawson Products pursuant to Omnia Partners Contract for Maintenance, Repair, & Operations (MRO) Supplies, and Equipment—Contract #R192005 cooperative agreement through March 31, 2025; and

WHEREAS, the city is a member of Omnia Partners, a cooperative purchasing group network that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1205; and

WHEREAS, the estimated annual cost for the services and supplies would be in an amount not to exceed \$60,000.00; and

WHEREAS, funding is identified in 51150085013023.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a blanket purchase orders to Lawson Products for various vendor managed inventory in Fleet Maintenance utilizing Omnia Partners Contract for Maintenance, Repair, & Operations (MRO) Supplies, and Equipment – Contract #R192005 cooperative agreement through March 31, 2025, in an amount not to exceed \$60,000.00.

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

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

ADOPTED this the 4th day of October, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



LAWSON Products

MAINTENANCE & REPAIR SOLUTIONS

For State and Local Government



USA: 866.LAWSON4U (866.529.7664) | Canada: 800.563.1717 | lawsonproducts.com



Proposal
Lawson Products, Inc.

ORIGINAL

Prepared For:
City of Kingsport

OMNIA Partners Contract R192005 Piggyback Proposal

Prepared By:
Lawson Products Government Sales
government.sales@lawsonproducts.com
800-890-8198



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Cover Letter

To The City of Kingsport:

I'm pleased to present the following proposal for an OMNIA Partners Piggyback Contract (R192005) between the City of Kingsport and Lawson Products. By choosing Lawson Products, you'll benefit from industry-leading maintenance engineered products, cost savings, expert technical support, and visibility and accountability into spend on a strategic level. What's more, you'll have a dedicated, single point of contact for your day-to-day questions and needs.

We work to make your operations more efficient and productive so your end-users stay focused on the tasks that are most critical to your operational success.

Our proposal offers a comprehensive approach by integrating the following elements into a cohesive, cost-reducing procurement program:

- A complete line of maintenance engineered fasteners and related hardware
- Specialized OMNIA Partners Contract pricing for your unique items including free freight
- Dedicated local account management to answer all questions and take care of any needs
- The ease and reliability of a Vendor Management Inventory (VMI) program
- Proven strategies that reduce product and process costs
- Superior distribution capabilities through our low-cost, strategic network
- Flexible reporting and billing options to meet your needs
- A relentless focus on continuous improvement and quality assurance

One of benefits of entering into an OMNIA Piggyback Contract (R192005) with Lawson Products is the term of this contract. Lawson's current contract is effective through 3/31/2025 utilizing the renewal option years.

Lawson is more than a supplier: our goal is to be a true business partner. We are committed to developing innovative solutions that will result in long-term benefits for you.

Thank you for giving Lawson the opportunity to demonstrate our capabilities and value add proposal. If you have any additional questions, please do not hesitate to contact me directly.

Best regards,

Lisa Castanon
Manager, Government Contracts & Compliance
North America
Lawson Products
630-631-9516
christina.nielsen@lawsonproducts.com



About Lawson Products

History

Lawson Products, Inc., headquartered in Chicago, IL, sells and distributes specialty products to the industrial, commercial, and institutional and government maintenance, repair and operations market (MRO).

Lawson helps keep fleet and facility maintenance operations up and running by ensuring you have the right product for the job at the right time.



Sidney L. Port founded Lawson Products in 1952. After early careers as a publisher and an attorney, Mr. Port joined his father-in-law's company, Lion Auto Parts. During his rise to executive vice president there, he recognized an opportunity and confirmed its potential by first selling fasteners out of the trunk of his car.



*The Company's second location on
North Wilmot Ave. in Chicago
1958-1963*

At the age of 40, with a \$25,000 loan, Sid Port opened Lawson Products in a storefront on South Indiana Avenue in May of 1952. Lawson Products went public in 1970, but Sid Port retained a very active role until his death in 2007.

On April 1, 2022, Lawson officially merged with Gexpro Services and TestEquity under a single holding company structure. Each of the three specialty-distribution, industry-leading businesses continue to operate independently with three separate leadership teams. Placing them under a single holding company structure allows the leveraging of financial resources, best practices, common resources and various technology across the platform. As part of the combination, Lawson entered into a new five-year \$500 million credit facility, which places all three companies in a great

position to reinvest back into the businesses as well as pursue acquisitions across the fragmented markets.

The completion of this combination means that our largest shareholder, LKCM and affiliated entities, who previously owned approximately 48% of the Lawson common stock now own approximately 75%. The other existing Lawson shareholders continue to retain their shares and Lawson will remain a publicly listed company on the NASDAQ.

Michael DeCata retired in April 2022 and transitioned to an advisory role to the Board of Directors on May 1. Cesar Lanuza was appointed the new President & CEO. He holds 30 years of both global and domestic experience in industrial spaces, including his roles as Chief Executive Officer and Director at Jon-Don, LLC, President for North America & Asia Pacific at Optimas OE Solutions, LLC, and Vice President/General Manager at W.W. Grainger, Inc.

Today, Lawson continues to value the entrepreneurial spirit, results-driven attitude and integrity of its employees and customers. At the same time, the Company continues to evolve, recognizing that now more than ever, success depends on teamwork and being progressive in response to meeting customers' needs.



Lawson Products in North America:

- is a wholly-owned subsidiary of Lawson Products, Inc. with other divisions of Kent Automotive, a Delaware Corporation ("Lawson Delaware"), Bolt Supply (Canada only), and Screw Products
- is a publicly held company traded on the NASDAQ as LAWS
- carries consumable MRO products like fasteners, electrical supplies, fluid power fittings and hoses, cutting tools, safety supplies, maintenance chemicals and more, in addition to automotive products under Kent Automotive, including body hardware clips, two-part seam sealers, epoxies, coatings and more.
- serves over 80,000 public and private sector customers in the areas of vehicle and automotive repair, manufacturing equipment repair, facility maintenance, food processing, construction, oil and gas, mining and others
- maintains a 98-99% fill rate and ships 99% of all products within 24 hours from 6 strategically located distribution centers in North America and 13 branch locations in Canada via its subsidiary Bolt Supply
- has local sales representatives that monitor, manage and stock inventory levels on-site for state and local government entities

Vision, Mission, Values

We aspire to be our customers' first choice for MRO solutions that improve their operating performance. Lawson continues to evolve and recognizes that, now more than ever, success depends on teamwork and a progressive response to meet the needs of our customers.

VISION

What we aspire to be

We aspire to be our customers' first choice for maintenance, repair and operational solutions that improve their operating performance.

MISSION

What we do to achieve our vision

We work closely with our customers to maintain and enhance their operations through products, service and innovative solutions.

VALUES

Operating philosophies or principles that guide our internal conduct and relationships with external stakeholders.

INTEGRITY

We act with integrity in every aspect of our business

PROGRESSIVE

We are open to change, focused on the future and continuously learning and improving.

RESULTS DRIVEN

We are focused on delivering value and results

TEAM ORIENTED

We share Ideas, talents and solutions to achieve maximum results.



Longevity

Lawson has been continuously in business since its founding in 1952. Even during 2020, navigating the COVID-19 pandemic, Lawson remains positioned for growth and success. Recent annual sales include:

- 2016 - \$276,573,000
- 2017 - \$305,907,000
- 2018 - \$349,637,000
- 2019 - \$370,785,000
- 2020 - \$351,600,000

Government Business

Lawson has more than 250 direct contracts with government agencies, including the Federal Government, and the Department of Defense, in addition to contracts at the state, city, or county level in every U.S. state.

Lawson's total government sector, including military sales, garnered \$35,097,293 in 2020 and \$39,799,455 in 2019, an average of approximately 10% of total company sales. Lawson's SLED (State, Local and Education) sector garnered \$25,620,012 in 2020 and \$25,459,427 in 2019, an average of approximately 7.5% of total company sales. Lawson is currently on track to surpass 2021 growth goals despite a challenging year due to the COVID-19 pandemic.

Lawson is currently on track to surpass 2021 growth goals despite a challenging year due to the COVID-19 pandemic.

In the state, local government and education sectors (SLED) Lawson does business in the U.S. and Canada directly with entities and via cooperative agreements. The SLED sectors comprise 75% of our total government business.

Some examples of government agencies and departments that partner with Lawson Products at the state, county, city, and education levels include:

- Departments of Transportation
- Departments of Corrections
- Transit Authorities
- Departments of Public Works
- Fleet Management Departments
- Parks Departments
- K-12 schools
- Higher education institutions
- Vocational and technical schools and more

Lawson currently has contracts with 6 cooperatives serving the U.S. and Canada, which have grown 364% during the last 2 years. Our largest cooperative, OMNIA Partners, was awarded in 2015 (as TCPN) and was recently renewed in 2020. Within the first 2 years of the contract, it grew from zero sales to more than 25,000 publicly funded sites around the U.S. with annual sales hitting nearly \$10M in 2019.



Some of Lawson's contracts include:

Contract	Approximate Annual Value	Held Since
The Federal Government through General Services Administration	\$5,000,000	2001 (second 20-year contract term)
The State of California	\$625,000	2016 (3rd contract)
The State of Louisiana	\$383,000	2004 (4th contract)
The State of New Jersey	\$1,000,000	2016

Breadth of Product Line

The majority of our product offering and sales percentages by category are:

- Fastening Systems (nuts, bolts, screws) – 22%
- Cutting Tools and Abrasives (drill bits, saw blades, grinding discs) – 14%
- Fluid Power (hoses and fittings) – 13%
- Chemicals (adhesives, coatings, paints, drain maintenance) – 11%
- Electrical (adapters, wire, connectors, battery maintenance) – 10%
- Aftermarket Automotive Accessories (repair clips, wheel weights, bulbs) – 7%
- Safety (personal protective equipment, apparel, signs, logout tag-out) – 6%
- Welding and Metal Repair (welding tools, helmets and accessories) – 2%
- Other (shop supplies and hand tools) – 15%



LAWSON Products

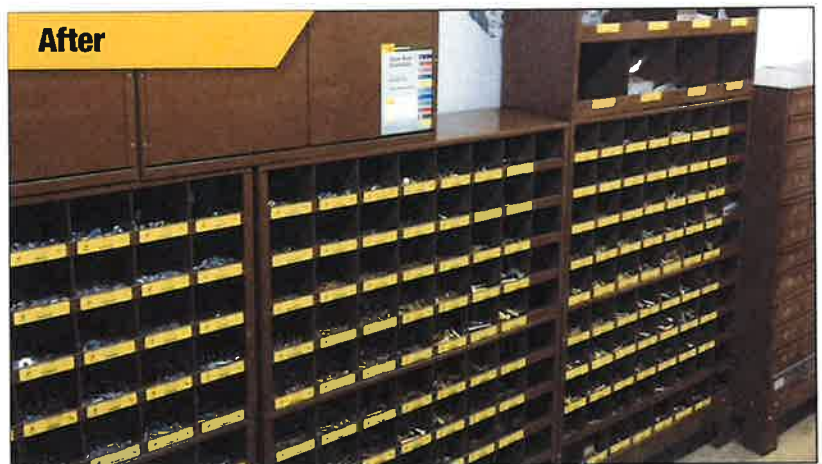
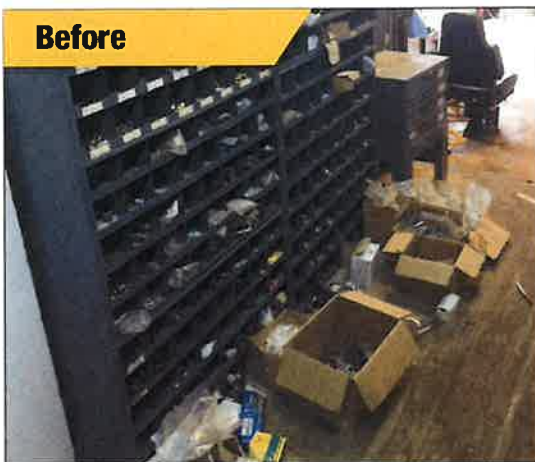


ORGANIZED AND READY

with the Right Products for Every Job

Your Lawson Representative ensures the products you need are on-hand and stocked to keep your operations running efficiently.

- Eliminate time spent taking inventory and re-ordering small parts
- Minimize time spent looking for products
- Reduce unplanned trips to off-site stores looking for parts
- Lessen project downtime by having the right parts stocked and ready for use



HOW IT WORKS

Shop
Evaluation



Efficient System
Design



Cabinet & Drawer
Installation



Initial
Stocking



Ongoing Inventory
Management





FASTENERS



CHEMICALS



ELECTRICAL



CUTTING TOOLS



ABRASIVES



FLUID POWER



AUTOMOTIVE & FLEET



MATERIAL HANDLING



SAFETY



SHOP SUPPLIES



HAND AND POWER TOOLS



CONCRETE REPAIR



WELDING



STORAGE EQUIPMENT



PARTS WASHING



Scan QR Code
to view video
of Torrent in
Action

Lawson's Private Label Brands





Lawson also provides a variety of product offerings for specific needs.

- **Lawson Assortment Selection** Custom parts and supplies to meet your specific needs.
- **Mix Assortments to Fit Your Needs** Pre-packaged drawers accommodate commonly used product sizes and styles, or customized assortments can be built to suit your operations.
- **Pre-Stocked Storage Systems Built for Use & Abuse** Constructed of heavy gauge steel and designed to assemble easily and use a minimum amount of floor space.
- **Easy to Identify Parts** Back-plates conveniently identify parts and bins are clearly marked with easy-to-read labels.





Benefits of Working with Lawson

Lawson goes to market very differently from its competitors – our products are specified and engineered for rigorous maintenance and repair applications. Additionally, Lawson's product line is focused on small, consumable parts used in automotive, fleet, and equipment maintenance repair. We also offer value added services that differentiates us from typical Retail vendors through inventory solutions, broad product knowledge for best use applications, product education and investment back into the company to empower customers and field sales representatives people alike.

Ability to Service Locally

Lawson's distribution centers are located strategically throughout North America to help support all of North America, including Alaska, Hawaii and Puerto Rico. This allows Lawson the ability to always ensure there is ready, available of stock on hand at all times. Each distribution center has will call windows that allow customers to pick up product should they need it however, with Lawson's policy of 24-hour shipping and having the right product when you need it, we can ensure product gets in the hand of all members within a 24-hour period and allows the end user customer to simply focus on their mission.

Extensive Experience

Lawson has been in business since 1952. Our ability to service our customers with just in time VMI inventory sets us apart from our competitors. Although other competitors offer VMI, Lawson provides a dedicated, local sales representative so there is continuity in the account and familiarity with their needs. Customers also have access to our full distribution centers, our dedicated customer service staff, a fully supported engineering staff, and training staff at the ready to service your specific needs.

Vendor Managed Inventory Capabilities

The goal of Vendor Managed Inventory (VMI) is to provide a mutually beneficial relationship where both sides will be able to consistently and accurately control the availability and inventory of goods for one or more locations. In onsite distribution and supply stocking services, Lawson assumes the role of inventory planning for the customer.

Instead of the customer reordering when its supply has been exhausted, Lawson is responsible for replenishing and stock the customer location at appropriate levels based on the location's consumption mid/max levels. VMI helps eliminate out-of-stock situations while improving supply chain performance.





VMI Service Model

Based on information provided to Lawson, we take responsibility for maintaining an agreed upon inventory of the material, based off of each location's consumption mid/max levels at each location. Through continuous communication with a dedicated local sales representative, locations will never unintentionally become out of stock of our products needed and it will reduce inventory in the supply chain.

To ensure that locations have the right product at the right time, a dedicated Lawson sales representative will visit locations weekly to check inventory, restock and label bins, and provide a "drop bucket" that will be restocked by the Lawson sales representative. This is also a significant cost savings as Lawson takes on those costs during the life cycle of this contract.

Benefits of VMI

Lawson's VMI program goal is to minimize capital investment in inventory while providing "package friendly" quantities that assure maximum productivity to the customer locations. To do this, Lawson first establishes acceptable min/max service levels at each customer location, then reviews the condition of all bin equipment and current inventory levels with each location.

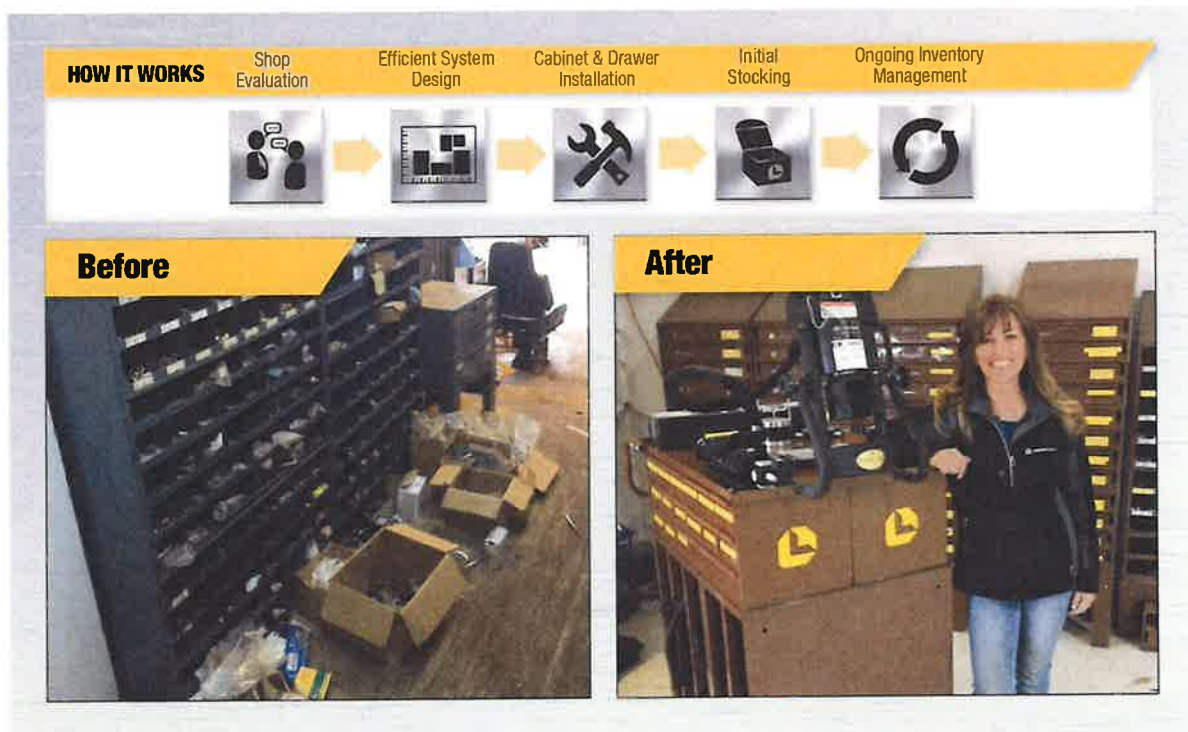




How Lawson Ensures VMI Works

Lawson works with its customers to make sure that VMI, together with onsite distribution, always ensures our customer's inventory is never under or over stocked.

1. **Clarify expectations.** Lawson ensures the objectives are clear and that there is constant communication between Lawson and locations. When our two parties work in conjunction we can be assured that the planning function, for both sides, will be successful for both short and long term.
2. **Agree on how to share information.** When Lawson and the locations agree to share information vital to restocking in a timely manner, the odds of a synchronized system dramatically improve. Proprietary information does not have to be shared, but enough information to maintain a steady flow of goods is necessary.
3. **Keep communication channels open.** When our two parties set out to implement VMI, we need to set monthly and quarterly goals and agree how to proceed in order to realize those goals. By having open and weekly/monthly communication, any miscues that may happen can be studied as opportunities for learning to avoid repetitive problems in the future.





The Lawson Managed Inventory Philosophy

No product should:

- Be out of stock when it's needed
- Go unused
- Be used improperly
- Be used inefficiently

Reliable and Knowledgeable Service

Your Lawson Representative is committed to learning your business and being a reliable and trusted presence in your shop.

Accountability and Reporting

Customized reporting on key performance indicators based on your requirements. We've made optimized inventory management our job, so you can do yours.

A Tailored Approach

What begins with an initial site analysis and consultation results in solution-based design and implementation.

A site-specific plan is developed between Lawson and customer shops individually.

1. Shop Survey

- Assess scope of product needs
- ID redundant products



3. Installation

- Sorting
- Labeling



5. Ongoing Management

- Consistent, scheduled visits
- Accountability reporting



2. Shop Design

- Efficient layout and flow of storage equipment

4. Initial Stock

- Re-organizing existing inventory
- Establishing new inventory
- Setting min/max levels for all





During site-specific planning visits, it will be determined if any new equipment such as bins and cabinets are required. Lawson will use current best practices and ensure they are followed to provide a minimum inventory investment and improved inventory turns to reduce overall cost of ownership for the customer. Lawson's current onsite distribution and VMI program also provides opportunities for obsolete inventory reduction within the customers' current locations where applicable. Current inventory consolidation, inventory standardization and reduced risks results in an overall cost savings to Lawson customers.

After the shop survey, design and installation are completed, your Lawson Rep will stock your parts and provide ongoing management.

Assessment & Shop Design

- Priority of products and frequency of turnover
- Space allocation
- Ease of identifying parts
- Integrity of storage
- Quotation for all recommended parts
- Shows ideal flow to work area and quantifies your potential savings

Install, Stock & Manage

- Install new bins and cabinets
- Label all holes for fast and easy identification
- Unpack and put away orders
- Re-stock when new order is delivered
- Review inventory regularly
- Adjust orders based on usage





Implementation

Lawson offers additional value-added programs that demonstrate our commitment to service. Lawson works with each location to identify the unique requirements, determine necessary storage, label inventory, transfer stock, and minimize disruption.

Bin & Cabinets Storage System - Lawson provides locations with high-quality steel storage bins and cabinets when and where appropriate. These labeled, organized bins and cabinets will enable your staff to locate parts easily. Lawson will assess the location needs and requirements, and provide an estimate of what is needed and any potential costs incurred.

A Local Lawson Sales Representative – You will have a dedicated, local sales rep that personally maintains the integrity of your storage system. In addition, your Lawson rep will write and recommended orders, and stock the previous order in the proper locations.

As part of our continued improvement efforts as an ISO organization, Lawson is enhancing its inventory management systems with software crib management systems and state-of-the-art cabinets with scales and RFID to provide real-time inventory management and help improve costs and efficiencies within an organization.



Optimized Inventory Management

Your Lawson Representative provides products according to your operational needs and usage.

- Products are always on-hand when you need them—no overstocks, no-out-of stocks
- Inventory is neatly kept and organized in durable product storage and dispensing equipment
- Accurate labeling allows quick identification so you get the right part every time



The Right Products For Every Job

Your Lawson Representative helps you work confidently knowing you always have the right product for the job.

- Exclusive, maintenance engineered Lawson brands that meet a variety of specifications
- Assortments and kits for the products you use most to keep your shop running efficiently
- Recognized national brands you know and trust



Problem-Solving People You Can Count On

Your Lawson Representative is your single point-of-contact for keeping your shop up and running.

- Product recommendations are made to meet your needs and specifications
- Product knowledge is shared through demonstrations appropriate for your business
- Regular visits are established, according to your schedule, to provide a reliable presence



Lawson Spend Management

Business Objectives

When you partner with Lawson Products, we will provide:

1. Overall cost savings
2. Vendor consolidation – single point of contact
3. Custom and standardized inventory
4. Increased productivity with MRO inventory management
5. Transparent MRO reporting
6. Long-term MRO solutions
7. Application-matched product solutions that reduce down time

Lawson's proven track record of business credibility, reputation and decade-long international commerce experiences with key suppliers is an important strength. Our philosophy is to provide "the right part, in the right place, at the right time." Service and cost effectiveness are one of our primary considerations.

We work at increasing customer productivity in several ways including:

- Reducing the amount of time searching for and purchasing parts by providing neatly labeled organization systems.
- Avoiding emergency off-site trips for a part by ensuring adequate inventory is available at all times.
- Assigning a knowledgeable local sales rep who will discuss your inventory needs, review current stock, and place orders as requested by authorized users.





Lawson offers more than 350,000 standard products in our current offering of fleet and equipment maintenance products and more than 60,000 products within our automotive group (Kent Automotive). As we strive to meet all our customers' needs, we continue to add new lines to our offerings. In addition, our Special Product Sourcing Group supports any product needs outside of our current offering, if needed. This group is able to source any and all products.

In general, Lawson Products strategic product sourcing involves the following phases:

- Current usage requirements.
- General evaluation of the needs for product sourcing, their feasibility and related industrial intelligence.
- General research on product availability, technological achievability, cost feasibility and potential operation issues.
- Facilitating communications with selected suppliers or the manufacturers regarding technical specifications, engineering plan if needed, cost estimation, contract or agreement term negotiation, production and logistic arrangements and other import/export issues.
- Developing and implementing new and improved product sourcing solutions, including purchasing plan, production plan, quality control measures, supply chain monitoring and management, and logistic solutions.

Demand-Based Planning

Lawson will use Customer Demand Planning (CDP) to develop demand forecasts for service-planning processes, production, inventory planning and revenue planning. Combined with our VMI program, CDP ensures product availability for the usage history at each location and customer satisfaction with product assortment and service.

First, we will forecast product demand based on your past and present usage history using up to 26 different algorithms. If the business is new to Lawson and not part of our current history, we control demand planning through communication/forecasting data provided the account and the sales rep.

After 60 days, the system will detect sales trends and automatically start to increase the raw forecast. Communication with your locations/sales representative and the government team will continue to identify the items in demand and future forecast needs.

Lawson will also examine brand preference for your locations to determine preference shares for each brand. Lawson will then plan, forecast and provide those items to each location.

We also have the flexibility to adjust or hard key safety stock levels to protect or control inventory levels, and we have found a combination of forecast and stock level adjustments work best.



Cost Reduction

A company's ability to reduce transaction cost and control spend have become increasingly important in today's economy. Lawson helps manage spend with our E-Business solutions:

- A dedicated E-Procurement website that offers one of the fastest integrations in the industry
- A standards-based E-Procurement Solutions for hassle free integration
- E-invoicing capabilities
- Ariba-ready certification for Catalog and "punch-out" options
- Customized catalog
- Customer-specific pricing
- A knowledgeable team of seasoned professionals for supporting implementations

We use a four-step process to help reduce costs within the supply chain.

1. Identify value-added services
2. Determine the total cost of ownership
3. Determine the impact on the customer's bottom line
4. Report the results

Lawson manages these four steps with several focus areas:

- Revenue Focused: Lawson helps customers get back on-line quicker
 - Reduce turnaround time
 - Provide efficiencies in output
 - Provide new products to each customer market
- Asset Focused: Lawson provides system optimization
 - Overstock reduction
 - Obsolete inventory removal
 - Re-allocation of space
- Process focused: Lawson provides VMI options
 - Self-service inventory monitoring systems
 - EDI & EFT efficiencies
- Expenditure Focused: Lawson offers integrated purchasing
 - Price protection
 - Product substitution options
- Service Focused: Lawson offers 24/7 service
 - Technical and Product support
 - Seminar & Training options for all our customers
 - Unique Customer Requests for any seminar or training your facilities need
- Customer Focused: Lawson offers additional cost savings opportunities
 - Safety cost reduction
 - Environmental cost reduction
 - Equipment cost reduction and exchanges



Lawson's commitment is to help our customer's locations improve overall costs within the supply chain, save time, money and improve overall efficiencies.

The Lawson Difference

**Lawson Managed Inventory makes your job easier
with problem-solving people, products for all applications
and optimized inventory management**



Organized and Ready Support

Lawson distributes products from its 300,000-square-foot facility in McCook, IL, as well as several strategically located distribution centers in North America. Lawson ships to customers in all 50 states, Puerto Rico, Canada, Mexico and the Caribbean.

Distribution

Lawson has eight state-of-the-art distribution centers across the U.S. and Canada that:

- Ship 99% of all lines complete within 24 hours
- Offer will-call services at each center
- Ship FOB Destination for standard shipping methods
- Guarantee next day delivery in an emergency utilizing air freight service, if necessary
- Offer customer emergency pick-up service for necessary parts through will-call

Ship 99% of all lines complete within



USA

Lawson McCook

Size: 420,000 SF
8801 W. 47th St.
McCook, IL 60525

Lawson Suwanee

Size: 101,800 SF
1197 Satellite Blvd
Suwanee, GA 30024

Lawson Reno

Size: 111,248 SF
1381 Capital Boulevard
Reno, NV 89502

Lawson Dallas

Size: 55,000 SF
4695 Clover Haven St
Suite 180
Dallas, TX 75227

Lawson Dayton

Db a Screw Products
239 E. Helena St
Dayton, OH 45404

Lawson Waco

Size: 3,600 SF
5472 N. State Hwy. 6
Waco, TX 76712





Canada

Lawson Mississauga

Size: 79,980 SF

7315 Rapistan Court

Mississauga, Ontario

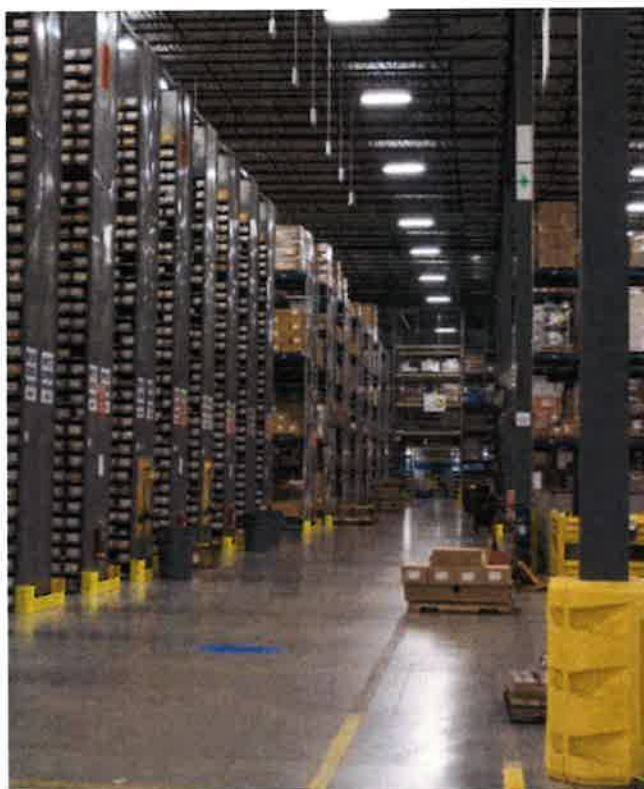
Lawson Calgary

Size: 15,000 SF

Calgary, Alberta

Canada T1X0L3

Our McCook facility houses more than \$25 million in annual stock and is the center point of all our other distribution centers in the U.S. market. The location helps feed product into all our other centers across the country, which allows Lawson the ability to always ensure there is readily available stock on hand at all times. With our “Just In Time” inventory solutions, customers will virtually eliminate the need to alternatively source products for their immediate inventory needs.



In April 2022, Lawson relocated its Greenville, TX distribution center to Dallas. The new center features several physical and system security upgrades to comply with the Department of Defense Cybersecurity Maturity Module Certification requirements. The new distribution center also houses all of Lawson’s [Torrent Parts Washer](#) operations, including certifying all new machines and refurbishing older machines. In addition, all proprietary Cryotechnology treatments and other activities are conducted here.

In Canada, Lawson acquired three MRO hardware distributors in the last few years, further enhancing the ability to serve Canadian locations. One notable acquisition, Bolt Supply, is known as the leading supplier of fasteners and related industrial products in Canada. The majority of Bolt sales are made from its 13 branch locations. Bolt offers over 35,000 different core products for sale of which over 19,000 products are maintained in the Calgary distribution center. The majority of inventory is kept in the Calgary distribution center, with each retail branch maintaining appropriate inventory levels for their business needs.

Lawson acquired Screw Products in 2018. Screw Products is a leading regional distributor of bulk industrial products to national manufacturers and job shops that provides customized fastener and components packaging, plating, sub-assembly, and kitting services from its McCook, Illinois and Dayton, Ohio warehouses.

In addition, Lawson acquired Partsmaster, a division of NCH, in 2020. Partsmaster is a premier MRO provider dedicated to keeping its customers running. The company’s industry-leading solutions increase customer productivity, improve user safety, increase asset longevity and promote environmental responsibility. This is directly in-line with Lawson’s philosophy, which makes this acquisition an exact DNA fit and increases our value proposition to our customers.



Customer Support

The primary goal of our VMI business model is for our customers to have the right part, in the right place, at the right time. While all customer locations will have a dedicated, single point of contact for your day-to-day needs, Lawson is poised to provide four different support levels depending on the nature of each customer's need.

Lawson's Government Customer Support Team is also available to help answer specialized contract and compliance questions, and ensure the requirements of the contract are met by both Lawson and customer entities.

Lawson's Government Customer Support Team is available 6:00 AM to 5:30 PM, CST; Monday-Friday at 1-800-890-8198 or via email and fax.

Technical and Engineering Support Team

Lawson's Technical and Engineering Support Team is available to answer any product application or usage questions. They can also address safety requirements and concerns.

Lawson offers product application and safety training to all customers. Training can be offered on-site in an interactive, hands-on format or virtually depending on each customer's unique needs. Some popular topics for product application and safety training are:

- Fastener Safety
- Cutting Tool Safety
- Hydraulic Safety
- Pneumatic Safety
- Electrical Safety
- Specific Custom Requests

In addition, Lawson offers safety documentation and reference materials, including SDS, product brochures and wall charts, and how-to videos.

Lawson's Technical and Engineering Support Team is available 7:00 AM to 7:00 PM, CST; Monday-Friday at 1-866-Lawson-4U (866-529-7664) or via email and fax.



YOUR LAWSON REPRESENTATIVE

On-site to identify problems and recommend solutions

TECHNICAL SUPPORT ENGINEERS

On-call application advice specific to your operation

CUSTOMER SERVICE

On-call customer service for product solutions and specifications

EXPERIENCE In-Person and On-Call



Dedicated to Best Practices

Commitment to Quality

Lawson has developed a quality management system to better satisfy the needs of our customers and to improve management of our operations. Lawson incorporates the 5S process into our site assessments which minimizes inventory cost and provides a consistent, efficient and organized environment for our customers.

ISO 9001 Certified

Lawson is also ISO certified. The International Organization for Standardization establishes processes and practices intended to ensure compliance with the requirements of ISO 9001:2015. ISO 9001:2015 is an important piece of Lawson's Quality Management System which also includes Lean and Six Sigma methodologies. One of the key functions in scope of our ISO registration is quality control.



Business Process Excellence:

- Culture of process improvement
- Methodology / Structure
- Communication protocol



Lean:

- Generalist approach
- Learning to "See Differently"
- Waste is the enemy
- Embracing our innate nature of reducing "non-value added" steps in a process



Six Sigma:

- Structured approach (DMAIC)
- Measure of quality that strives for near perfection
- "variation" is the enemy
- Project Management toolkit
- Statistical analysis toolkit



ISO 9001:

- Quality management system (QMS) audited by third party
- Sustains the gains
- Discipline

Although Lawson is not a manufacturer, we understand the importance of validating products against set specifications. To ensure that procedures developed from our Lean and Six Sigma methodologies are being followed correctly, internal and external audits are performed at regular intervals. Lawson has a trained staff of internal auditors that perform monthly audits on all quality-related procedures. External audits are performed by our registration company (UL/DQS) twice a year.

In addition to ISO certification, Lawson Products has trained over 100 employees to meet black and green belt levels of Six Sigma certification in order to improve our processes and affect better efficiencies and outcomes. It has streamlined and reduced process variation leading to improved customer experiences and customer retention.



Information and Cybersecurity

Recent, high-profile ransomware attacks are a stark reminder to us all that the threat of a cybersecurity breach can be detrimental to our organization. According to reporting from NPR, U.S. companies were subject to 65,000 ransomware attacks last year—more than seven attacks per hour. To keep the company secure against ongoing threats, Lawson has invested in cybersecurity. Most notably:

- **NIST Cybersecurity Framework.** Lawson is adopting the NIST Cybersecurity Framework, which is a comprehensive set of industry standards and best practices geared towards keeping our systems safe.
- **New IT Security Manager.** We've created a new role in the organization dedicated to our system security to manage our cybersecurity program and ensure compliance with our standards.
- **New MSSP Vendor.** We're partnering with a Managed Security Service Provider (MSSP) who will monitor our network 24/7. They will help us identify a security breach and evict the cybercriminals from our systems.
- **New CMMC Vendor.** Lawson is actively pursuing Cybersecurity Maturity Model Certification (CMMS) status as required by the U.S. Department of Defense when conducting business with the U.S. military. These stringent and exacting requirements for cybersecurity and security "hygiene" will ensure the utmost safety and confidentiality of data for any customers that do business with Lawson.





Pricing and Invoicing

It is Lawson's policy to invoice orders within 24-48 hours of the complete shipment of the order. In the event of an incomplete order shipment, Lawson offers a combined invoice solution that consolidates invoices. In these cases, an invoice will be generated when the final items of the order ship within 10 days after the order is processed.

In instances where a backorder takes longer than the holding period, a unique invoice will be generated for that backorder. Invoices can be mailed or sent electronically via email to any and all locations. Payments can be remitted electronically and the customer can benefit with a 1% discount if payment is made within 10 days; otherwise, net due in 30 days. Discounts not applicable to credit card payments.

Return Policy

Lawson has a standardized return policy. Returns must have a Return Material Authorization (RMA), which can be obtained through email, Customer Service, or your local Sales Rep. RMA's and pre-paid shipping labels will be provided to the customer. Once the products are returned, Lawson will credit the customer immediately.

Warranty

Limited warranty: all products sold are warranted by Lawson only to customers for: (i) resale; or (ii) use in business, government or original equipment manufacturer. Lawson warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of purchase from Lawson, unless otherwise stated. Provided that Lawson accepts the product for return during the limited warranty period, Lawson may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by customer. Customer must return the product to the appropriate Lawson location, as designated by Lawson, shipping costs prepaid. Lawson's repair, replacement, or refund of amounts paid by customer for the product, shall be customer's sole and exclusive remedy.

Warranty disclaimer: (a) no warranty or affirmation of fact, express or implied, other than as set forth in the limited warranty statement above, is made or authorized by Lawson. Lawson disclaims any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, misrepair or misapplication. Lawson expressly disclaims any warranty that the products: (i) are merchantable; (ii) fit for a particular purpose; or (iii) do not and will not infringe upon other's intellectual property rights. (b) Lawson makes no warranties to those defined as consumers in the Magnusson-moss warranty-federal trade commission improvement act.

Limitation of liability: Lawson expressly disclaims any liability for consequential, incidental, special, exemplary, or punitive damages. Lawson's liability in all circumstances is limited to, and shall not exceed, the purchase price paid for the product that gives rise to any liability.

Reporting

Lawson has the ability to create any kind of report. Reporting can include the following:

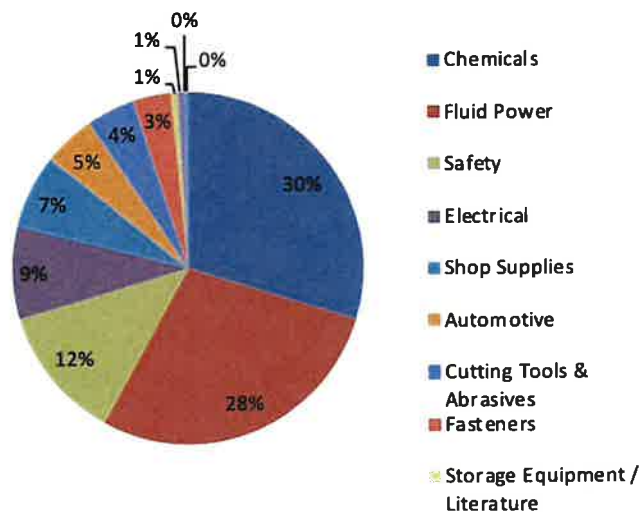
1. Cost Savings Reports (monthly & quarterly)
2. Performance by Product Class (monthly & quarterly)
3. Year-Over-Year / Month-Over- Month (monthly, quarterly & annually)
4. Fill Rate Report



Lawson has multiple abilities to provide reporting at the high level and drill down into a local level/line item level reporting.

Sample Report – Sales by Product Category

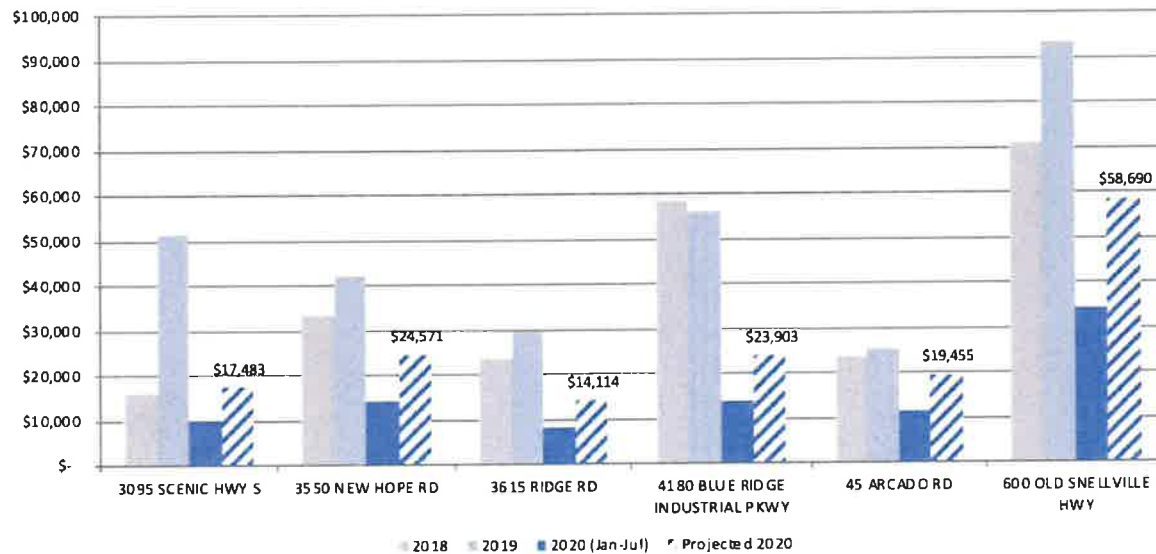
- Chemicals: \$27,472
- Fluid Power: \$26,156
- Safety: \$11,340
- Electrical: \$7,881
- Shop Supplies: \$6,278





Sample Report – Year-Over-Year by Location

- 2018-2019 \$72K or 52% growth between 6 locations
- 2019-Projected 2020 trending down to \$140K or -46%
- Rebate: On track to receive \$7,911 on projected 2020 spend



Sample Report – Sales by Location

CITY	STATE	PURCHASES
WATERBURY VMF	CT	\$ 18,551
CAROL STREAM P&DC	IL	\$ 22,437
RALEIGH VMF	NC	\$ 32,221
BELLMAWR P&DC	NJ	\$ 18,524
LAS VEGAS P&DC & VMF	NV	\$ 14,700
MANHATTAN P&DC & VMF	NY	\$ 38,350
WHITEPLAINS VMF	NY	\$ 30,471
CLEVELAND CARRIER ANNEX	OH	\$ 19,360
PORTLAND VMF	OR	\$ 16,178
NASHVILLE VMF	TN	\$ 33,122
STERLING VMF	VA	\$ 16,037
SEATTLE VMF/PKG GARAGE	WA	\$ 20,127
TACOMA P&DC	WA	\$ 16,014
PHILADELPHIA VMF	PA	\$ 14,269
AKRON P&DC	OH	\$ 13,864
MILWAUKEE VMF	WI	\$ 13,779
MINNEAPOLIS VMF**	MN	\$ 11,478
HARTFORD VMF	CT	\$ 11,403
OAKLAND VMF	CA	\$ 11,358
HUNTINGTON BEACH VMF	CA	\$ 10,590
ROYAL OAK VMF	MI	\$ 10,138
OMAHA P&DC	NE	\$ 9,946
FOREST PARK NDC**	IL	\$ 9,657
CEDAR RAPIDS P&DC	IA	\$ 8,582
SAINT PAUL VMF**	MN	\$ 8,273
Total of Top 25 Locations		\$429,430



Value-Added Services That Make Doing Business Easy



E-Procurement Solutions

A company's ability to reduce transaction costs and control spend have become increasingly important in today's economy. Let Lawson help with your spend management initiatives by using one of our e-business solutions.

We connect with virtually every e-procurement and punch out system, including JAGGAER, SAP Ariba, Coupa, Oracle, and more. Obtain easy access to products, pricing and personalized E-Quotes from your procurement system. Lawson Products standards-based e-procurement solutions allow us to easily connect to third party e-procurement systems.

- Dedicated e-procurement website offers one of the fastest integrations in the industry
- Standards-based e-procurement solutions for hassle free integration
- E-invoicing capabilities
- Ariba Ready certified for catalog and punchout
- Customized catalogs and customer-specific pricing
- Knowledgeable team of seasoned professionals supporting implementations
- Advanced features such as on the fly spot buy and instant quotes complement the VMI services offered by our experienced sales representatives
- E-Procurement Solutions
- Punchout catalogs with support for "edit" and "inspect" carts
- Level 2 punchout with support for "store", "isle", "shelf" and "item" level connection
- CIF 2.0 and 3.0 catalogs
- Custom catalogs using CSV or other delimiters
- UNSPSC coding standards
- EDI
- cXML
- XML



Scanning Solutions

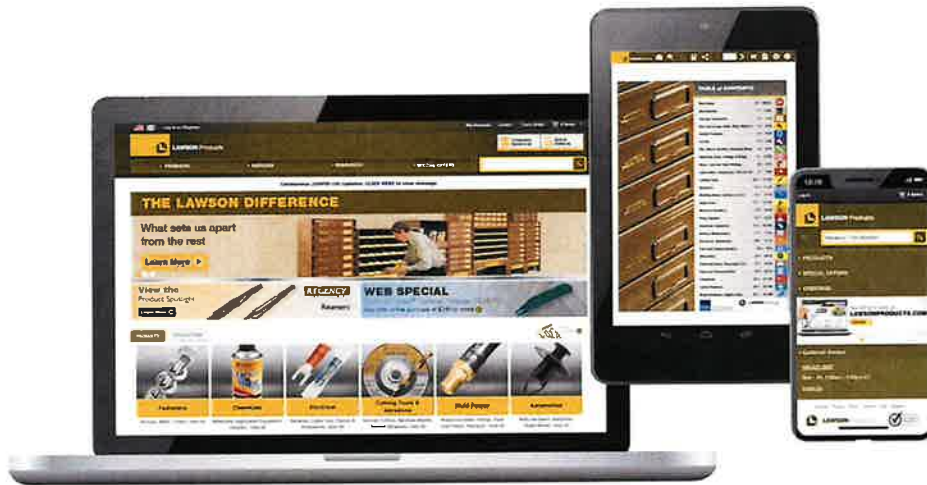
Lawson Products' web-based scanning solutions will help you organize and optimize the ordering and replenishment process while providing you the service and support from your salesperson when you need it. Our solutions help you save time by scanning, uploading and placing replenishment orders efficiently online. A scalable and supported scanning technology is a component of our inventory management solutions. This provides you the control and flexibility to maintain your ideal inventory levels and reduce paperwork and out-of-stocks.



Online Ordering

Ordering is easy with LawsonProducts.com. Immediately upon award, Lawson will update our existing website for all locations on the contract to offer each location access to their own Online Customer Catalog. Each location will be able to log onto www.lawsonproducts.com sign in with their account number and see all items awarded on this contract, specific price points offered on this contract, and all other necessary requirements needed to successfully fulfill all terms of this contract with each location.

Lawson also offers a full virtual catalog that replicates our print-based catalog and lists all of our products. Lawson's web capabilities allow users to develop personal lists and save their own profiles. Lawson has a true B2B/B2G website where multiple users can be associated with the same account number if requested.



Through the use of Workflow Management System (WfMS), a system that defines, creates and manages the execution of workflows through the use of software, users can build carts, hold carts, and approve online shopping carts by designated users.

Lawson's website provides status for orders placed online, as well as order tracking and history for all orders placed online. Order history may also be tracked by working with your Lawson Sales Rep who has state-of-the-art Order Pad tracking capabilities for each customer through Lawson's full and comprehensive SAP System.

Our Web Customer Care team is available during extended working hours of 6 AM – 7 PM central standard time to answer and questions pertaining to registrations, on-line ordering and more.

Catalog Information

- The catalog is available in print, online or digital formats.
- The updated online catalog includes sections for updated Body Hardware products, New Products and Product Information Reports.
- You can browse products, including proprietary brands, core-stock items and select core non-stock products for Safety and Material Handling.
- Includes complete product descriptions, technical specifications and Safety Data Sheets (SDS)
Download a digital copy to your PC, Mac or mobile device.



IN PRINT - on your desk

- Quickly find the products you use most by marking them with the convenient adhesive flags located at the back of the book.
- Add it to your order from the product page. Contact us with any questions or comments.



ONLINE - interactive flipbook

- Search for products by category, keyword or page number and click to the website to order.
- Browse by clicking "View Catalog" on the homepage and footer of the website, or by selecting the catalog page number links on the product detail pages.



DIGITAL – download to your laptop or mobile device

- Access our catalog anytime, anywhere, on the device of your choice – no internet connection necessary to search and browse.
- Download to your PC or Mac by clicking "View Catalog" on the website home page, then selecting the download button from the catalog menu.



Lawson will maintain the contract system consistently to reflect any changes in our product line, or within the awarded terms of the proposal. Lawson's printed catalog is revised annually, and can be provided to locations anytime upon request. However, for the most up-to-date catalog information, look towards our website, www.lawsonproducts.com.

Lawson can provide an electronic catalog to your specifications (excel, CSV, etc.) via FTP (File Transfer Protocol) or other methods. Updates can be provided in a timely manner. Along with Lawson's overall state-of-the-art ability to offer a full custom catalog to each customer and each contract that includes contract pricing for those registered customers, we also have the ability to block items and/or categories for each customer as needed at the site level request to meet that customer's contractual, state and local obligations.



Conclusion

With nearly \$40 million dollars in SLED and Federal business annually and over 250 contracts within the U.S. and with several cooperatives in North America, Lawson looks forward to a long-term partnership with you. By working with Lawson, you can be assured a real partnership - grounded in organization, satisfaction and service.



Industrial Distribution 2020
The Big Top 50



Selling Power 2021
50 Best Companies to
Sell For



Modern Distribution
Management 2020
40 Top Distributors



Separate Attachments

OMNIA Partners Contract Document

Rebate Opportunity Details

Torrent Parts Washer_Lawson Brochure



OMNIA Partners Rebate Opportunity:

Rebate to OMNIA Partners' Participants Lawson will offer a volume growth incentive (paid after each calendar year) as part of our proposal response to Region 4 ESC / OMNIA Partners.

Every April 1st of each contract year, Lawson will pay a 5% rebate to any single entity that purchased a minimum of \$30,000 with Lawson the previous 12 months.

For example, an account that purchased \$100,000 with Lawson between April 1st 2022 – March 31st 2023 will receive 5% or \$5,000 paid out in April 2023. This will apply to both current and new customers.



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Execute a Subrecipient Agreement with Fannie Mae Dobbins Transitional Housing for an Award of American Rescue Plan Act Funds

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

Action Form No.: AF-289-2022
Work Session: October 3, 2022
First Reading: N/A

Final Adoption: October 4, 2022
Staff Work By: Jessica McMurray
Presentation By: J. McMurray

Recommendation:

Approve the resolution.

Executive Summary:

The Fannie Mae Dobbins Transitional Housing Project is requesting \$30,000.00 for construction of reentry housing for those who have been incarcerated, with a partner agreement for a period of one year, starting November 1, 2022 and ending on October 30, 2023. The Board of Mayor and Aldermen have approved American Rescue Plan Act (Tranche 1) allocations funded by the Department of Treasury to be used for community programs.

The FMD Transitional Housing Project provides an opportunity for incarcerated individuals to have a safe reentry into the community. FMD understands reentry begins at adjudication and their programming includes the entire spectrum of rehabilitative services including medical, behavioral health, substance use treatment, education, vocational training, religious and volunteer services, correctional counseling, and employment services and assistance.

FMD Transitional Housing Program enhances public safety through a seamless system of care by identifying an individual's risks and needs upon entry into the justice system and develops a system of individualized treatment and programming throughout their incarceration, transition, and reentry into the community. Funding is budgeted and available in NC2213 (111-0000-601.4023).

Attachments:

1. Resolution

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBRECIPIENT AGREEMENT WITH THE FANNIE MAE DOBBINS TRANSITIONAL HOUSING PROJECT FOR AN AWARD OF AMERICAN RESCUE PLAN ACT FUNDS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the City of Kingsport has received and allocated American Rescue Plan Act funds to be used for community service programs; and

WHEREAS, the Fannie Mae Dobbins Transitional Housing Project, a nonprofit charitable organization, provides rehabilitative services to individuals who, following a period of incarceration, are now reentering the community; and

WHEREAS, the Fannie Mae Dobbins has requested an award of \$30,000.00 from the American Rescue Plan Act funds to be used during fiscal year 2022–2023 for the construction of transitional housing for those individuals reentering the community.

Now therefore,

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

SECTION I. That a subrecipient agreement with the Fannie Mae Dobbins Transitional Housing Project 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 subrecipient agreement for services in fiscal year 2022-2023 benefiting the general welfare of City of Kingsport residents with the Fannie Mae Dobbins Transitional Housing, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution,.

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

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

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

ADOPTED this the 4th day of October, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution to Partner with Holston Business Development Center to Assist in the Development of the Proposed 160 Acre Industrial Park at Holston Army Ammunition Plant

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

Action Form No.: AF-313-2022
 Work Session: October 3, 2022
 First Reading: N/A

Final Adoption: October 4, 2022
 Staff Work By: Chris McCartt & John Rose
 Presentation By: C. McCartt

Recommendation:

Approve the resolution.

Executive Summary:

The board is requested to provide \$30,000.00 (Thirty Thousand Dollars) to Holston Business Development Center. The funds will be used to pay for 50% (Fifty-percent) of the cost to develop design drawings and construction estimates for the proposed 160-acre Industrial Park at the Holston Army Ammunition Plant. The proposed Industrial Park will be located outside of the fence along 11W, west of the main entrance to the plant.

The balance of the required funds will be provided by Hawkins County. Hawkins County Board of Commissioners approved \$30,000 (Thirty Thousand Dollars) on Monday 26th of September to match the funds being requested. Holston Business Development Center will manage the design process and will invoice the City of Kingsport and Hawkins County for their designated 50% (Fifty-percent) share, as design services are completed.

Upon completion of design drawings and construction estimates, the documents will be provided to BAE. BAE will then facilitate the process of submitting the project to the Army for budget and construction consideration.

Attachments:

1. Resolution
2. Notes from Holston Business Development Center board meeting
3. Full meeting minutes from Holston Business Development Center board meeting.
4. Area Map
5. Hawkins County Resolution.

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

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINANCIAL CONTRIBUTION TO
HOLSTON BUSINESS GROUP D/B/A HOLSTON BUSINESS
DEVELOPMENT CENTER IN SUPPORT OF THE
DEVELOPMENT OF THE PROPOSED 160 ACRE INDUSTRIAL
PARK AT HOLSTON ARMY AMMUNITION PLANT

WHEREAS, Hawkins County and the city are interested in creating a proposed 160-acre Industrial Park at the Holston Army Ammunition Plant, which will be located outside of the fence along 11W, west of the main entrance to the plant; and

WHEREAS, City would benefit from this industrial park as a portion of the real property lies within the corporate limits; and

WHEREAS, the estimated cost of the design drawings and construction estimates are \$60,000.00 and for which the city desires to contribute one half of the cost; and

WHEREAS, Holston Business Group d/b/a Holston Business Development Center, a tax-exempt Tennessee nonprofit corporation, will manage the process and will invoice the city and Hawkins County for their designated 50% (fifty-percent) share as design services are completed

WHEREAS, the Hawkins County Board of Commissioners approved the county's contribution of \$30,000.00 on Monday, September 26, 2022, as their half of the funds required; and

WHEREAS, this resolution approves the financial contribution to Holston Business Development Center for the proposed industrial park, in the amount of \$30,000.00 for the project; and

WHEREAS, upon completion of design drawings and construction estimates, the documents will be provided to British Aerospace Systems (BAE Systems), who will then facilitate the process of submitting the project to the Army for budget and construction consideration; and

WHEREAS, funding for this project is available in NC2100, 111-0000-601.20-23.

Now therefore,

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

SECTION I. That a contribution to Holston Business Group d/b/a Holston Business Development Center in the amount of \$30,000.00, for the city's half of the fee for the design and construction estimates for the proposed 160 acre industrial park at the Holston Army Ammunition Plant, 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, any and all documents necessary and proper to effectuate the contribution of \$30,000.00 to Holston Business Group d/b/a Holston Business Development Center for the proposed 160 acre industrial park at

the Holston Army Ammunition Plant, for the city's half of the fee for the design and construction estimates.

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 4th day of October, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Holston Business Group Board of Directors
Notes from Meeting Minutes
July 12, 2022 - 8:30 a.m.

President: Dennis Phillips X

Vice President: Nancy Barker ✓

Treasurer: Larry Elkins ✓

Members:

Mayor Pat Shull✓
Mayor Jim Lee ✓
Chris McCartt ✓
Chip Zimmerman ✓

Guests:

John Rose + 1✓
Mark DeWitte✓
Rebecca Baker✓

Nancy Barker called the July HBG Meeting to order.

Nancy introduced (probable) incoming Mayor of Hawkins County, Mark DeWitte.

HAAP land update.

Mayor Shull reported Lt. Col Carpenter and those above him in the chain of command are open to developing the 160 acres between the fences. Prospective companies are subject to the Army's security concerns.

Mayor Pat Shull invited John Rose to present on the status of the project.

- John Rose, Economic Development Director for Kingsport presented the group with a graphic map (attachment 1) that showed the 160 acres in question along with the Urban Growth Boundary. While not highlighted, the additional 50+ acres outside the fence could also be seen on the map.
- It was stated that the Kingsport Industrial Board had already paid \$12,000 for the initial survey of the 160 acres.
- John Rose also brought along a copy of the engineering schematic that was done in 2010 of the 50+ acres east of the entrance road outside the fence.
- John Campbell pointed out that the Kingsport Industrial Board (KEDB) had already paid \$10,000 for this survey.
- John Rose estimated that an additional \$45,500 will be necessary to finish the survey. An additional \$14,500 should be included in the estimate for extra expenses. A commitment of \$60,000 is needed to take the next steps.
- It was suggested that Kingsport and Hawkins County split the \$60,000 50/50. It was noted that the services of Barge Design Solutions (formerly Barge, Waggoner, Sumner and Cannon, Inc.) could be engaged via HBDC.
- Mayor Lee stated that this was an extremely good opportunity and Nancy concurred - a brief discussion on when to bring it up to their commissioners was held.
- Mayor Shull & Chris McCartt agreed and thought Kingsport would be able to provide the requested funding.
- Discussion was had to reach out to Mt. Carmel and Church Hill leadership.

A motion was made by Larry Elkins, Treasurer to take the proposal to each entities commission for approval. Motion was seconded by Mayor Shull. Motion carried.

Holston Business Group Board of Directors
Meeting Minutes
July 12, 2022 - 8:30 a.m.

President: Dennis Phillips X
Vice President: Nancy Barker v
Treasurer: Larry Elkins v

Members:

Mayor Pat Shullv
Mayor Jim Lee v
Chris McCartt v
Chip Zimmerman v

Guests:

John Rose + 1v
Mark DeWittev
Rebecca Bakerv

Nancy Barker called the July HBG Meeting to order.

Nancy introduced (probable) incoming Mayor of Hawkins County, Mark DeWitte.

John Campbell introduced Liz Bennett as new director.

Treasurer Larry Elkins presented and reviewed the HBG financial reports for Q1 & Q2 of 2022 along with a brief history of the building and associated costs of running it for the last 20 years.

- Mr. Elkins noted that funds from the certificate of deposit were transferred to checking earlier this year and the balance should be zero. Outstanding amount in QuickBooks is being looked into.

Discussion of financial position:

It was stated that the cost to replicate the building would be \$1.3 –\$1.6 million (based on estimate by local contractor).

Larry asked about the status of EDA release of the building - John Campbell spoke to Ken Rea with FTDD and the Letter has been sent to state EDA. The approval could take up to 3 months. The request was submitted about a month ago. Follow up by September 15th.

Liz Bennett noted that Kingsport funding agreement had been signed and the city has been invoiced for FY 22-23 Q1. Hawkins County has not approved their budget as of this meeting.

A motion was made by Mayor Shull to accept and approve the financial statements. Motion was seconded and seconded by Mayor Lee. Motion carried.

OLD BUSINESS

Nancy stated that the New Horizon Bank Signatory had been set up to be signed by President - Dennis Phillips, Vice President – Nancy Barker, Treasurer – Larry Elkins & Director – Liz Bennett

A motion was made by Mayor Shull to accept and approve the signatory card. Motion was seconded by Larry Elkins, Treasurer. Motion carried.

Liz briefly went over the affiliate membership structure and shared room rental fees that had previously mailed out for confirmation of earlier email vote.

All members present endorsed email vote to reinstate affiliate memberships and shared room rental rates.

Nancy stated that she thought it was a great idea to bring in other streams of revenue.

HAAP land update.

Mayor Shull reported Lt. Col Carpenter and those above him in the chain of command are open to developing the 160 acres between the fences. Prospective companies are subject to the Army's security concerns.

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- It was suggested that Kingsport and Hawkins County split the \$60,000 50/50. It was noted that the services of Barge Design Solutions (formerly Barge, Waggoner, Sumner and Cannon, Inc.) could be engaged via HBDC.
- Mayor Lee stated that this was an extremely good opportunity and Nancy concurred - a brief discussion on when to bring it up to their commissioners was held.
- Mayor Shull & Chris McCartt agreed and thought Kingsport would be able to provide the requested funding.
- Discussion was had to reach out to Mt. Carmel and Church Hill leadership.

A motion was made by Larry Elkins, Treasurer to take the proposal to each entities commission for approval. Motion was seconded by Mayor Shull. Motion carried.

NEW BUSINESS

Liz Bennett stated that the AccelNow Management Agreement was up for renewal. A change was made to change the COMMITMENT TO SERVICES AGREEMENT section 2 to read “quarterly schedule of HBG board meetings”.

A motion was made by Mayor Lee to accept and approve the renewal of the agreement. Motion was seconded by Larry Elkins. Motion carried.

DIRECTOR’S REPORT - Liz Bennett provided the director’s report.

Financial Updates

- Annual Audit is started, extension accepted will be complete by 9/30/2022
- Liz will be taking QuickBooks online training
- Looking into ways to save money
- Updating procedures for bookkeeping

Client Updates

- 12/24.5 spaces available for rent
 - 5 spaces for administrative or shared use
 - 7.5 spaces used by 6 paying clients
 - Community First Bank leaving 7/29/2022
- 2 new affiliates
 - Help Me Reconnect – July - mailbox only, From August – Basic Affiliate
 - 4 Farm South – mailbox only
- UK Tech Company looking for US base location

Technology Updates

- Website being redesigned
- New cameras located on all 4 doors (Blink – run from iPad on Director’s Desk)

Building Updates

- PTAC unit from 10 switched with unit in 14 (Training Center)
 - At least 2 PTAC Units need work (Suites 10 & 16)
- Building was pressure washed for the first time in 5 years
- Fire Extinguishers were checked, and one was replaced

Opportunities

- Press Release coming out soon
- Liz was just certified as a Co.Starters Trainer this month.
- Collaborating with SyncSpace
 - Joining InBIA
 - Host Co.Starters in Kingsport and Hawkins County
- Met with Create Appalachia – working on ability to share some resources
- Meeting with Founders Forge this afternoon – partnering on upcoming events
- Goals for 2023 – InBIA International Soft Landings Designation

Regional Entrepreneurial Report was presented by John Campbell.

- Grant of \$300K for equipment for Create Appalachia and Inventor Center expected in August.
- Sync.Space received a budget increase from the state.
- Deadline for fall STRIVE – Startup Training Resources Inspiring Veteran Entrepreneurship training program is August 1st. STRIVE is FREE entrepreneurship training program for Veterans, Reserve and National Guard members. The fall cohort will meet in Kingsport for the first time.
- A \$10,000 Minority Entrepreneurship scholarship program to study this fall is now available.
- Partnership between DR Horton, Sync.Space & Northeast State will start this fall for workforce development, small business, pre-apprenticeship programs.
- Sync.Space & Northeast State Digital Marketing Bootcamp has already received twice the anticipated applications. Will offer two cohorts.

Nancy Barker called for a motion to adjourn.

Motion was made by Mayor Shull to adjourn. Motion was seconded by Larry Elkins. Motion carried.



**National Guard
Armory**

HAAP Main Gate



2022/09/12

Mark Dewitte

The following budget amendments are being requested as listed below:

[illegible]

Nancy Barker

Tom Kern

AYE NAY

13

STREET ACTION:

ESTIMATED COST _____

PAID FROM GENERAL CAPITAL PROJECTS FUND

DATE SUBMITTED 07-12-2022

COUNTY CLERK: NANCY A. DAVIS

BY: Alma A. Cases

APPROVED

DISAPPROVED

VOTING RESULTS

13 YES 0 NO 0 ABSTAIN 1 ABSENT 1 DID NOT VOTE

Resolution 2022/09/12

Budget Amendment General Capital Projects Fund

Passed With Majority of Full Me

Mark Dewitte	Not Voting	Chad Britton	YES
Syble Vaughan	YES	Glenda Davis	YES
John Gibson	YES	Jason Roach	YES
Tom Kern	S YES	Larry Clonce	YES
Jeff Barrett	YES	Nancy Barker	M YES
Danny Alvis	YES	Robbie Palmer	YES
Charles Thacker	YES	Joey Maddox	ABSENT
Joshua Gilliam	YES		

Hawkins County
09-26-22 - September 26 2022 07:30:40 PM

OpenMeeting

STATE OF TENNESSEE
COUNTY OF HAWKINS

I, Nancy A. Davis, Clerk of Hawkins County, Tennessee,

hereby certify the within to be a true and correct copy of

Resolution 2022/09/12as filed in my office, and recorded in Minute Book 119at page No. 196-197.

WITNESS my hand and official seal of office, in

Rogersville, Tennessee, this 29th day of Sept, 2022.

Nancy A. Davis, County Clerk

By Cynthia R. Rledge, Jr.

197



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Execute an Annual Renewal of Public Library Maintenance of Effort Agreement with the Tennessee State Library and Archives for Services via the Holston River Regional Library

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

Action Form No.: AF-303-2022
 Work Session: October 3, 2022
 First Reading: N/A

Final Adoption: October 4, 2022
 Staff Work By: Chris Markley
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

This is an annual agreement which makes the library eligible to receive training, technical support, access to state grants, 81,000 downloadable eBooks/eaudio, 69 state-funded online databases, state-wide courier book deliveries to/from other libraries in the state, and funds (usually about \$14,000.00 annually) for library materials from the State Library through the Holston River Regional Library (a Multi-County Regional System). This agreement also makes it possible for the library to receive LSTA Technology Grants which provides funds to enhance the technology available in the Library.

This State assistance received by the Kingsport Public Library through the Regional Library is intended to supplement local appropriations as required in the establishment of public libraries by the Tennessee Code Annotated, Title 10, Chapter 3. In return for State assistance, each public library desiring to belong to the Multi-County Regional system must maintain "the allocation of locally appropriated funds at a level not less than the amount appropriated the last fiscal year as well as the expenditure of locally appropriated funds at a level not less than the total amount expended in the last fiscal year."

If the Kingsport Public Library fails to meet MOE efforts, the library would not only lose access to these services and funding but would also have to return all the materials purchased for the library with these funds over the last 20 plus years – which amounts to 27% of our collection. The potential loss to the library would equate to \$730,000.

Attachments:

1. Resolution
2. KPL MOE Agreement

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES AND AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE SAME TO RECEIVE FUNDING FOR BOOKS, TRAINING, AND SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2022-2023

WHEREAS, the city is eligible to receive fiscal year 2022-2023 Tennessee State Library and Archives funding for books, access to online resources, professional training, use of the state-wide courier service, the automation system, and internet service through the Holston River Regional Library System; and

WHEREAS, receipt of the funding and services requires execution of a renewal of the Public Library Service Agreement with the Tennessee State Library and Archives.

Now therefore,

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

SECTION I. That the renewal of the Public Library Service Agreement with the Tennessee State Library and Archives which provides funding for books, access to online resources, professional training, use of the state-wide courier service, the automation system, and internet service through the Holston River Regional Library System for fiscal year 2022-2023 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 renewal of the Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system and internet service through the Holston River Regional Library System for fiscal year 2022-2023, 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 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 4th day of October, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

2022-2023 PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT

Office of the Secretary of State Tennessee State Library and Archives

Due to the Holston River Regional Office by Friday, October 14, 2022

Region: Holston River

County(ies): Sullivan

Library/Library System: Kingsport Public Library

The Office of the Secretary of State, Tennessee State Library and Archives, Regional Office is hereby notified that public funds were appropriated and expended for library services in the fiscal year just completed. This amount will be matched or exceeded during the current fiscal year. In addition, the total number of library operating hours will be maintained, per the *Public Library Service Agreement*. The undersigned acknowledge that failure to meet Maintenance of Effort (MOE) may result in the loss of all regional library services, including materials currently held at the local library(ies) paid for with State and Federal funds, and that responsibility for ensuring compliance with this agreement and the *Public Library Service Agreement* shall be shared by both the local funding entity(ies) and the Public Library Board of Trustees.

Report only public tax dollars appropriated and expended for operation of local libraries. Do not include capital or one-time appropriations or expenditures, donated funds or pass-through money appropriated by another County or City.

A. Appropriated and Expended by the County(ies):

County(ies)	Appropriated FY 2020-2021	Expended FY 2020-2021	Appropriated FY 2021-2022	Expended FY 2021-2022	Appropriated FY 2022-2023
Sullivan	\$14,700.00	\$14,700.00	\$15,000.00	\$15,000.00	\$15,000.00
TOTAL	\$14,700.00	\$14,700.00	\$15,000.00	\$15,000.00	\$15,000.00

B. Appropriated and Expended by the City(ies):

City(ies)	Appropriated FY 2020-2021	Expended FY 2020-2021	Appropriated FY 2021-2022	Expended FY 2021-2022	Appropriated FY 2022-2023
Kingsport	\$1,328,900.00	\$1,339,361.00	\$1,328,900.00	\$1,379,230.00	\$1,375,000.00
TOTAL	\$1,328,900.00	\$1,339,361.00	\$1,328,900.00	\$1,379,230.00	\$1,375,000.00

C. Totals:

	Appropriated FY 2020-2021	Expended FY 2020-2021	Appropriated FY 2021-2022	Expended FY 2021-2022	Appropriated FY 2022-2023
TOTAL	\$1,343,600.00	\$1,354,061.00	\$1,343,900.00	\$1,394,230.00	\$1,390,000.00

2022-2023 PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT

Office of the Secretary of State Tennessee State Library and Archives

Due to the Holston River Regional Office by Friday, October 14, 2022

Region: Holston River

County(ies): Sullivan

Library/Library System: Kingsport Public Library

D. Number of library operating hours in a normal week:

Name of Library Building	Main or Branch Library	Number of Hours per Week FY 2020-2021	Number of Hours per Week FY 2021-2022	Number of Hours per Week FY 2022-2023	Comments: Number of Days closed for COVID-19
Kingsport Public Library	Main	61	61	61	0
Total		61	61	61	0

E. Official Signatures:

Patrick Shull, Kingsport Mayor **Date**

John P. Morris, Kingsport Budget Director **Date**

Julie Hammonds, Library Board Chair **Date**

For State Library Use Only

Reviewed by:

Signature _____ Date _____
Jennifer Breuer, Holston River Regional Library Director

Additional notes:

Approved by:

Signature _____ Date _____
Charles A. Sherrill, State Librarian and Archivist



AGENDA ACTION FORM

A Resolution to Purchase Four (4) Ford Maverick FWD from the Tennessee State Contract

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

Action Form No.: AF-305-2022
Work Session: October 3, 2022
First Reading: N/A

Final Adoption: October 4, 2022
Staff Work By: Committee
Presentation By: R. McReynolds/S. Leonard

Recommendation:

Approve the resolution.

Executive Summary:

It is the recommendation of the committee to purchase Four (4) 2023 Ford Maverick FWD from Lonnie Cobb Ford on the Tennessee State Contract # 72347 for use by Waste Water Admin (2) & Water Technical Services (2). The Tennessee State Contract for vehicles are available for local government agencies to use. The delivery from the dealership to the agency is included in the price.

\$26,106.00	Unit Price
\$104,424.00	Total Purchase Price

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

These units are fleet replacements.

Funding is identified in Project/Account # 51150085019010

Attachments:

1. Resolution
2. Recommendation Memo w /photo
3. Tennessee State Contract
4. Quote

Funding source appropriate and funds are available: *gm*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO LONNIE COBB FORD UTILIZING TENNESSEE STATE CONTRACT #72347 FOR FOUR FORD MAVERICK TRUCKS FOR USE BY THE WATER/ WASTE WATER DEPARTMENT

WHEREAS, staff recommends the purchase of four (4) 2023 Ford Maverick front wheel drive trucks from Lonnie Cobb Ford on the Tennessee State Contract # 72347 for use by Waste Water Admin (2) & Water Technical Services (2); and

WHEREAS, pursuant to Tennessee Code Annotated section 12-3-1201 city is authorize to purchase goods and services on the same terms and conditions of the Tennessee state contracts; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Lonnie Cobb Ford, in the amount of \$104,424.00; and

WHEREAS, funding for this equipment is available in project account # 51150085019010

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Lonnie Cobb Ford for four (4) 2023 Ford Maverick front wheel drive trucks from Lonnie Cobb Ford on the Tennessee State Contract # 72347 for use by Waste Water Admin (2) & Water Technical Services (2), in the amount of \$104,424.00.

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

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

ADOPTED this the 4th day of October, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FLEET MAINTENANCE DEPARTMENT
City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: September 20, 2022
Re: Fleet Replacement of 1881, 1893, 2108 & 2164 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacements of Waste Water Administration and Water Technical Services units 1881, 1893, 2108 & 2164 utilizing State of Tennessee Contract pricing of \$26,106.00 each. The units bid meet the expectations of the departments and will fulfill the requirements of their operational needs. The State Contract ID# 75347 allows a municipality to purchase off of the State Contract pricing. A copy of the State of Tennessee Contract is attached.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	4	2023 Ford Maverick FWD	Lonnie Cobb	23 City/30 Hwy

These units will be a Fleet Replacements

The units listed below will be replaced and disposed of utilizing the current approved City process. The State offerings were reviewed by, Adam Williams, and is in agreement with this recommendation.

Fuel Economy Improvement

45%

Fuel economy will improve with these four hybrids. With today's technology and vast improvements in battery life plus the compact design of these pickups

State Contract Number 75347

Replacements

1881	2009 Ford f150 2WD	Mileage	72,055
1893	2009 Ford Escape 4WD (Hybrid)	Mileage	100,213
2108	2014 Ford F-250 2WD	Mileage	108,370
2164	2014 Ford F-150 2WD	Mileage	117,188

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

Thank you.

SWC 209
Lonnie Cobb Ford contract # 75347

2022 Maverick FWD SuperCrew 4.5' box 121.1" WB XLT (W8E)

Price Level: 240



Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 09/22/2022





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

Statewide Multi-Year Contract Issued to:

Lonnie Cobb Ford LLC
1618 Highway 45 N
Henderson, TN 38340

Vendor ID: 0000146108

Contract Number: 0000000000000000000075347

Title: SWC209 Vehicles

Start Date : July 01, 2022 End Date: December 31, 2023

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

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

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

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

liable for the transactions between the Contractor and Authorized Users.

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5947
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000179934
Police, Vehicles, Ford 2023, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-001
Manufacturer Item #:
Unit Price: \$ 0

Line 2

Item ID: 1000179935
Sedans, Ford 2023, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-002
Manufacturer Item #:
Unit Price: \$ 0

Line 3

Item ID: 1000179936
Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away) 2023, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-003
Manufacturer Item #:
Unit Price: \$ 0

Line 4

Item ID: 1000179937
Sport Utility Vehicles, Ford (SUVs) 2023, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-004
Manufacturer Item #:
Unit Price: \$ 0

Line 5

Item ID: 1000179938
Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab 2023, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-005
Manufacturer Item #:
Unit Price: \$ 0

Line 6

Item ID: 1000179939
Medium Trucks, Ford (Class 6,7) 2023 Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Vendor Item/Part #: SWC209-COBB-006

Manufacturer Item #:

Unit Price: \$ 0

Line 7

Item ID: 1000179941

Optional Equipment, Generic SWC209 Asset

Unit of Measure: EA

Vendor Item/Part #: SWC209-COBB-008

Manufacturer Item #:

Unit Price: \$ 0

APPROVED: _____


Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of
Tennessee, ou=Central Procurement
Office, email=mike.perry@tn.gov,
c=US
Date: 2022.06.24 08:07:47 -05'00'

CHIEF PROCUREMENT OFFICER

BY: _____


Digitally signed by Mike
Neely
Date: 2022.06.24 06:58:04
-05'00'

PURCHASING AGENT

DATE



Prepared by: STEVEN BLACKSTOCK
09/22/2022

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2022 Maverick FWD SuperCrew 4.5' box 121.1" WB XLT (W8E)

Price Level: 240

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$23,360.00
Options	\$115.00
Colors	\$0.00
Upfitting	\$1,820.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,495.00
Subtotal	\$26,790.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$684.00
Total		\$26,106.00

vehicle will be a 2023 year model

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



AGENDA ACTION FORM

A Resolution to Purchase Two (2) Ford Maverick AWD from the Tennessee State Contract

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

Action Form No.: AF-306-2022
 Work Session: October 3, 2022
 First Reading: N/A

Final Adoption: October 4, 2022
 Staff Work By: Committee
 Presentation By: R. McReynolds/S. Leonard

Recommendation:

Approve the resolution.

Executive Summary:

It is the recommendation of the committee to purchase Two (2) 2023 Ford Maverick AWD from Lonnie Cobb Ford on the Tennessee State Contract # 72347 for use by Building & Code Enforcement. The Tennessee State Contract for vehicles are available for local government agencies to use. The delivery from the dealership to the agency is included in the price.

\$26,717.00	Unit Price
\$53,434.00	Total Purchase Price

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

One unit is a Fleet replacement & one is an additional unit.

Funding is identified in Project/Account # 51150085019010 & 11025054359004

Attachments:

1. Resolution
2. Recommendation Memo w /photo
3. Tennessee State Contract
4. Quote

Funding source appropriate and funds are available: *cm*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO LONNIE COBB FORD UTILIZING TENNESSEE STATE CONTRACT #72347 FOR TWO FORD MAVERICK ALL - WHEEL DRIVE TRUCKS FOR USE BY BUILDING DEPARTMENT AND CODE ENFORCEMENT

WHEREAS, staff recommends the purchase of two (2) 2023 Ford Maverick all-wheel drive trucks from Lonnie Cobb Ford on the Tennessee State Contract # 72347 for use by the Building Department and Code Enforcement; and

WHEREAS, pursuant to Tennessee Code Annotated section 12-3-1201 city is authorize to purchase goods and services on the same terms and conditions of the Tennessee state contracts; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Lonnie Cobb Ford, in the amount of \$53,434.00; and

WHEREAS, funding for this equipment is available in project account # 51150085019010

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Lonnie Cobb Ford for two (2) 2023 Ford Maverick all-wheel drive trucks from Lonnie Cobb Ford on the Tennessee State Contract # 72347, for use by the Building Department and Code Enforcement, in the amount of \$53,434.00.

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

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

ADOPTED this the 4th day of October, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FLEET MAINTENANCE DEPARTMENT
City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: September 20, 2022
Re: Fleet Replacement of 1957 & One Additional Unit Purchase Recommendation

It is the recommendation of this office to purchase the Fleet replacement & additional unit for Building and Code Enforcement unit # 1957 utilizing State of Tennessee Contract pricing of \$26,717.00 each. The units bid meet the expectations of the departments and will fulfill the requirements of their operational needs. The State Contract ID# 75347 allows a municipality to purchase off of the State Contract pricing. A copy of the State of Tennessee Contract is attached.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	2023 Ford Maverick AWD	Lonnie Cobb	23 City/30 Hwy

These units will be a Fleet Replacements

The unit listed below will be replaced and disposed of utilizing the current approved City process.
The State offerings were reviewed by, Keith Bruner, and is in agreement with this recommendation.

Fuel Economy Improvement

Fuel economy will improve on these units based on the compact design.

10%

State Contract Number 75347

Replacements

1957 2011 Ford Ranger 4WD Mileage 106,656

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

Thank you.

SWC 209
Lonnie Cobb Ford contract # 75347

2022 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8F)

Price Level: 240



Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 09/19/2022



Lonnie Cobb Ford | 1618 Highway 45 North, Henderson, Tennessee, 383404005
Office: 731-989-2121 | Fax: 731-989-3502



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

Statewide Multi-Year Contract Issued to:

Lonnie Cobb Ford LLC
1618 Highway 45 N
Henderson, TN 38340

Vendor ID: 0000146108

Contract Number: 0000000000000000000075347

Title: SWC209 Vehicles

Start Date : July 01, 2022 End Date: December 31, 2023

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

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

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

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

liable for the transactions between the Contractor and Authorized Users.

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5947
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000179934
Police, Vehicles, Ford 2023, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-001
Manufacturer Item #:
Unit Price: \$ 0

Line 2

Item ID: 1000179935
Sedans, Ford 2023, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-002
Manufacturer Item #:
Unit Price: \$ 0

Line 3

Item ID: 1000179936
Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away) 2023, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-003
Manufacturer Item #:
Unit Price: \$ 0

Line 4

Item ID: 1000179937
Sport Utility Vehicles, Ford (SUVs) 2023, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-004
Manufacturer Item #:
Unit Price: \$ 0

Line 5

Item ID: 1000179938
Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab 2023, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-005
Manufacturer Item #:
Unit Price: \$ 0

Line 6

Item ID: 1000179939
Medium Trucks, Ford (Class 6,7) 2023 Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Vendor Item/Part #: SWC209-COBB-006

Manufacturer Item #:

Unit Price: \$ 0

Line 7

Item ID: 1000179941

Optional Equipment, Generic SWC209 Asset

Unit of Measure: EA

Vendor Item/Part #: SWC209-COBB-008

Manufacturer Item #:

Unit Price: \$ 0

APPROVED: _____



Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of
Tennessee, ou=Central Procurement
Office, email=mike.perry@tn.gov,
c=US
Date: 2022.06.24 08:07:47 -05'00'

CHIEF PROCUREMENT OFFICER

BY: _____

Mike Neely

Digitally signed by Mike
Neely
Date: 2022.06.24 06:58:04
-05'00'

PURCHASING AGENT

DATE



Prepared by: STEVEN BLACKSTOCK

09/22/2022

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2022 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8F)

Price Level: 240

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$20,995.00
Options	\$2,770.00
Colors	\$0.00
Upfitting	\$1,820.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,495.00
Subtotal	\$27,080.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$363.00
Total		\$26,717.00

vehicle will be a 2023 year model

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



AGENDA ACTION FORM

A Resolution to Enter into a Renewal of an Inter-local Agreement with the 2nd Judicial Drug Task Force

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

Action Form No.: AF-278-2022
 Work Session: October 3, 2022
 First Reading: N/A

Final Adoption: October 4, 2022
 Staff Work By: Staff
 Presentation By: Chief Phipps

Recommendation:

Approve the resolution.

Executive Summary:

The Kingsport Police Department has had a long and successful partnership as a member of the 2nd Judicial Drug Task Force (DTF) for many years. The Task Force is comprised of selected officers within the departments of Sullivan County Sheriff's Office, Bristol TN Police, Bluff City Police and Kingsport Police. Historically, the DTF has governed itself through the use of a Memorandum of Understanding with the participating agencies. The Office of Criminal Justice Programs (OCJP) has mandated that each agency submit an Inter-local Agreement to the presiding Judicial District Attorney to meet the requirements set forth in T.C.A. 12-9-101. The OCJP provides partial funding for DTFs to operate through grants.

This agreement will continue to allow KPD to be a member of the Task Force in order to "consolidate effort, information, experience, and resources...within the district in order to effectively investigate drug cases." This agreement does not prohibit KPD from investigating drug cases within the city limits.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *pm*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
WITH THE 2ND JUDICIAL DISTRICT DRUG TASK FORCE - AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Kingsport Police Department (KPD) has had a long and successful partnership as a member of the 2nd Judicial Drug Task Force (DTF) for many years; and

WHEREAS, the Task Force is comprised of selected officers from the Sullivan County Sheriff's Office, Bristol, Tennessee Police Department, Bluff City Police Department and Kingsport Police Department; and

WHEREAS, the Office of Criminal Justice Programs (OCJP) has mandated that each agency submit an Inter-local Agreement to the District Attorney General for the judicial district to meet the requirements set forth in T.C.A. 12-9-101, as they provide partial funding for DTFs to operate through grants; and

WHEREAS, this agreement will continue to allow KPD to be a member of the Task Force and this agreement does not prohibit KPD from investigating drug cases within the city limits.

Now therefore,

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

SECTION I. That an interlocal agreement with 2nd Judicial Drug Task Force (DTF), 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 the 2nd Judicial Drug Task Force (DTF), to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**INTERLOCAL COOPERATION AGREEMENT
2nd JUDICIAL DISTRICT DRUG TASK FORCE**

This Agreement is entered into by the undersigned parties on behalf of the governing bodies such parties represent by virtue of the office the individual holds at the time this Agreement is signed. The governing bodies represented herein are part of the 2nd Judicial District of the State of Tennessee.

WHEREAS, Tennessee Code Annotated, Section 12-9-101, *et seq*; authorizes-public agencies to enter into inter-local cooperation agreements; and

WHEREAS, Tennessee Code Annotated, Section 8-7-110, as amended by the Public Acts of 2004, authorizes any law enforcement officer or assistant district attorney general or district attorney general criminal investigator hired or assigned to a drug task force to enforce the laws of the State of Tennessee related to the investigation and prosecution of drug cases by conferring the same rights, powers, duties and immunities in every jurisdiction within the judicial district as such officer has within the officer's own jurisdiction; and

WHEREAS, the local governments that are parties to this Agreement are to avail themselves of all authority conferred by these statutes, and any other provisions of law, to create and operate a drug task force for the 2nd Judicial District; and

WHEREAS, it is deemed in the public interest by the parties hereto that such a multi- jurisdictional drug task force is created.

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

1. **PURPOSE:** The purpose of the 2nd Judicial District Drug Task Force (hereinafter "DTF") is to consolidate the effort, information, experience and resources of the individual law enforcement agencies within the district in order to effectively investigate drug cases. This Agreement does not prohibit, or otherwise restrict the law enforcement agencies which are parties to this Agreement, from continuing to investigate drug cases within the jurisdiction in which such agency operates.

2. **BOARD OF DIRECTORS:** The DTF shall be governed by the Board of Directors (hereinafter "Board"). The Board shall be comprised of the chief law enforcement officer for each city and/or county within the 2nd Judicial District that is a party to this Agreement. Other local governmental entities within the 2nd Judicial District may become a party to this Agreement through written notification to the Board of Directors, and approval by the governing body of the entity and acceptance of this Agreement's terms and conditions. Such added parties may then designate a representative for the Board according to the provisions outlined herein. The District Attorney General for the 2nd Judicial District shall also be a voting member of the Board.

Meetings. The Board will establish the time, date and place for its regular meetings. Regular meetings shall be held monthly. Special meetings of the Board shall be called upon the request of the Chairman or of one-third of the Board members. Notices of all meetings of the Board shall be sent by DTF personnel by e-mail or by regular mail at least five (5) business days prior to the meeting. Notice of any particular meeting may be given to some Board members in one manner and to the remaining Board members in a different manner.

Quorum. Except as otherwise provided herein, a majority of the Board members in person or by proxy shall constitute a quorum for the transaction of business.

Except as otherwise provided herein, a majority of the quorum will rule.

Compensation. Members of the Board will serve without additional compensation.

Authority. The Board is responsible for the overall policy and direction of the DTF. The duties of the Board include, but are not limited to, the following:

1. Selecting a DTF Director. Such person will be assigned from one of the participating law enforcement agencies that are party to this Agreement.
2. Approving assignment, discharge, suspension, or transfer of DTF personnel.
3. Overseeing the finances of the DTF to ensure compliance with the procedures required by the State Comptroller, federal grants and any internal financial policies established by the Board.
4. Review annually all Memorandums of Understandings, Inter- agency Agreements and Inter-local Agreements.

Officers of the Board. The District Attorney General shall be designated Chairman of the Board and will hold said position for the duration of their tenure in office.

Voting. Each member of the Board will have an equal vote in the conduct of its business. Voting by proxy or thru an assigned designate will be allowed if the Board member elects this option at any time prior to the date a vote of the Board is taken. A vote by a proxy or assigned designate of a Board member will have the same force and effect as a vote by such Board member in person. Any action authorized in writing by all of the Board shall be an act of the Board with the same force and effect as if the same had been passed by unanimous vote of a duly called meeting of the Board.

Nonliability of Board members. The Board members shall not be personally liable for the debts, liabilities, or other obligations of the DTF.

3. **DRUG TASK FORCE DIRECTOR:** The Board shall assign a Director to supervise the day-to-day business of the DTF. The Director shall be responsible for implementing policies approved by the Board and for reporting to the Board at each meeting. The Director's compensation and authority shall be determined by the Board. The Director shall not be entitled to vote at Board meetings. The duties of the Director include, but are not limited to, the following:

1. Select a DTF Office Manager, and/or other necessary office personnel, and receive approval from the Board for such selection(s).
2. Approve expenditure of DTF funds and maintain account of such funds as required by the State Comptroller, federal grant and internal financial procedures established by the Board.
3. Ensure the timely preparation of all reports on DTF activities.
4. Prepare policies and procedures for DTF personnel, and receive approval from the Board for the implementation of such policies and procedures.
5. Enter into agreements, leases, and/or contracts on behalf of the DTF. The Director does not have to seek approval from the Board for agreements, leases and/or contracts pertaining to the day-to-day operations of the DTF; however, such agreements, leases and/or contracts must be accounted for within the budget and/or quarterly financial statement provided to the Board. The Board

may set a maximum financial obligation which may be implemented through the authority of the Director, to set a standard by which approval must be sought prior to the implementation of agreements, leases and/or contracts pertaining to the DTF.

4. **FINANCES:** The financial matters of the DTF shall be conducted in accordance with all applicable state and federal laws.

Judicial District Drug Fund. A joint fund shall be established for the monies necessary for DTF operations. Such fund shall be maintained in the office of the Trustee in the county designated by the Board. This fund shall be known as the "Judicial District Drug Fund." All monies including, but not limited to, local government contributions, fines, grant proceeds, seizures and forfeitures for the benefit of the DTF shall be deposited in this fund.

Disbursement of Judicial District Drug Fund. Monies from the Judicial District Drug Fund may be disbursed upon request by the DTF Director.

Disbursements shall be subject to the limitations established by the Board in accordance with state and federal law.

Contributions and Distribution of Income: All contributions by individual agencies that are members of the DTF along with any individualized agreements relating to the distribution of income and/or seized assets between the DTF and individual agencies, will be pursuant to Memorandums of Understanding between the DTF and the respective individual agencies. These agreements will be approved by the District Attorney General and the chief law enforcement officer of the respective agency. All distribution of income and/or seized property will comply with any and all applicable Tennessee state law.

Budget. The DTF Director shall prepare an annual budget on or before April 1st of each year designating the manner in which the Judicial District Drug Fund shall be disbursed. Such budget shall be approved by the Board prior to disbursement.

Purchasing. The Board may adopt policies and procedures concerning purchasing. The purchasing procedure of the DTF must comply with the purchasing procedure of the county wherein the DTF headquarters is located as well as any other applicable state and/or federal law.

Accounting and Reporting. The DTF must maintain the finances and records pertaining to such finances in accordance with state and federal law. The DTF Director shall file a monthly financial report with the Board.

Audit. An annual audit shall be conducted of the funds maintained by the DTF. The audit will be made by the State Comptroller or a private accountant employed via a majority vote of the Board.

5. **PROPERTY OF THE DTF:** The DTF shall have the authority to maintain control over personal and real property.

Personal Property and Equipment. The personal property and equipment contributed to or purchased by the DTF shall remain the property of the DTF for so long as the DTF is operational. The property and equipment supplied through employees assigned to the DTF that remain employees of a law enforcement agency and/or governmental entity shall remain the property of the law enforcement agency and/or governmental entity unless otherwise designated in writing.

Real Property. The DTF has the authority to purchase real property and hold such property in the name of the DTF. Any purchase of real property made by the DTF must be made with the authorization of the Director after receipt of approval by a majority of the Board.

Disposal of DTF Property. Obsolete or surplus property of the DTF may be disposed of at the discretion of the DTF Director. In the event the DTF is dissolved or disbanded, real and personal property in the custody and control of the DTF shall be disposed of by the Board to the law enforcement agencies and/or governmental entities that are parties to this agreement or in accordance with state law as a Court of competent jurisdiction in any county in which the DTF operates within the 2nd Judicial District shall direct.

6. **PERSONNEL:** Any assignment of a law enforcement officer; assistant district attorney general, or district attorney general investigator assigned to the DTF shall have such assignment in writing provided by the chief law enforcement official of the assigning jurisdiction; including, but not limited to, sheriff departments, police departments, task forces, state law enforcement agencies and district attorney general's office, and shall not become effective until approved by the Board. Non-Commissioned employees may be assigned to the DTF by agencies- pursuant to Memorandums of Understanding between the DTF and respective agencies; such assignments shall be made in writing and shall not become effective until approved by the board. Pursuant to Tennessee Code Annotated, Section 8-7-110, any law enforcement officer employed by or assigned to the DTF must meet the minimum certification requirements of the peace officers standards and training commission; provided, however, that such officer shall not be entitled to receive a police pay supplement for that certification.

Commission. The Director of the DTF shall have the authority to commission personnel assigned to or hired by the DTF with the approval of the District Attorney General for the 2nd Judicial District.

Status and Benefits. Any law enforcement officer or non-commissioned employee assigned to the DTF shall remain an employee of the agency making the assignment for the purpose of compensation and benefits. Salaries of such officers shall be paid by the respective law enforcement agency making the assignment. A law enforcement officer assigned to the DTF shall retain all rights, privileges and benefits including, but not limited to, insurance, retirement, seniority, promotional consideration and Worker's Compensation with the assigning agency.

Assignment and Transfer. Each law enforcement agency and/or governmental entity that is a party to this Agreement may recommend law enforcement officers or non-commissioned personnel for assignment to the DTF. The officer or non-commissioned person, the assigning agency, the Director or the Board may request assignment changes regarding the officer's position or non-commissioned person's position with the DTF. Any assignment or change in assignment pertaining to personnel with respect to the DTF shall be subject to Board approval. Any law enforcement officer or non-commissioned person assigned by the DTF shall follow the policies and procedures of the assigning agency as well as those established by the Director for the DTF.

7. **AUTHORITY OF DTF AGENTS:** Any law enforcement officer or assistant district attorney general or district attorney general criminal investigator assigned to or hired by the DTF shall have the same rights, powers, duties and immunities in every jurisdiction within the judicial district as such officer has within the officer's own jurisdiction. Such individuals shall also have the same rights, powers, duties and immunities statewide as such officer has within the 2nd Judicial District; provided, that investigations conducted outside the officer's jurisdiction originated within the officer's own jurisdiction and is immediately necessary to an ongoing investigation; or by working in cooperation with another judicial district or multi-judicial district task force or law enforcement agency; or where there exists a mutual aid agreement between the judicial districts or multi-judicial district task forces approved by each district attorney general. See Tennessee Code Annotated, Section 8-7-110. Any law enforcement officer, who is employed directly by the 2nd Judicial District Drug Task Force and has been conferred law enforcement powers, shall have all the police powers necessary to enforce au-State laws, including all traffic laws, the power to serve and execute warrants, arrest offenders and issue citations.

8. **IMMUNITIES OF DTF AGENTS:** Notwithstanding any other provision of law to the contrary, concerning members of judicial district task forces relating to the investigation and prosecution of alleged drug violations, if a claim or suit should be filed against an individual and it is proven that: (1) at the time of the alleged incident the individual was a member of the DTF who was properly certified to the board of claims pursuant to state law; and (2) the alleged liability arose out of the individual's activities as a DTF member; then it shall be conclusively deemed that the individual was not an employee, agent or servant of a local government but was a volunteer to the state. To the extent any conflict exists concerning liability or jurisdiction of the members of the DTF relating to the investigation and prosecution of, but not limited to, drug cases between the provisions established by state law and any mutual aid or interlocal agreement entered into by the DTF, then state law shall take precedence over any such agreement. See Tennessee Code Annotated, Section 8-7-110.

9. **QUALIFICATIONS FOR CERTIFYING MEMBERS OF THE TASK FORCE AND MEMBERS OF THE BOARD OF DIRECTORS:** Pursuant to Tennessee Code Annotated Section 8-42-101(3)(C), the 2nd DTF will comply with all requirements of Chapter 0620-3-5 of the Rules of the Tennessee Department of Finance and Administration relating to the qualifications for certifying members and board of directors of judicial drug task forces relating to the investigation and prosecution of drug cases for the purpose of state liability protection.

10. **DURATION AND TERMINATION OF AGREEMENT:** The duration of this Agreement is perpetual. A party to this Agreement may withdraw at any time by providing written notice to the Board at least sixty (60) days prior to such withdrawal. The DTF may be dissolved upon the vote of a majority of the Board and the approval of the District Attorney General of the 2nd Judicial District. Upon such vote, the DTF will wind up its affairs in accordance with the provisions outlined herein.

11. **CONSTRUCTION:** Should any of the provisions or portions of this Agreement be held unenforceable or invalid for any reason, the remaining provisions and portions of the Agreement shall be unaffected by such holding.

12. **EFFECT:** This Agreement shall take effect as of June 1, 2015, upon the adoption of the terms of this Agreement by the Board in existence prior to such effective date. Such entities seeking to be parties to this Agreement shall be made such upon receipt by the Board of the minutes of the meeting of the governing body of such party showing agreement to the terms outlined herein. If a participating entity does not seek approval of this Agreement prior to June 1- 2015, such entity will be removed from participation on the Board or as an assigning agency of the DTF. The members of the Board and parties to this Agreement will be determined by the signatures affixed hereto by the representative assigned by the governmental agency after approval by the government body of the

terms of this Agreement. If a signature and date does not appear by a party's agency, then such agency is not represented on the Board.

IN WITNESS WHEREOF, the parties by their duly authorized representatives designated by the following signatures:

[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 4th day of O, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Ratifying an Application for a "Driver Training" Matching Grant Program from Public Entities Partners

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

Action Form No.: AF-309-2022
 Work Session: October 3, 2022
 First Reading: N/A

Final Adoption: October 4, 2022
 Staff Work By: Kristen Hodgson
 Presentation By: B. Rowlett

Recommendation:

Approve the resolution.

Executive Summary:

The city has applied for a "Driver Training" Matching Grant Program through Public Entity Partners to be used for employee driver safety, such as back-up cameras and GPS tracking systems. The deadline for the grant is October 14, 2022, and the application was submitted.

The city would use the grant funds for back-up cameras for heavy equipment.

The maximum amount of the grant is \$5,000.00 and requires a match of amount granted. Funds are available in the Risk Management budget.

Attachments:

- Resolution

Funding source appropriate and funds are available: *cm*

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

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

RESOLUTION NO. _____

A RESOLUTION TO RATIFY AN APPLICATION FOR A DRIVER
TRAINING GRANT FROM PUBLIC ENTITIES PARTNERS

WHEREAS, the safety and well-being of the employees of the city is of greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the city employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a "Driver Training" Matching Grant Program; and

WHEREAS, to be eligible to apply for the grant, an application needed to be submitted before October 14, 2022; and

WHEREAS, the maximum amount of the award is \$5,000.00, with an equal match, and the city now seek to participate in this important program; and

WHEREAS, funds are available in the Risk Management budget.

Now therefore,

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

SECTION I. That the application submitted on September 22, 2022, for a "Driver Training" Matching Grant Program from Public Entity Partners, in an of \$5,000.00 is ratified.

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, any and all documents necessary and proper to apply for a "Driver Training" Matching Grant Program grant funds from the Public Entity Partners in the amount of \$5,000.00, which will require an equal matching sum.

SECTION III. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 4th day of October, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



TO: Board of Mayor and Aldermen
FROM: Chris McCartt, City Manager
DATE: September 13, 2022
RE: Contracting Emergency Shoring for the Buck Van Huss Dome

In accordance with the City Code (Section 2-605), authorization to make purchases in and for apparent or actual emergency situations affecting the immediate health, safety, and general welfare of the city is provided. This report fulfills the process for emergency procurement of contractual services, and shall be filed in the minutes of the Board of Mayor and Aldermen meeting of September 13, 2022.

Shoring of the 4th and 5th rings of the Buck Van Huss Dome is essential to be able to occupy the building. Three specialized special education classes take place in areas of the building surrounding the dome. It is imperative to get the rings shored in order to meet the continuous education needs of these students.

A memo was signed by the Superintendent of Schools and City Manager on September 1, 2022, for approval to proceed with an agreement with Towers Construction in the amount of \$298,005.00.