



## **AGENDA**

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

**Monday, December 5, 2022, 4:30 p.m.  
City Hall, 415 Broad St., Boardroom, 3<sup>rd</sup> Floor**

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

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

#### **Leadership Team**

Chris McCartt, City Manager  
Michael Borders, Assistant City Manager  
Bart Rowlett, City Attorney  
Lisa Winkle, City Recorder/Treasurer  
Tyra Copas, Human Resources Director  
John Morris, Budget Director  
Floyd Bailey, Chief Information Officer

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

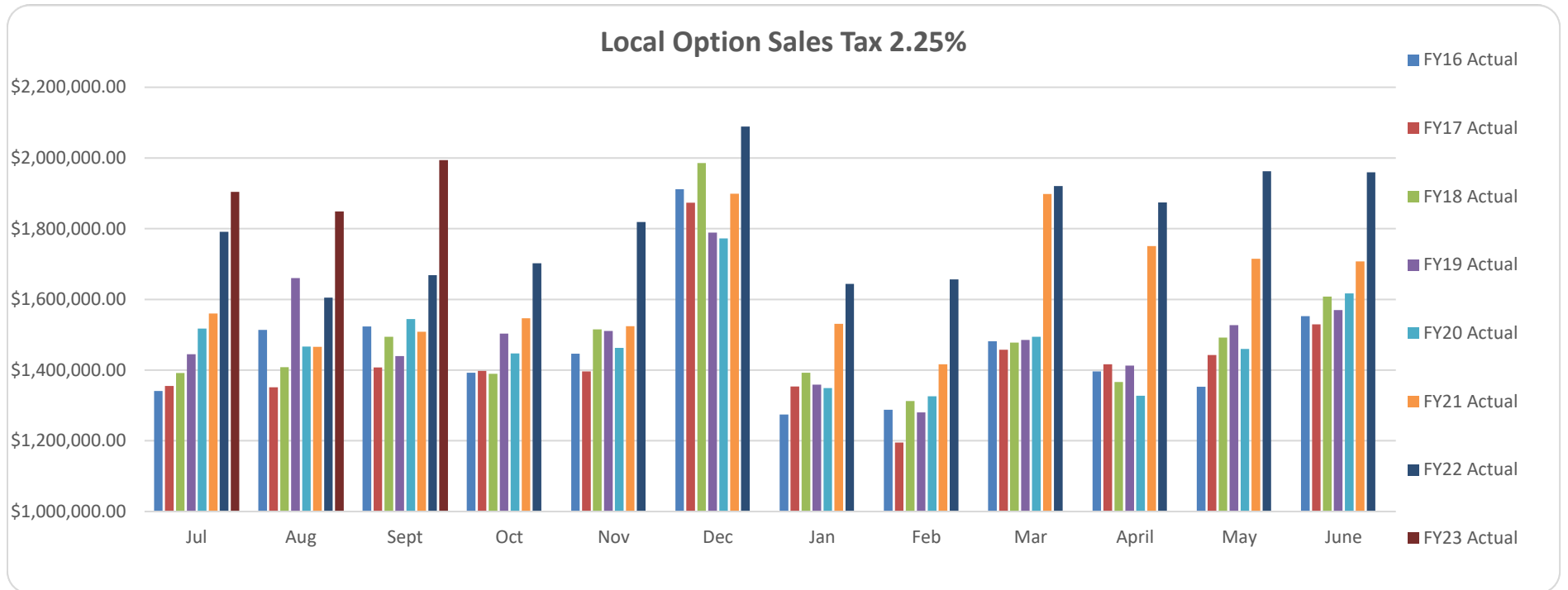
1. Call to Order
2. Roll Call
3. Legislative Delegation Conversation
4. Ballard Health Update – Rebecca Beck & Dr. Chad Couch
5. Adjourn

**Next Work Session, Dec. 19, 2022:** KEDB/NETWORKS Update, Fire Station #2 Update

## Local Option Sales Tax 2.25%

### September 2022

	FY18	FY19	FY20	FY21	FY22	FY23	FY23	Over/Under	% Over/Under	Over/Under	% Over/Under
	Actual	Actual	Actual	Actual	Actual	Actual	Revised Budget	FY23 Budget	FY23 Budget	FY22 Actual	FY22 Actual
Jul	\$1,392,147.27	\$1,444,727.00	\$1,517,710.01	\$1,560,032.54	\$1,791,460.48	\$1,904,436.51	\$1,769,500.00	\$134,936.51	7.63%	\$112,976	6.31%
Aug	\$1,408,119.00	\$1,660,189.01	\$1,466,245.00	\$1,466,134.09	\$1,605,188.64	\$1,849,130.72	\$1,621,500.00	\$227,630.72	14.04%	\$243,942	15.20%
Sept	\$1,493,952.13	\$1,440,056.00	\$1,544,461.94	\$1,508,122.79	\$1,668,359.84	\$1,994,020.56	\$1,675,100.00	\$318,920.56	19.04%	\$325,661	19.52%
Oct	\$1,389,451.00	\$1,503,032.00	\$1,447,066.95	\$1,546,557.57	\$1,702,507.26		\$1,714,600.00				
Nov	\$1,515,210.00	\$1,510,894.40	\$1,462,498.00	\$1,524,485.85	\$1,818,738.26		\$1,760,200.00				
Dec	\$1,985,601.00	\$1,788,766.43	\$1,772,437.00	\$1,898,886.33	\$2,088,757.00		\$2,102,600.00				
Jan	\$1,392,917.00	\$1,358,902.17	\$1,348,872.00	\$1,530,774.86	\$1,643,547.05		\$1,611,800.00				
Feb	\$1,312,713.00	\$1,280,154.07	\$1,326,133.00	\$1,416,746.27	\$1,656,365.50		\$1,595,400.00				
Mar	\$1,477,699.00	\$1,484,980.00	\$1,493,996.00	\$1,898,355.80	\$1,920,619.39		\$1,844,200.00				
April	\$1,366,099.00	\$1,412,517.03	\$1,327,489.66	\$1,750,965.28	\$1,874,537.84		\$1,787,500.00				
May	\$1,492,028.00	\$1,527,469.00	\$1,460,028.68	\$1,715,204.91	\$1,962,580.55		\$1,864,800.00				
June	\$1,608,149.00	\$1,571,086.24	\$1,617,153.10	\$1,707,660.22	\$1,959,190.92		\$1,902,800.00				
<b>Total</b>	<b>\$17,834,085.40</b>	<b>\$17,982,773.35</b>	<b>\$17,784,091.34</b>	<b>\$19,523,926.50</b>	<b>\$21,691,852.73</b>	<b>\$5,747,587.79</b>	<b>\$21,250,000.00</b>	<b>\$681,487.79</b>	<b>13.57%</b>	<b>\$682,579</b>	<b>13.67%</b>





# City of Kingsport

December 6, 2022

## Project Status in Pictures

### 1 Tribe Athletic Complex

Current work includes installing graphics on the sides and center of the court.

### 3 Main Street Rebuild Project

The project has begun - get updates via the Main Street Rebuild Facebook page or sign up for the newsletter at [kingsporttn.gov/mainstreetrebuild](https://kingsporttn.gov/mainstreetrebuild).

### 2 Riverbend Park

The construction crew is working on placing the stabilized trail gravel surface.

### 4 KATS Garage

Crews are working to install the roof on the garage.

### 5 Waterline Improvements - Parkcliff Dr

Crews are replacing old, leaking waterlines.





# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	Current Status
\$38,000,000.00	Chad Austin	<b>Reedy Creek Trunk Line (Lovedale to John B Dennis)</b>	Replacement and upgrade of the sewer trunkline along the Reedy Creek corridor from Lovedale Dr to John B Dennis Highway. Project will be completed in multiple phases to be determined during the design process.	12/31/2030	Received proposal from Barge Design Services for final design of entire trunkline. Contract to BMA on 11/1/22.
\$28,693,000.00	Ryan McReynolds	<b>Meadow Park Lane State Industrial Access Road</b>	Construction of a new access road (Meadow Park Lane) that tie into the existing Riverport Road and S. Wilcox Road, approximately 2.34 miles.		Contract amendment #1 to insert construction funds has been fully executed.
\$17,610,480.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	Work to begin the week of 10/31/22.
\$15,500,000.00	Tom Hensley	<b>Wastewater Storage Facility</b>	Storage facility required to equalize flows into the plant during heavy rain events, thereby decreasing overflows. Tank will be located alongside the plant.	5/31/2023	60% drawings/specifications to City for review mid-December
\$13,500,000.00	Ryan McReynolds	<b>SR 347 (Rock Springs Road) [State &amp; MTPO funded]</b>	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT expects to have a Public Hearing Spring 2023.
\$6,400,000.00	Niki Ensor	<b>WTP High Service Improvements</b>	Improvements to WTP high service pump station to improve reliability and redundancy. Improvements include addition of 4th high service pump, new electrical building, and ancillary work (pipe connections, valves and flow metering).	7/1/2024	Working on EDA grant documentation
\$4,000,000.00	Michael Thompson	<b>Brickyard Park Bicycle-Pedestrian Bridge</b>	Bicycle-Pedestrian bridge over the CSX Railroad at Centennial Park connecting downtown Kingsport to the Brickyard Park Development. Design funded 80% Fed./ 20% Local via STB Grant and Construction is funded 75% Fed./ 25% Local via TA Grant.	12/31/2024	TDOT has awarded the City of Kingsport additional grant funding in the amount of \$775,000 for the pedestrian bridge. This brings the total Transportation Alternatives Program grant funding to \$2,625,000.
\$3,500,000.00	Michael Thompson	<b>Island Road Improvements from SR-126 to Kingsport City Limits</b>	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig received comments back from TDOT on 11/17/2022 regarding clarification on some design guidelines. They are moving forward with finishing design based on feedback.
\$3,000,000.00	Chad Austin	<b>FY23 Sewer Collection System Upgrades</b>	Upgrade of sewer collection system to include internal lining of trunkline along Garden Dr and several areas throughout the system.	12/29/2023	Project currently under design with Engineering Division
\$3,000,000.00	Chad Austin	<b>Sullivan County ARP Water Upgrades</b>	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 approved by County Commission. Interlocal agreement and budget ordinance on 11/1 BMA agenda.



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\$2,500,000.00	Michael Thompson	<b>2021 Main Road Paving (MTPO Funded)</b>	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	11/1/2023	Still working through TDOT right-of-way process requirements.
\$2,300,000.00	Chad Austin	<b>FY23 Water Meter Installation</b>	Installation of 10,000 AMI water meters. After this project we will have 27,000 of 37,000 meters upgraded to full AMI (remote read meters).	6/30/2023	Envocore/RTS Water Solution was low bidder at \$46.06 per meter. Purchasing working with bidder to finalize contract.
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2022	Architect is working on plans and having discussions with staff.
\$2,000,000.00	Tom Hensley	<b>Pendragon Sewer Lift Station Upgrade</b>	Upgrade of the Pendragon Sewer Lift Station. Lift station was built in the 1950s and has reached the end of its useful life.	12/31/2023	Lift Station currently in preliminary design and data collection phase.
\$1,311,841.00	Niki Ensor	<b>SLS Rehab and Replacement</b>	Rehabilitation of SLS # 108 (Oak Glen Drive). Replacement of SLS #307 (Cooks Valley) and #308 (Lakeside Drive).	3/31/2023	Contractor working at Oak Glen Pump Station
\$1,300,000.00	Niki Ensor	<b>Water Intake Screen Replacement</b>	Replacement of the traveling water screens at the WTP intake. The three traveling water screens prevent debris from river from entering the raw water tunnel. Number of screens replaced will depend on bids and available funding.	12/31/2023	Working on ARC grant environmental review
\$1,228,491.00	Chad Austin	<b>ETSU @ Valleybrook Farm sewer extension</b>	Approximately 5,000 ft extension of sewer to Valleybrook Farm facility owned by ETSU. Project is funded through grant from Appalachian Regional Commission and Washington County.	3/31/2023	Contract to BMA for approval on 11/15
\$1,200,000.00	Chad Austin	<b>Washington Co Water Task Force - waterline extension</b>	Washington County is funding waterline extensions throughout their county. This project will provide upgraded or new service to residents along Double Springs Rd, Deakins Rd, and Hunt Rd, all in the Fall Branch area.	8/31/2023	Interlocal agreement on 11/1 BMA agenda.
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	TDOT sent back preliminary design comments on 11/23/22. Barge will be working to address the comments.
\$952,601.98	Kitty Frazier	<b>Riverbend Park - Phase 1</b>		3/31/2023	The stabilized stone surface is currently being installed on the walking trail.
\$912,400.00	Michael Borders	<b>MeadowView Roof Replacement</b>	Partial Re-Roofing of the MeadowView Conference Resort & Convention Center	12/31/2022	Infrared analysis has been completed. Cranes are on site and demolition and reroofing is beginning.
\$393,285.00	Tom Hensley	<b>WWTP Digester Cleaning</b>	Two Wastewater plant 75' digesters were last cleaned in 2004. Grit and solids have built up in these two tanks and causing problems pumping sludge from tanks to the dewatering centrifuges.	12/30/2022	Merrell Bros. provided update, projected start date early December 2022.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	6/30/2024	Scheduled for construction in FY24
\$300,000.00	Chad Austin	<b>Reservoir Road Culvert Replacement</b>	Replacement of deteriorating 42" CMP culvert under Revervoir Road.	4/30/2023	GRC was low bidder. Purchasing working on contract approval.
	Borders, Michael	<b>Collar Replacement</b>	Collar replacement for all 18 holes at Cattails at Meadowview	6/30/2023	Bid has been accepted, and we are currently working through the contract process.
	Chad Austin	<b>Stormwater Master Plan</b>	Develop overall Stormwater Program Master Plan to determine where we should be focusing our stormwater efforts to make the most impact	9/1/2025	Developing RFQ to bring in consultant using ARP funding
	Chris Campbell	<b>KATS Maintenance Facility Phase 2</b>	Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded)		Concrete being placed on mezzanine and mezzanine steps. Steel installation continues.
	Kitty Frazier	<b>Bike Park at Brickyard</b>	New Bike Park in the vicinity of the new Skate Park.		Staff are making recommendations to the bid submittals.
	Kristie Leonard	<b>Farmer's Market Upgrades</b>	Cosmetic and ventilation updates to the Farmer's Market Building		Design plans are currently being created by engineers.
	Megan Krager	<b>Bays Mountain Park Nature Center Balcony</b>	Renovation and Repairs of the Nature Center Balcony at Bays Mountain Park	12/16/2022	Wall framing being constructed
	Michael Borders	<b>Bays Mountain Park Amphitheater</b>	Construction of new amphitheater at Bays Mountain		Project went out for bid on December 4, and will be opened on December 21.
	Michael Borders	<b>Bays Mountain Park Nature Center Renovations- Phase 1</b>	Renovations to the Nature Center at BMP.		Park staff are working on interior material selections and construction documents are being developed.
	Tom Hensley	<b>WWTP Motor Control Center 6 Upgrade</b>	Upgrade of Motor Control Center 6 at the Wastewater Treatment Plant	9/1/2023	30% design documents received from consultant



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### **BOARD OF MAYOR AND ALDERMEN**

### **BUSINESS MEETING**

**Tuesday, December 6, 2022, 7:00 p.m.  
City Hall, 415 Broad St., Boardroom, 3<sup>rd</sup> Floor**

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

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
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#### **City Administration**

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

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

#### **II.B. INVOCATION – Pastor Paul Wright, Kingsport First Assembly of God Church**

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

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

1. Recognition of Dobyns-Bennett High School Band - 2022 Class AAA National Champions (Band Director Lafe Cook; Drum Majors: Ella Halliburton, Ryan True and Kaden Powers; Color Guard Captain Skylar Carter) (Mayor Shull)



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

1. Appointment to the Emergency Communications District / E-911 Board (AF: 358-2022) (Mayor Shull)
  - Appointment

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

1. Work Session – November 14, 2022
2. Business Meeting – November 15, 2022

#### **VI. COMMUNITY INTEREST ITEMS**

##### **A. PUBLIC HEARINGS**

1. Amend Zoning of 847 Mitchell Road from the A-1, Agricultural District, to the B-3, Highway Oriented Business District (AF: 352-2022) (Ken Weems)
  - Public Hearing
  - Ordinance – First Reading
2. Amend Zoning of Tax Map 120, a Portion of Parcel 003.00 from the P-1, Professional Offices District and M-1R, Light Manufacturing Restricted District to the R-3, Low Density Apartment District (AF: 353-2022) (Ken Weems)
  - Public Hearing
  - Ordinance – First Reading

#### **COMMENT**

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

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

1. Accept a Private Monetary Donation for the Police K-9 Program and Appropriate the Funds (AF: 351-2022) (Dale Phipps)
  - Resolution
  - Ordinance – First Reading
2. Budget Ordinance and Agreement with TDOT for Resurfacing of Various Roadways Authorizing the Mayor to Sign all Applicable Documents (AF: 367-2022) (Ryan McReynolds)
  - Resolution
  - Ordinance – First Reading
3. Acceptance of a Donation from Kingsport Eagles Auxiliary 3141 and Appropriate the Funds (AF: 363-2022) (Terry Arnold)
  - Resolution
  - Ordinance – First Reading

4. Consideration of a Budget Adjustment Ordinance for Various Funds in FY23 (AF: 365-2022) (Chris McCartt)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Apply for and Receive a Grant from the First Tennessee Development District (AF: 339-2022) (Tyra Copas)
  - Ordinance – Second Reading & Final Adoption
2. Budget Adjustment Ordinance for the General Projects-Special Revenue Fund in FY 23 (AF: 347-2022) (Terry Arnold)
  - Ordinance – Second Reading & Final Adoption

**D. OTHER BUSINESS**

1. Consideration of a Resolution Changing Certain Meeting Dates for Work Sessions and Business Meetings of the Board of Mayor and Aldermen (AF: 350-2022) (Chris McCartt)
  - Resolution
2. Consideration of a Resolution Awarding the Bid for the Construction of the Kingsport Pump Track (AF: 364-2022) (Michael Borders, Kityy Frazier)
  - 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. Ratify Mayor's Signature on NPDES Permit for Municipal Separate Storm Sewer Systems (MS4) Notice of Intent (AF: 359-2022) (Ryan McReynolds)
  - Resolution
2. Submittal of the Qualifying Local Program (QLP) for Construction Site Stormwater Runoff to the Tennessee Department of Environment and Conservation (AF: 360-2022) (Ryan McReynolds)
  - Resolution
3. Apply for and Receive an Annual Partnership Support Grant from the Tennessee Arts Commission (AF: 357-2022) (Michael Borders)
  - Resolution
4. Execute an Agreement Between the Friends of Allandale and the City of Kingsport for the Use of CivicRec (AF: 361-2022) (Michael Borders)
  - Resolution



5. Execute an Agreement Between the Downtown Kingsport Association and the City of Kingsport for Downtown Holiday Displays (AF: 362-2022) (Michael Borders)
  - Resolution
6. Consideration of Resolution to Sign Memorandum of Understanding with Tennessee Task Force 1 (AF: 356-2022) (Jason Bellamy)
  - Resolution
7. Approve an In-kind Donation to Exotic Pet Wonderland in Knoxville, TN (AF: 354-2022) (Michael Borders)
  - Resolution
8. A Resolution to Transfer Midland Center to the Industrial Development Board of the City of Kingsport (AF: 317-2022) (Chris McCartt)
  - Resolution
9. Awarding the RFP for Temporary Employment Services (AF: 337-2022) (Tonya Fletcher)
  - Resolution
10. Consideration of Formal Acceptance of Deeds and Deeds of Easement (AF: 366-2022) (Bart Rowlett)
  - Resolution

#### **VIII. COMMUNICATIONS**

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

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

#### **IX. ADJOURN**



## AGENDA ACTION FORM

### Appointment to the Emergency Communications District / E-911 Board

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

Action Form No.: AF-358-2022  
 Work Session: December 5, 2022  
 First Reading: N/A

Final Adoption: December 6, 2022  
 Staff Work By: Mayor Shull  
 Presentation By: Mayor Shull

#### Recommendation:

Approve appointment.

#### Executive Summary:

It is recommended to appoint Mr. Keith J. Cunningham to fulfill an unexpired term on the Emergency Communications District / E-911 Board. If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates.

Terms are four years with no term limit. The board is comprised of nine members; Police Chief, Fire Chief and seven at-large members who are residents of the City of Kingsport.

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

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

#### Attachments:

1. Letter of Recommendation

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

**EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT, TENNESSEE**  
**141 UNICOI STREET, KINGSPORT, TENNESSEE 37660**

November 18, 2022

Honorable Patrick W. Shull, Mayor  
CITY OF KINGSPORT, TENNESSEE  
City Hall  
225 West Center Street  
Kingsport, Tennessee 37660

Re: Appointment of Directors

Dear Mayor Shull:

At its November 17, 2022, regular meeting, the Directors of the Emergency Communications District of the City of Kingsport, Tennessee, observed the passing of Director John M. (Mike) McIntire, whose term expires on December 31, 2023. A number of persons were considered, including persons who had volunteered to serve on City Boards and Commissions; and, persons who had retired from City service. The Directors of the Emergency Communications District of the City of Kingsport, Tennessee, voted to propose that Kingsport resident Keith J. Cunningham, be considered for appointment as a Director to serve the remaining term of Director McIntire expiring December 31, 2023. Mr. Cunningham has actively participated in civic activities since moving to Kingsport and establishing a downtown restaurant. He would bring a valuable skill set to the Board of Directors of the District as a twenty (20) year veteran of the New York Police Department, retiring as Captain. His appointment would maintain the balance on the Board of Directors of Directors of those who provide a broad citizen-centric base of experience.

I very much appreciate your attention and consideration in this matter.

Best regards.

Sincerely,  
**EMERGENCY COMMUNICATIONS DISTRICT  
OF THE CITY OF KINGSPORT, TENNESSEE**

Kenneth Calvert, Chairman

JM:ks



Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, November 14, 2022, 4:30 PM  
City Hall, Boardroom, 415 Broad Street

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

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

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** by City Recorder/Treasurer Lisa Winkle.
3. **NEIGHBORHOOD COMMISSION UPDATE.** Alanna Leonberg gave a presentation on this item highlighting activities since the last board update. She mentioned repairs had been made to the Little Libraries and the books restocked and an increase in social media engagement. She further mentioned the Neighborhood Commission board should have all seats filled by January.

Mayor Shull commented on an article in the paper regarding the AEP rates. He provided details on the unique structure of Kingsport's utilities to clear up any confusion. Some discussion ensued.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, November 14, 2022**

**4. REVIEW OF AGENDA ITEMS ON THE NOVEMBER 15, 2022 REGULAR BUSINESS MEETING AGENDA.** City staff gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**VI.D.6 Execute Agreement with Greater Kingsport Alliance for Development for the Lynn Garden Corridor Study** (AF: 344-2022). The City Manager stated this was similar to the Center Street project but more detailed.

**V.D.7 Authorize the Mayor to Sign All Documents Necessary and Proper to Enter into an Agreement with Sync Space** (AF: 348-2022). Mr. McCartt pointed out this amount was half of what had been asked for. Sync Space will report back to the BMA later in the year to the BMA for further evaluation.

**5. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:40 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, November 15, 2022, 7:00 PM  
City Hall, 415 Broad Street, Boardroom

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

City Administration  
Chris McCartt, City Manager  
Bart Rowlett, City Attorney  
Lisa Winkle, Treasurer/City Recorder  
Angie Marshall, City Clerk/Deputy City Recorder

- I.      **CALL TO ORDER:** 7:00 p.m., by Mayor Patrick W. Shull.
- II.A.   **PLEDGE OF ALLEGIANCE TO THE FLAG:** New Vision Youth.
- II.B.   **INVOCATION:** Pastor Ed Clevinger, Grace Christian Church.
- III.A.   **ROLL CALL:** By City Recorder Winkle. Absent: Alderman Paul Montgomery.
- IV.A.   **RECOGNITIONS AND PRESENTATIONS.** None.

IV.B.   **APPOINTMENTS/REAPPOINTMENTS.**  
*(These items are considered under one motion.)*

1.      **Reappointment and Appointment to the Community Development Advisory Committee** (AF: 342-2022) (Mayor Shull).

Motion/Second: George/Olterman, to approve:  
REAPPOINTMENT OF DR. DOROTHY DOBSON AND APPOINTMENT OF REV. CHRIS HARPSTER TO SERVE A THREE-YEAR TERM ON THE **COMMUNITY DEVELOPMENT ADVISORY COMMITTEE** EFFECTIVE IMMEDIATELY AND EXPIRING ON NOVEMBER 30, 2025.  
Passed: All present voting “aye.”

2.      **Reappointments to the Beverage Board** (AF: 343-2022) (Mayor Shull).

Motion/Second: George/Olterman, to approve:  
REAPPOINTMENT OF MR. MIKE FORRESTER AND MR. JOHN MCKINLEY TO SERVE ANOTHER THREE-YEAR TERM ON THE **BEVERAGE BOARD** EFFECTIVE IMMEDIATELY AND EXPIRING ON DECEMBER 31, 2025.  
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, November 15, 2022**

**V. APPROVAL OF MINUTES.**

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

- A. November 1, 2022 Regular Work Session
- B. November 1, 2022 Regular Business Meeting

Approved: All present voting "aye."

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.** None.

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

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

**1. Apply for and Receive a Grant from the First Tennessee Development District** (AF: 339-2022) (Tyra Copas).

Motion/Second: Duncan/Olterman, to pass:

**Resolution No. 2023-107**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE THE AMERICAN APPRENTICESHIP INITIATIVE PROGRAM GRANT FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT

Passed: All present voting "aye."

Motion/Second: George/Phillips, to pass:

AN ORDINANCE TO AMEND THE GENERAL 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. Budget Adjustment for the General Projects-Special Revenue Fund in FY23** (AF: 347-2022) (Terry Arnold).

Motion/Second: George/Olterman, to pass:

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

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



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 15, 2022**

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

**1. Authorize an Interlocal Agreement with Sullivan County, Tennessee, to Upgrade Waterlines in Various Locations (AF: 326-2022) (Ryan McReynolds).**

Motion/Second: Duncan/George, to pass:

**ORDINANCE NO. 7057**, AN ORDINANCE TO AMEND THE WATER PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Budget Adjustment for Various Funds in FY23 (AF: 331-2022) (Chris McCartt).**

Motion/Second: George/Cooper, to pass:

**ORDINANCE NO. 7058**, AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**D. OTHER BUSINESS.**

**1. Bid Award for Two (2) 2023 Autocar ASL Refuse Utilizing Sourcewell Cooperative Purchasing Agreement (AF: 338-2022) (Ryan McReynolds, Steve Leonard).**

Motion/Second: George/Duncan, to pass:

**Resolution No. 2023-108**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO MUNICIPAL EQUIPMENT, INC. UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 091219-NWY FOR TWO 2023 AUTOCAR ASL GARBAGE TRUCKS

Passed: All present voting “aye.”

**2. Approve an Amendment to the Preston Construction Agreement (AF: 345-2022) (David Frye).**

Motion/Second: Cooper/Phillips, to pass:

**Resolution No. 2023-109**, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH PRESTON CONSTRUCTION COMPANY FOR THE TRIBE ATHLETIC COMPLEX PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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, November 15, 2022**

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

Motion/Second: Duncan/Olterman, to pass:

**Resolution No. 2023-110**, A RESOLUTION AWARDDING THE BID FOR THE SANITARY SEWER EXTENSION-EAST TENNESSEE STATE UNIVERSITY'S VALLEYBROOK CAMPUS PROJECT TO THOMAS CONSTRUCTION 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."

**4. Authorize Reimbursement of Materials Agreement Funds to Carla Karst Related to the Cox Valley Development (AF: 341-2022) (Ryan McReynolds).**

Motion/Second: George/Olterman, to pass:

**Resolution No. 2023-111**, A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO CARLA KARST FOR THE COX VALLEY DEVELOPMENT

Passed: All present voting "aye" except Cooper "abstaining."

**5. Authorize Reimbursement of Materials Agreement Funds to the Edinburgh Group, LLC Related to the Evarts Valley Development (AF: 340-2022) (Ryan McReynolds).**

Motion/Second: Duncan/Phillips, to pass:

**Resolution No. 2023-112**, A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO THE EDINBURGH GROUP, LLC FOR THE EVARTS VALLEY DEVELOPMENT

Passed: All present voting "aye" except Cooper "abstaining."

**6. Execute Agreement with Greater Kingsport Alliance for Development for the Lynn Garden Corridor Study (AF: 344-2022) (Chris McCartt).**

Motion/Second: George/Phillips, to pass:

**Resolution No. 2023-113**, A RESOLUTION APPROVING AN AGREEMENT WITH THE GREATER KINGSFORT ALLIANCE FOR DEVELOPMENT, INC. FOR THE LYNN GARDEN CORRIDOR STUDY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**7. Authorize the Mayor to Sign All Documents Necessary and Proper to Enter into an Agreement with Sync Space (AF: 348-2022) (Chris McCartt).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 15, 2022**

Motion/Second: Phillips/Olterman, to pass:

**Resolution No. 2023-114**, A RESOLUTION APPROVING AN AGREEMENT WITH SYNC SPACE ENTREPRENEUR CENTER AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

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

Motion/Second: George/Phillips, to adopt:

**1. Approve MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement Amendment (AF: 349-2022) (Tyra Copas).**

**Resolution No. 2023-115**, A RESOLUTION APPROVING THE MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN ADOPTION AGREEMENT AMENDMENT AND AUTHORIZING THE PLAN COORDINATOR TO EXECUTE THE ADOPTION AGREEMENT VIA THE ELECTRONIC PROCESS SET FORTH BY MISSIONSQUARE

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

**2. Extend Lease Agreement with Eastman Chemical Company (AF: 346-2022) (Ryan McReynolds).**

**Resolution No. 2023-116**, A RESOLUTION APPROVING AN AMENDMENT TO THE LEASE AGREEMENT WITH EASTMAN CHEMICAL COMPANY FOR PROPERTY LOCATED AT 1700 NORTH JOHN B. DENNIS HIGHWAY AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

**3. Authorize the Mayor to Sign a Property Damage Release for Cannon Cochran Management Services, Inc. (CCMSI) and Its Insured Republic Services, Allied Waste and BFI Waste Services, LLC (AF: 336-2022) (Bart Rowlett).**

**Resolution No. 2023-117**, A RESOLUTION APPROVING A PROPERTY DAMAGE RELEASE WITH CANNON COCHRAN MANAGEMENT SERVICES, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 15, 2022**

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. McCartt wished everyone a Happy Thanksgiving. He expressed his appreciation to the board for their support, noting it was an honor to serve the citizens of Kingsport.

**B. MAYOR AND BOARD MEMBERS.** Alderman Phillips wished everyone a Happy Thanksgiving pointing out that only means Christmas is coming. He remarked the Homebuilders Christmas party was December 1 at Meadowview. Alderman Olterman stated the DB Indians were cranking up their season and asked citizens to attend games when possible. Alderman Duncan noted Small Business Weekend was coming up and to shop local. He recognized the DB Band for winning 6<sup>th</sup> in the nation and 1<sup>st</sup> in their category in Indianapolis. He also highlighted the upcoming Christmas productions at Lamplight Theatre. Finally, Mr. Duncan wished a Happy Thanksgiving to everyone. Alderman Cooper stated downtown was becoming festive with Christmas decorations as well as City Hall. She commented on the many events that were coming up, noting there will be snow somewhere every weekend as well as tours. She also encouraged citizens to support Lamplight as they will be performing at many of these events and have even cancelled two Christmas shows to support the Christmas tree lighting and parade. She pointed out this theatre rivaled Barter and was in our own downtown. Vice-Mayor George commented on the Santa Train next Saturday and commented on other Christmas events. She also mentioned the bobcats Cash and Carter were at Bays Mountain but were in quarantine until they became acclimated to their new home. Mayor Shull commented on a statement he had read over the weekend asking for more shopping and restaurants. He stated the City has an Economic Development Director that works hard to attract business but ultimately the private sector makes the decisions.

**C. VISITORS.** None.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 7:40 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor





## AGENDA ACTION FORM

### Amend Zoning of 847 Mitchell Road from the A-1, Agricultural 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-352-2022  
 Work Session: December 5, 2022  
 First Reading: December 6, 2022

Final Adoption: December 20, 2022  
 Staff Work By: Ken Weems  
 Presentation By: K. Weems

#### Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone 847 Mitchell Road from A-1, Agricultural District, to the B-3, Highway Oriented Business District.

#### Executive Summary:

This is an owner-requested rezoning of approximately 8.45 acres located at 847 Mitchell Road from the A-1 zone to the B-3 zone. The purpose of the rezoning is to relocate East Tennessee Cheer and Gymnastics from its current location along Wilcox Court. This item has not received any public comment. During their November 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 November 21, 2022.

#### Attachments:

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

Funding source appropriate and funds are available: *Jim*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *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 December 6, 2022 to consider the rezoning for 847 Mitchell Road located along Mitchell Road from the A-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 30, Tax Map 120, along the southern right-of-way of Mitchell Road; thence in an easterly direction, following the southern right-of-way of Mitchell Road, approximately 193 feet to a point, said point being the northeast corner of parcel 30 in common with the southern right-of-way border of Mitchell Road and the western right-of-way border of Interstate Highway 26; thence in a southerly direction, following the western right-of-way of Interstate Highway 26, approximately 1,300 feet to a point, said point being the southeastern corner of parcel 30 in common with the western right-of-way of Interstate Highway 26; thence in a northwesterly direction, approximately 537 feet to a point, said point being a western corner of parcel 30; thence in a northeasterly direction, approximately 510 feet to a point, said point being a western corner of parcel 30; thence in a northwesterly direction, approximately 89 feet to a point, said point being a western corner of parcel 30; thence in a northeasterly direction, approximately 570 feet to the point of BEGINNING, and being all of parcel 30, Tax Map 120, less parcel 31.

All interested persons are invited to attend this meeting and public hearing. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

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

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 11/21/2022

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG MITCHELL ROAD FROM THE A-1 DISTRICT TO THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT, IN THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Mitchell Road from the A-1, Agricultural District, to the B-3, Highway Oriented Business District in the 14<sup>th</sup> 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 30, Tax Map 120, along the southern right-of-way of Mitchell Road; thence in an easterly direction, following the southern right-of-way of Mitchell Road, approximately 193 feet to a point, said point being the northeast corner of parcel 30 in common with the southern right-of-way border of Mitchell Road and the western right-of-way border of Interstate Highway 26; thence in a southerly direction, following the western right-of-way of Interstate Highway 26, approximately 1,300 feet to a point, said point being the southeastern corner of parcel 30 in common with the western right-of-way of Interstate Highway 26; thence in a northwesterly direction, approximately 537 feet to a point, said point being a western corner of parcel 30; thence in a northeasterly direction, approximately 510 feet to a point, said point being a western corner of parcel 30; thence in a northwesterly direction, approximately 89 feet to a point, said point being a western corner of parcel 30; thence in a northeasterly direction, approximately 570 feet to the point of BEGINNING, and being all of parcel 30, Tax Map 120, less parcel 31.

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 \_\_\_\_\_



## Rezoning Report

## Kingsport Regional Planning Commission

File Number REZONE22-0315

## 847 Mitchell Road Rezoning

<b>Property Information</b>			
<b>Address</b>		847 Mitchell Road	
<b>Tax Map, Group, Parcel</b>		Map 120, Parcel 030.00	
<b>Civil District</b>		14	
<b>Overlay District</b>		Gateway	
<b>Land Use Designation</b>		Industrial	
<b>Acres</b>		8.45 +/-	
<b>Existing Use</b>		<b>Existing Zoning</b>	A-1
<b>Proposed Use</b>		<b>Proposed Zoning</b>	B-3
<b>Owner /Applicant Information</b>			
<b>Name:</b> Kathy McKinley <b>Address:</b> 1318 Fordtown Rd <b>City:</b> Jonesborough <b>State:</b> TN <b>Zip Code:</b> 37659 <b>Phone:</b> not provided		<b>Intent:</b> To rezone from A-1 (Agricultural District) to B-3 (Highway Oriented Business District) to accommodate use of the property for a new gymnastics center.	
<b>Planning Department Recommendation</b>			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The proposal is a suitable location for a gymnastics center. The subject property and surrounding parcels are identified as appropriate for industrial land use in the 2030 Future Land Use Plan, but more recent residential and commercial trends make it challenging to invite added industrial use to the area.</i></p> <p><b>Staff Field Notes and General Comments:</b></p> <p><i>The site contains an existing single family home, residential garage, and a barn.</i></p> <p><i>An old family cemetery, approximately ¼ acre in size, is located in the center of the rezoning site and is not being considered for rezoning. The cemetery is proposed to remain as-is.</i></p>			
<b>Planner:</b>	Ken Weems	<b>Date:</b>	November 9, 2022
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>November 17, 2022</b>
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

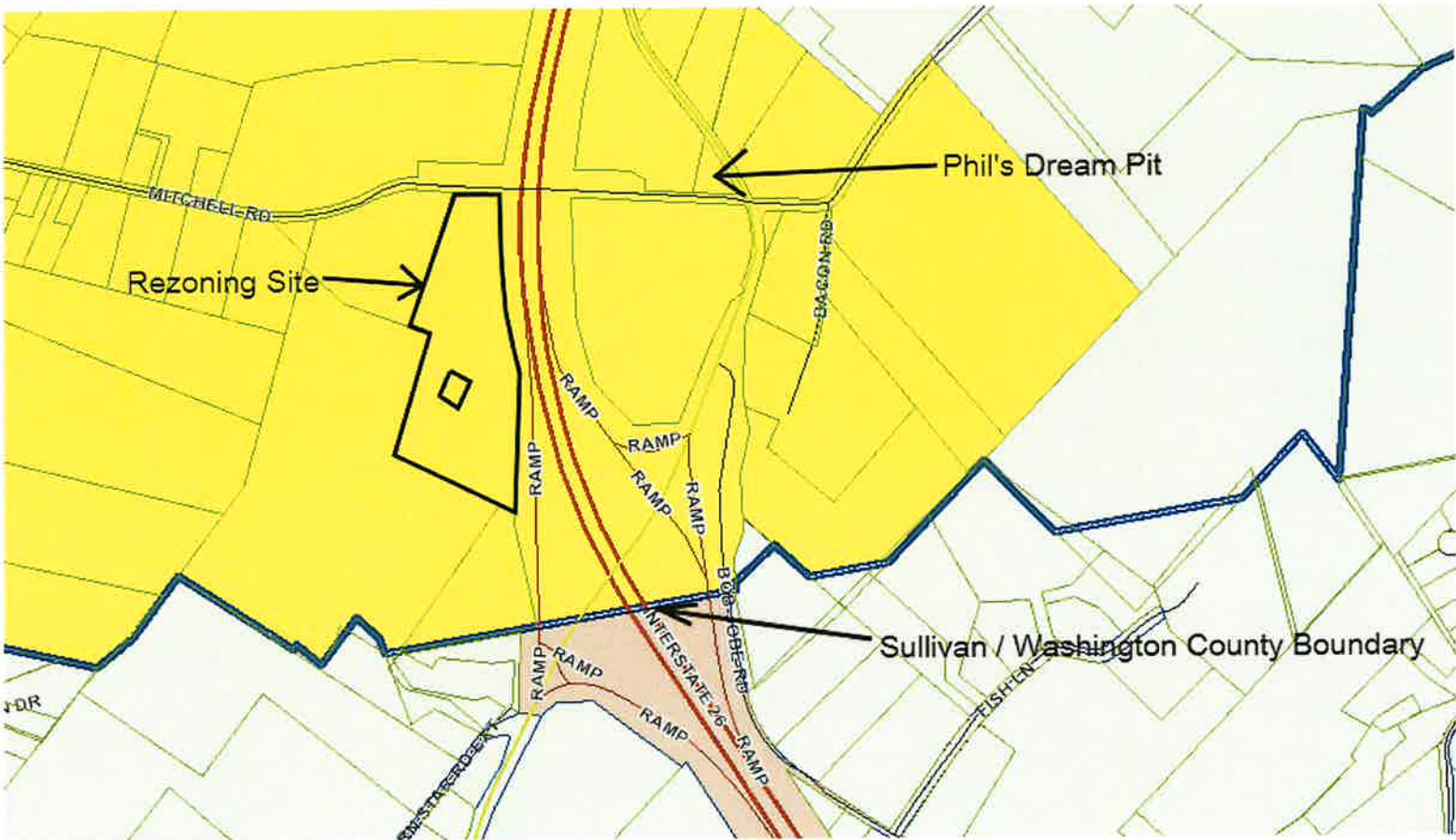
**PROPERTY INFORMATION**

<b>ADDRESS</b>	847 Mitchell Road
<b>DISTRICT</b>	14
<b>OVERLAY DISTRICT</b>	Gateway
<b>EXISTING ZONING</b>	A-1
<b>PROPOSED ZONING</b>	B-3
<b>ACRES</b>	8.45 +/-
<b>EXISTING USE</b>	single family and agricultural
<b>PROPOSED USE</b>	new gymnastics center

**INTENT**

*To rezone from A-1 (Agricultural District) to B-3 (Highway Oriented Business District) to accommodate use of the property for a new gymnastics center.*

Vicinity Map

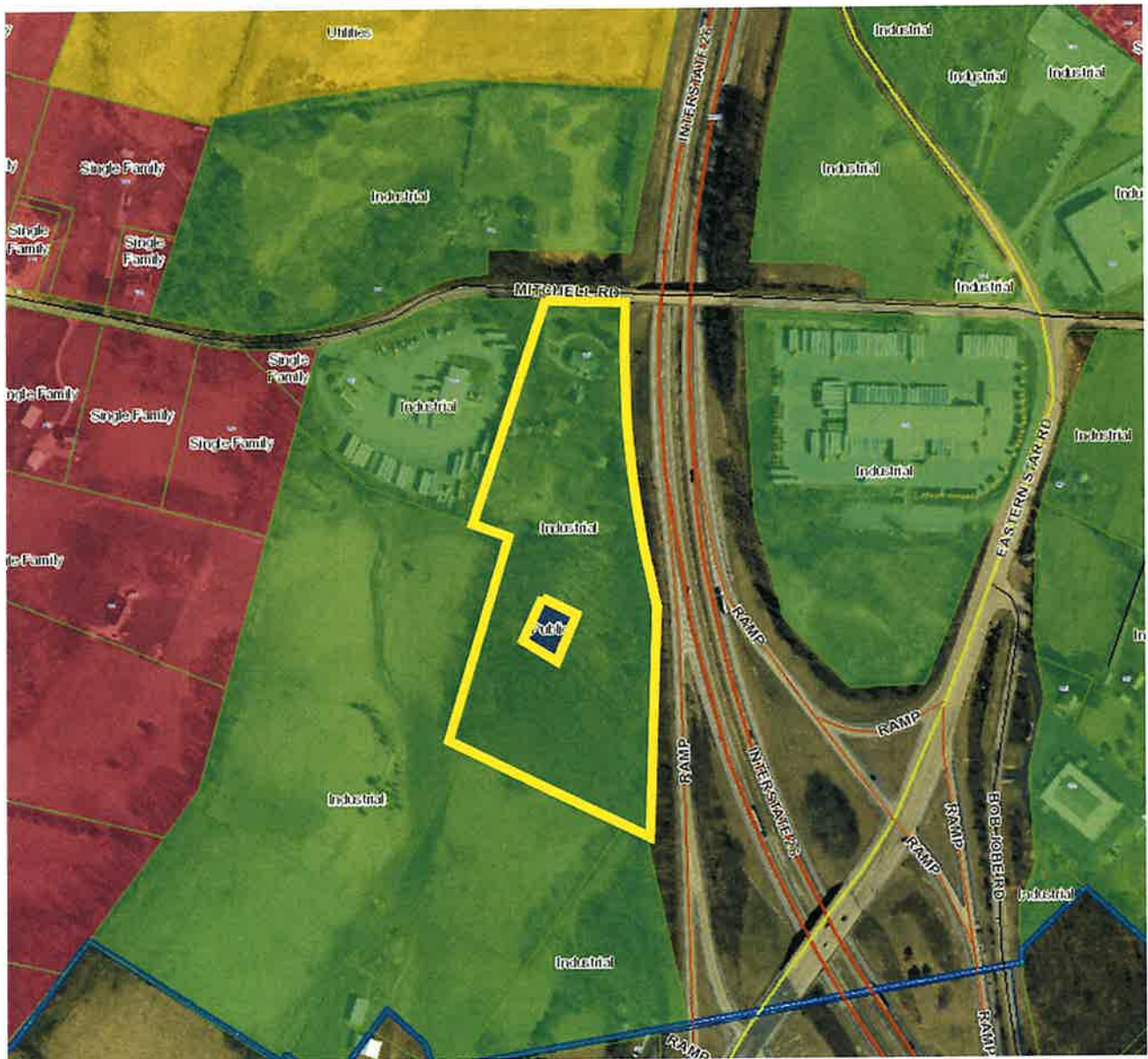


Surrounding Zoning Map





**Future Land Use Plan 2030  
Designation: Industrial**



Aerial





**DHS Logistics (West of Rezoning Site)**



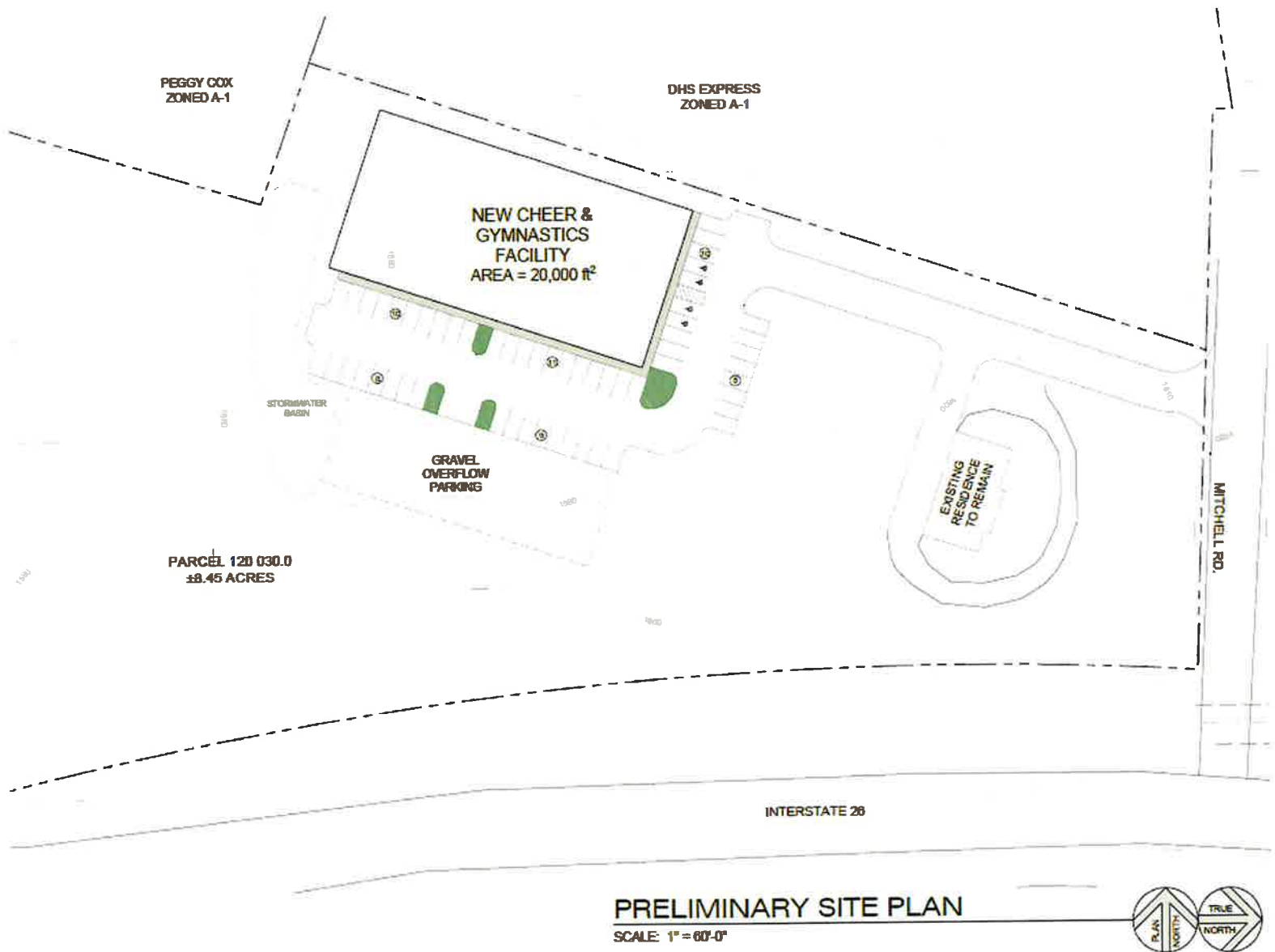
**Existing House on the Site**



**Rear Yard Area of the Rezoning Site**

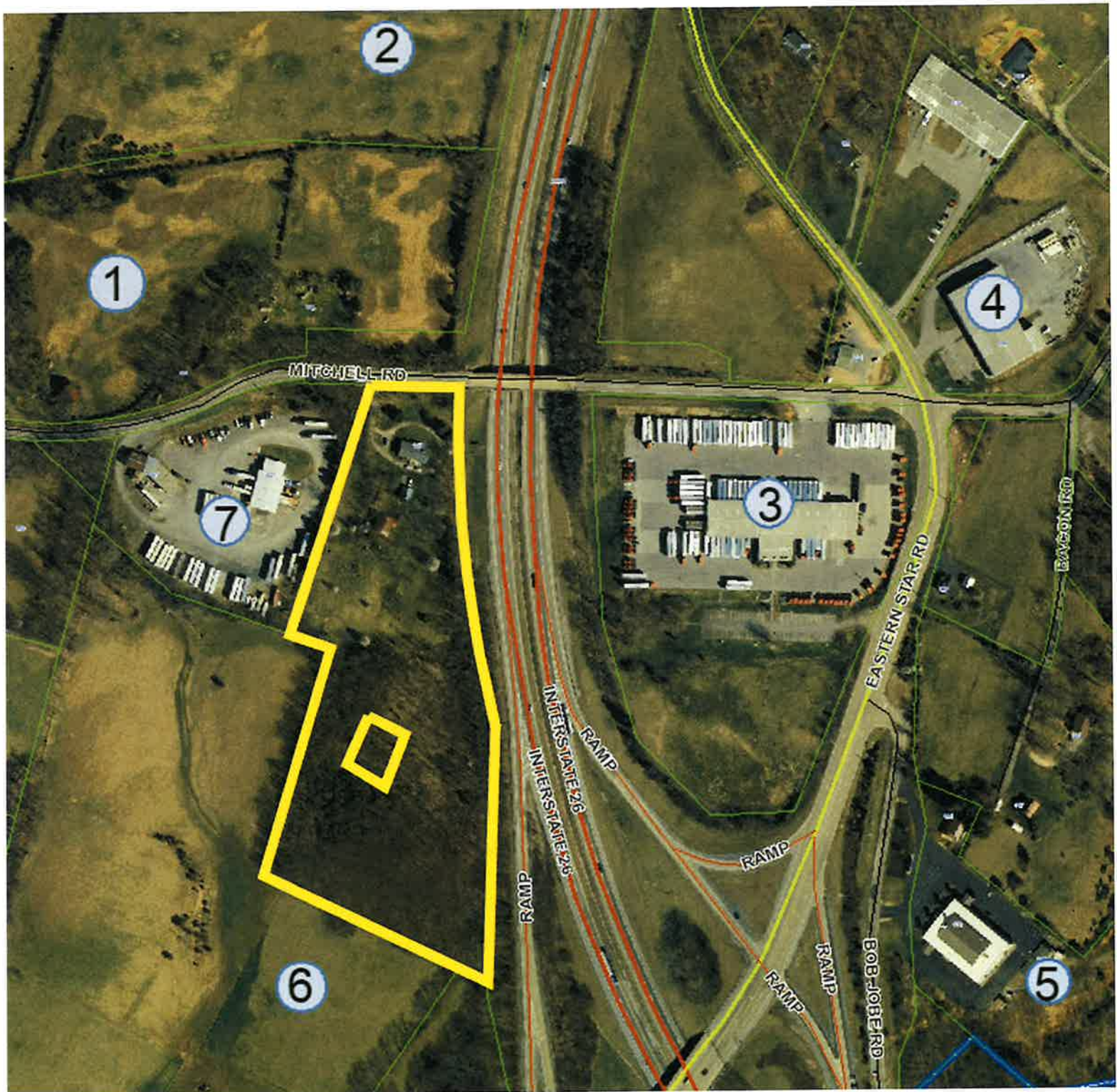


Preliminary Site Plan





Existing Uses Location Map



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City A-1</u> <u>Use: agricultural</u>	n/a
Further North and Northwest	2	<u>Zone: City M-1R</u> <u>Use: gas utility</u>	n/a
East	3	<u>Zone: City M-1</u> <u>Use: Averitt Express</u>	n/a
Further East	4	<u>Zone: City M-1R</u> <u>Use: Massey Electric</u>	n/a
Southeast and South	5	<u>Zone: City B-3</u> <u>Use: church</u>	n/a
Further South	6	<u>Zone: City A-1</u> <u>Use: agriculture</u>	n/a
West	7	<u>Zone: County A-1</u> <u>Use: DHS Logistics</u>	n/a

**Standards of Review**

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

- 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 be located between Interstate 26 and a logistics center.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No adverse uses are proposed.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic benefit as currently zoned. The proposed zone can also be considered a reasonable economic use for the site.
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposal does not conform as an industrial use that would conform with the

future land use plan. The proposal, in general, will offer a potentially less land use intensive use as compared to many industrial uses.

**Proposed use:** commercial

**The Future Land Use Plan Map recommends** industrial

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 support potential for commercial use on the property.
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 surrounding zoning. Agricultural zones were installed when the areas was annexed roughly a decade ago. The agricultural zone is used as a holding zone until areas develop.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed B-3 zone will abut next to the existing B-3 zone to the east of the rezoning site.

### CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from A-1 to B-3. The proposal level of land use intensity is similar or less than what would be experienced with an industrial use proposal.





## AGENDA ACTION FORM

### **Amend Zoning of Tax Map 120, a Portion of Parcel 003.00 from the P-1, Professional Offices District and M-1R, Light Manufacturing Restricted District to the R-3, Low Density Apartment District**

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

Action Form No.: AF-353-2022  
 Work Session: December 5, 2022  
 First Reading: December 6, 2022

Final Adoption: December 20, 2022  
 Staff Work By: Ken Weems  
 Presentation By: K. Weems

#### **Recommendation:**

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone Tax Map 120, a Portion of Parcel 003.00 from the P-1, Professional Offices District and M-1R, Light Manufacturing Restricted District to the R-3, Low Density Apartment District.

#### **Executive Summary:**

This is an owner-requested rezoning of approximately 5.84 acres located along Breckenridge Trace from the P-1 zone and the M-1R zone to the R-3 zone. The purpose of the rezoning is to facilitate construction of the future Miller Parke Phase III residential development, which is proposed to contain 28 multifamily units and 7 single family units. This item has not received any public comment. During their November 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 November 21, 2022.

#### **Attachments:**

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

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	—	—	—

## 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 December 6, 2022 to consider the rezoning for Tax Map 120, a portion of parcel 3 from the P-1 district and the M-1R district to the R-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:

### Tract 1 (P-1 zoned portion):

BEGINNING AT A POINT, SAID POINT BEING A CORNER TO LOT 12, INTERSTATE PARK SOUTH (PLAT BOOK 37, PAGE 6) AND LOCATED ON THE WESTERLY SIDELINE OF BRECKENRIDGE TRACE. THENCE ALONG SAID SIDELINE SOUTH 20° 14' 53" EAST A DISTANCE OF 136.54 FEET TO A POINT, SAID POINT BEING A PC FOR A CURVE TO THE RIGHT. THENCE ALONG SAID CURVE HAVING A RADIUS OF 960.00 FEET, AN ARC LENGTH 92.62 FEET AND A CHORD SOUTH 17° 29' 11" EAST, A DISTANCE OF 92.59 FEET TO A POINT, SAID POINT BEING THE PT OF SAID CURVE. THENCE SOUTH 14° 43' 39" EAST, A DISTANCE OF 149.28 FEET TO A POINT. THENCE LEAVING SAID SIDELINE AND THROUGH THE WILLIAM P. BAILEY, JR. PROPERTY (PLAT BOOK 52, PAGE 780) SOUTH 41° 43' 42" WEST, A DISTANCE OF 143.98 FEET TO A POINT; NORTH 14° 43' 39" WEST, A DISTANCE OF 25.76 FEET TO A POINT; SOUTH 75° 15' 44" WEST, A DISTANCE OF 48.40 FEET TO A POINT; SOUTH 40° 15' 36" WEST, A DISTANCE OF 143.86 FEET TO A POINT; SOUTH 59° 00' 20" WEST, A DISTANCE OF 311.41 FEET AND NORTH 40° 56' 04" WEST, A DISTANCE OF 297.40 FEET TO A POINT, SAID POINT BEING IN THE REAR LINE OF LOT 14, INTERSTATE PARK SOUTH. THENCE ALONG LOTS 14, 13 AND 12 INTERSTATE PARK SOUTH NORTH 49° 03' 56" EAST, A DISTANCE OF 778.99 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 5.506 ACRES, MORE OR LESS.

### Tract 2 (M-1R zoned portion):

TO LOCATE THE POINT OF BEGINNING COMMENCE AT A POINT, SAID POINT BEING A CORNER TO LOT 12, INTERSTATE PARK SOUTH (PLAT BOOK 37, PAGE 6) AND LOCATED ON THE WESTERLY SIDELINE OF BRECKENRIDGE TRACE. THENCE ALONG SAID SIDELINE SOUTH 20° 14' 53" EAST, A DISTANCE OF 136.54 FEET TO A POINT, SAID POINT BEING A PC FOR A CURVE TO THE RIGHT. THENCE ALONG SAID CURVE HAVING A RADIUS OF 960.00 FEET, AN ARC LENGTH 92.62 FEET AND A CHORD SOUTH 17° 29' 11" EAST, A DISTANCE OF 92.59 FEET TO A POINT, SAID POINT BEING THE PT OF SAID CURVE. THENCE SOUTH 14° 43' 39" EAST, A DISTANCE OF 312.00 FEET TO A POINT, SAID POINT BEING KNOWN AS THE POINT OF BEGINNING. THENCE LEAVING SAID SIDELINE AND THROUGH THE WILLIAM P. BAILEY, JR. PROPERTY (PLAT BOOK 52, PAGE 780) SOUTH 75° 16' 21" WEST, A DISTANCE OF 120.00 FEET TO A POINT; NORTH 14° 43' 39" WEST, A DISTANCE OF 83.16 FEET TO A POINT AND NORTH 41° 43' 42" EAST, A DISTANCE OF 143.98 FEET TO A POINT, SAID POINT LOCATED ON THE WESTERLY SIDELINE OF BRECKENRIDGE TRACE. THENCE ALONG SAID SIDELINE SOUTH 14° 43' 39" EAST, A DISTANCE OF 162.72 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.338 ACRES, MORE OR LESS.

All interested persons are invited to attend this meeting and public hearing. Additional



information concerning this proposal may be obtained by contacting the Kingsport Planning Division, telephone 423-229-9485.

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

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 11/21/2022

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BRECKENRIDGE TRACE FROM THE P-1 AND M-1R DISTRICTS TO THE R-3, LOW DENSITY APARTMENT DISTRICT IN THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Breckenridge Trace from the P-1, Professional Offices District and M-1R, Light Manufacturing Restricted District to the R-3, Low Density Apartment District in the 14<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1 (A portion of Parcel 003.00; P-1 Portion):

BEGINNING AT A POINT, SAID POINT BEING A CORNER TO LOT 12, INTERSTATE PARK SOUTH (PLAT BOOK 37, PAGE 6) AND LOCATED ON THE WESTERLY SIDELINE OF BRECKENRIDGE TRACE. THENCE ALONG SAID SIDELINE SOUTH 20° 14' 53" EAST A DISTANCE OF 136.54 FEET TO A POINT, SAID POINT BEING A PC FOR A CURVE TO THE RIGHT. THENCE ALONG SAID CURVE HAVING A RADIUS OF 960.00 FEET, AN ARC LENGTH 92.62 FEET AND A CHORD SOUTH 17° 29' 11" EAST, A DISTANCE OF 92.59 FEET TO A POINT, SAID POINT BEING THE PT OF SAID CURVE. THENCE SOUTH 14° 43' 39" EAST, A DISTANCE OF 149.28 FEET TO A POINT. THENCE LEAVING SAID SIDELINE AND THROUGH THE WILLIAM P. BAILEY, JR. PROPERTY (PLAT BOOK 52, PAGE 780) SOUTH 41° 43' 42" WEST, A DISTANCE OF 143.98 FEET TO A POINT; NORTH 14° 43' 39" WEST, A DISTANCE OF 25.76 FEET TO A POINT; SOUTH 75° 15' 44" WEST, A DISTANCE OF 48.40 FEET TO A POINT; SOUTH 40° 15' 36" WEST, A DISTANCE OF 143.86 FEET TO A POINT; SOUTH 59° 00' 20" WEST, A DISTANCE OF 311.41 FEET AND NORTH 40° 56' 04" WEST, A DISTANCE OF 297.40 FEET TO A POINT, SAID PONT BEING IN THE REAR LINE OF LOT 14, INTERSTATE PARK SOUTH. THENCE ALONG LOTS 14, 13 AND 12 INTERSTATE PARK SOUTH NORTH 49° 03' 56" EAST, A DISTANCE OF 778.99 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 5.506 ACRES, MORE OR LESS.

Tract 2 (a Portion of Parcel 003.00; M-1R Portion):



TO LOCATE THE POINT OF BEGINNING COMMENCE AT A POINT, SAID POINT BEING A CORNER TO LOT 12, INTERSTATE PARK SOUTH (PLAT BOOK 37, PAGE 6) AND LOCATED ON THE WESTERLY SIDELINE OF BRECKENRIDGE TRACE. THENCE ALONG SAID SIDELINE SOUTH 20° 14' 53" EAST, A DISTANCE OF 136.54 FEET TO A POINT, SAID POINT BEING A PC FOR A CURVE TO THE RIGHT. THENCE ALONG SAID CURVE HAVING A RADIUS OF 960.00 FEET, AN ARC LENGTH 92.62 FEET AND A CHORD SOUTH 17° 29' 11" EAST, A DISTANCE OF 92.59 FEET TO A POINT, SAID POINT BEING THE PT OF SAID CURVE. THENCE SOUTH 14° 43' 39" EAST, A DISTANCE OF 312.00 FEET TO A POINT, SAID POINT BEING KNOWN AS THE POINT OF BEGINNING. THENCE LEAVING SAID SIDELINE AND THROUGH THE WILLIAM P. BAILEY, JR. PROPERTY (PLAT BOOK 52, PAGE 780) SOUTH 75° 16' 21" WEST, A DISTANCE OF 120.00 FEET TO A POINT; NORTH 14° 43' 39" WEST, A DISTANCE OF 83.16. FEET TO A POINT AND NORTH 41° 43' 42" EAST, A DISTANCE OF 143.98 FEET TO A POINT, SAID POINT LOCATED ON THE WESTERLY SIDELINE OF BRECKENRIDGE TRACE. THENCE ALONG SAID SIDELINE SOUTH 14° 43' 39" EAST, A DISTANCE OF 162.72 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.338 ACRES, MORE OR LESS.

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.

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PATRICK W. SHULL  
Mayor

ATTEST:

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ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

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

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

**Rezoning Report**

**Kingsport Regional Planning Commission**

**File Number REZONE22-0289**

**Breckenridge West Rezoning**

<b>Property Information</b>	Property along Breckenridge Trace		
<b>Address</b>	n/a		
<b>Tax Map, Group, Parcel</b>	Map 120, a Portion of Parcel 003.00		
<b>Civil District</b>	14		
<b>Overlay District</b>	Gateway		
<b>Land Use Designation</b>	Industrial		
<b>Acres</b>	5.84 +/-		
<b>Existing Use</b>	Forest	<b>Existing Zoning</b>	P-1 and M-1R
<b>Proposed Use</b>	New single and multifamily residential	<b>Proposed Zoning</b>	R-3
<b>Owner /Applicant Information</b>			
<b>Name:</b> Miller Parke LLC/ William P. Bailey <b>Address:</b> 1314 Woodland Ave <b>City:</b> Johnson City <b>State:</b> TN <b>Zip Code:</b> 37601 <b>Phone:</b> not provided		<b>Intent:</b> <i>To rezone from P-1 (Professional Offices District) and M-1R (Light Manufacturing Restricted District) to the R-3 (Low Density Apartment District) for the purpose of new residential construction (both single and multifamily units).</i>	
<b>Planning Department Recommendation</b>			
<p>The Kingsport Planning Division recommends sending a <b>POSITIVE</b> recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p style="text-align: center;"><i>The proposal is a suitable location for new residential development. The proposal will be the third phase of the ongoing Miller Parke residential development.</i></p> <p><b>Staff Field Notes and General Comments:</b></p> <p style="text-align: center;"><i>The site is currently forested.</i></p>			
<b>Planner:</b>	Ken Weems	<b>Date:</b>	November 9, 2022
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>November 17, 2022</b>
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

**PROPERTY INFORMATION**

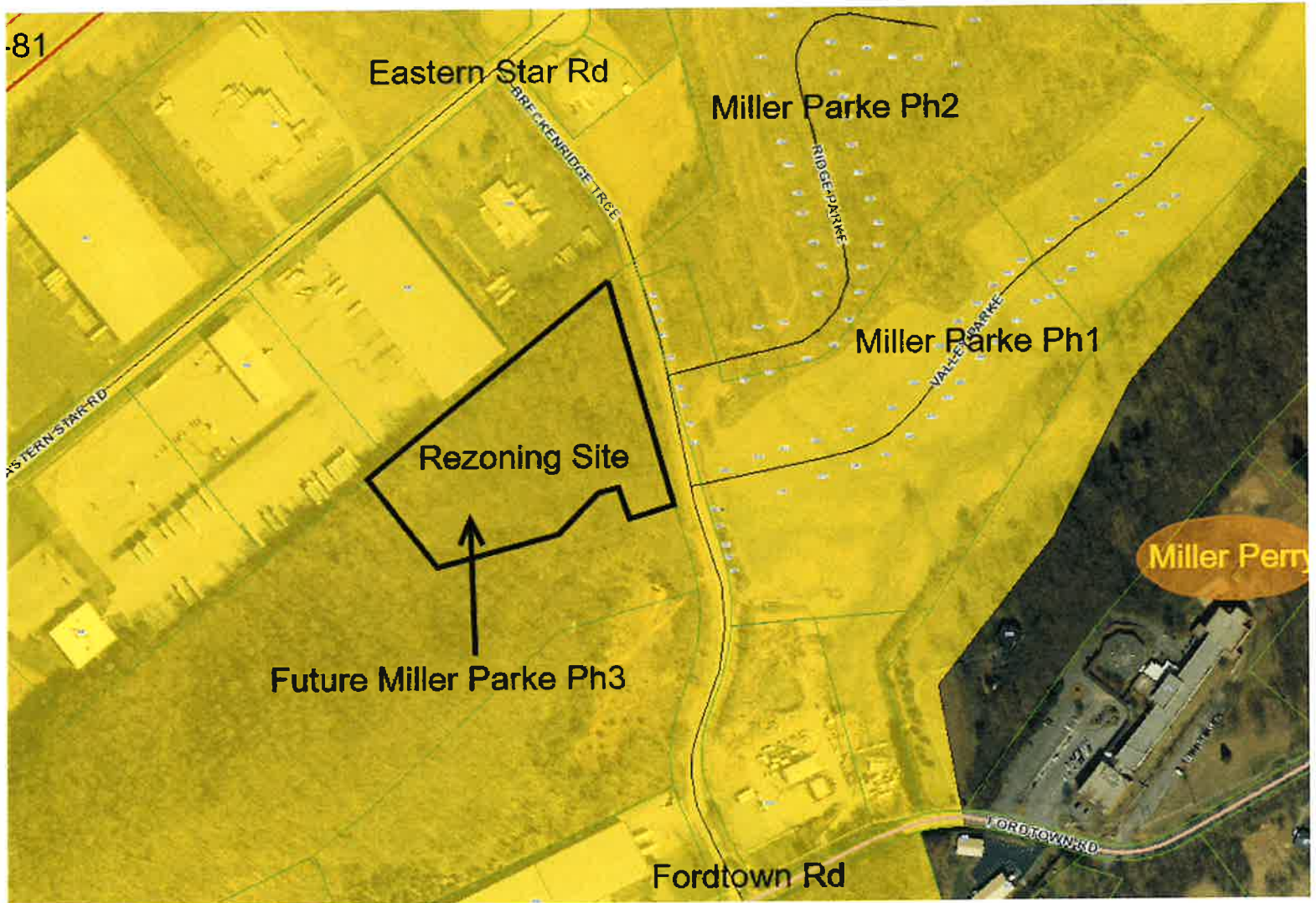
<b>ADDRESS</b>	Map 120, a Portion of Parcel 003.00
<b>DISTRICT</b>	14
<b>OVERLAY DISTRICT</b>	Gateway
<b>EXISTING ZONING</b>	P-1 and M-1R
<b>PROPOSED ZONING</b>	R-3
<b>ACRES</b>	5.84 +/-
<b>EXISTING USE</b>	forest
<b>PROPOSED USE</b>	new single and multifamily residential

**INTENT**

*To rezone from P-1 (Professional Offices District) and M-1R (Light Manufacturing Restricted District) to the R-3 (Low Density Apartment District) for the purpose of new residential construction (both single and multifamily units).*

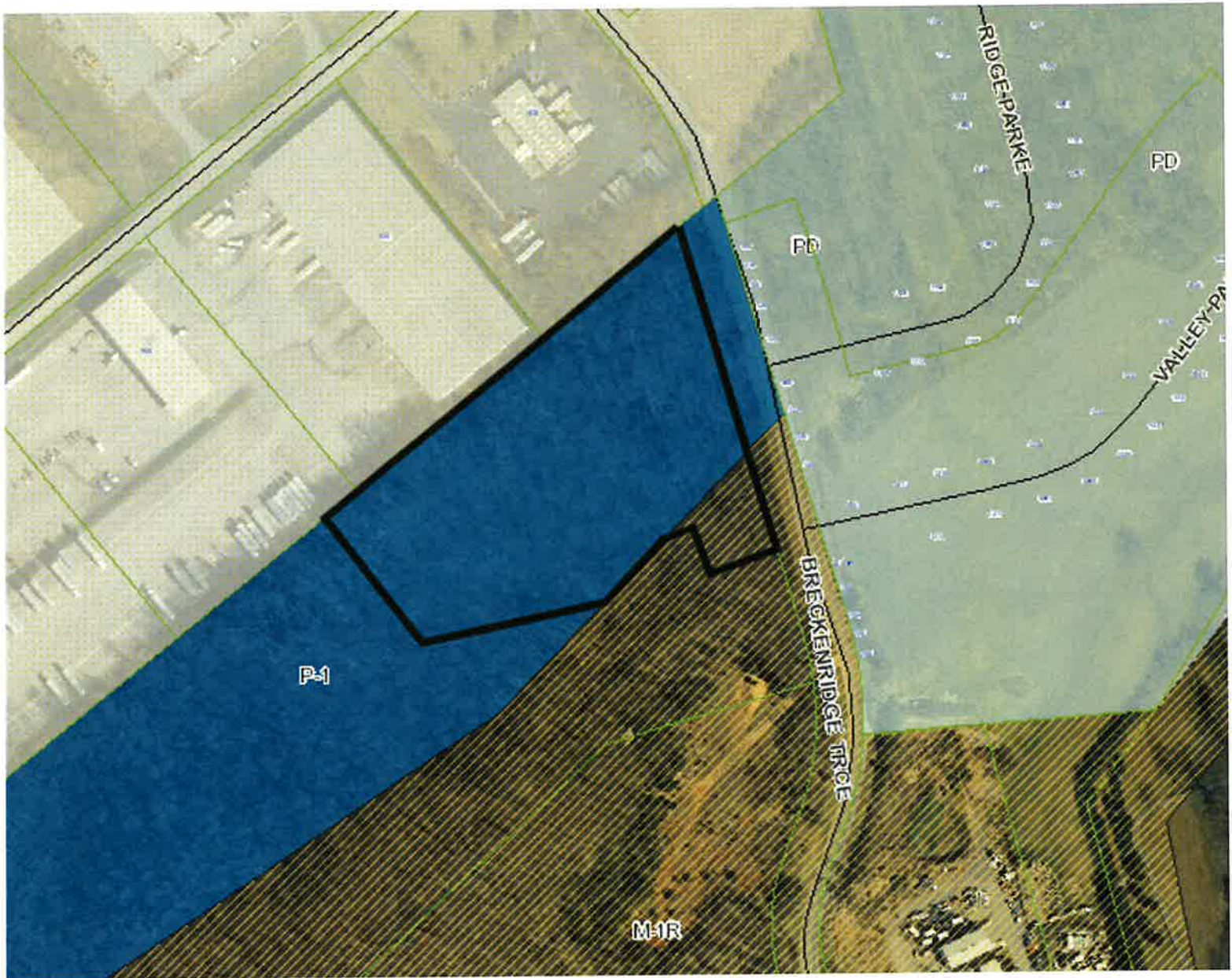


Vicinity Map





Surrounding Zoning Map





Future Land Use Plan 2030  
Designation: Industrial





Aerial





**Site as Viewed from Breckenridge Trace**



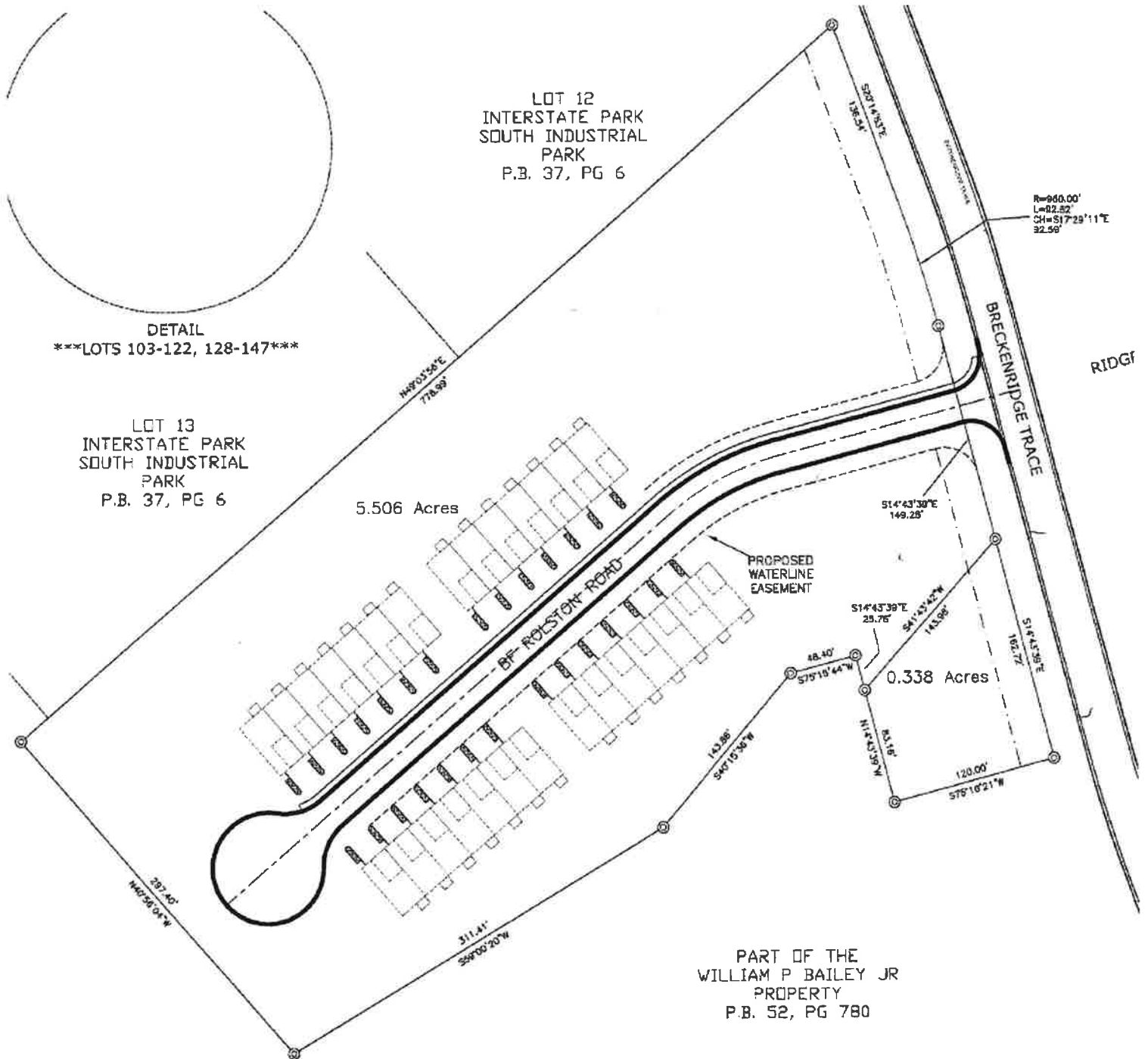
**Northern View (Toward Eastern Star Rd)  
Ph1 Homes Under Construction**



**Southern View (Toward Fordtown Rd)  
Ph1 Homes Under Construction**

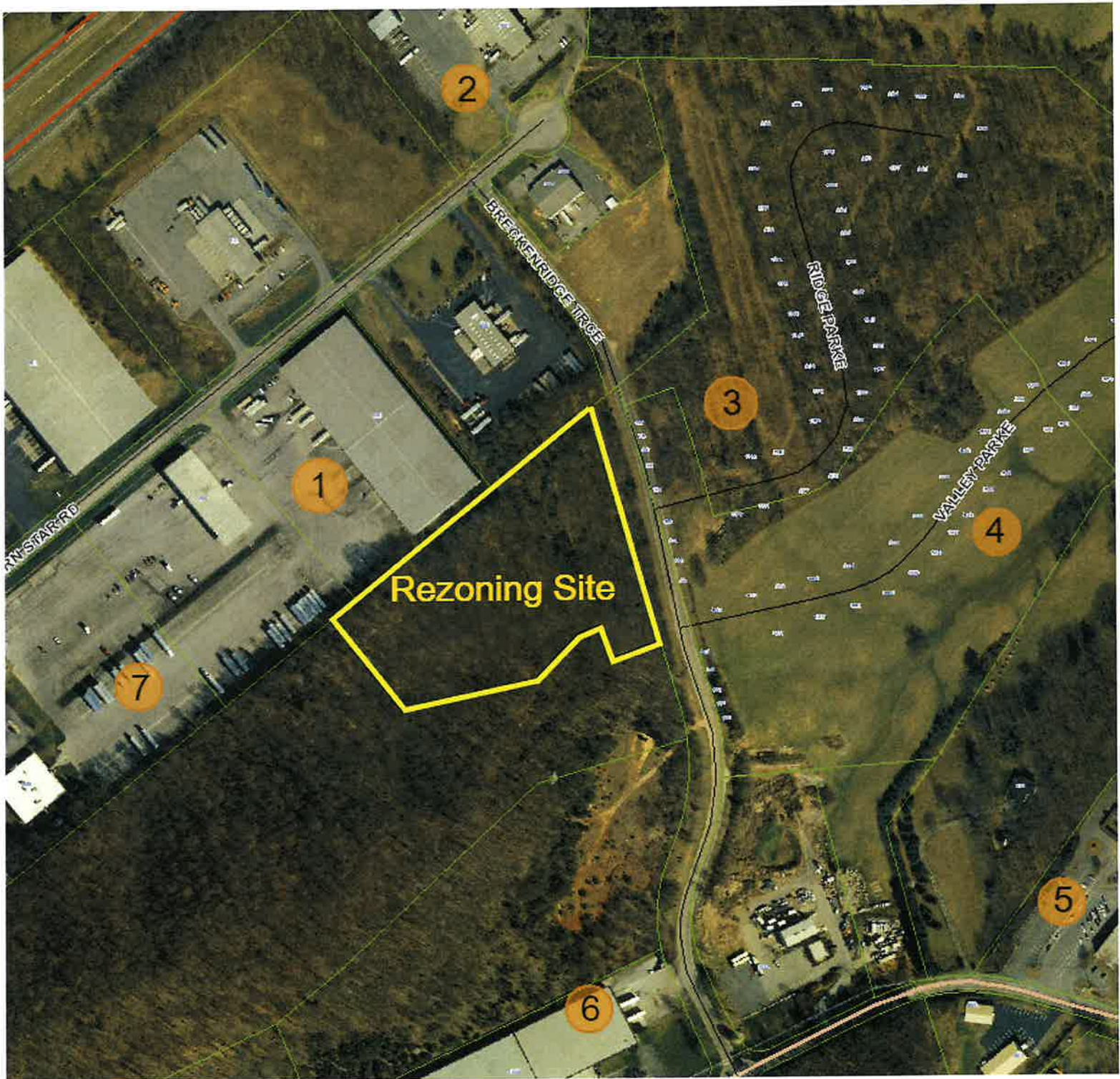


Site Plan (Future Preliminary Submittal)





Existing Uses Location Map





Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City MX</u> <u>Use: truck terminal</u>	n/a
Further North and Northwest	2	<u>Zone: City MX</u> <u>Use: distribution warehouse</u>	n/a
East	3	<u>Zone: City PD</u> <u>Use: Miller Parke Ph2</u>	Rezoned from R-1B to PD in 2022
Further East	4	<u>Zone: City PD</u> <u>Use: Miller Parke Ph1</u>	Rezoned from R-1B to PD in 2022
Southeast and South	5	<u>Zone: County R-1</u> <u>Use: Miller Perry Elementary</u>	n/a
Further South	6	<u>Zone: City M-1R</u> <u>Use: warehouse with sales</u>	n/a
West	7	<u>Zone: City MX</u> <u>Use: truck terminal</u>	n/a

**Standards of Review**

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

- Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal would permit a use that is suitable in relationship to the two other active and adjacent phases of the Miller Parke Residential Development.
- Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No adverse uses are proposed.
- Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The most reasonable economic use for the site residential. This is especially the case with the new single family neighborhoods located on the east side of Breckenridge Trace from the rezoning site.
- Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposal does not conform as an industrial use that would conform with the

future land use plan. The proposal, however, is much more in line with the adjacent residential use being constructed.

**Proposed use:** single and multifamily residential

**The Future Land Use Plan Map recommends industrial**

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 support the proposed residential use. The topography of the site lends itself most appropriate for residential use as well.
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 surrounding zoning. The adjacent residential use and zoning, as well as the topography of the site will be appropriate for residential use.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed R-3 zone will be an appropriate compliment to the adjacent PD zone residential uses.

### CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from P-1 and M-1R to R-3. The proposal level of land use intensity is similar or less than what would be experienced with an industrial use proposal.



## AGENDA ACTION FORM

### Accept a Private Monetary Donation for the Police K-9 Program and Appropriate the Funds

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

Action Form No.: AF-351-2022  
 Work Session: December 5, 2022  
 First Reading: December 6, 2022

Final Adoption: December 20, 2022  
 Staff Work By: Commander Chambers  
 Presentation By: Chief Phipps

#### Recommendation:

Approve the Resolution and Ordinance.

#### Executive Summary:

Kingsport citizen, Frederick Stewart Baggett, wishes to make a monetary contribution to the police department in the amount of \$3,000.00 (Three thousand dollars). The intended purpose of this contribution is to assist with the cost of maintaining the Kingsport Police Department's K-9 Unit. It is with this action that the police department respectfully requests the board to accept the contributions and place the funds into a project line to be utilized for the furtherance of the K-9 program. A project line has previously been established for this purpose, as Baggett has donated monies for the K-9 program in the past. The previously established project line is NC 1808 Account # 111-0000-364.10-00.

#### Attachments:

1. Resolution
2. Ordinance
3. Letter from Frederick S. Baggett

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	—	—	—

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

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

A RESOLUTION ACCEPTING A DONATION FOR THE  
KINGSPORT POLICE DEPARTMENT K-9 PROGRAM

WHEREAS, Frederick S. Baggett, a Kingsport citizen, would like to make a monetary donation in the amount of Three Thousand Dollars (\$3,000.00) to the Kingsport Police Department K-9 program; and

WHEREAS, the funds will go to support the care, maintenance, and training of the K-9 animals of the police department.

Now therefore,

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

SECTION I. That the monetary donation to the city from Frederick S. Baggett of Three Thousand Dollars (\$3,000.00) for use in the Kingsport Police Department K-9 program, is accepted.

SECTION II. That the board finds 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 6th day of December 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS 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 Stewart Baggett in the amount of \$3,000 for the K-9 program.

**Account Number/Description:**

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

**K-9 Donation (NC1808)**

**Revenues:**

111-0000-364.10-00 From Individuals

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
\$ 22,000	\$ 3,000	\$ 25,000
<b>22,000</b>	<b>3,000</b>	<b>25,000</b>

**Expenditures:**

111-0000-601.30-12 Food

111-0000-601.30-20 Operating Supplies & Tools

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
\$ 2,000	\$ 00	\$ 2,000
20,000	3,000	23,000
<b>22,000</b>	<b>3,000</b>	<b>25,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:

DEAR FRIENDS:

ENCLOSED IS OUR DONATION CHECK .

WE WOULD APPRECIATE AN ACKNOWLEDGEMENT FROM YOU FOR TAX PURPOSES.

BLESSINGS.

THANK YOU.

FREDERICK S. AND MADELYN S. BAGGETT

5729 CHESTNUT HILLS DRIVE

KINGSPORT, TN 37664-4538

FOR THE 12-9  
PROGRAM!





## AGENDA ACTION FORM

### Budget Ordinance and Agreement with TDOT for Resurfacing of Various Roadways Authorizing the Mayor to Sign all Applicable Documents

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

Action Form No.: AF-367-2022  
Work Session: December 5, 2022  
First Reading: December 6, 2022

Final Adoption: December 20, 2022  
Staff Work By: M. Thompson/T. Elsea  
Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Budget Ordinance and Resolution.

#### Executive Summary:

As part of our current paving initiatives, we have the opportunity to enter into an agreement with TDOT for resurfacing of various functionally classified roadways. This project consists of milling, resurfacing, base repairs, ADA improvements, striping, and signage. Roadways include North Eastman Road, from Lincoln Street to SR-1 (US-11W, East Stone Drive); Clinchfield Street, From SR-36 (West Center Street) to SR-1 (US-11W, East Stone Drive).

The estimated total cost for all phases of this project is \$1,750,000, which will be funded 80% through Metropolitan Transportation Planning Organization (MTPO) Surface Transportation Block Grant (STBG) funding source (Federal funds); and the local government is responsible for the 20% matching share (estimated amount of \$350,000).

Therefore, we request to enter into a Local Agency Project Agreement with TDOT for Resurfacing of North Eastman Road, From Lincoln Street to SR-1 (US-11W, East Stone Drive); Clinchfield Street, From SR-36 (West Center Street) to SR-1 (US-11W, East Stone Drive). It is also requested to transfer funds at this time from NC2300 Street Resurfacing to MP023A Resurf Eastman/Clinchfield in the amount of \$60,000 for NEPA and Design phases of the project. The remaining portion of the 20% match will come from future paving dollars.

Project Data: TDOT Agreement #: 220034; PIN: 132587.00; Federal Project #: STP-M-9108(53); State Project #: 82LPLM-F3-101.

#### Attachments:

1. Resolution
2. 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*

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

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

A RESOLUTION APPROVING A LOCAL AGENCY PROJECT AGREEMENT NUMBER 220034 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR RESURFACING OF VARIOUS ROADWAYS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into an agreement with the Tennessee Department of Transportation for the resurfacing of various functionally classified roadways; and

WHEREAS, this project consists of milling, resurfacing, base repairs, ADA improvements, striping, and signage, of roadways which include North Eastman Road from Lincoln Street to SR-1 (US-11W, East Stone Drive) and Clinchfield Street from SR-36 (West Center Street) to SR-1 (US-11W, East Stone Drive); and

WHEREAS, the estimated cost for this project is \$1,750,000.00 and the city is responsible for 20% matching funds (estimated amount of \$350,000.00)

WHEREAS, matching funds will come from future paving dollars but presently \$60,000 will be transferred from NC2300 Street Resurfacing to MPO23A Resf. Eastman/Clinchfield for NEPA and design work for the project.

Now therefore,

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

SECTION I. That a Local Agency Project Agreement with Tennessee Department of Transportation for the resurfacing of various functionally classified roadways, 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 Local Agency Project Agreement with Tennessee Department of Transportation for the resurfacing of various functionally classified roadways, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

Agreement Number:	220034
Project Identification Number:	132587.00
Federal Project Number:	STP-M-9108(53)
State Project Number:	82LPLM-F3-101

**State of Tennessee Department of Transportation  
LOCAL AGENCY PROJECT AGREEMENT**

HIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSFORT (hereinafter called the "Agency") for the purpose of providing an understanding

between the parties of their respective obligations related to the management of the project described as:

"North Eastman Road, From Lincoln Street to SR-1 (US-11W , East Stone Drive); Clinchfield Street, From SR-36 (West Center Street) to SR-1 (US-11W, East Stone Drive)"

**A. PURPOSE OF AGREEMENT**

**A.1 Purpose:**

a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

**A.2 Modifications and Additions:**

a) Exhibit(s) are attached hereto and by this reference made a part hereof.

**B. ACCOMPLISHMENT OF PROJECT**

**B.1 General Requirements:**

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	AGENCY	PROJECT
Preliminary Engineering by:	AGENCY	PROJECT
Right-of-way by:	AGENCY	AGENCY
Utility Coordination by:	AGENCY	AGENCY
Construction by:	AGENCY	PROJECT

a) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

b) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

**B.2 Completion Date:**

a) This Agreement shall be effective from the period beginning on the fully executed date, and ending five (5) years from the fully executed date. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by three (3) years from the fully executed date. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. If the Agency does not complete the herein described phases of the Project within the time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period.

**B.3 Environmental Regulations:**

a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

#### **B.4 Plans and Specifications**

a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.

b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.

1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.

c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

#### **B.5 Right-of-Way**

a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.

b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.

c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.

d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

#### **B.6 Approval of the Construction Phase**

a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.

b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.

d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.

e) The Agency understands that all contractors allowed to bid hereunder must be included on

the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

**B.7 Detours**

a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

**B.8 Utilities**

a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.

b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:

1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.

2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

**B.9. Railroad**

a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

**C. PAYMENT TERMS AND CONDITIONS**

**C.1 Total Cost:**

**In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

**C.2 Eligible Costs:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

**C.3 Limits on Federal and State Participation:**

a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.

c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

**C.4 Payment Methodology:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such

invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.

b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for underpayments on subsequent invoices.

c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

#### **C.5 The Department's Obligations:**

**In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.**

a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

#### **C.6 Final Invoices:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

#### **C.7 Offset:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department.

Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

#### **C.8 Travel Compensation**

a) If the Project provided for herein includes travel compensation, reimbursement to the Agency 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 subject to the Agreement Budget.

### **D. STANDARD TERMS AND CONDITIONS**

#### **D.1 Governing Law:**



a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

**D.2 General Compliance with Federal, State, and Local Law:**

a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.

b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

**D.3 State Law:**

a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

**D.4 Submission of the Proceedings, Agreements, and Other Documents:**

a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

**D.5 Appropriations of Funds:**

a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.6 Rights and Remedies Not Waived:**

a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

**D.7 Department and Agency Not Obligated to Third Parties:**

a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

**D.8 Independent Contractor:**

a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement 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.

b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

**D.9 Maintenance:**

a) Nothing contained herein shall be construed as changing the maintenance responsibility of

either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

**D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**In the event that the herein-described project is funded with federal funds, the following shall apply:**

**a) DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

**b) DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

**D.11 Tennessee Department of Transportation Debarment and Suspension:**

a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

**D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):**

**a) Instructions for Certification - Primary Covered Transactions:**

**By signing and submitting this Agreement, the Agency is providing the certification set out below.**

1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non- procurement List) which is compiled by the General Services Administration.

8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

**b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions:**

**The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:**

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;

2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**D.13 Equal Employment Opportunity:**

a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**D.14 Title VI – Civil Rights Act of 1964:**

a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**D.15 Americans with Disabilities Act of 1990 (ADA):**

a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

**D.16 Conflicts of Interest:**

a) The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.

b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:

1) "No 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 Agency in connection with any work contemplated or performed relative to this Agreement."

**D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):**

a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**D.18 Restrictions on Lobbying (applies to federal aid projects):**

The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

**D.19 Records:**

a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.

b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

**D.20 Inspection:**

a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.

b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

**D.21 Annual Report and Audit:**

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

**D.22 Termination for Convenience:**

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.23 Termination for Cause:**

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

**D.24 How Agreement is Affected by Provisions Being Held Invalid:**

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**D.25 Agreement Format:**

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**D.26 Certification Regarding Third Party Contracts:**

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior



disclosure of such proposed contract to the Department.

d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

**D.27 Amendment:**

a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

**D.28 State Liability:**

a) The Department shall have no liability except as specifically provided in this Agreement.

**D.29 Force Majeure:**

a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

**D.30 Required Approvals:**

a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

**D.31 Estimated Cost:**

a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc

b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

**D.32 Third Party Liability:**

a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

**D.33 Deposits:**

a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

**D.34 Department Activities:**

a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

**D.35 Congestion Mitigation and Air Quality Requirement:**

a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.

1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

**D.36 Investment of Public Funds:**

a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount	Open to Public and Vehicular Traffic
\$1.00 - \$200,000	5 Years
>\$200,000 - \$500,000	10 Years
>\$500,000 - \$1,000,000	20 Years

b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

**D.37 Federal Funding Accountability and Transparency Act:**

a) If the Project is funded with federal funds the following shall apply: The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.



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

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 6th day of December, 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 THE METROPOLITAN PLANNING ORGANIZATION (MPO) FUND AND THE GENERAL PROJECTS – SPECIAL REVENUE 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 Metropolitan Planning Organization (MPO) Fund budget be amended by transferring \$60,000 from the Street Resurfacing project (NC2300) and by appropriating TDOT grant funds in the amount of \$1,460,000 to the Resrf Eastman/Clinchfield project (MPO23A).

**Account Number/Description:**

**Fund 111: General Project-Special Rev Fund**

**Street Resurfacing (NC2300)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	927,518	0	927,518
111-0000-391.01-00 From General Fund	2,707,482	(60,000)	2,647,482
<b>Totals:</b>	<b>3,635,000</b>	<b>(60,000)</b>	<b>3,575,000</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-601.20-22 Construction Contracts	3,050,000	0	3,050,000
111-0000-601.20-23 Arch/Eng/Landscaping Serv	585,000	(60,000)	525,000
<b>Totals:</b>	<b>3,635,000</b>	<b>(60,000)</b>	<b>3,575,000</b>

**Fund 110: General Fund**

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-4804-481.70-35 To Gen Proj-Special Rev	6,328,530	(60,000)	6,268,530
110-4804-481.70-52 To MPO Fund	68,000	60,000	128,000
<b>Totals:</b>	<b>6,396,530</b>	<b>0</b>	<b>6,396,530</b>

**Fund 122: MPO Fund**

**Resrf Eastman/Clinchfield (MPO23A)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
122-0000-337.90-10 TN Section 5303 80%	0	1,400,000	1,400,000
122-0000-391.01-00 From General Fund	0	60,000	60,000
<b>Totals:</b>	<b>0</b>	<b>1,460,000</b>	<b>1,460,000</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
122-0000-609.20-22 Construction Contracts	0	1,383,100	1,383,100
122-0000-609.20-23 Arch/Eng/Landscaping	0	76,900	76,900
<b>Totals:</b>	<b>0</b>	<b>1,460,000</b>	<b>1,460,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



## AGENDA ACTION FORM

### Acceptance of a Donation from Kingsport Eagles Auxiliary 3141 and Appropriate the Funds

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

Action Form No.: AF-363-2022  
 Work Session: December 5, 2022  
 First Reading: December 6, 2022

Final Adoption: December 20, 2022  
 Staff Work By: Terry Arnold  
 Presentation By: Asst. Chief Terry Arnold

### Recommendation:

Approve the Resolution and Ordinance

### Executive Summary:

The Kingsport Eagles Auxiliary 3141 has graciously made a donation to the Kingsport Fire Department in the amount of \$1000.00. The Kingsport Fire Department requests the donation be placed in account #110-3504-451-3022 to purchase needed Haz Mat equipment.

### Attachments:

1. Resolution
2. 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: *ad*

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

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

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

A RESOLUTION ACCEPTING A DONATION FOR  
THE KINGSFORT FIRE DEPARTMENT FROM  
KINGSFORT EAGLES AUXILIARY 3141

WHEREAS, the Kingsport Eagles Auxiliary 3141, would like to make a monetary donation in the amount of one thousand dollars (\$1,000.00) to the Kingsport Fire Department; and

WHEREAS, the fire department recommends these funds be applied towards the purchase needed Haz Mat equipment.

Now therefore,

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

SECTION I. That the monetary donation to the city from Kingsport Eagles Auxiliary 3141, in the amount of One Thousand Dollars (\$1,000.00) to the Kingsport Fire Department, is accepted.

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 6th day of December 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 THE GENERAL FUND  
BUDGET BY APPROPRIATING DONATED FUNDS  
FOR THE YEAR ENDING JUNE 30, 2023; AND TO  
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund budget be increased by appropriating funds received from the Kingsport Eagles Auxiliary 3141 in the amount of \$1,000 for the purchase of Haz Mat equipment.

**Account Number/Description:**

**General Fund: 110**

**Revenues:**

110-0000-364.30-00 From Non-Profit Groups  
***Totals:***

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

**Expenditures:**

110-3504-451.30-22 Maintenance Supplies  
***Totals:***

\$	\$	\$
5,000	1,000	6,000
<b>5,000</b>	<b>1,000</b>	<b>6,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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





## AGENDA ACTION FORM

### Consideration of 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-365-2022  
 Work Session: December 5, 2022  
 First Reading: December 6, 2022

Final Adoption: December 20, 2022  
 Staff Work By: Morris  
 Presentation By: McCartt

#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

This ordinance transfers funds from 7 projects for a total \$177,927 going to the Bike Park and Lighting project.

The General Projects-Special Revenue Fund budget is being amended by transferring \$40,000 from the Greenbelt Landscaping project (NC2227) and \$11,046 from the General Park Improvements project (NC2229) for a total of \$51,046 to the Bike Park & Lighting project (GP2204).

The General Project fund is being amended by transferring \$35,581 from the River Bend project (GP1512), \$41,900 from the Greenbelt East Ext. Ph. 1 project (GP1529), \$5,926 from the Lynn View Improv-Phase 1 project (GP2006), \$19,555 from the Swinging Bridge project (GP2104), and \$2,360 from the Kingsport Parks & River Masterplan project (GP1924) for a total of \$105,322 to the Bike Park & Lighting project (GP2204).

The Visitors Enhancement Fund is being amended by transferring \$21,559 from the Improvements line (135-1015-405.90-03) to the To General Project Fund line (135-4804-481.70-36) for transfer to the Bike Park & Lighting project (GP2204).

#### **Attachments:**

1. 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: *2W*

	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 Projects-Special Revenue Fund budget be amended by transferring \$40,000 from the Greenbelt Landscaping project (NC2227) and \$11,046 from the General Park Improvements project (NC2229) for a total of \$51,046 to the Bike Park & Lighting project (GP2204).

SECTION II. That the General Project fund be amended by transferring \$35,581 from the River Bend project (GP1512), \$41,900 from the Greenbelt East Ext. Ph. 1 project (GP1529), \$5,926 from the Lynn View Improv-Phase 1 project (GP2006), \$19,555 from the Swinging Bridge project (GP2104), and \$2,360 from the Kingsport Parks & River Masterplan project (GP1924) for a total of \$105,322 to the Bike Park & Lighting project (GP2204).

SECTION III. That the Visitors Enhancement Fund be amended by transferring \$21,559 from the Improvements line (135-1015-405.90-03) to the To General Project Fund line (135-4804-481.70-36) for transfer to the Bike Park & Lighting project (GP2204).

**Account Number/Description:**

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

**Greenbelt Landscaping (NC2227)**

**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	147,075	(40,000)	107,075
<b>Total:</b>	<b>147,075</b>	<b>(40,000)</b>	<b>107,075</b>

**Expenditures:**

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

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	147,075	(40,000)	107,075
<b>Total:</b>	<b>147,075</b>	<b>(40,000)</b>	<b>107,075</b>

**General Park Improvements (NC2229)**

**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	60,000	(11,046)	48,954
<b>Total:</b>	<b>60,000</b>	<b>(11,046)</b>	<b>48,954</b>

**Expenditures:**

111-0000-601.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	60,000	(11,046)	48,954
<b>Total:</b>	<b>60,000</b>	<b>(11,046)</b>	<b>48,954</b>

**Account Number/Description:****General Project Fund: 311****River Bend (GP1512)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-334.50-10 KHRA	666,666	0	666,666
311-0000-368.10-47 2014 A GO Bonds	1,099,802	0	1,099,802
311-0000-368.10-66 Series 2019 GO Improvment	134,981	0	134,981
311-0000-368.21-01 Premium From Bond Sale	125,749	0	125,749
311-0000-391.01-00 From General Fund	424,436	(35,581)	388,855
<b>Total:</b>	<b>2,451,634</b>	<b>(35,581)</b>	<b>2,416,053</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	150,000	0	150,000
311-0000-601.40-41 Bond Sale Expense	14,968	0	14,968
311-0000-601.90-01 Land	6,827	0	6,827
311-0000-601.90-03 Improvements	2,279,839	(35,581)	2,244,258
<b>Total:</b>	<b>2,451,634</b>	<b>(35,581)</b>	<b>2,416,053</b>

**Greenbelt East Ext. PH. 1 (GP1529)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-331.37-00 Dept of Transportation	962,519	0	962,519
311-0000-364.20-00 From Corporations	20,000	0	20,000
311-0000-368.10-47 Series 2014 A GO Bonds	10,000	0	10,000
311-0000-368.10-51 Series 2015 A (Oct) GO PI	167,360	0	167,360
311-0000-368.10-54 Series 2016 GO (Nov 4)	172,654	0	172,654
311-0000-368.21-01 Premium From Bond Sale	20,138	0	20,138
311-0000-391.01-00 From General Fund	153,000	(41,900)	111,100
<b>Total:</b>	<b>1,505,671</b>	<b>(41,900)</b>	<b>1,463,771</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping	166,000	0	166,000
311-0000-601.40-41 Bond Sale Expense	5,152	0	5,152
311-0000-601.90-01 Land	150,000	0	150,000
311-0000-601.90-03 Improvements	1,184,519	(41,900)	1,142,619
<b>Total:</b>	<b>1,505,671</b>	<b>(41,900)</b>	<b>1,463,771</b>

**Lynn View Improv-Phase 1 (GP2006)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvement	52,409	0	52,409
311-0000-368.21-01 Premium From Bond Sale	4,693	0	4,693
311-0000-391.01-00 From General Fund	50,000	(5,926)	44,074
<b>Total:</b>	<b>107,102</b>	<b>(5,926)</b>	<b>101,176</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping	0	71,252	71,252
311-0000-601.40-41 Bond Sale Expense	796	0	796
311-0000-601.90-03 Improvements	106,306	(77,178)	29,128
<b>Total:</b>	<b>107,102</b>	<b>(5,926)</b>	<b>101,176</b>

**Swinging Bridge (GP2104)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-391.01-00 From General Fund	222,841	(19,555)	203,286
<b>Total:</b>	<b>222,841</b>	<b>(19,555)</b>	<b>203,286</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	12,014	(541)	11,473
311-0000-601.90-03 Improvements	210,827	(19,014)	191,813
<b>Total:</b>	<b>222,841</b>	<b>(19,555)</b>	<b>203,286</b>

**Kingsport Parks & River Masterplan (GP1924)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-391.01-00 From General Fund	125,000	(2,360)	122,640
<b>Total:</b>	<b>125,000</b>	<b>(2,360)</b>	<b>122,640</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	125,000	(2,360)	122,640
<b>Total:</b>	<b>125,000</b>	<b>(2,360)</b>	<b>122,640</b>

**Bike Park & Lighting (GP2204)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-69 GO Bonds Series 2021	1,288,700	0	1,288,700
311-0000-368.21-01 Premium from Bond Sale	126,564	0	126,564
311-0000-391.01-00 From General Fund	0	156,368	156,368
311-0000-391.69-00 Visitors Enhancement Fund	0	21,559	21,559
<b>Total:</b>	<b>1,415,264</b>	<b>177,927</b>	<b>1,593,191</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	15,264	0	15,264
311-0000-601.90-03 Improvements	1,400,000	177,927	1,577,927
<b>Total:</b>	<b>1,415,264</b>	<b>177,927</b>	<b>1,593,191</b>

**Account Number/Description:****Visitors Enhancement Fund: 135**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
135-0000-316.20-00 Motel-Room Occupancy Tax	440,000	0	440,000
135-0000-392.01-00 Fund Bal Appropriations	85,000	0	85,000
<b>Total:</b>	<b>525,000</b>	<b>0</b>	<b>525,000</b>

**Expenditures:**

	\$	\$	\$
135-1015-405.20-20 Professional/Consultant	70,000	0	70,000
135-1015-405.20-47 BMA Sponsored Meet/Events	25,000	0	25,000
135-1015-405.30-20 Operating Supplies & Tool	30,000	0	30,000
135-1015-405.80-15 KCVB (Tourism Council)	30,000	0	30,000
135-1015-405.90-03 Improvements	150,000	(21,559)	128,441
135-4804-481.70-36 General Project Fund	0	21,559	21,559
135-4804-481.70-39 Aquatic Center Fund	220,000	0	220,000
<b>Total:</b>	<b>525,000</b>	<b>0</b>	<b>525,000</b>

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

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Expenditures:</u></b>	\$	\$	\$
110-4804-481.70-35 To Gen Proj-Special Rev	6,328,530	(51,046)	6,277,484
110-4804-481.70-36 To General Project Fund	207,557	51,046	258,603
<b>Total:</b>	<b>6,536,087</b>	<b>0</b>	<b>6,536,087</b>



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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



## AGENDA ACTION FORM

### Apply for and Receive a Grant from the First Tennessee Development District

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

Action Form No.: AF-339-2022  
 Work Session: November 14, 2022  
 First Reading: November 15, 2022

Final Adoption: December 6, 2022  
 Staff Work By: Tyra Copas  
 Presentation By: Tyra Copas

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The American Apprenticeship Initiative Program Grant is being offered by the First Tennessee Development District to reimburse training costs for local workforce development. The grant will provide reimbursements for the training of four new individuals within Central Dispatch. The total of the grant awarded by FTDD is \$10,000 and requires a \$5,000 match. Matching funds have been identified within the Human Resources budget.

On June 21, 2022, the Board approved registering the City to become an official Registered Apprenticeship Sponsor. The City identified the 911 dispatcher occupation for the registered apprenticeship model.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Yes*

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: *Yes*

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

ORDINANCE NO.

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

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

SECTION I. That the General Fund be increased by appropriating a grant from  
the First Tennessee Development District in the amount of \$10,000.

**Account Number/Description:**

**General Fund: 110**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-0000-332.69-10 FTDD Apprenticeship	0	\$10,000	\$10,000
<b>Total:</b>	<b>0</b>	<b>\$10,000</b>	<b>\$10,000</b>

**Expenditures:**

	\$	\$	\$
110-1501-411.20-45 Training	5,000	\$10,000	\$15,000
<b>Total:</b>	<b>5,000</b>	<b>\$10,000</b>	<b>\$15,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



## AGENDA ACTION FORM

### **Budget Adjustment Ordinance for the General Projects-Special Revenue Fund in FY 23**

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

Action Form No.: AF-347-2022  
 Work Session: November 14, 2022  
 First Reading: November 15, 2022

Final Adoption: December 6, 2022  
 Staff Work By: Terry Arnold  
 Presentation By: Terry Arnold

#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

The General Projects-Special Revenue Fund is being increased by accepting a grant from Enbridge, Inc. for the purchase of Gas Monitors for the Fire Training Facility in the amount of \$7,500.

#### **Attachments:**

1. Ordinance

Funding source appropriate and funds are available: *JM*

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

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

**PRE-FILED  
CITY RECORDER**

ORDINANCE NO.

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

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

SECTION I. That the General Projects-Special Revenue Fund be increased by accepting a grant from Enbridge, Inc. for the purchase of Gas Monitors for the Fire Training Facility in the amount of \$7,500.

**Account Number/Description:**

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

**Fire Equipment (NC2216)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	295,856	0	295,856
111-0000-364.20-00 From Corporations	0	7,500	7,500
111-0000-391.01-00 From General Fund	150,000	0	150,000
<b>Total:</b>	<b>445,856</b>	<b>7,500</b>	<b>453,356</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.90-04 Equipment	445,856	7,500	453,356
	<b>445,856</b>	<b>7,500</b>	<b>453,356</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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





## AGENDA ACTION FORM

### Consideration of a Resolution Changing Certain Meeting Dates for Work Sessions and Business Meetings of the Board of Mayor and Aldermen

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

Action Form No.: AF-350-2022  
Work Session: December 5, 2022  
First Reading: N/A

Final Adoption: December 6, 2022  
Staff Work By: Bart Rowlett  
Presentation By: Chris McCartt

#### Recommendation:

Approve the Resolution.

#### Executive Summary:


Article III, Section 7 of the Charter of the City of Kingsport provides that except as "provided by ordinance or resolution, the regular meeting of said board shall be at 7:00 p.m. (local time) on the first and third Tuesday of each month." However, certain regular meetings of the board conflict with or are affected by holidays, planning sessions, and conferences in the calendar year 2023. It is recommended that certain meetings be canceled or rescheduled to eliminate these conflicts.

The attached resolution cancels the January 2, 2023, work session, and the January 3, 2023, business meeting; the July 3, 2023, work session and the July 4, 2023, business meeting; the September 4, 2023, work session and the September 5, 2023, business meeting. Additionally, the resolution reschedules the January 16, 2023, work session to January 17, 2023.

#### Attachments:

1. Resolution
2. 2023 Meeting Schedule

Funding source appropriate and funds are available: 

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

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

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

A RESOLUTION CHANGING CERTAIN WORK SESSIONS AND  
BUSINESS MEETINGS OF THE BOARD OF MAYOR AND  
ALDERMEN IN JANUARY, JULY, AND SEPTEMBER 2023 IN  
ACCORDANCE WITH ARTICLE III, SECTION 7 OF THE  
CHARTER OF THE CITY OF KINGSPORT, TENNESSEE

WHEREAS, Article III, Section 7 of the Charter of the City of Kingsport, Tennessee provides that the business meetings of the board of mayor and aldermen will take place on the first and third Tuesdays of each month at 7:00 p.m., unless otherwise provided by resolution or ordinance; and

WHEREAS, the board of mayor and aldermen finds that due to the Christmas and New Year's day holidays it is appropriate to cancel the January 3, 2023, work session and the January 4, 2023, business meeting; due to the Independence Day holiday on July 4, 2023, it is appropriate to cancel the July 3, 2023, work session and the July 4, 2023, business meeting; and due to the Labor Day holiday on September 4, 2023, it is appropriate to cancel the September 4, 2023, work session and the September 5, 2023, business meeting; and

WHEREAS, work sessions are usually held on the Monday preceding the business meeting, but in honor of the Martin Luther King, Jr. holiday the board of mayor and aldermen would like to set a work session on Tuesday, January 17, 2023, at 4:00 p.m., in lieu of holding the work session on Monday, January 16, 2023.

Now therefore,

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

SECTION I. That in accordance with Article III, Section 7 of the Charter of the City of Kingsport, Tennessee, the board approves the canceling of the January 3, 2023, work session and the January 4, 2023, business meeting; the July 3, 2023, work session and the July 4, 2023, business meeting; and the September 4, 2023, work session and the September 5, 2023, business meeting.

SECTION II. That the board sets a work session for Tuesday, January 17, 2023, at 4:00 p.m. in lieu of a work session on Monday, January 16, 2023.

SECTION III. That the city recorder is authorized and directed to advertise the changes set forth in this resolution, and to take all acts needed to ensure that notice of the meetings are made to the public in compliance with Tenn. Code Ann. § 8-44-103.

SECTION IV. That the board finds 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 6th day of December 2022.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney



## Board of Mayor and Aldermen 2023 Meeting Dates

<b>BMA Work Session 4:30 p.m.</b>	<b>BMA Business Meeting 7:00 p.m.</b>
January 17, 4pm	January 17
February 6	February 7
February 20	February 21
February 24 (Planning Session)	N/A
March 6	March 7
March 20	March 21
April 3	April 4
April 17	April 18
May 1	May 2
May 8 (Budget, 2-5pm)	N/A
May 11 (Budget, 2-5pm)	N/A
May 15	May 16
June 5	June 6
June 19	June 20
July 17	July 18
July 31	August 1
August 14	August 15
September 18	September 19
October 2	October 3
October 16	October 17
November 6	November 7
November 20	November 21
December 4	December 5
December 18	December 19

Only one meeting in January, July & September



## AGENDA ACTION FORM

### Consideration of a Resolution Awarding the Bid for the Construction of the Kingsport Pump Track

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

Action Form No.: AF-364-2022  
 Work Session: December 5, 2022  
 First Reading: N/A

Final Adoption: December 6, 2022  
 Staff Work By: Kitty Frazier  
 Presentation By: Michael Borders/Kitty Frazier

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on October 25, 2022 for the construction of a new bicycle pump track adjacent to the Scott Adams Memorial Skate Park. One bid was received for this solicitation. It is the recommendation of staff and design team to accept the compliant bid, including alternates #2,3,4,5,6,7, from GRC Construction in the amount of \$1,295,289. and authorize a contingency in the amount of \$77,717. City engineering fees will also be applied to the project.

This project includes an addition to the existing paver plaza, an addition of a seat wall and seating for the skatepark, a central plaza area, three shade structures, additional parking, Musco lighting, and an asphalt pump track.

#### Attachments:

1. Resolution
2. Bid Minutes
3. Site Plan
4. Pump Track Rendering
5. Recommendation of Award

Funding source appropriate and funds are available: *Jm*

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

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



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

A RESOLUTION AWARDING THE BID FOR THE BICYCLE PUMP TRACK CONSTRUCTION PROJECT TO GRC CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened October 25, 2022, for the construction of a new bicycle pump track adjacent to the Scott Adams Memorial Skate Park, at Brickyard Park; and

WHEREAS, upon review of the bids, the board finds GRC Construction is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the construction of a new bicycle pump track adjacent to the Scott Adams Memorial Skate Park, at Brickyard Park, including bid alternates 2,3,4,5 and 6, from GRC Construction at an estimated construction cost of \$1,295,289.00; and

WHEREAS, funding is identified in project numbers GP2204;

Now therefore,

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

SECTION I. That the bid for the construction of a new bicycle pump track adjacent to the Scott Adams Memorial Skate Park, at Brickyard Park, including bid alternates 2,3,4,5 and 6, at an estimated cost of \$1,295,289.00, is awarded to GRC Construction, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 6th day of December, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Bid Summary

### Kingsport Pump Track

Bid Date: October 25, 2022

Bid Time: 4:00 p.m. ET

Location: Conference Room 436, City Hall, 415 Broad Street, Kingsport, TN

Present: Nikisha Eichmann, Assistant Procurement Manager; Olivia Nickens Procurement Specialist; Jennifer Salyer, Barge Design Solutions; Nelson Elam, Barge Design Solutions; Kitty Frazier, Parks & Rec Manager

The Assistant Procurement Manager opened with the following bids:

Bidder	Base Bid	Add Alt. #1 Additional Parking	Add Alt. #2 Paver Plaza	Add Alt. #3 Central Plaza	Add Alt. #4 Shade Structure #1	Add Alt. #5 Shade Structure #2	Add Alt. #6 Shade Structure #3	Deduct Alt. #7 Alternate Pump Track Infield	Rock & Unsuitable Soil Allowance	Geotechnical Services Fee Allowance	Excavation & Removal of Rock (per CY)	Excavation & Removal of Unsuitable Soils (per CY)	Compacted Fill Material (per CY)	Native Seed Mix (per SF)	Native Seed Mix & Matting (per SF)	TOTAL (Base+Allowances)
GRC Construction	\$996,500.00	\$346,850.00	\$63,000.00	\$120,600.00	\$58,758.00	\$58,758.00	\$58,758.00	-\$116,085.00	\$50,000.00	\$5,000.00	\$225 mass rock \$350 trench rock	\$30.00	\$45.00	\$0.25	\$0.15	\$1,051,500.00

RED CLOUDED AREA NOT INCLUDED  
IN PROJECT AT THIS TIME

**BARGE**  
DESIGN SOLUTIONS

100% DESIGN  
100% CONSTRUCTION  
100% MAINTENANCE



PARKS AND RECREATION DEPARTMENT  
KINGSPORT PUMP TRACK  
SITE LAYOUT PLAN

C1.01

FILE NO. 273542

**KEYED NOTES:**

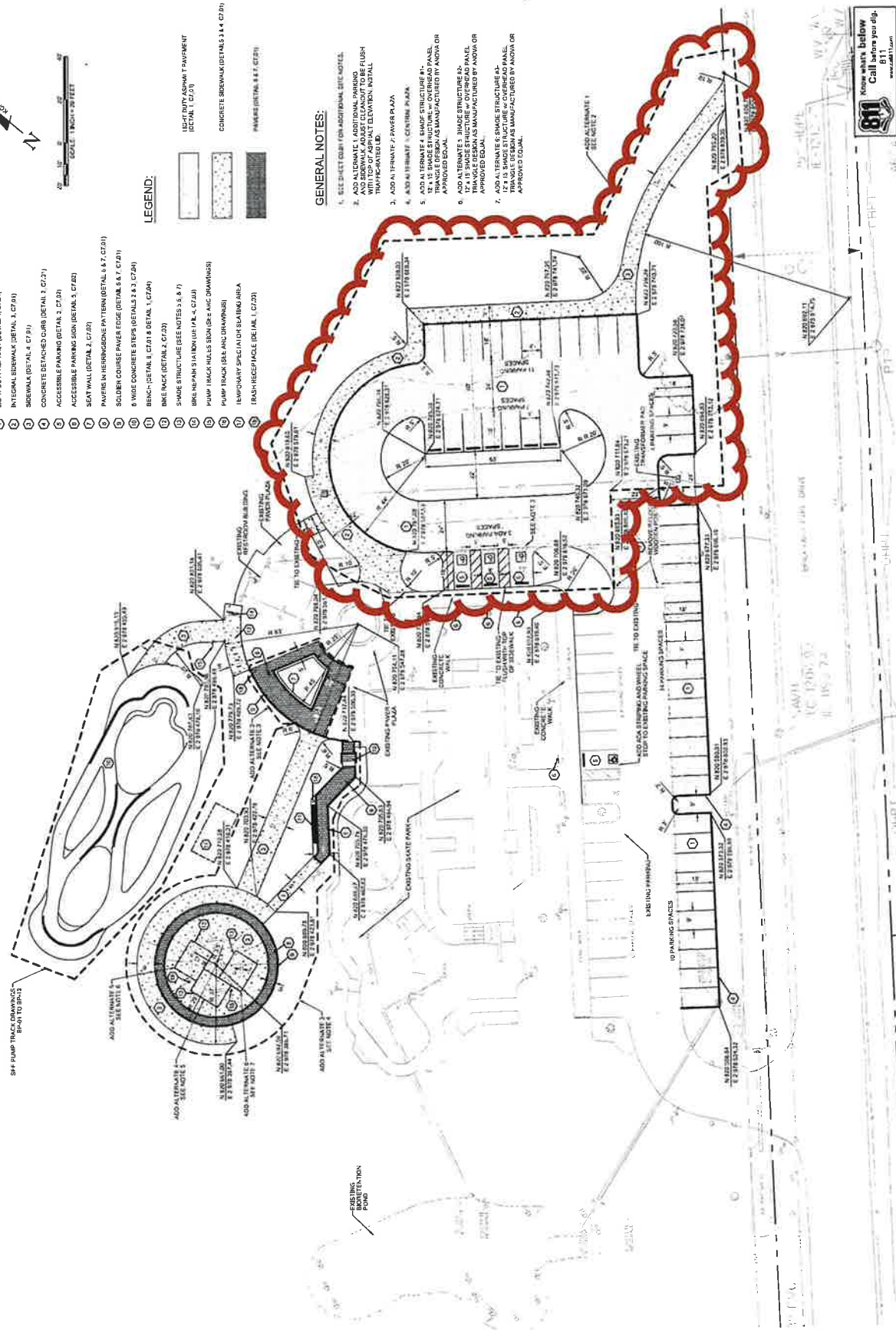
1. LIGHT DUTY ASPHALT (DETAIL 1, C7.21)
2. INTERNAL SIDEWALK (DETAIL 3, C7.21)
3. SIDEWALK (DETAIL 4, C7.21)
4. CONCRETE DETACHED CURB (DETAIL 2, C7.21)
5. ACCESSIBLE PARKING SIGN (DETAIL 5, C7.21)
6. SEAT WALL (DETAIL 2, C7.21)
7. PAINTED IN STRIPING PATTERN (DETAIL 6 & 7, C7.21)
8. SOLID COARSE PAVEMENT (DETAIL 8 & 9, C7.21)
9. WIDE CONCRETE STEPS (DETAILS 1 & 2, C7.21)
10. BENCH (DETAIL 8, C7.21 & DETAIL 1, C7.21)
11. BENCH BACK (DETAIL 2, C7.21)
12. SHADE STRUCTURE (SEE NOTES 3 & 9)
13. BENCH PAVEMENT (DETAIL 10, C7.21)
14. PUMP TRACK (SEE SIGN OR E.A.C. DRAWINGS)
15. PUMP TRACK (SEE SIGN OR E.A.C. DRAWINGS)
16. REMOVAL OF EXISTING PAVING AREA
17. TRASH RECEPTACLE (DETAIL 1, C7.21)

**LEGEND:**



**GENERAL NOTES:**

1. SEE SHEET 0201 FOR ADDITIONAL SPEC. NOTES.
2. ADD ALTERNATE 1, ADDITIONAL PARKING AND SIGNAGE AS NOTED TO BE FLUSH WITH EXISTING PAVEMENT.
3. ADD ALTERNATE 7, PAVEMENT PLANT.
4. ADD ALTERNATE 1, CENTRAL PLANT.
5. ADD ALTERNATE 1, SHADE STRUCTURE 24" TRUSS DESIGN AS MANUFACTURED BY ANOVA OR APPROVED EQUAL.
6. ADD ALTERNATE 1, SHADE STRUCTURE 24" TRUSS DESIGN AS MANUFACTURED BY ANOVA OR APPROVED EQUAL.
7. ADD ALTERNATE 1, SHADE STRUCTURE 24" TRUSS DESIGN AS MANUFACTURED BY ANOVA OR APPROVED EQUAL.



PROJECT: KANSAS CITY PARKS DEPT. C1.01.001

PLAN DATE IDENTIFIER  
JULY 29, 2022  
DATE OF LAST REVISIONS

# 100% CONSTRUCTION DOCUMENTS: KINGSPORT PUMP TRACK KINGSPORT, TN



BIKE PARK RENDERING \*

\* RENDERING IS JUST A VISUAL  
REPRESENTATION OF THE ACTUAL  
DESIGN. CHANGES BETWEEN RENDERING  
AND THE CONSTRUCTION DOCUMENT  
MAY OCCUR.

**811**  
Know what's below.  
Call before you dig.  
1-800-DIG-SAFE(DIGSAFE)

BIKE PARK VICINITY MAP	BIKE PARK LOCATION MAP	PROJECT INFORMATION	SHEET INDEX
		<p><b>CUSTOMER:</b> CITY OF KINGSPORT 1500 WEST HENRY DR. KINGSPORT, TN 37664</p> <p><b>SITE ADDRESS:</b> SCOTT ADAMS MEMORIAL PARK INDUSTRY DRIVE KINGSPORT, TN 37662</p>	<p>BP-01 COVER SHEET BP-02 PROJECT NOTES AND BIKE PARK FEATURES BP-03 SITE DEMOLITION/CONSTRUCTION AREA BP-04 STAGE-CUT LOCATIONS BP-05 DRAINAGE BP-06 DRAINAGE DETAILS BP-07 GRADING BP-08 DIMENSIONS BP-09 ELEVATIONS BP-10 MATERIALS AND COLOR BP-11 SECTIONS BP-12 DETAILS</p>



AMERICAN  
PUMP & PIPE  
COMPANY

KINGSPORT PUMP TRACK  
KINGSPORT, TN

DATE	2022.07.29
BY	W. J. HARRIS
CHECKED BY	W. J. HARRIS
APPROVED BY	W. J. HARRIS

DESIGNER	A. KARRMAN
APPROVED	A. HORRIS
DATE	08.01.2022
SCALE	AS SHOWN ON ARCH D

COVER

21-108 BP-01





November 22, 2022

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

RE: Recommendation of Award  
Kingsport Pump Track

Dear Ms. Frazier:

The aforementioned project was publicly advertised in the Kingsport Times-News on September 25, 2022. Bids were received on October 25, 2022, at the City Hall Conference Room 436, Kingsport, TN, and publicly read at 4:00 p.m. local time. There was one contractor that provided a bid, Goins Rash Cain, Inc. (doing business as GRC Construction). The Goins Rash Cain, Inc. bid was reviewed for responsiveness by Barge Design Solutions. Based on our review Barge recommends Goins Rash Cain, Inc. as the successful, responsive and responsible low bidder for the project. Based on the funding available, the recommendation is to award the base bid, allowances, Add Alternates #2, 3, 4, 5, and 6, and Deduct Alternate #7, for a total bid award of \$1,295,289.00.

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

Sincerely,

**Barge Design Solutions, Inc.**

A handwritten signature in blue ink that reads "Jennifer A. Salyer".

Jennifer A. Salyer, PLA  
Project Manager

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

Enclosures:

Bid Summary

Barge project #37343-02



## AGENDA ACTION FORM

### **Ratify Mayor's Signature on NPDES Permit for Municipal Separate Storm Sewer Systems (MS4) Notice of Intent**

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

Action Form No.: AF-359-2022  
 Work Session: December 5, 2022  
 First Reading: N/A

Final Adoption: December 6, 2022  
 Staff Work By: A. McMullen/C. Austin  
 Presentation By: R. McReynolds

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The Tennessee Department of Environment and Conservation (TDEC), Division of Water Resources issued a new General NPDES Permit for small Municipal Separate Storm Sewer Systems (MS4) to the City of Kingsport. The deadline to submit a Notice of Intent, which explains how the City's Stormwater Utility will adhere to and perform the requirements of the permit was November 30, 2022. The information submitted is necessary to obtain coverage under the permit to discharge stormwater runoff from the municipality to the receiving streams.

The Mayor has signed the documents electronically and we are asking that the Board ratify his signature.

#### **Attachments:**

1. Resolution
2. NOI Document

Funding source appropriate and funds are available: *JM*

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

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



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

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON A  
TENNESSEE DEPARTMENT OF ENVIRONMENT AND  
CONSERVATION, DIVISION OF WATER RESOURCES GENERAL  
NPDES PERMIT OF MUNICIPAL SEPARATE STORM SEWER  
SYSTEMS (MS4) NOTICE OF INTENT

WHEREAS, the Tennessee Department of Environment and Conservation (TDEC), Division of Water Resources issued a new General NPDES Permit for small Municipal Separate Storm Sewer Systems (MS4) to the city; and

WHEREAS, in order to discharge stormwater runoff collected within the city into receiving streams pursuant to the NPDES MS4 permit, the city was required to submit a Notice of Intent, which explains how the City's Stormwater Utility will adhere to and perform the requirements of the permit; and

WHEREAS, the deadline to submit the Notice of Intent was November 30, 2022, and

WHEREAS, the Mayor has signed the documents electronically and we are asking that the Board ratify his signature.

Now therefore,

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

SECTION I. That the NPDES Small Municipal Separate Storm Sewer Systems (MS4) Notice of Intent, submitted on November 30, 2022, is ratified, including the execution of the same by Mayor Patrick W. Shull.

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 6<sup>th</sup> day of December, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# NPDES Small MS4 NOI

version 1.6

(Submission #: HPM-PG1C-TCNND, version 1)

## Details

---

**Originally Started By** AMANDA MCMULLEN

**Submission ID** HPM-PG1C-TCNND

**MS4 Owner Name** CITY OF KINGSPORT

**Status** Draft

## Form Input

---

### General Information

**Are any other operators of MS4s seeking coverage under this Notice of Intent**

No

**MS4 Ownership Type**

City or Town

**What is the estimated population of the MS4**

55582

**Name of Municipality or Organization**

CITY OF KINGSPORT

**MS4 Responsible Official**

**Prefix**

NONE PROVIDED

**First Name**      **Last Name**

PATRICK      SHULL

**Title**

MAYOR

**Name of MS4**

CITY OF KINGSPORT

**Phone Type**      **Number**      **Extension**

Business      4232299412

**Email**

PatShull@KingsportTN.gov

**Address**

415 BROAD ST

KINGSPORT, Tennessee 37660

**County**

Sullivan

## MS4 Program Manager

**Prefix**

NONE PROVIDED

**First Name      Last Name**

CHAD              AUSTIN

**Title**

ASSISTANT UTILITIES DIRECTOR

**Company/Organization Name**

CITY OF KINGSPORT

**Phone Type      Number              Extension**

Business          4232242509

**Email**

ChadAustin@KingsportTN.gov

**Address**

1113 KONNAROCK RD

KINGSPORT, TN 37664

## Description Of Storm Sewer System

**Is an electronic geospatial map of your system available?**

Yes

**If YES, provide a link to the REST Services:**

<https://kingsporttn.maps.arcgis.com/apps/webappviewer/index.html?id=7339745aca56474a80b966b61912a033>

## Summary Of Receiving Streams

**Please Lookup Waterbody Using Mapping Tool**

---

Using the GIS mapping tool linked below to list the receiving waterbodies to which your MS4 discharges, the 12 Digit Hydrologic Unit Code and the number of MS4 outfalls discharging into it.

[DWR Waterbodies Spatial Tool](#)

**Streams with Unavailable Parameters**

---

Use the most current EPA Approved List of Impaired and Threatened Waters linked below, along with the GIS mapping tool published on the division's web site, to determine whether stormwater from any part of the MS4 discharges into streams with unavailable parameters for nutrients, pathogens, siltation, or other.

[Water Quality Rules, Reports and Publications](#)

**Exceptional Tennessee Waters (ETW)**

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Use the division's data viewer linked below to determine whether stormwater from any part of the MS4 discharges into Exceptional Tennessee Waters.

[TDEC Data viewer](#)

**State or EPA Issued TMDL's**

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EPA-Approved TMDLs as well as EPA-Established TMDLs for Tennessee waters can be found on the division's web site at Tennessee's Total Maximum Daily Load (TMDL) Program ([tn.gov](http://tn.gov)). to determine whether stormwater from any part of the MS4 discharges into it.

[Tennessee's Total Maximum Daily Load \(TMDL\) Program \(tn.gov\)](#)

**List waters and parameters**

Receiving Water (Enter Source_FeatureID Value)	Number of Outfalls	Nutrients	Pathogens	Siltation	Other	ETW	TMDL	MS4 Jurisdiction
Wagner Creek from Boone Lake to headwaters (TN06010102006T_0200)	0	No	Yes	Yes	Yes	No	Yes	
Clark Branch from Reedy Creek to headwaters (TN06010102046_0700)	7	No	Yes	Yes	Yes	No	Yes	
Gaines Branch from Reedy Creek to headwaters (TN06010102046_0800)	2	No	Yes	Yes	Yes	No	Yes	
Gravelly Branch from Reedy Creek to headwaters (TN06010102046_0200)	11	Yes	No	No	Yes	No	Yes	
Miller Branch from Reedy Creek to headwaters (TN06010102046_0400)	11	No	Yes	Yes	Yes	No	Yes	
Timbertree Branch from Reedy Creek to Virginia stateline (TN06010102046_0900)	0	No	Yes	No	No	No	Yes	
Tranbarger Branch from Reedy Creek to headwaters (TN06010102046_0100)	9	No	Yes	No	Yes	No	Yes	
Unnamed trib to Reedy Creek from Reedy Creek to headwaters (goes along Brookside Drive) (TN06010102046_0500)	2	No	Yes	Yes	Yes	No	Yes	
Unnamed trib to Reedy Creek from Reedy Creek to headwaters (goes along Hwy 93) (TN06010102046_0600)	20	No	Yes	Yes	Yes	No	Yes	
Unnamed trib to Reedy Creek from Reedy Creek to headwaters (TN06010102046_0300)	13	No	No	No	Not Applicable	No	Yes	
Booher Creek from Muddy Creek to headwaters (TN06010102237_0100)	6	No	Yes	No	No	No	Yes	
Hicks Creek from lower Reedy Creek to headwaters (TN06010102046_1300)	0	No	No	No	Yes	No	Yes	
Reedy Creek from Highway 93 to confluence of Boozy Creek (TN06010102046_2000)	41	No	Yes	Yes	Yes	No	Yes	

Receiving Water (Enter Source_FeatureID Value)	Number of Outfalls	Nutrients	Pathogens	Siltation	Other	ETW	TMDL	MS4 Jurisdiction
Reedy Creek from South Fork Holston River to Highway 93 (TN06010102046_1000)	34	No	Yes	Yes	Yes	No	Yes	
Gammon Creek from Boone Reservoir to headwaters (TN06010102006T_0100)	3	Yes	Yes	Yes	Yes	No	Yes	
South Fork Holston River from confluence of North Fork Holston to Highway 93 (TN06010102001_1000)	6	Yes	No	No	Yes	No	Yes	
South Fork Holston River from Highway 93 to Fort Patrick Henry dam (TN06010102001_2000)	5	No	No	No	Yes	No	Yes	
Fort Patrick Henry Reservoir on South Fork Holston River (TN06010102004_1000)	0	No	No	No	Not Applicable	Yes	Yes	
Madd Branch from South Fork Holston River to headwaters (in Kingsport) (TN06010102001_0100)	16	No	Yes	No	Yes	No	Yes	
Cooks Valley Branch from Fort Patrick Henry Reservoir to headwaters (TN06010102004T_0300)	22	No	No	No	Not Applicable	No	Yes	
Fall Creek from Fort Patrick Henry to Old Mill Road (TN06010102045_1000)	0	No	Yes	No	No	No	Yes	
Fall Creek from Old Mill Road to headwaters (TN06010102045_2000)	0	No	Yes	No	No	No	Yes	
Holston River from confluence of Surgoinsville Creek to confluence of North Fork Holston (TN06010104011_2000)	0	No	No	No	Yes	No	Yes	
North Fork Holston River from Holston River to Virginia stateline (TN06010101001_1000)	5	No	No	No	Yes	Yes	No	
Slate Branch from Holston River to headwaters (TN06010104011_1400)	34	No	Yes	No	Yes	No	Yes	
Horse Creek from Little Horse Creek to confluence of Unnamed Trib (Near Murrel Road) (TN06010102003_2000)	21	No	Yes	No	No	No	Yes	

Receiving Water (Enter Source_FeatureID Value)	Number of Outfalls	Nutrients	Pathogens	Siltation	Other	ETW	TMDL	MS4 Jurisdiction
Horse Creek from South Fork Holston to confluence of Little Horse Creek (TN06010102003_1000)	10	No	No	No	Not Applicable	No	Yes	
Little Horse Creek from Horse Creek to headwaters (TN06010102003_0600)	6	No	Yes	No	No	No	Yes	
Dolan Branch from Little Horse Creek to headwaters (TN06010102003_0610)	0	No	No	No	Not Applicable	Yes	Yes	
Rock Springs Branch from South Fork Holston River to headwaters (TN06010102729_1000)	16	No	Yes	No	No	No	Yes	
Straight Branch from Kendrick Creek to headwaters (TN06010102057_0200)	15	No	No	No	Not Applicable	No	Yes	
Kendrick Creek from South Fork Holston to Fordtown Road (TN06010102057_1000)	66	No	Yes	Yes	Yes	No	Yes	
Russell Creek from Fort Patrick Henry Reservoir to headwaters (TN06010102004T_0100)	12	No	Yes	No	Yes	No	Yes	
Bear Creek from Horse Creek to headwaters (near Tater Road) (TN06010102003_0500)	0	No	Yes	Yes	Yes	No	Yes	
Misc tribs to Reedy Creek from South Fork Obion River to headwaters (TN08010203007_0999)	95	No	No	No	Not Applicable	No	Yes	
Misc tribs to South Fork Holston River between North Fork to Fort Patrick Henry dam (TN06010102001_0999)	34	No	No	No	Not Applicable	No	Yes	

## **MCM 1: Public Education and Outreach**

### **Public Education**

Target Audience	Management Measure	Delivery Method/Materials	MS4(s) Responsible for Implementation
General Public	Awareness of the impacts on water quality	Stormy visits to schools, stormwater activity booklet distribution to schools, conservation camp, Public Works Day, Water Quality Report sent to all water customers, Website, Facebook	



Target Audience	Management Measure	Delivery Method/Materials	MS4(s) Responsible for Implementation
General Public	Awareness of the importance of maintenance activities for operators of permanent BMPs/SCMs	Sent reminder letters to all SCM owners in 2020. City inspects every 5 years and sends additional letters to those in need of maintenance.	
General Public	Awareness on the proper storage, use, and disposal of pesticides, herbicides, fertilizers, oil and other automotive-related fluids	educational brochures at Public Works Day	
General Public	Awareness of identifying and reporting procedures for illicit connections/discharges, sanitary sewer seepage, spills, etc.	KingsportTN.gov Website and ConnectKingsport App	
Engineering & Development Community	Awareness of the stormwater ordinances, regulations, and guidance materials related to long-term water quality impacts	info on website. Integrated into Plan Review process.	
Engineering & Development Community	Awareness of the stormwater ordinances, regulations, and guidance materials related to long-term water quality impacts	same	
Public Employees	Awareness of water quality impacts from daily operations	educational training video watched by all employees once per year	
Public Employees	Pollution Prevention and Good Housekeeping (see Permit sub-part 4.2.6.)	quarterly inspections done on municipal facilities by Stormwater Inspector	
Public Employees	The awareness of identifying and reporting procedures for illicit connections/discharges, sanitary sewer diversions or seepages, spills, etc.	educational training video watched by all employees once per year.	

**Are there additional education campaigns and audiences?**

Yes

**If yes, Explain:**

Sent stream buffer brochures to all Kingsport residents living along creeks. These educate residents about the importance of leaving vegetation along streams to prevent erosion and provide habitat.

**MCM 2: Public Involvement/Participation**

**Public Involvement**

Participants	Management Measure	Delivery Method/Materials	MS4(s) Responsible for Implementation
General Public	Pollution Prevention	hold at least 2 volunteer stream cleanups per year	
General Public	Impacts on water quality or local storm water management issues	Annual Storm Drain Art Contest (2022 recipient of "Public Outreach Award" from the Clean Water Professionals of Kentucky & Tennessee organization.)	
General Public	Storage, use, and disposal of household hazardous waste, automotive-related fluids, pesticides, herbicides, and fertilizers use	publicize hazardous waste collection for county	

Participants	Management Measure	Delivery Method/Materials	MS4(s) Responsible for Implementation
General Public	Identifying and reporting procedures for illicit connections/discharges, sanitary sewer seepage, spills, etc.	KingsportTN.gov Website and ConnectKingsport App	
Commercial & Development Community	Pollution Prevention	Plan Review process requirements	
Commercial & Development Community	Impacts on water quality or local storm water management issues	inspection of privately owned SCMs	

**Have you implemented additional public involvement/participation activities?**

Yes

**If Yes, describe the additional activities, participants, management measures and MS4(s) responsible for implementation:**

Annual rainbarrel distribution for residents of Kingsport.

Annual Tree Giveaway for residents of Kingsport.

Both these reduce stormwater runoff.

### **MCM 3: Illicit Discharge Detection & Elimination (IDDE)**

**1. Has an ordinance or other regulatory mechanism been established prohibiting non-stormwater discharges?**

Yes

**1a. Name of ordinance or other regulatory mechanism**

Stormwater Management Ordinance

**1b. Effective date of adoption**

12/20/2016

**2. Has a written plan to detect, identify, and eliminate non-stormwater discharges been established and implemented to include all components of the permit?**

Yes

**2b. Effective date of adoption**

12/06/2016

**3. Has a storm sewer system map been developed to include the minimum mapping requirements?**

Yes

**3a. If Yes, provide most recent date of mapping of MS4 outfalls & receiving streams**

12/30/2020

**4. Does the MS4's PIE plan include procedures to inform public employees, businesses, and the general public of the hazards and damage to water quality associated with illegal dumping and connections to the storm sewer, and the improper disposal of waste?**

Yes

**5. Has a mechanism been developed for the public to report suspected illicit discharges?**

Yes

**If yes, list the mechanism (e.g., hotline number, website URL or other)**

info on KingsportTN.gov website and ConnectKingsport App for phone

### **MCM 4: Construction Site Stormwater Runoff Control**

**1. Has an ordinance or other regulatory mechanism been established to require erosion prevention and sediment controls (EPSCs) from construction activities that result in land disturbance of equal or greater than one acre or less than one acre if part of a larger common plan of development or sale, including sanctions to ensure compliance?**

Yes

**1a. Name of enforcement authority or other mechanism**

City of Kingsport (QLP)

**1b. Title/Code/Citation**

Stormwater Management Ordinance/Division 3/sec 38-139 thru 38-145

**1c. Effective date of adoption**

12/20/2016

**2. Have requirements for construction site operators to implement appropriate erosion and sediment control best management practices and control of waste at the construction site been established?**

Yes

**3. Have procedures for construction site plan (including erosion prevention and sediment controls) review and approval which incorporate consideration of potential water quality impacts been established?**

Yes

**4. Have mechanisms or plans for public access to information on projects and receiving and considering comments from the public on those projects been established?**

Yes

**4a. If Yes, describe**

KingsportTN.gov website and ConnectKingsport App for phone can be used by residents to communicate directly with city staff. Planning Commission meetings and Board of Alderman meetings are open to the public and can be utilized as well.

**5. Have procedures to inspect construction sites and take enforcement actions to correct noncompliance been established?**

Yes

## **MCM 5: Post Construction/Permanent Stormwater Management in New Development and Redevelopment**

---

**1. Has an ordinance or other regulatory mechanism been established to address post construction runoff from new development and redevelopment projects that disturb one or more acres of land, or less than one acre if part of a larger common plan of development**

Yes

**1b. Effective date of adoption**

12/20/2016

**2. Does the SWMP include requirements to ensure long-term operation and maintenance of SCMs for controlling runoff from new development and redevelopment projects?**

Yes

**2b. If yes, provide effective date of adoption**

12/20/2016

**3. Does your program meet all the requirements of State Rule Chapter 0400-40-10?**

No

**4. If your program does not meet all the requirements of State Rule Chapter 0400-40-10 have you already developed an implementation plan that includes a compliance schedule with interim milestones?**

Yes

**4a. If Yes, attach your implementation plan if available**

[KingsportTN\\_PermanentSW\\_ImplementationPlan\\_final.pdf - 11/11/2022 07:23 AM](#)

**Comment**

NONE PROVIDED

**MCM 6: Pollution Prevention/Good Housekeeping For Municipal Operations****1. Indicate if the MS4 has the municipal operations listed below**

Municipal Operation	Included?	Responsible Department/Parties
Streets, roads, highways	Yes	Streets and Sanitation, Traffic
Parking lots	Yes	Streets and Sanitation, Water Services
Maintenance and storage yards	Yes	Streets and Sanitation, Water Services
Fleet or maintenance shops with outdoor storage areas	Yes	Fleet Maintenance
Salt/sand storage locations	Yes	Streets and Sanitation
Snow disposal areas operated by the permittee	No	
Waste disposal, storage, and transfer stations	Yes	Streets and Sanitation

**2. Has an employee training program for employees responsible for municipal operations at these facilities been developed?**

Yes

**3. Has an O&M Facility Plan developed and implemented for these facilities?**

Yes

**Enforcement Response Plan (ERP)****Has an Enforcement Response Plan for all required program elements been established?**

Yes

**Effective date of adoption**

12/06/2016

**ERP Attachment**

[ERP-2017-106.pdf - 09/26/2022 01:40 PM](#)

**Comment**

NONE PROVIDED

**Stormwater Monitoring and Program Evaluation****Monitoring Program Type (see subpart 4.6 of the permit for details)**

Option 1

**Attachments**

Date	Attachment Name	Context	User
11/11/2022 7:23 AM	KingsportTN_PermanentSW_ImplementationPlan_final.pdf	Attachment	AMANDA MCMULLEN
9/26/2022 1:40 PM	ERP-2017-106.pdf	Attachment	AMANDA MCMULLEN

## **RESOLUTION NO. 2017-106**

### **A RESOLUTION AMENDING RESOLUTION NO. 2008-134 OF THE CITY OF KINGSPORT PERTAINING TO AN ENFORCEMENT RESPONSE PLAN FOR THE STORMWATER MANAGEMENT ORDINANCE**

WHEREAS, the Tennessee Department of Environment and Conservation has issued a new NPDES General Permit for Small Municipal Storm Sewer Systems to the City of Kingsport; and

WHEREAS, the permit necessitates some changes to the Enforcement Response Plan.

Now therefore,

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

**SECTION I. That Resolution No. 2008-134 is amended as follows:**

#### **ENFORCEMENT RESPONSE PLAN**

##### **Introduction**

The intent of this document is to provide guidance to city officials in enforcing the stormwater management ordinance. It should be used only as a guide while recognizing that each situation is unique. The provisions of this enforcement response plan are not mandatory. Actual enforcement procedures should consider any unusual aspects of a violation or condition, as well as special characteristics of an enforcement action, in determining the proper response.

While the purpose is to provide guidance for administration of the stormwater management ordinance, it is not intended to limit the judgment and flexibility of the director in determining an appropriate response.

##### **Development Project Plan Review, Approval and Enforcement**

The city conducts site plan review through the development project engineer, including interdepartmental consultations, to ensure comprehensive input. A letter to the developer states the city's response, soliciting any changes to the stormwater management plan. Any changes must be submitted in writing and reviewed by city staff before approval is granted.

The site plan must specifically address in the stormwater management plan how it will comply with performance standards stated in the city's stormwater management ordinance.

To ensure that permanent stormwater BMPs are installed as designed, appropriately stamped as-built certifications must be provided to the director for review and approval prior to the release of a performance bond. The owner must also supply stormwater management facility certification forms, provided by the city, attesting that the facilities are constructed according to the approved design.

##### **NPDES Permit Referrals**

If the city becomes aware that a construction activity, or an industrial stormwater discharge, exists and that the discharge must be permitted under an NPDES permit but is not so permitted, or if the city has not been able, through its enforcement mechanisms and protocol, to bring an NPDES-permitted discharge into compliance with the city's stormwater management ordinance, the city shall notify TDEC of this situation by supplying the following information to the local environmental field office (EFO): construction project or industrial facility location; name of owner or operator; estimated construction project size or type of industrial activity (including SIC

code if known); and records of communication with the owner or operator regarding filing requirements or violation, including the last two follow-up inspections, two notices of violation or administrative orders, and any response from the owner or operator.

### **Complaint Management**

The city investigates all stormwater-related complaints. They are received in several ways; either verbally, by hotline, web page, phone or from other city departments. Ensuing investigations must be initiated within seven days from the receipt of the complaint. Violations documented as a result of complaint investigation will lead to commensurate enforcement activities.

### **Inspection**

The city conducts inspections of permitted or unpermitted sites, activities, or projects to assess compliance with the approved stormwater pollution prevention plan and/or erosion and sediment control plan and evaluate the potential for discharge of sediment and other construction related wastes. Documentation of observations is achieved through the completion of applicable inspection reports. Enforcement occurs by initiation of corrective actions, enforcement actions and penalties, as defined in and per the terms of the City's stormwater management ordinance.

### **Enforcement Tracking**

The city tracks instances of non-compliance either in paper files or electronically. The enforcement case documentation shall include, at a minimum, the following: name of owner/operator; location of construction project or industrial facility; description of violation; required schedule for returning to compliance; description of enforcement response used, including escalated responses if repeat violations occur or violations are not resolved in a timely manner; accompanying documentation of enforcement response; any referrals to different departments or agencies; and date violation was resolved.

### **Chronic Violators**

The city identifies chronic violators of any stormwater management program component and reduces the rate of noncompliance recidivism by tracking the violations, applying incentives and/or disincentives, and increasing the inspection frequency at the owner/operator's site. If corrective actions are not taken, the city pursues progressive enforcement and, if need be, performs the necessary work and assesses against the owner the costs incurred for repairs.

### **Enforcement Responses**

The order of precedence for enforcement responses outlined in this guide should not be construed to prevent the director from taking a stronger action without first implementing less stringent steps, if in his opinion, a more forceful response is necessary.

Minor infractions may be resolved by a verbal warning, or written notice advising the owner/operator/person of the nature of the violation. If such action fails to generate an adequate response by the owner/operator/person, further enforcement actions as provided by the ordinance may be taken.

### **Verbal Warning**

In the case of the most minor violation of a permit or the ordinance, a telephone call or informal meeting may be sufficient to obtain the desired compliance. Verbal warnings should be documented by contemporaneous notes.

### **Written Notice**

A written notice is the lowest level of formal response to a violation. It is intended for minor violations which would not cause harm to the environment.



### Notice of Violation

A notice of violation (NOV) is an official notification to inform a non-compliant owner of a violation of the stormwater management ordinance. Within ten (10) days of receipt of this notice, a written explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the owner to the director. Inspection to ensure performance of any corrective actions may be conducted by the director at his discretion. Submission of this plan in no way relieves the owner of liability for any violations occurring before or after receipt of the notice of violation.

### Administrative Orders

Administrative orders (AO) are enforcement documents which direct owners to perform, or to cease, specific activities. Administrative orders may also invoke a penalty. There are three (3) primary types of administrative orders: consent orders; compliance orders; and cease and desist orders.

A show cause hearing should be offered prior to enforcement of an administrative order or assessment of damages or a civil penalty. The purpose of a show cause hearing is to provide a forum for the owner to present a defense to charges as outlined, or, for the director to obtain additional information from the owner to determine whether to proceed with enforcement.

Consent orders are entered into between the city and the owner to assure compliance as to specific actions to be taken by the owner to correct non-compliance within a specified time period. The director may enter into consent orders, assurances of voluntary compliance or other similar documents establishing an agreement with any owner responsible for noncompliance. Such documents shall include specific action to be taken by the owner to correct the noncompliance within a time period specified in the document. Such documents shall have the same force and effect as orders issued pursuant to Sections 38-87 and 38-.

Compliance orders may be issued when the director finds that an owner has violated, or continues to violate, the ordinance or an order issued thereunder. It is similar to a consent order except that the consent of the owner is not implied in its issuance. When the director finds that an owner has violated or continues to violate any section of this article, or a permit or order issued under this article, the director may issue an order to the owner responsible for the violation directing that the owner come into compliance within a specified time, and such order may include assessment of a penalty to be paid if the owner does not come into compliance within the time provided. Compliance orders also may contain other requirements to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring and management practices designed to minimize the amount of pollutants discharged offsite. A compliance order does not relieve the owner of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against or a prerequisite for taking any other action against the owner.

Cease and desist orders may be issued when the director finds that an owner has violated or continues to violate, the stormwater management ordinance or order issued thereunder. The order shall require that the owner:

- (a) Comply forthwith; and
- (b) Take such appropriate remedial or preventive action as may be needed or deemed necessary to properly address a continuing or threatened violation, including halting operations and terminating the discharge. Issuance of a cease and desist order shall not be a bar against or a prerequisite for taking any other action against the owner.

Administrative orders contain the following components:

- (a) Title - The title specifies the type of order being issued (see below), to whom it is being issued, summarizes the purpose of the order, and contains an identification number.

(b) Legal Authority - The authority under which the order is issued (the stormwater management ordinance).

(c) The Finding of Noncompliance - All violations must be described including the dates, the specific permit and/or ordinance provisions violated, and any damages known and attributable to the violation.

(d) Required Activity - All orders should specify the required actions, such as installation of BMPs, additional inspections, appearance at show cause hearings, etc.

(e) Milestone Dates for Corrective Actions - When compliance schedules are appropriate, all milestone dates must be established including due dates for required written reports.

(f) Supplemental Clauses - The document should contain standard clauses which provide that:

1. Compliance with the terms and conditions of the administrative order shall not be construed to relieve the owner of its obligation to comply with applicable state, federal or local law, or the permit;
2. Violation of the administrative order itself may subject the owner to additional penalties as set out in the stormwater management ordinance;
3. No provision of the order shall be construed to limit the city's authority to issue supplementary or additional orders, or to take action deemed necessary to implement this program or ordinance;
4. The order shall be binding upon the owner, its officers, directors, agents, employees, successors, assigns, and all persons, firms or corporations acting under, through or on behalf of the owner.

Administrative orders issued as a result of a violation of the stormwater management ordinance shall contain a penalty as determined using Tables 'A' and "B" in this document. Administrative orders may also be used to advise an owner of the need to take, or cease, certain actions, and in such case, may or may not be associated with penalties as defined in the ordinance or in this guide.

In accordance with the City of Kingsport Code of Ordinances, section 38-342 a show cause hearing should be offered prior to enforcement of an administrative order or assessment of damages or a civil penalty. The purpose of a show cause hearing is to provide a forum for the owner to present a defense to charges as outlined, or for the director to obtain additional information from the owner to determine whether to proceed with enforcement. An owner may appeal the decision of the director to the stormwater appeals board as permitted by the City of Kingsport Code of Ordinances, section 38-343.

### **Civil Litigation**

Pursuant to Section 38-343 of the stormwater management ordinance, the director may, through the city attorney, petition the appropriate court(s) for issuance of preliminary or permanent injunctions to restrain or compel activities by an owner.

### **Penalties, Administrative or Civil**

The stormwater management ordinance authorizes assessment of penalties not to exceed \$5,000 per violation per day. Additionally, Section 38-87 of the ordinance authorizes the director to assess a civil penalty for actual damages incurred by the city. Before the enforcement of any administrative penalty, a show cause hearing must be offered to the owner.

If a violation results in conditions requiring the expenditure of public funds for mitigation of damages, a penalty shall be assessed in such amount as to offset the public funds so expended. This will in no way reduce or offset the liability of the owner with respect to damages incurred.

### Explanation of Use of Tables

This guide is based primarily on the use of two tables; "A", and "B". Table "A" indicates how point values are assigned for each violation, considering the severity, duration, degree of harm, and compliance history of the owner. All possible violations may not be listed; however, this does not preclude an appropriate enforcement response.

In Table "A", three columns are associated with each listed violation – the "Initial Points" column, the "Repeat Value" column, and the "Cumulative" column. If no history of violations is noted, the value in the "Initial Points" column may be used in conjunction with Table "B" to assess a typical response to the violation.

If the user has a history of similar violations, the initial point value plus the product of the number of previous occurrences times the repeat value should be used as shown in the following formula: Total Point Value (TP) = P + (N x R), where;

P = Initial Point Value for a single violation

N = Number of previous occurrences

R = Repeat Value from Table "A"

Should more than one violation be noted at a time, the cumulative column should be consulted. If violations are cumulative in nature, the sum of the individual point values should be used to judge the response. If not, the greatest individual values should be used to judge response, with the documentation for that response, however, noting all violations.

Once a point value is determined, Table "B" should be consulted for recommended responses. Table "B" provides a schedule of appropriate responses based upon the number of "points" determined by Table "A".

### Example

An owner violates the terms of the stormwater management ordinance. This violation is considered significant and causes harm. Investigation reveals the owner has been cited twice in the past for the same violation: Total Point Value (TP) = P + (N x R)

Therefore: TP = 3 + (2 x 1) = 5

Where 3 = Points charged for isolated but significant discharge from Table "A"

2 = Number of previous occurrences; and

1 = Repeat value from Table "A".

Resulting options: Civil injunction or administrative order with up to \$500.00 penalty.

**TABLE "A"**  
**Response Guide for Violation**

<u>DESCRIPTION OF VIOLATION</u>	<u>INITIAL POINTS</u>	<u>REPEAT VALUE</u>	<u>CUMULATIVE</u>
<b>EROSION PREVENTION AND SEDIMENT CONTROL</b>			
<b>Violation of a single requirement:</b>			
Not significant	1	1	No
Significant, no harm	2	1	Yes
Significant, causes harm	3	1	Yes
<b>Violation of more than one requirement:</b>			
Not significant	2	1	Yes

Significant, no harm	3	1	Yes
Significant, causes harm	4	1	Yes

#### UNAUTHORIZED DISCHARGES

##### Illicit Discharges:

Owner unaware of requirement, no harm	1	N/A	No
Owner unaware of requirement, harm	2	N/A	No
Owner aware of requirement, no harm	2	1	Yes
Owner aware of requirement, harm	3	1	Yes

##### Illicit Connections:

Owner unaware of requirement, no harm	1	N/A	No
Owner unaware of requirement, harm	2	N/A	No
Owner aware of requirement, no harm	2	1	Yes
Owner aware of requirement, harm	3	1	Yes

#### INSPECTION

Entry denied	2	2	Yes
Inspection Records			
Incomplete	1	2	No
Not available	1	2	No

#### MAINTENANCE

Failure to properly operate and maintain BMPs	1	1	Yes
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#### STORMWATER MANAGEMENT

##### Pre-Construction

Failure to obtain NOC	2	1	No
Failure to obtain grading permit	2	1	No
Failure to provide performance bond	2	1	No

##### Construction

Failure to provide water quality SCMs	2	2	No
Failure to provide channel protection	2	2	No
Failure to provide downstream impact analysis	2	2	No

##### Post-Construction

Failure to provide special pollution abatement plan	2	2	No
Failure to provide as-built	2	2	No
Failure to provide covenant	2	2	No

#### TABLE "B" VIOLATION RESPONSE GUIDE

POINT TOTAL	ACTION
1	Written warning
2	Notice of Violation
3	Administrative Order with up to \$150 Penalty
4	Administrative Order with up to \$300 Penalty
5	Administrative Order with up to \$500 Penalty
6	Administrative Order with up to \$1,000 Penalty
7	Administrative Order with up to \$2,000 Penalty

- |    |   |
|----|---|
| 8  | Administrative Order with up to \$3,000 Penalty |
| 9  | Administrative Order with up to \$4,000 Penalty |
| 10 | Administrative Order with up to \$5,000 Penalty |

A cease and desist order may be issued at any time and a civil injunction may be requested at any time, for any violation, if in the opinion of the director in consultation with the city attorney, such action is justified, needed or appropriate.

#### Criminal Action

In cases where criminal acts are suspected by the director, after consultation with the city attorney, information shall be gathered and forwarded to the district attorney of the appropriate county for action. Criminal prosecution, if pursued, shall be in addition to other actions authorized by ordinance.

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

ADOPTED this the 6th day of December, 2016.


ATTEST:

  
ANGELA MARSHALL  
Deputy City Recorder



  
JOHN CLARK, Mayor

APPROVED AS TO FORM:

  
J. MICHAEL BILLINGSLEY, City Attorney

**City of Kingsport, Tennessee**  
**NPDES Permit Tracking #: TNS075388**  
**Small MS4 General Permit, Minimum Control Measure 5, Part 4.2.5.1.d**  
**Post-Construction/Permanent Stormwater Management Implementation Plan**  
November 9, 2022

This document constitutes the Implementation Plan required by the State of Tennessee's Small MS4 General Permit (TNS000000) Minimum Control Measure 5, Part 4.2.5.1.d for the City of Kingsport, TN (City).

**Current Permanent Stormwater Management Program**

The City already has many of the program elements required by Part 4.2.5 of the small MS4 permit, including the requirement to meet the stormwater quality design standard of 80% total suspended solids (TSS) removal and requirements and standards for water quality buffers. **Tables 1 through 4** present highlights of the City's current permanent stormwater management program relevant to Part 4.2.5 of the permit.

**Table 1. Codes and Ordinance Development and Implementation (current program)**

Program Element	Description
Ordinance	<p>The City regulates post-construction stormwater quality and water quality riparian buffers (herein called, vegetated buffers) under the City of Kingsport Code of Ordinances Chapter 38 (Environment), Article III <i>Stormwater Management</i>, henceforth, ordinance. Relevant to Part 4.2.5 of the currently effective small MS4 permit, the ordinance establishes:</p> <ul style="list-style-type: none"><li>the authority to regulate stormwater quality and water quality riparian buffers, and to adopt by reference, an enforceable policy manual titled <i>City of Kingsport Stormwater Management Manual</i>;</li><li>the requirement for new developments and redevelopments that disturb one (1) acre or greater of land or disturb less than one (1) acre but are part of a larger common plan of development or sale that disturbs one (1) acre or greater of land to submit a stamped (by a design professional) stormwater management plan prior to obtaining a land disturbance permit;</li><li>the requirement to prepare the stormwater management plan in keeping with the stormwater management manual; to adhere to the approved stormwater management plan during construction, and amend the plan if modifications to the design are made after its approval;</li><li>the requirement to place SCMs and water quality riparian buffers into a permanent management stormwater easement (to be held by the City) and include them in an executed protective covenant, both of which are recorded with the deed. The easement must of sufficient width for ingress and egress of vehicles and equipment required to maintain SCMs;</li><li>the requirement to treat stormwater runoff in accordance with the stormwater treatment standards and criteria specified in the stormwater management manual;</li><li>the requirement to establish, manage, maintain, and protect (during and after construction water quality riparian buffers as set forth in the ordinance and stormwater management manual;</li><li>the requirement to submit an as-built certification stamped by an appropriate design professional certifying that the constructed condition of SCMs and riparian buffers comply with the approved stormwater management plan and that SCMs will operate as approved. The certification must also include features such as contours, slopes, boundaries, elevations, and computations as proof of compliance;</li><li>right of entry for City staff to inspect for compliance with the ordinance, during and after construction;</li><li>the requirement for owners of SCMs and water quality riparian buffers to inspect and maintain them and to document inspection and maintenance activities, maintaining documentation for three (3) years;</li></ul>



	<ul style="list-style-type: none"> <li>the authority to order or perform corrective actions; and use other enforcement options and graduated actions for non-compliance, including notices of violation, cease and desist orders, civil penalties, and damage assessments.</li> </ul>
Policy Manual	<p>The <i>City of Kingsport Stormwater Management Manual</i> establishes the design standards and plan requirements for stormwater quality treatment and water quality riparian buffers. Relevant to Part 4.2.5 of the effective small MS4 permit, it includes the following:</p> <ul style="list-style-type: none"> <li>policies for development and submittal and revision of the stormwater management and as-built certification, along with checklists of required elements for both;</li> <li>a template for maintenance covenants;</li> <li>establishment of 80% removal of total suspended solids (TSS) as the required design standard, the list of accepted SCMs and their % TSS removal efficiencies, the required equations and parameters to evaluate compliance, and permissible incentives to reduce the required treatment volume;</li> <li>the requirement for third party confirmation of the % TSS removal efficiency for proprietary SCMs; and,</li> <li>requirements for water quality riparian buffer design.</li> </ul>

**Table 2. Procedures for Plans Review and Criteria for Approval (current program)**

Program Element	Description
Plan Review and Approval	<ul style="list-style-type: none"> <li>City of Kingsport Code of Ordinances Chapter 38 (Environment), Article III <i>Stormwater Management</i> requires submittal and approval of a stormwater management plan, which is the design plan that must show compliance with the 80% TSS Removal and water quality riparian buffer design standards.</li> <li>Criteria for stormwater management plan approval in compliance with the requirements of the ordinance and BMP manual (see Table 1 above). Stormwater management plans are not approved until proof of compliance is demonstrated.</li> <li>City staff reviews of submitted stormwater management plans are documented using the City's e-tracking system for permits and plan reviews. The system begins project tracking at the pre-development meeting and documents plan submittal, City review(s), and approval(s). City comments/requirements for modifications to submitted plans are also tracked. Once a plan is approved, it stays within the e-tracking system through construction of the project.</li> </ul>

**Table 3. Procedures for Conducting and Tracking Site Inspections (current program)**

Program Element	Description
Site Inspections	<ul style="list-style-type: none"> <li>City of Kingsport Code of Ordinances Chapter 38 (Environment), Article III <i>Stormwater Management</i> provides right of entry to City staff for the purposes of site inspections and enforcement (see Table 1).</li> <li>City staff inspect SCMs during construction using their e-tracking system to determine whether SCMs are being constructed in keeping with the approved stormwater management plan. Sometimes these inspections are performed with the project's design engineer. Inspections are entered into Cartegraph software. Copies of inspection reports are provided to the site permittees.</li> <li>A final inspection of constructed water quality BMPs is performed prior to acceptance of a Notice of Termination. Inspection documentation is kept in Cartegraph. Also, the stamped record drawing/certification must demonstrate that post-construction water quality BMPs are constructed in keeping with the approved WQMP.</li> </ul>

**Table 4. SCM Operation and Maintenance Policies (current program)**

Program Element	Description
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Inspection & Maintenance	<ul style="list-style-type: none"> <li>City of Kingsport Code of Ordinances Chapter 38 (Environment), Article III <i>Stormwater Management</i> requires SCM owners to inspect and maintain SCMs to their full and intended function and provides right of entry to City staff to inspect SCMs and require corrective actions for non-compliance.</li> <li>The City has an inventory and tracking database of all public and private SCMs in Cartegraph software.</li> <li>SCM inspections are performed by qualified City staff using inspection checklists included in the stormwater management manual. Inspection documentation is entered into Cartegraph.</li> <li>In partnership with the cities of Johnson City, Bristol, and Elizabethton TN, the City has contracted with a consultant to develop a guidance manual on stormwater control measures (SCM) inspection and maintenance for SCM owners. Development of the manual is already underway.</li> </ul>
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## Future Permanent Stormwater Management Program

While the City's current program already contains most of the program elements required in Part 4.2.5 of the currently effective small MS4 General Permit, there are several modifications required. Primarily, the current method for compliance with the 80% TSS removal design standard must be modified to the approach required by the permit. Other, more minor program gaps may also need to be identified and resolved, such as final SCM inspection timeframes and post-construction SCM inspection policies. The City has already taken steps to modify their program by entering into an agreement with a municipal stormwater consultant to assist with planning resolution strategies for program gaps, revision of City of Kingsport Code of Ordinances Chapter 38 (Environment), Article III *Stormwater Management* and the stormwater management manual, and completion of guidance manual for owner/maintainer inspection and maintenance of SCMs.

**Table 5** conveys the milestones for update of the current program to comply with the requirements of Minimum Control Measure 5, Part 4.2.5 of the effective small MS4 permit. A timeline is shown in the right column of the table, showing that program updates will be completed by September 1, 2024. *Interim milestones shown between the dates of submittal of this NOI and September 1, 2024 are subject to change depending on the needs of program update activities.*

**Table 5. Milestones to Update the Permanent Stormwater Program**

Program Elements	Milestones	Milestone Dates
Ordinance, Policies, Procedures, and Support Tools	<ul style="list-style-type: none"> <li>Regulations, policies, and procedures will be examined in light of the requirements of the new permit. These include compliance proof, execution, documentation, and tracking of plan review, site inspection, and post-construction SCM inspection and maintenance.</li> <li>The policies and support tools in the draft guidance manual for SCM inspection and maintenance will be completed to meet the requirements of Part 4.2.5 of the small MS4 permit.</li> <li>City of Kingsport Code of Ordinances Chapter 38 (Environment), Article III <i>Stormwater Management</i> will be revised as necessary to comply with permit conditions. Other City codes may also be revised to support the permit's design standard and related incentives, or to support fee-in-lieu and/or office mitigation programs.</li> <li>The BMP manual (to be renamed SCM manual) will be revised to re-establish the design standard, required calculations and WQMP/record drawing elements, water quality buffer standards, and construction termination requirements.</li> <li>Three draft versions of the ordinance and design manual will be produced and reviewed before finalization and adoption. Ordinance adoption will, by reference, enact the revised SCM manual and the new SCM inspection and maintenance manual.</li> </ul>	<p>SCM inspection &amp; maintenance guidance manual completion: Summer 2023</p> <p>Draft 1 documents: August 2023</p> <p>Draft 2 documents: October 2023</p> <p>Draft 3 documents: January 2024</p> <p>Procedural changes will be made throughout the above listed timeline.</p> <p>City Council adoption of final ordinance no later than September 1, 2024</p>



## AGENDA ACTION FORM

### Submittal of the Qualifying Local Program (QLP) for Construction Site Stormwater Runoff to the Tennessee Department of Environment and Conservation

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

Action Form No.: AF-360-2022  
 Work Session: December 5, 2022  
 First Reading: N/A

Final Adoption: December 6, 2022  
 Staff Work By: A. McMullen/C. Austin  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

The Tennessee Department of Environment and Conservation (TDEC), Division of Water Resources has a program that allows Municipal Separate Storm Sewer Systems (MS4), such as Kingsport, to apply as a Qualifying Local Program (QLP). Once approved the program allows the MS4 to review, approve, and permit private developer's Stormwater Pollution Prevention Plans (SWPPP), as well as monitor their construction activities. Once the MS4 approves the plans, developers will not have to submit their plans to TDEC for additional approval, therefore saving time in the construction process.

Kingsport has been participating as a QLP since 2016. There are only seven systems in Tennessee acting as a QLP.

#### Attachments:

1. Resolution
2. QLP Application

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: *me*

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION APPLICATION FOR A QUALIFYING LOCAL PROGRAM FOR CONSTRUCTION SITE STORMWATER RUNOFF AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE APPLICATION

WHEREAS, the Tennessee Department of Environment and Conservation (TDEC), Division of Water Resources has a program that allows Municipal Separate Storm Sewer Systems (MS4), such as Kingsport, to apply as a Qualifying Local Program (QLP); and

WHEREAS, once approved the program allows the MS4 to review, approve, and permit private developer's Stormwater Pollution Prevention Plans (SWPPP), as well as monitor their construction activities; and

WHEREAS, once the MS4 approves the plans, developers will not have to submit their plans to TDEC for additional approval, therefore saving time in the construction process; and

WHEREAS, the city has been recognized as a Qualifying Local Program since 2016.

Now therefore,

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

SECTION I. That the Application for a Qualifying Local Program for Construction Site Stormwater Runoff to the Tennessee Department of Environment and Conversation, Division of Water Resources 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 Tennessee Department of Environment and Conservation (TDEC), Division of Water Resources, Application for a Qualifying Local Program for Construction Site Stormwater Runoff, to deliver the application 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 application and this resolution.

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

SECTION IV. That 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 6th day of December, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC)**

Division of Water Resources

312 Rosa L. Parks Avenue, Nashville, Tennessee 37243

1-888-891-8332 (TDEC)

**Application for a Qualifying Local Program (QLP) for Construction Site Stormwater Runoff**

This form is required to be submitted when an operator of a Tennessee NPDES Municipal Separate Storm Sewer System (MS4) is applying for approval as a QLP related to stormwater discharges associated with construction activity. When applying, you must provide a completed signed application form (CN-1374) and the required attachments to TDEC electronically by email to [water.permits@tn.gov](mailto:water.permits@tn.gov). Flag the portions of the ordinance or regulatory mechanism that is directly relevant to your application.

**PART I – ADMINISTRATIVE INFORMATION**

City of Kingsport

**Name of MS4 (Municipality)**

Patrick Shull

MS4 Permit Tracking No.

Mayor

Name of Municipal Principal Executive Officer or Ranking Elected Official

Title

( 423 ) 229 - 9412

PatShull@KingsportTN.gov

Telephone (including area code)

Email Address

415 Broad Street

Mailing Address

Kingsport

TN

37660

City

State

ZIP code

Chad Austin

Assistant Utilities Director

**Name of MS4 QLP Program Contact Person**

Title

( 423 ) 224 - 2509

ChadAustin@KingsportTN.gov

Telephone (including area code)

Email Address

1113 Konnarock Road

Mailing Address

Kingsport

TN

37664

City

State

ZIP code

**PART II – ATTACHMENT CHECKLIST**

This application must include the following as attachments:

Construction stormwater ordinance or regulatory mechanism for violations, including civil penalties and procedures



Construction site compliance inspection and documentation procedures



SWPPP/EPSC plan review and approval procedures



Enforcement Response Plan



Construction site tracking and inventory procedures



Public Information/Public Input Process



Copies of Level I & II Certifications for appropriate staff

**PART III – CERTIFICATION AND SIGNATURE OF RESPONSIBLE CORPORATE OFFICER**

This application must be signed by either a principal executive officer or ranking elected official.

*I certify under penalty of law that I have personally examined and I am familiar with the information submitted in this form and the attached documents; and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

Signature

Mayor

Title

Date



Construction stormwater ordinance or regulatory mechanism for violations, including civil penalties and procedures

Described in Sec. 38-331 through Sec. 38-341 of Stormwater Ordinance (dated December 20, 2016). See following 4 pages.

Also described in Enforcement Response Plan.

the municipal separate storm sewer system that would be a violation of the city's NPDES general permit for discharges from small municipal separate storm sewer system or would cause the city to be in violation of its permit.

**Secs. 38-310 - 38-330. Reserved.**

**DIVISION 10. ENFORCEMENT**

**Sec. 38-331. Remedies nonexclusive.**

The remedies provided for in this article are not exclusive and the director may take any, all or any combination of these actions against a noncompliant owner. The director is empowered to take more than one enforcement action against any noncompliant owner that is in violation.

**Sec. 38-332. Adoption of enforcement response plan.**

An enforcement response plan, including a schedule of civil penalties which may be assessed for certain specific violations or categories of violations, shall be established by resolution of the board of mayor and aldermen. Any civil penalty assessed to a violator pursuant to this section may be in addition to any other penalty assessed by a state or federal authority.

**Sec. 38-333. Show cause hearing.**

An owner that has been issued an assessment of damages or civil penalty or order under this article may within ten days from such action submit a written request to appear before the director and show cause why the proposed enforcement action should not be taken. Upon receipt by the director of a timely request for a show cause hearing the director shall within a reasonable time notify the owner of the time and place for the hearing. In the written request for a show cause hearing the owner is responsible for providing the director an address, email address, fax number, or such for the receipt of the notice of the show cause hearing. A show cause hearing shall not be a bar against or prerequisite for the director taking any other action against the owner, but, except as otherwise provided by section 38-346, an offer of a show cause hearing by the director shall be made before taking further action on the administrative order or assessment of damages or civil penalties.

**Sec. 38-334. Appeals process.**

(a) Except in emergency suspensions pursuant to section 38-346, any owner against whom an assessment for damages or civil penalty or order has been made for a violation of this article, or a permit denied, revoked, suspended by the director, shall have 30 days after having been notified of the assessment or order, or after a permit has been denied, revoked or suspended, to appeal the action to the stormwater appeals board by filing with the city recorder a written petition for appeal setting forth the grounds and reasons for the appeal, and the owner shall serve a copy of the petition for appeal on the director. The failure to serve the city recorder within 30 days with the written petition for appeal is jurisdictional, and if an appeal is not taken within the 30 days the matter shall be final.

(b) Upon receipt of a written petition for appeal the city recorder shall give the owner 30 days written notice of the time and place of the hearing. The director and the owner may agree to a continuance of the hearing; a continuance will be granted when there are not at least three members of the appeals board present for the hearing; the chairman of the appeals board may grant a continuance of the hearing for good cause shown; or as may otherwise be governed by its rules of procedure.

(c) An appeal to the appeals board shall be a de novo review.

(d) The appeals board shall have the authority to establish written rules of procedure for the conduct of its hearings, provided hearings before the appeals board shall be conducted in accordance with the following:

(1) The presence of at least three members of the appeals board shall be necessary to conduct a hearing.

(2) A verbatim record of the proceedings shall be taken. The transcript so recorded shall be made available to any party upon prepayment of a charge adequate to cover the costs of preparation.

(3) In connection with the hearing, subpoenas shall be issued in response to any reasonable request by any party to the hearing requiring the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing. In case of contumacy or refusal to obey a notice of hearing or subpoena issued under this section, the chancery court shall have jurisdiction, upon application of the appeals board or the director, to issue an order requiring such person to appear and testify or produce evidence as the case may require, and any failure to

obey such order of the court may be punished as contempt under law.

(4) Testimony before the appeals board shall be given under oath or affirmation, but the rules of evidence shall not apply.

(5) On the basis of the evidence produced at the hearing, the appeals board shall by majority vote of the members present make findings and enter such decisions and orders as in its opinion will best further the purposes of this article, which shall be done orally at the hearing or, if recessed, when the hearing is reconvened.

Such decisions and orders of the appeals board shall be reduced to writing, signed by one of the members present at the hearing and filed with the city recorder, as an official act of the appeals board, which writing shall be maintained in the permanent records of the city recorder and shall serve as entry of the decision. A copy shall be delivered to the director and the petitioner or mailed to them at their last known addresses.

(6) Any person to whom an emergency order is directed pursuant to section 38-346 shall comply therewith immediately, but on petition to the appeals board shall be afforded a hearing not later than three working days from the receipt of such petition.

#### **Sec. 38-335. Civil penalties.**

(a) Pursuant to T.C.A. § 68-221-1106(a), any owner in violation of the provisions of this article shall be subject to a civil penalty of not less than \$50.00 or more than \$5,000.00 per day for each day of violations. Each day of violation may constitute a separate violation. This penalty may be determined by application of the enforcement response plan as defined in section 38-341.

(b) The director may recover reasonable attorney's fees, court costs and other expenses associated with enforcement of this article and the cost of any actual damages incurred by the city.

(c) In determining the amount of the penalty to assess, the director shall consider the factors listed in section 38-345, the enforcement response plan and may consider all relevant circumstances, including but not limited to the extent of harm caused by the violation, the magnitude and duration of the violation, the compliance history of the owner and any other factor provided by law.

#### **Sec. 38-336. Method of assessment for noncompliance.**

Civil penalties shall be assessed in the following manner:

(1) The director may issue an assessment against any owner responsible for the violation;

(2) Any person against whom an assessment has been issued may secure a review of said assessment by filing with the director a written petition setting forth the grounds and reasons for their objections and asking for a hearing on the matter before the appeals board. If a petition for review of the assessment is not filed within 30 days after the date the assessment is served, the owner shall be deemed to have consented to the assessment and it shall become final;

(3) If any assessment becomes final because of an owner's failure to appeal the city's assessment, the director may apply to the appropriate court for a judgment and seek execution of said judgment, and the court in such proceedings shall treat a failure to appeal such assessment as a confession of judgment in the amount of the assessment. Upon final order, if payment is not made, the director may issue a cease and desist order;

(4) In assessing a civil penalty, the following factors may be considered:

- a. The harm done to the public health or the environment;
  - b. Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
  - c. The economic benefit gained by the violator;
  - d. The amount of effort put forth by the violator to remedy this violation;
  - e. Any unusual or extraordinary enforcement costs incurred by the city;
  - f. The amount of penalty established by ordinance or resolution for specific categories of violations;
- and

g. Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment;

(5) Damages may also include any expenses incurred in investigating and enforcing the requirements of this article; removing, correcting and terminating any discharge or connection; and also compensation for any actual damages to the property or personnel of the city caused by the violation, and any reasonable expenses incurred in investigating and enforcing violations of this article.

(6) Where the director has issued progressive enforcement to achieve compliance with this article, and in the judgment of the director such has not been successful, the director may refer the violation to TDEC.

#### **Sec. 38-337. Emergency suspensions.**

(a) Under this article, if the director finds that an emergency exists imperatively requiring immediate

action to protect the public health, safety or welfare; the health of animals, fish or aquatic life, or a public water supply; the director may, without prior notice, issue an order reciting the existence of such an emergency and requiring that such action be taken as the director deems necessary to meet the emergency, including suspension of a permit issued under this article.

(b) Any owner notified of a suspension shall immediately eliminate the violation. If an owner fails to immediately comply voluntarily with the suspension order, the director may take such steps as deemed necessary to remedy the endangerment. The director may allow the owner to recommence when the owner has demonstrated to the satisfaction of the director that the period of endangerment has passed.

(c) An owner that is responsible, in whole or in part, for any discharge or connection presenting imminent danger to the public health, safety or welfare; the health of animals, fish or aquatic life, or a public water supply; shall submit a detailed written statement, describing the causes of the harmful discharge or connection and the measures taken to prevent any future occurrence, to the director prior to the date of any show cause hearing under section 38-342.

(d) Nothing in this article shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

(e) Any owner whose permit or operation is suspended pursuant to this section, on petition to the appeals board, shall be afforded a hearing as soon as possible, but in no case shall such hearing be held later than three working days from the receipt of such a petition by the director.

#### **Sec. 38-338. Financial assurance.**

(a) A performance bond and/or certificate of occupancy which guarantees satisfactory completion of construction work related to stormwater management facilities, channel protection, buffer zones and any BMP's shall be required. Prior to release of the performance bond and/or certificate of occupancy, the owner shall provide the city with an accurate as-built of the property and an executed protective covenant for all BMPs, buffer zones and areas that a final operations and maintenance plan, which shall include an executed legal document entitled covenants for permanent maintenance of stormwater facilities and BMP's. The owner shall record these items in the office of the county register of deeds. The location of the stormwater management facilities, BMP's, vegetated buffers, water quality volume credit areas and the water quality easements associated with these facilities/areas shall be shown on a plat that is also recorded in the office of the county register of deeds.

(b) Performance bonds shall name the city as beneficiary and shall be guaranteed in the form of a surety bond, cashier's check or letter of credit from an approved financial institution or insurance carrier. The surety bond, cashier's check or letter of credit shall be provided in a form and in an amount to be determined by the director. The actual amount shall be based on submission of plans and estimated construction, installation or potential maintenance and/or remediation expenses.

(c) The city recorder may refuse brokers or financial institutions the right to provide a surety bond, cashier's check or letter of credit based on past performance, ratings of the financial institution or other appropriate sources of reference information.

(d) The director may decline to approve a plan or issue or reissue a permit to any owner who has failed to comply with any section of this article, a permit or order issued under this article unless such owner first files a satisfactory bond, payable to the city, in a sum not to exceed a value determined by the director to be necessary to achieve consistent compliance.

#### **Sec. 38-339. Injunctive relief.**

When the director finds that an owner has violated or continues to violate any section of this article, or a permit or order issued under this article, the director may petition the appropriate court, through the city attorney, for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the permit, order or other requirement imposed by this article on activities of the owner. The director may also seek such other action as is appropriate for legal and equitable relief, including a requirement for the owner to conduct environmental remediation. A petition for injunctive relief shall not be a bar against or a prerequisite for taking any other action against an owner.

#### **Sec. 38-340. Additional stay.**

The appeals board may grant an additional continuance and stay beyond that set out in section 38-343 upon the request of an owner and upon the posting of an appeal bond payable to the city in a sum to be determined by the director as necessary to protect the interests of the city.

**Sec. 38-341. Appeal and judicial review.**

The alleged violator may appeal a decision of the appeals board pursuant to the provisions of T.C.A. § 27-8-101 et seq.

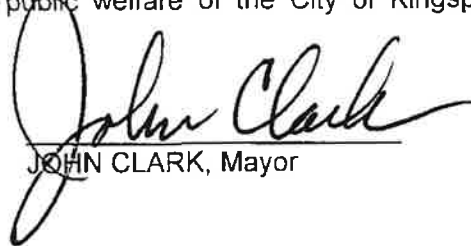
SECTION II. It is hereby declared that the sections, clauses, sentences and parts of this ordinance are severable, are not matters of mutual essential inducement, and any of them shall be excised if the ordinance would otherwise be unconstitutional or ineffective. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

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.

ATTEST:

  
ANGELA MARSHALL  
Deputy City Recorder



  
JOHN CLARK, Mayor

APPROVED AS TO FORM:

  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: December 6, 2016

PASSED ON 2ND READING: December 20, 2016

### SWPPP/EPSC plan review and approval procedures

Upon receipt of a signed NOI, SWPPP, and sealed civil construction plans, the Utilities Engineering Group ensures that the documents and plans meet the minimum requirements of the CGP.

Review of the SWPPP/NOI is accomplished using a SWPPP/NOI checklist (See following 4 pages).

The civil plans are thoroughly reviewed to ensure that the EPSC plan sheets are in accordance with the MS4 Permit, SWPPP, the Stormwater Management Ordinance, the Stormwater Management Manual and the CGP. Any deviations from the standards are written up as comments and returned to the originating design professional for resolution.

After all comments have been satisfied, a pre-construction meeting is held and a Notice of Coverage issued for the project. No grading is allowed until the Pre-Con is completed and the NOC executed.





CITY OF KINGSFORT STORMWATER DIVISION  
415 BROAD STREET  
KINGSFORT, TN 37660  
423-229-9845



**Notice of Intent (NOI) & Stormwater Pollution Prevention Plan (SWPPP) Checklist for Construction General Permit Activities (CGP)**

Date Received: \_\_\_\_\_ Staff Review Completion Date: \_\_\_\_\_ New NPDES Tracking Number: \_\_\_\_\_ MS4 Jurisdiction: \_\_\_\_\_

Reviewer: \_\_\_\_\_ Number of Disturbed Acres: \_\_\_\_\_ Project No./Name: \_\_\_\_\_

Unavailable Parameter Waters: Yes ☐ No ☐ Exceptional Waters: Yes ☐ No ☐ T & E Species: Yes ☐ No ☐ Fee: Yes ☐ No ☐

This checklist pertains to the current CGP and is used during the NOI/SWPPP review process to help determine whether the submittal provides enough information to grant a Notice of Coverage under the permit. This checklist does not specifically address every condition of the permit or preclude the QLP from asking for additional information.

NOI Requirements (Section 3)		Yes	No	SWPPP Requirements		CGP pg #
Yes	No			For comprehensive SWPPPs - All foreseeable construction-related activities are addressed [1.4.2]		6
				Plans and specs for structural control measures have been prepared and stamped by Professional Engineer or Landscape Architect [5.2]		25
				Includes engineering design of sediment basin/controls for projects draining 10 acres or greater (5 acres if unavailable parameter/exceptional waters) [5.2]		25
				Includes Quality Assurance Site Assessment requirement criteria if applicable [5.5.3.8]		36
				SWPPP signed by a person described in Section 8.7 or by a duly authorized representative of that person [5.3.3]		26
				Permittee shall make updated plans and inspection reports available upon request [5.3.4]		26
				Location where the NOC is to be posted, with project description, contact info, and SWPPP location if the plan is to be located offsite. [5.3.4]		26
				SWPPP modifications due to change in project scope, ineffectiveness, new operator, proposed protected species, or new TMDL [5.4.1]		27
				Includes a description of all construction activities (not just grading and street construction) [5.5.1.a]		28
				Estimates of the total area of the site and the total area that is expected to be disturbed by excavation, grading, filling etc. [5.5.1.b]		28
				Description of the topography of the site including an estimation of the percent slope and the variation in percent slope found on site [5.5.1.c]		28
				Estimate of drainage area (acres) serving each outfall [5.5.1.c]		28
				Data describing the soil and how the type will dictate needed control measures and the expected quality of discharge from the site [5.5.1.d]		28
				Pre and post construction runoff coefficients and how potential erosion at the permanent outfall and receiving stream will be handled [5.5.1.e]		28
				EPSC plan depicts disturbance limits, buffer zones, watershed drainage patterns, and drainage area serving each outfall [5.5.1.f]		28
				A description of any discharge associated with industrial activity other than construction storm water that originates on site and the location of that activity and its permit number; [5.5.1.g]		28

Yes	No	Ref.	SWPPP Requirements (Continued)	CGP pg#
			Identification of any streams, sinkholes or wetlands on or adjacent to the project, a description of any anticipated alteration of these waters and the permit number or the tracking number of the Aquatic Resources Alteration Permit (ARAP) or Section 401 Certification issued for the alteration. [5.5.1.h]	29
			Name of the receiving waters and identification if those receiving waters have unavailable parameters for siltation and habitat alteration due to in-channel erosion or are Exceptional Tennessee Waters [5.5.1.i, 5.5.1.j, 5.5.1.k]	29
			If applicable, clearly identify and outline the buffer zones established to protect waters of the state located within the boundaries of the project [5.5.1.l]	29
			A description of the construction phasing/other requirements for projects of more than 50 acres (Subsection 5.5.3.2 and 5.5.3.3). [5.5.1.m]	29
			The timing of the planting of the vegetation cover must be discussed in the SWPPP if permanent or temporary vegetation is to be used as a control measure. Planting cover vegetation during winter months or dry months should be avoided. [5.5.1.n]	29
			Includes a description of appropriate erosion prevention and sediment controls (EPSCs) and the general timing of implementation [5.5.2]	29
			Includes 3-phase EPSC plan sheets (Initial Grading, Interim Grading and Final Grading/Permanent Stabilization) (with exceptions) [5.5.2]	29-30
			Erosion prevention controls shall be designed to eliminate to the maximum extent practicable the dislodging and suspension of soil in water. Sediment controls shall be designed to retain mobilized sediment on site to the maximum extent practicable. [5.5.3.1.a]	30
			Control measures have been properly selected in accordance with manufacturer's specifications & good engineering practices [5.5.3.1.b]	30
			Methods described to remove off-site accumulation of sediment [5.5.3.1.c]	30
			Specifies removal of trapped sediment from sediment controls when design capacity has been reduced by 50%. [5.5.3.1.d]	30
			Specifies erodible material storage areas (e.g., overburden and stockpiles of soil) and borrow pits that are used primarily for the permitted project are to be considered a part of the site and shall be identified on the NOI and addressed in the SWPPP. [5.5.3.1.e]	30
			Specifies Pre-Construction vegetative ground cover shall not be destroyed, removed or disturbed more than 14 days prior to commencement of grading or earth moving activities unless the area is subsequently temporarily or permanently stabilized. [5.5.3.1.f]	31
			Specifies Clearing and Grubbing must be held to the minimum necessary for grading and equipment operation, that Existing vegetation at the site shall be preserved to the maximum extent practicable and the limits of soil disturbance shall be clearly outlined in the SWPPP and the areas to remain undisturbed clearly indicated on the site, with the methods to be used to mark these areas described in the SWPPP. [5.5.3.1.g]	31
			Specifies Construction must be sequenced to minimize the exposure time of graded or denuded areas [5.5.3.1.h]	31
			Specifies EPSCs will be implemented before earth-moving begins [5.5.3.1.i]	31
			Specifies Off-site vehicle tracking of sediment and the generation of dust shall be minimized and that a stabilized construction access shall be described and implemented to reduce the tracking of mud and dirt onto public roads by construction vehicles. [5.5.3.1.j]	31
			Specifies posting near the main entrance of the construction site a copy of the NOC with the NPDES permit tracking number, a name or company name; E-mail address (if available); telephone number and address of the project site owner/operator or a local contact person and the location of the SWPPP. [7.2.1]	44
			Maintain records of grading, construction, stabilization, inspection and rainfall [7.2.1]	45
			Maintain a rain gauge and rainfall records at the site, or use a reference site [7.2.1]	45
			Specifies stabilization within 14 days (7 days for ≥35% slopes) on site areas where construction has temporarily/permanently ceased [5.5.3.4]	33
			EPSCs have been designed to control the rainfall and runoff from a 2-year, 24-hour storm according to the size of the drainage area [5.5.3.5]	34
			Specifies sediment basins for construction sites with drainage areas ≥10 acres [5.5.3.5]	34
			No solid materials shall be placed in waters of the state, except as authorized by a section 404 and/or ARAP permit [5.5.3.7.a]	36

Yes	No	Ref.	SWPPP Requirements (Continued)	CGP pg#
			EPSC controls for installation of any waste disposal systems on site, or sanitary sewer or septic system, are described [5.5.3.7.b]	36
			A description of construction and waste materials expected to be stored on-site and controls used to reduce pollutants from materials stored on site [5.5.3.7.c]	36
			Require certified inspectors by the permittee [5.5.3.10]	37
			Specifies inspections of outfalls/EPSC measures at least twice weekly and at least 72 hours apart [5.5.3.11.a]	38
			Specifies Outfall points shall be inspected to determine whether EPSC measures are effectively preventing sediment discharges off-site or impacts to receiving waters (objectionable color contrast). [5.5.3.11.d]	38
			Specifies that vegetation, EPSCs & other protective measures are repaired, replaced, or modified before the next rain event; in no case more than 7 days after the need is identified [5.5.3.11.e]	38
			Identify and ensure implementation of appropriate pollution prevention measures for non-stormwater discharges [5.5.3.12]	39
			Documentation supporting a determination of permit eligibility with regard to waters that have an approved TMDL [5.4.1.f]	27
			A 30' average, minimum 15' natural riparian buffer zone adjacent to all waterbodies on/adjacent to the construction site be preserved [4.1.2]	26
			Measures to prohibit discharge of concrete washout, wash water, building materials, chemicals and sanitary waste [4.1.5,6]	28

Yes	No	Ref.	SWPPP Requirements for Discharge Quality (Section 6)	CGP pg #
			Specifies that discharge(s) of hazardous substances or oil in the stormwater shall be prevented or minimized and that violations must be reported in accordance with 40 CFR 117 and 40 CFR 302. [6.1]	40
			Specifies that construction activity will be carried out in such a manner that there shall be no distinctly visible solids, scum, foam, oily slick, or the formation of slimes, bottom deposits, or sludge banks of such size or character as may be detrimental to fish and aquatic life. [6.3.2.b]	40
			Specifies stormwater discharge must not contain total suspended solids, turbidity, or color in such amounts or character that will result in any objectionable appearance compared to the turbidity or color of the receiving water, considering the nature and location of the water. [6.3.2.c]	41
Yes	No	Ref.	<b>SWPPP Requirements for Discharges into Unavailable Parameter or Exceptional TN Waters</b>	CGP pg #
			Specifies that EPSCs proposed for the site have been designed to control storm runoff generated by a 5-year, 24-hour storm event [6.4.1.b]	41
			Specifies sediment basins for construction sites with drainage areas ≥5 acres that discharge to unavailable or exceptional waters [6.4.1.e]	42
			A 60' average, minimum 30' natural riparian buffer zone adjacent to all unavailable or exceptional waters on/adjacent to the construction site be preserved [4.1.2] [6.4.2]	42
Yes	No	Ref.	<b>SWPPP Requirements for Permanent (Post-Development) Stormwater Management</b>	CGP pg #
			Specifies velocity dissipation devices at discharge locations and along the length of any outfall channel [5.5.3.5]	35
			Includes technical basis used to select velocity dissipation devices where flows exceed predevelopment levels [5.5.3.5]	35

Identification indicators of possible streams or wetlands using site information and resources include:

1. Contour and stream indicators on USGS TOPO maps
2. Drainage area to a defined conveyance (20 acres east TN/40 middle TN/ 75 west TN),
3. Aerial photography identifying a sinuous tree line or grouping of remaining forest in an agricultural setting
4. Springhouse/box
5. Comparable nearby drainage that has previously been determined to have a stream
6. Onsite or adjacent ponds or impoundments
7. Check EFO HD GIS for previous determinations
8. NRCS soil maps or Web Soil Survey:  
(<http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>)
9. Wetlands on National Wetlands Inventory:  
(<http://www.fws.gov/wetlands/data/mapper.HTML>)

If sufficient indicators exist, a stream determination may need to be performed. Stream determinations must be performed by a Qualified Hydrologic Professional: (<http://tnhdt.org/>).

Comments

### Construction site tracking and inventory procedures

Once construction plans are approved, an NOC is issued by the Stormwater Department (See example on following pages). The site is added to a spreadsheet, along with all required information, and this spreadsheet is submitted quarterly to TDEC. The site is also added into our Cartegraph software as a Work Order, under which all inspection tasks are filed (See screenshot on following pages).



## NOTICE OF COVERAGE

Under

**City of Kingsport, Tennessee**  
415 Broad Street, Kingsport, TN 37660

And

**The State of Tennessee, General NPDES Permit for Stormwater Discharges  
Associated with Construction Activity (TNR100000)**

**QLP Tracking Number:**

**TNQ060061**

Under authority of the Tennessee Water Quality Control Act of 1977 (T.C.A. 69-3-101 et seq.) and the delegation of authority from the United States Environmental Protection Agency under the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (33 U.S.C. 1251, et seq.):

Name of the Construction Project:

Edens Ridge Substation

Permittee Name:

Kelli Boren

Contractor(s):

New River Electrical Corporation

is authorized to discharge stormwater associated with  
construction activity from the site located at:

1524 Cooks Valley Road  
Kingsport, TN

to receiving waters named:

Patrick Henry Lake

in accordance with effluent limitations, monitoring requirements and other conditions set forth herein.

Likely presence of threatened or endangered species in  
one mile radius:

No

Additional pollution prevention requirements apply for discharges into waters identified as:

a) impaired by siltation: No    b) discharging into Exceptional Tennessee waters: No

Your coverage under the CGP shall become effective on 2 August 2022, and shall be terminated upon receipt of  
Notice of Termination.

Will Stallard, Civil Engineer  
Water Service Division- City of Kingsport QLP





ID	Description	Owner	Full Name	Status	Tasks	Progress	Repeat	Entered By	Department	Assigned To	Entry Date
13676	TNG060241 - Hyatt Court	2835	Amanda Mc	In Progress	14	<div></div>	14 of 14	O	AmancaMcM	Storm Water	6/12/2021 11
13715	TNG060243 - Harts Crossing	2835	Amanda Mc	In Progress	13	<div></div>	13 of 13	O	AmancaMcM	Storm Water	6/17/2021 11
14776	TNG060241 - Cox Vg	2835	Amanda Mc	In Progress	20	<div></div>	19 of 20	O	AmancaMcM	Storm Water	6/17/2021 11
13185	TNG060236 - Grandy Place Subdivision	3249	Bradley Owe	In Progress	13	<div></div>	12 of 13	O	BradOwens	Storm Water	6/3/2021 12
13175	TNG060235 - North Park Housing Development	3249	Bradley Owe	In Progress	13	<div></div>	12 of 13	O	BradOwens	Storm Water	6/2/2021 10
13439	TNG060233 - Westgate Housing Development	2835	Amanda Mc	In Progress	13	<div></div>	12 of 13	O	AmancaMcM	Storm Water	7/6/2021 12
13176	TNG060231 - Miller Park	3249	Bradley Owe	In Progress	21	<div></div>	22 of 23	O	BradOwens	Storm Water	6/2/2021 10
13436	TNG060229 - Wolf Hills Subdivision	2835	Amanda Mc	In Progress	17	<div></div>	17 of 17	O	AmancaMcM	Storm Water	7/6/2021 12
13558	TNG060219 - Cherokee Bend	2835	Amanda Mc	In Progress	20	<div></div>	20 of 20	O	AmancaMcM	Storm Water	1/11/2019 5
13047	TNG060210 - Wilkaster Property	2076	Dan Wainel	In Progress	21	<div></div>	21 of 21	O	DanWainel	Storm Water	8/7/2016 6 4

Copies of Level I & II Certifications for appropriate staff

See following page for photos of certification cards.



Tennessee Erosion Prevention & Sediment Control Program

Alys Dobbins

Is a Level 2 EPSC Design Certified Personnel

Certification # 145754-D2 Expires: 12/31/2024



Tennessee Erosion Prevention & Sediment Control Program

Will Stallard

Is a Level 2 EPSC Design Certified Personnel

Certification # 145802-D2 Expires: 12/31/2024



Tennessee Erosion Prevention & Sediment Control Program

Alys Dobbins

Is a Fundamentals of EPSC Level 1 Certified Personnel

Certification # 145754 Expires: 2024-12-31



Tennessee Erosion Prevention & Sediment Control Program

Will Stallard

Is a Fundamentals of EPSC Level 1 Certified Personnel

Certification # 145802 Expires: 2024-12-31



Tennessee Erosion Prevention & Sediment Control Program

Harris Darby

Is a Level 2 EPSC Design Certified Personnel

Certification # 145755-D2 Expires: 12/31/2024



Tennessee Erosion Prevention & Sediment Control Program

Harris Darby

Is a Fundamentals of EPSC Level 1 Certified Personnel

Certification # 145755 Expires: 2024-12-31



Tennessee Erosion Prevention & Sediment Control Program

AMANDA MCMULLEN

Is a Fundamentals of EPSC Level 1 Certified Personnel

Certification # 135838 Expires: 2025-12-31

### Construction site compliance inspection and documentation procedures

A qualified member of Stormwater staff inspects all active priority construction sites one time per month. The following 3 page form is used to document the condition of the site. A Stormwater Inspection task is also documented in Cartegraph (our asset management software). All other construction sites are visited on a routine basis to ensure compliance with the GCP.



CITY OF KINGSPORT STORMWATER DIVISION  
415 BROAD STREET.  
KINGSPORT, TN 37660  
423-229-9845



**General NPDES Permit for Stormwater Discharges from Construction Activities (CGP)**  
**Construction Stormwater Inspection Certification (Twice-Weekly Inspections)**

<b>Site or Project Name:</b>		<b>NPDES Tracking Number:</b>
Primary Permittee Name:		Date of Inspection:
Current approximate <u>disturbed</u> acreage:	Has rainfall been checked/documented daily? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of Inspector:
Current weather/ground conditions:	Rainfall total since last inspection:	Inspector's TNEPSC Certification Number:
Site Assessment <input type="checkbox"/> Yes <input type="checkbox"/> No	Assessor's TN PE registration number:	Assessor's TNEPSC Level II/CPESC number:

<b>Check the box if the following items are on-site:</b>	
<input type="checkbox"/>	Notice of Coverage (NOC)
<input type="checkbox"/>	Stormwater Pollution Prevention Plan (SWPPP)
<input type="checkbox"/>	Weekly inspection documentation
<input type="checkbox"/>	Site contact information
<input type="checkbox"/>	Rain Gage
Off-site Reference Rain Gage Location	

**Best Management Practices (BMPs):**

<b>Are the Erosion Prevention and Sediment Controls (EPSCs) functioning correctly?</b>				
If "No," describe below in Comment Section				
1.	Are all applicable EPSCs installed and maintained per the SWPPP per the current phase?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
2.	Are EPSCs functioning correctly at all disturbed areas/material storage areas? (permit section 4.1.5)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
3.	Are EPSCs functioning correctly at outfall/discharge points such that there is no objectionable color contrast in the receiving stream, and no other water quality impacts? (permit section 5.3.2)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
4.	Are EPSCs functioning correctly at ingress/egress points such that there is no evidence of track out?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
5.	If applicable, have discharges from dewatering activities been managed by appropriate controls? (permit section 4.1.3) If "No," describe below the measure to be implemented to address deficiencies.	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.	If construction activity at any location on-site has temporarily/permanently ceased, was the area stabilized within 14 days? (permit section 3.5.3.2) If "," describe below each location and measures taken to stabilize the area(s).	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.	Have pollution prevention measures been installed, implemented, and maintained to minimize the discharge of pollutants from wash waters, exposure of materials and discharges from spills and leaks per section 4.1.4? If "No," describe below the measure to be implemented to address deficiencies.	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No





## Construction Stormwater Inspection Certification Form (Inspection Form)

### **Purpose of this form/ Instructions**

An inspection, as described in subsection 5.5.3.9. of the General Permit for Stormwater Discharges from Construction Activities ("Permit"), shall be performed at the specified frequency and documented on this form. Inspections shall be performed at least 72 hours apart. Where sites or portion(s) of construction sites have been temporarily stabilized, or runoff is unlikely due to winter conditions (e.g., site covered with snow or ice), such inspection only has to be conducted once per month until thawing results in runoff or construction activity resumes.

Inspections can be performed by:

- a) a person with an valid certification from the "Fundamentals of Erosion Prevention and Sediment Control Level I" course,
- b) a licensed professional engineer or landscape architect,
- c) a Certified Professional in Erosion and Sediment Control (CPESC), or
- d) a person who has successfully completed the "Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites" course.

Qualified personnel, as defined in subsection 5.5.3.10 of the Permit (provided by the permittee or cooperatively by multiple permittees) shall inspect disturbed areas of the construction site that have not been permanently stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, locations where vehicles enter or exit the site, and each outfall.

Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the site's drainage system. Erosion prevention and sediment control measures shall be observed to ensure that they are operating correctly.

Outfall points (where discharges leave the site and/or enter waters of the state) shall be inspected to determine whether erosion prevention and sediment control measures are effective in preventing significant impacts to receiving waters. Where discharge locations are inaccessible, nearby downstream locations shall be inspected. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking.

Based on the results of the inspection, any inadequate control measures or control measures in disrepair shall be replaced or modified, or repaired as necessary, before the next rain event if possible, but in no case more than 7 days after the need is identified.

Based on the results of the inspection, the site description identified in the SWPPP in accordance with section 5.5.1 of the Permit and pollution prevention measures identified in the SWPPP in accordance with section 5.5.2 of the Permit, shall be revised as appropriate, but in no case later than 7 days following the inspection. Such modifications shall provide for timely implementation of any changes to the SWPPP, but in no case later than 14 days following the inspection.

All inspections shall be documented on this Construction Stormwater Inspection Certification form. Alternative inspection forms may be used as long as the form contents and the inspection certification language are, at a minimum, equivalent to the Division's form and the permittee has obtained a written approval from the Division to use the alternative form. Inspection documentation will be maintained on site and made available to the Division upon request. Inspection reports must be submitted to the Division within 10 days of the request.

Trained certified inspectors shall complete inspection documentation to the best of their ability. Falsifying inspection records or other documentation or failure to complete inspection documentation shall result in a violation of this permit and any other applicable acts or rules.

## Enforcement Response Plan

See the following 7 pages.

## **RESOLUTION NO. 2017-106**

### **A RESOLUTION AMENDING RESOLUTION NO. 2008-134 OF THE CITY OF KINGSPORT PERTAINING TO AN ENFORCEMENT RESPONSE PLAN FOR THE STORMWATER MANAGEMENT ORDINANCE**

WHEREAS, the Tennessee Department of Environment and Conservation has issued a new NPDES General Permit for Small Municipal Storm Sewer Systems to the City of Kingsport; and

WHEREAS, the permit necessitates some changes to the Enforcement Response Plan.

Now therefore,

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

**SECTION I. That Resolution No. 2008-134 is amended as follows:**

#### **ENFORCEMENT RESPONSE PLAN**

##### **Introduction**

The intent of this document is to provide guidance to city officials in enforcing the stormwater management ordinance. It should be used only as a guide while recognizing that each situation is unique. The provisions of this enforcement response plan are not mandatory. Actual enforcement procedures should consider any unusual aspects of a violation or condition, as well as special characteristics of an enforcement action, in determining the proper response.

While the purpose is to provide guidance for administration of the stormwater management ordinance, it is not intended to limit the judgment and flexibility of the director in determining an appropriate response.

##### **Development Project Plan Review, Approval and Enforcement**

The city conducts site plan review through the development project engineer, including interdepartmental consultations, to ensure comprehensive input. A letter to the developer states the city's response, soliciting any changes to the stormwater management plan. Any changes must be submitted in writing and reviewed by city staff before approval is granted.

The site plan must specifically address in the stormwater management plan how it will comply with performance standards stated in the city's stormwater management ordinance.

To ensure that permanent stormwater BMPs are installed as designed, appropriately stamped as-built certifications must be provided to the director for review and approval prior to the release of a performance bond. The owner must also supply stormwater management facility certification forms, provided by the city, attesting that the facilities are constructed according to the approved design.

##### **NPDES Permit Referrals**

If the city becomes aware that a construction activity, or an industrial stormwater discharge, exists and that the discharge must be permitted under an NPDES permit but is not so permitted, or if the city has not been able, through its enforcement mechanisms and protocol, to bring an NPDES-permitted discharge into compliance with the city's stormwater management ordinance, the city shall notify TDEC of this situation by supplying the following information to the local environmental field office (EFO): construction project or industrial facility location; name of owner or operator; estimated construction project size or type of industrial activity (including SIC

code if known); and records of communication with the owner or operator regarding filing requirements or violation, including the last two follow-up inspections, two notices of violation or administrative orders, and any response from the owner or operator.

### **Complaint Management**

The city investigates all stormwater-related complaints. They are received in several ways; either verbally, by hotline, web page, phone or from other city departments. Ensuing investigations must be initiated within seven days from the receipt of the complaint. Violations documented as a result of complaint investigation will lead to commensurate enforcement activities.

### **Inspection**

The city conducts inspections of permitted or unpermitted sites, activities, or projects to assess compliance with the approved stormwater pollution prevention plan and/or erosion and sediment control plan and evaluate the potential for discharge of sediment and other construction related wastes. Documentation of observations is achieved through the completion of applicable inspection reports. Enforcement occurs by initiation of corrective actions, enforcement actions and penalties, as defined in and per the terms of the City's stormwater management ordinance.

### **Enforcement Tracking**

The city tracks instances of non-compliance either in paper files or electronically. The enforcement case documentation shall include, at a minimum, the following: name of owner/operator; location of construction project or industrial facility; description of violation; required schedule for returning to compliance; description of enforcement response used, including escalated responses if repeat violations occur or violations are not resolved in a timely manner; accompanying documentation of enforcement response; any referrals to different departments or agencies; and date violation was resolved.

### **Chronic Violators**

The city identifies chronic violators of any stormwater management program component and reduces the rate of noncompliance recidivism by tracking the violations, applying incentives and/or disincentives, and increasing the inspection frequency at the owner/operator's site. If corrective actions are not taken, the city pursues progressive enforcement and, if need be, performs the necessary work and assesses against the owner the costs incurred for repairs.

### **Enforcement Responses**

The order of precedence for enforcement responses outlined in this guide should not be construed to prevent the director from taking a stronger action without first implementing less stringent steps, if in his opinion, a more forceful response is necessary.

Minor infractions may be resolved by a verbal warning, or written notice advising the owner/operator/person of the nature of the violation. If such action fails to generate an adequate response by the owner/operator/person, further enforcement actions as provided by the ordinance may be taken.

### **Verbal Warning**

In the case of the most minor violation of a permit or the ordinance, a telephone call or informal meeting may be sufficient to obtain the desired compliance. Verbal warnings should be documented by contemporaneous notes.

### **Written Notice**

A written notice is the lowest level of formal response to a violation. It is intended for minor violations which would not cause harm to the environment.

### Notice of Violation

A notice of violation (NOV) is an official notification to inform a non-compliant owner of a violation of the stormwater management ordinance. Within ten (10) days of receipt of this notice, a written explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the owner to the director. Inspection to ensure performance of any corrective actions may be conducted by the director at his discretion. Submission of this plan in no way relieves the owner of liability for any violations occurring before or after receipt of the notice of violation.

### Administrative Orders

Administrative orders (AO) are enforcement documents which direct owners to perform, or to cease, specific activities. Administrative orders may also invoke a penalty. There are three (3) primary types of administrative orders: consent orders; compliance orders; and cease and desist orders.

A show cause hearing should be offered prior to enforcement of an administrative order or assessment of damages or a civil penalty. The purpose of a show cause hearing is to provide a forum for the owner to present a defense to charges as outlined, or, for the director to obtain additional information from the owner to determine whether to proceed with enforcement.

Consent orders are entered into between the city and the owner to assure compliance as to specific actions to be taken by the owner to correct non-compliance within a specified time period. The director may enter into consent orders, assurances of voluntary compliance or other similar documents establishing an agreement with any owner responsible for noncompliance. Such documents shall include specific action to be taken by the owner to correct the noncompliance within a time period specified in the document. Such documents shall have the same force and effect as orders issued pursuant to Sections 38-87 and 38-.

Compliance orders may be issued when the director finds that an owner has violated, or continues to violate, the ordinance or an order issued thereunder. It is similar to a consent order except that the consent of the owner is not implied in its issuance. When the director finds that an owner has violated or continues to violate any section of this article, or a permit or order issued under this article, the director may issue an order to the owner responsible for the violation directing that the owner come into compliance within a specified time, and such order may include assessment of a penalty to be paid if the owner does not come into compliance within the time provided. Compliance orders also may contain other requirements to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring and management practices designed to minimize the amount of pollutants discharged offsite. A compliance order does not relieve the owner of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against or a prerequisite for taking any other action against the owner.

Cease and desist orders may be issued when the director finds that an owner has violated or continues to violate, the stormwater management ordinance or order issued thereunder. The order shall require that the owner:

- (a) Comply forthwith; and
- (b) Take such appropriate remedial or preventive action as may be needed or deemed necessary to properly address a continuing or threatened violation, including halting operations and terminating the discharge. Issuance of a cease and desist order shall not be a bar against or a prerequisite for taking any other action against the owner.

Administrative orders contain the following components:

- (a) Title - The title specifies the type of order being issued (see below), to whom it is being issued, summarizes the purpose of the order, and contains an identification number.

(b) Legal Authority - The authority under which the order is issued (the stormwater management ordinance).

(c) The Finding of Noncompliance - All violations must be described including the dates, the specific permit and/or ordinance provisions violated, and any damages known and attributable to the violation.

(d) Required Activity - All orders should specify the required actions, such as installation of BMPs, additional inspections, appearance at show cause hearings, etc.

(e) Milestone Dates for Corrective Actions - When compliance schedules are appropriate, all milestone dates must be established including due dates for required written reports.

(f) Supplemental Clauses - The document should contain standard clauses which provide that:

1. Compliance with the terms and conditions of the administrative order shall not be construed to relieve the owner of its obligation to comply with applicable state, federal or local law, or the permit;
2. Violation of the administrative order itself may subject the owner to additional penalties as set out in the stormwater management ordinance;
3. No provision of the order shall be construed to limit the city's authority to issue supplementary or additional orders, or to take action deemed necessary to implement this program or ordinance;
4. The order shall be binding upon the owner, its officers, directors, agents, employees, successors, assigns, and all persons, firms or corporations acting under, through or on behalf of the owner.

Administrative orders issued as a result of a violation of the stormwater management ordinance shall contain a penalty as determined using Tables 'A' and 'B' in this document. Administrative orders may also be used to advise an owner of the need to take, or cease, certain actions, and in such case, may or may not be associated with penalties as defined in the ordinance or in this guide.

In accordance with the City of Kingsport Code of Ordinances, section 38-342 a show cause hearing should be offered prior to enforcement of an administrative order or assessment of damages or a civil penalty. The purpose of a show cause hearing is to provide a forum for the owner to present a defense to charges as outlined, or for the director to obtain additional information from the owner to determine whether to proceed with enforcement. An owner may appeal the decision of the director to the stormwater appeals board as permitted by the City of Kingsport Code of Ordinances, section 38-343.

### **Civil Litigation**

Pursuant to Section 38-343 of the stormwater management ordinance, the director may, through the city attorney, petition the appropriate court(s) for issuance of preliminary or permanent injunctions to restrain or compel activities by an owner.

### **Penalties, Administrative or Civil**

The stormwater management ordinance authorizes assessment of penalties not to exceed \$5,000 per violation per day. Additionally, Section 38-87 of the ordinance authorizes the director to assess a civil penalty for actual damages incurred by the city. Before the enforcement of any administrative penalty, a show cause hearing must be offered to the owner.

If a violation results in conditions requiring the expenditure of public funds for mitigation of damages, a penalty shall be assessed in such amount as to offset the public funds so expended. This will in no way reduce or offset the liability of the owner with respect to damages incurred.



### Explanation of Use of Tables

This guide is based primarily on the use of two tables; "A", and "B". Table "A" indicates how point values are assigned for each violation, considering the severity, duration, degree of harm, and compliance history of the owner. All possible violations may not be listed; however, this does not preclude an appropriate enforcement response.

In Table "A", three columns are associated with each listed violation – the "Initial Points" column, the "Repeat Value" column, and the "Cumulative" column. If no history of violations is noted, the value in the "Initial Points" column may be used in conjunction with Table "B" to assess a typical response to the violation.

If the user has a history of similar violations, the initial point value plus the product of the number of previous occurrences times the repeat value should be used as shown in the following formula: Total Point Value (TP) = P + (N x R), where;

P = Initial Point Value for a single violation

N = Number of previous occurrences

R = Repeat Value from Table "A"

Should more than one violation be noted at a time, the cumulative column should be consulted. If violations are cumulative in nature, the sum of the individual point values should be used to judge the response. If not, the greatest individual values should be used to judge response, with the documentation for that response, however, noting all violations.

Once a point value is determined, Table "B" should be consulted for recommended responses. Table "B" provides a schedule of appropriate responses based upon the number of "points" determined by Table "A".

### Example

An owner violates the terms of the stormwater management ordinance. This violation is considered significant and causes harm. Investigation reveals the owner has been cited twice in the past for the same violation: Total Point Value (TP) = P + (N x R)

Therefore: TP = 3 + (2 x 1) = 5

Where 3 = Points charged for isolated but significant discharge from Table "A"

2 = Number of previous occurrences; and

1 = Repeat value from Table "A".

Resulting options: Civil injunction or administrative order with up to \$500.00 penalty.

**TABLE "A"**  
**Response Guide for Violation**

<u>DESCRIPTION OF VIOLATION</u>	<u>INITIAL POINTS VALUE</u>	<u>REPEAT VALUE</u>	<u>CUMULATIVE</u>
<b>EROSION PREVENTION AND SEDIMENT CONTROL</b>			
<b>Violation of a single requirement:</b>			
Not significant	1	1	No
Significant, no harm	2	1	Yes
Significant, causes harm	3	1	Yes
<b>Violation of more than one requirement:</b>			
Not significant	2	1	Yes

Significant, no harm	3	1	Yes
Significant, causes harm	4	1	Yes

#### UNAUTHORIZED DISCHARGES

##### Illicit Discharges:

Owner unaware of requirement, no harm	1	N/A	No
Owner unaware of requirement, harm	2	N/A	No
Owner aware of requirement, no harm	2	1	Yes
Owner aware of requirement, harm	3	1	Yes

##### Illicit Connections:

Owner unaware of requirement, no harm	1	N/A	No
Owner unaware of requirement, harm	2	N/A	No
Owner aware of requirement, no harm	2	1	Yes
Owner aware of requirement, harm	3	1	Yes

#### INSPECTION

Entry denied	2	2	Yes
Inspection Records			
Incomplete	1	2	No
Not available	1	2	No

#### MAINTENANCE

Failure to properly operate and maintain BMPs	1	1	Yes
---	---	---	-----

#### STORMWATER MANAGEMENT

##### Pre-Construction

Failure to obtain NOC	2	1	No
Failure to obtain grading permit	2	1	No
Failure to provide performance bond	2	1	No

##### Construction

Failure to provide water quality SCMs	2	2	No
Failure to provide channel protection	2	2	No
Failure to provide downstream impact analysis	2	2	No

##### Post-Construction

Failure to provide special pollution abatement plan	2	2	No
Failure to provide as-built	2	2	No
Failure to provide covenant	2	2	No

#### TABLE "B" VIOLATION RESPONSE GUIDE

POINT TOTAL	ACTION
1	Written warning
2	Notice of Violation
3	Administrative Order with up to \$150 Penalty
4	Administrative Order with up to \$300 Penalty
5	Administrative Order with up to \$500 Penalty
6	Administrative Order with up to \$1,000 Penalty
7	Administrative Order with up to \$2,000 Penalty

- |    |   |
|----|---|
| 8  | Administrative Order with up to \$3,000 Penalty |
| 9  | Administrative Order with up to \$4,000 Penalty |
| 10 | Administrative Order with up to \$5,000 Penalty |

A cease and desist order may be issued at any time and a civil injunction may be requested at any time, for any violation, if in the opinion of the director in consultation with the city attorney, such action is justified, needed or appropriate.

#### Criminal Action

In cases where criminal acts are suspected by the director, after consultation with the city attorney, information shall be gathered and forwarded to the district attorney of the appropriate county for action. Criminal prosecution, if pursued, shall be in addition to other actions authorized by ordinance.

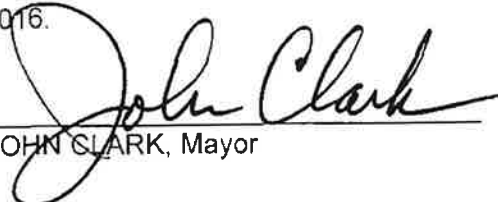
SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 6th day of December, 2016.

ATTEST:

  
ANGELA MARSHALL  
Deputy City Recorder



  
JOHN CLARK, Mayor

APPROVED AS TO FORM:

  
J. MICHAEL BILLINGSLEY, City Attorney

### Public Information/Public Input Process

KingsportTN.gov website and ConnectKingsport App for phone can be used by residents to communicate directly with city staff. Planning Commission meetings and Board of Alderman meetings are open to the public and can be utilized as well.



## AGENDA ACTION FORM

### Apply for and Receive an Annual Partnership Support Grant from the Tennessee Arts Commission

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

Action Form No.: AF-357-2022  
 Work Session: December 5, 2022  
 First Reading: N/A

Final Adoption: December 6, 2022  
 Staff Work By: Hannah Powell  
 Presentation By: Michael T. Borders

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

The Tennessee Arts Commission offers an Annual Partnership Support Grant. The Office of Cultural Arts is applying for \$29,150, 12% of operating budget, which is the maximum amount allowed by the grant.

Granted funds are matched by the Office of Cultural Arts' operations' budget. No additional matching funds are required. Granted funds are used to pay for annual arts programming such as the sculpture walk, murals, and other public art projects.

#### Attachments:

1. Resolution
2. Grant Application

Funding source appropriate and funds are available: *mm*

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

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL  
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND  
RECEIVE AN ANNUAL PARTNERSHIP SUPPORT GRANT  
FROM THE TENNESSEE ARTS COMMISSION

WHEREAS, the city, through the Cultural Arts Division, would like to apply for a grant through the Tennessee Arts Commission, which will provide funds to pay for annual arts programming such as the sculpture walk, murals, and other public art projects; and

WHEREAS, the maximum amount of the grant award is \$29,150.00, any required match for the grant are identified in the Cultural Arts' operation budget.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Tennessee Arts Commission in the amount of \$29,150.00, any required match for the grant are identified in the Cultural Arts' operation budget.

SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 6th day of December, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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



Annual Grant  
Partnership Support FY 2024

City of Kingsport Office of Cultural Arts  
A-2211-17625 | \$29,150.00

Annual Partnership Support

Status: Application

Application NOT submitted

This application has not been submitted.

Please fill out the application in it's entirety. Check that all sections are completed. Save often and then click Submit. After you press save and submit, refresh your browser and check this box to see if your application was successfully submitted. If you continue to see this red box, your application has not been submitted.

If you receive a generic compliance warning and cannot identify missing information, check for REQUIRED DOCUMENTS near the bottom of your application.

▼ APPLICANT PROFILE

When you are editing the form, remember to click the Save button before navigating away—the form will not auto-save.

Fields marked with an asterisk\* are required.

*Fiscal Year:	2024
Grant Category:	Partnership Support
*Is this your first time applying for Commission Funds?	No
*Are you applying as:	Entity of Government
Organization Name:	City of Kingsport Office of Cultural Arts
Primary Contact:	Hannah Powell
Primary Signatory:	Patrick Shull

## ▼ SAVE APPLICATION

After filling out the "Applicant Profile" section, make note of your application number (example: A-1610-01021, A-1611-01101, etc.) and save the application. You may then select the EDIT button at the top of the screen and continue filling out the application.

**Save your work frequently!** If you leave this page, this application may be found in your grantee portal under the "Draft Applications" link on the navigation menu to your left. You may select your application, click the EDIT button, and continue filling it out.

When you are editing the form, remember to click the "Save" button before navigating away. The form will not auto-save. **Fields marked with an asterisk\* are required.**

## ▼ PROJECT/PROGRAM DESCRIPTION

**\*Project Title:** Annual Partnership Support

**\*Funding Description:**

General Operating support for the Kingsport Office of Cultural Arts which manages cultural spaces, public art, and provides creative programming for the City of Kingsport.

**Date(s) of Project Activity** (must be between July 1, 2023 and June 15, 2024)

**\*Project Start Date:** 7/1/2023

**\*Project End Date:** 6/1/2024

**\*Number of days the project activity will occur:** 365

**\*Estimated Number of Adults Engaged:** 130339

**\*Estimated Number of Youth Engaged:** 86892

**\*Estimated Number of Total Individuals Engaged:** 217231

**Media organization or media based project?** No

**\*Estimated Number of Artists Participating:** 30

**Underserved Participants**

Estimate the **percentage** of this project's audience that is "traditionally underserved or underrepresented." Be realistic in your estimate of populations of each underserved demographic benefiting as directly served. Underserved and underrepresented audiences may cross county lines. Percentages should reflect those individuals primarily reached in the "Estimated Total Individuals Benefiting" section.

**% who are children (under 18):** 40%

**% who are people of color:** 15%

% who are living in rural communities or isolated settings:	30%
% who are people with disabilities:	20%
% who are senior citizens (65 and over):	55%

### Proposed Project Accessibility Statement

The Commission is committed to providing access to the arts for traditionally underserved artists and constituents, including people of color, people with disabilities, children, people living in rural communities or isolated settings, and senior citizens. In the space provided, indicate efforts made by your organization to include underserved artists and audiences in your proposed project/programming.

:

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1991, the City of Kingsport will not discriminate against qualified individuals with disabilities on the basis of disability in the city's services, programs, or activities.

See full statement here: <https://www.kingsporttn.gov/city-of-kingsport-accessibility-statement/>

The Office of Cultural Art takes care when programming to address our underserved constituents. The City of Kingsport has programmed to support diversity through the presentation of specific exhibits and through work with minority and international organizations. Past programming has included artist residencies in the school environment. All programs can be accommodated for the deaf or hard of hearing and those with mobility challenges.

### ▼ Project Discipline Item Details

<b>*Project Discipline:</b>	14 Multidisciplinary
<b>*Type of Activity:</b>	Institution/organization support - 11
<b>*Strategic Outcome:</b>	Livability: American Communities are Strengthened Through the Arts.
<b>*Arts Education:</b>	50% or more of this project's activities are arts education directed to: adult learners (including teachers and artists)

### NARRATIVE INFORMATION

#### \*ACTIVITIES

Explain all activities for the fiscal year for which funding is requested. Include information about planning procedures and accessibility. What goals do you wish to accomplish? You will be asked to report outcomes if awarded funding.

#### Activities Narrative:

The Office of Cultural Arts manages **Cultural Spaces**, the city's **Public Art Program**, and provides **Community Engagement and Economic Development** through the arts.

**Cultural Spaces** – The Office of Cultural Arts manages the **Renaissance Center**, the **Farmers Market**, and the **Kingsport Carousel**. The OCA collaborates with multiple community organizations and partners to bring programs to the city of Kingsport.

**Renaissance Center** is a three story, multi-use community center that is home to the Kingsport Senior Center as well as the Kingsport Art Guild, Kingsport Theatre Guild, Suzuki Talent Education Association, and Symphony of the Mountains. The Renaissance Center also has a gallery, and theater. The Renaissance Center has several meeting rooms

available to the public at a low cost for business or birthday rentals. The Renaissance Theatre is home to the Kingsport Theatre Guild who usually provides 8+ community productions each year. The theatre features 245 seats with theatrical lighting/fly space and two ample green rooms with bathrooms.

Annually, OCA presents programs for the public such as the Tri-Cities Civil War Round Table presentations during Fun Fest, Tuba Christmas, and more. Since 1980 the Kingsport Office of Cultural Arts also presents 'Christmas Connection', a holiday arts and crafts show featuring 65 local and regional artists and providing them an audience of over 3,000 individuals over a 2 day show. In 2020, OCA hosted a banner exhibit entitled "Black in Appalachia," a partnership between East Tennessee PBS and the Kingsport Archives.

The **Farmers Market** is a 9,500 sq ft clerestory building of the former Kingsport Press that is actively used by local and regional farmers May- October on Wednesday and Saturdays. The City of Kingsport programs music, cooking demonstrations, and festivals on Saturdays from June through October. The Farmers Market is also available for rental to the public. In 2023, the Farmers Market will be the location of the new G.O.A.T. Festival.

The **Kingsport Carousel** is a 1956 vintage Herschel Carousel that was opened to the public in 2015 after 300 volunteers (and 700 sponsors) came together to hand-carve and hand paint 32 carousel animals and 2 chariots as well as many other details to create a one-of-a-kind amusement ride. Over 327,000 riders from all over the world have enjoyed the carousel to date. Birthdays and Special Events can be scheduled at the Carousel. In 2019, 2020, and 2022, in a Kingsport Times-News readers' poll, the Carousel was voted the #1 location for birthday parties in Kingsport. The Office of Cultural Arts produces programming at the Carousel and the adjacent Carousel Studio including art classes and annually hosts a festival for the Carousel's Birthday in July each year.

In 2006, the Board of Mayor and Aldermen of the City of Kingsport approved an ordinance for establishing a Public Art Program including a percent for art (.75% of a capital improvement project up to a maximum of \$75,000 per project) and establishing an appointed Committee – the Public Art Committee that advises the Board of Mayor and Aldermen on public art and advocates for art in the Kingsport community.

The first project of the Public Art Committee was to host an 11 month exhibition of sculpture in 2007. The **Sculpture Walk** was very successful. The private sector also responded to the Sculpture Walk and in the first year over \$50,000 was gifted to the City of Kingsport to purchase 4 pieces from the Sculpture Walk. This began the City of Kingsport's permanent public art collection. The Sculpture Walk has continued annually through 2022 hosting a total of over 90 different artists from all over the US. The tradition of purchasing art found in an exhibit has continued and to date the City of Kingsport has over 16 pieces of sculpture that were purchased through the Sculpture Walk Exhibition. One goal of the Office of Cultural Arts is to establish permanent concrete pads for the outdoor exhibit throughout the city so that the department can more easily change out the exhibit.

Since the initial approval of Percent for Art, public art has been added to The Center for Higher Education, the Municipal Parking Garage, VO Dobbins, Sr. Community Center, The Aquatic Center, The Kingsport Public Library, Meadowview Conference Center, and the Greenbelt. With the new City Hall opening in 2021, OCA has featured art from local artists, in addition to sculpture in and around the facility.

**Art in Public Places** – Since 2007, OCA has regularly scheduled artists in public places. City Hall Lobby is a key area for reaching all kinds of people – many of whom will not frequent an art gallery. Art is hung for a minimum of two months and is selected through application process with OCA. Artists are selected from an open call, juried by the staff of the Office of Cultural Arts and presented without fee. Likewise, the Renaissance Center Hallways, City Hall, Renaissance Center Atrium Gallery are regularly programmed with art from the community. Artwork can be purchased without commission from any public gallery.

OCA has claimed non-traditional spaces for art. Outdoor large format vinyl murals make a significant statement. In early 2019, OCA installed *Silent Skies* in partnership with Artists for Conservation. Local Kingsport artist Suzanne Barrett Justis had contributed 3 portraits for the mural. In September, 2019, OCA organized a talk by Suzanne Barrett Justis and ornithologist Dr. Fred Alsop from East Tennessee State University presented "Where Art Meets Science" in front of the mural. Fifty residence attended the event. When the vinyl mural came down, OCA collaborated with local businesses to create materials that could help raise funds for the conservation of birds. In October, 2019, a new mural—an illustrated map of Kingsport designed by the graphic artists at Hillhouse Creative—was installed. The Office of Cultural Arts then organized another presentation to coincide with the map, where retired City Manager, Jeff Fleming, presented a talk about the history of Kingsport and its neighborhoods. The event had 16 in the cold of December, including elementary children who asked multiple questions about the historic landmarks of the city. In 2021, OCA is partnered with Bays Mountain Park to help celebrate their 50th Anniversary. A 20x55 foot banner was placed on the side

of the State Theater and feature local photographers' work. In 2022, OCA is partnering with the Chamber of Commerce to feature children's artwork on the same site, and the theme is "Diversity through Little Eyes."

In 2021, OCA worked with the Kingsport Parks and Recreation Department to add murals to the Kingsport Greenbelt with art that helps decorate overpasses along the pathway. OCA has worked with Kingsport City School system to feature student art on older traffic boxes around Dobyns Bennet High School, in the heart of Kingsport, in order to help promote the arts not only for the public, but for upcoming student artists as well. The goal now is to feature some archival photographs on additional traffic boxes around town in 2022-2023.

### **Community Engagement and Economic Development through the Arts –**

The Carousel Studio (located upstairs at the Carousel) continues the hand-made tradition of the Carousel by offering art and crafting classes. In 2021-2022, the OCA plans to work with more local artists who can teach both young and adult students.

Office of Cultural Arts has also nurtured several start-up businesses. In March 2019, the Board of Mayor and Aldermen asked Engage Kingsport and the Office of Cultural Arts to nurture a new effort to establish a Maker space. With grant funding from the City of Kingsport over \$190,000 have been invested in the renovation of a city building and \$80,000 worth of tools for a wood working shop/metal shop and 3-d printer/computer lab. The makerspace called 'The Inventor Center' opened to the public in 2019, and was handed over to the Model City Makers for management. OCA continues to partner with the Inventor Center with their programming. 2022 brought another public Iron Pour in collaboration with the Inventor Center. OCA staff teaches multiple scratch mold classes for the public leading up to the event, then the Iron Pour is a public demonstration filling the molds, outdoors at the Inventor Center facility.

In 2022-2023, OCA is working with the Kingsport Fire Department to build a partnership with the city schools through student artwork. In 2022, the archival banner exhibit "Black in Appalachia" was hosted by OCA in the new City Hall facility. In 2023, the Office of Cultural Arts, in partnership with multiple arts organizations, will host the new G.O.A.T. Festival at the Farmers Market, which will highlight artists and crafters in the region with craft vendors, a Plein Air program, workshops, and more including Engage Kingsport's unveiling of their Goats on parade sculptures that will be "herded" through town over the summer of 2023 and finding more permanent location in Kingsport.

### **\*PARTNERSHIPS**

Describe how your organization utilizes public and private partnerships and the value of these partnerships to the community.

#### **Partnerships Narrative:**

Resident arts groups of the Renaissance Center include Symphony of the Mountains, Kingsport Art Guild, Kingsport Theatre Guild and Suzuki Talent Education of Appalachia. All of these organizations produce their own programs and collaborate with the Office of Cultural Arts for use of the building. The staff of the Office of Cultural Arts serves to connect the community at large with these arts organizations and other creative activities of the city, including other arts organizations such as Kingsport Ballet and non-arts organizations such as the Kingsport Chamber of Commerce. As a part of the AEP6 program, OCA partners with each of these organizations to collect surveys.

2018 through 2022, in partnership with the City's Storm Water Department, local artists were selected to paint storm drains in the Downtown Kingsport. These whimsical installations encourage the understanding of keeping debris out of storm water drains which flow directly to rivers and can have a profound impact on the environment.

The Office of Cultural Arts works closely with Downtown Kingsport Association and the Kingsport Chamber of Commerce to provide public art and cultural programming in the central business area. This includes the annual Sculpture Walk.

OCA has worked with Scouting BSA since 2019 to help scouts fulfill art education and Eagle Scout projects. Eagle Scout, Sam Tallent, learned about city government, presenting to the Public Art Committee, designed a mural and recruited his fellow scouts to create the artwork in collaboration with OCA and the Downtown Kingsport Association. Cub Scouts visited the Renaissance Center for their Art Explosion requirements, learned about art in the gallery through an educational program, and then were able to create their own artwork. In 2022, OCA partnered with a local scout group, Troop 240, to provide a Color Guard for the Symphony and Voices of the Mountains Veterans' Day Concert.

In 2022, OCA partnered with the Kingsport Archives to show the Black in Appalachia exhibit at the Kingsport City Hall. OCA is currently partnering with the Fire Department and Kingsport City Schools for a in 2022-23 to bring children's artwork to Fire Stations in the community, opening lines of communication between children and firefighters.

2022 added a new partnership with Create Appalachia, a new arts organization to the area. Together we are bringing artist and author, Suzanne Stryk to the Renaissance Center for a program. We hope with the success of this program to create a visiting artist/author series for the Renaissance in partnership with CA.

OCA is also currently partnering with the Kingsport Rotary Club to assist them in an artist search and sculpture project to complete the new Brickyard Development in Kingsport. Hannah Powell, Cultural Arts Program Coordinator, has sit on the selection committee, created the RFQ, and has walked the Rotary Club through the process. The sculpture will be completed and installed in 2023 upon the completion of the development and the traffic circle in which it will stand.

2023 will bring the new GOAT Festival, celebrating the arts. This festival is a collaboration with Create Appalachia, the Kingsport Art Guild, Engage Kingsport, and the Inventor Center. We aim to make this festival the Greatest Of All Time!

### **\*COMMUNITY SERVED**

Describe the community that your organization serves.

#### **Community Served Narrative:**

Kingsport serves a rural population in Appalachia that includes people that live in Sullivan, Hawkins, and Hancock counties, and also nearby Virginia counties such as Scott, Lee, Wise and Russell. There is a long-standing tradition of these southwest Virginia populations coming to Kingsport for retail and entertainment. Kingsport has a population of just over 50,000 and was founded as a modern industrial community. Industry continues to dominate the landscape but there is a new understanding of the creative and educational resources of the employees of this industry and a desire to harness those resources to develop new products or businesses through entrepreneurial pathways.

The county and region lacks diversity with almost 95% population identified as white. Median household income is less than the state average and 5 of 6 elementary schools and 1 of 2 middle schools qualify for federal funding under the Title I definition for disadvantaged students. With many retirees in the area, there is a high percentage of senior citizens in the community at around 55%.

The goal of the Office of Cultural Arts is not only to promote our own creative community, but also to enrich the industrial town with cultural arts from all over the United States. Many of the programs are specifically designed to provide access to diversity in thought and experience that might not otherwise be available.

2021-2022 brought more development to the area as more families from across the United States moved to Kingsport and its surrounding areas.

### **\*EVALUATION**

Explain how you will evaluate the success of the project or program(s) for which you are requesting funds and the value it adds to the community being served. Be Specific. You will be asked to report on the outcomes if awarded funding.

#### **Evaluation Narrative:**

Any program of the Office of Cultural Arts begins with citizen input. This input can come informally through a direct request from the public or through a survey initiated by the Office of Cultural Arts. All programs are reviewed periodically or after an event. Attendance and Financial information are key indicators of success. Participant enrichment or experience is also key. A questionnaire is prepared before the event and administered at or after the event to assess participant experience. Engage Kingsport and the Public Art Committee – both organizations who assist the Office of Cultural Arts review programming of other cities and communities and provide input on initiating new programs. Public Art was included in the general city community survey late in 2021, we are awaiting the survey results. OCA would also like to do a Public Art Master Plan, contracted out and in collaboration with the community in order to strengthen the arts and funding moving forward.



Guest books have been added to exhibits in order to receive feedback from our community visitors.

Direct feedback is always greatly appreciated. Some of the highest praise we received in 2020 was OCA continuing the Christmas Connection Craft Festival that allowed the small craft businesses to make sales under the guidelines of the CDC, SCRHD, and Governor of Tennessee. The Black in Appalachia exhibition also receives praise from visitors, encouraging research into more traveling and diverse exhibits. In 2022, classes were filled and direct feedback is encouraged from attendees. Everyone interviewed was happy to be participating and would like to see more classes in the future.

Our attendance is measured in counts at events and estimates (according to timed counts on random days and times.)

## ▼ FINANCIAL INFORMATION

### ▼ THREE-YEAR CASH OPERATING BUDGET HISTORY

#### Year 1: Fiscal Year 2022

(Most Recently Completed Fiscal Year)

Cash Only

Expenses: \$242,936.00

Revenues: \$242,936.00

#### Year 2: Fiscal Year 2023

( Current Fiscal Year)

Cash Only

Expenses: \$242,936.00

Revenues: \$242,936.00

#### Year 3: Fiscal Year 2024

(Projected Fiscal Year)

Cash Only

Expenses: \$242,936.00

Revenues: \$242,936.00

#### Variation Explanation

Explain any variation of 10% or more between the current fiscal year and your most recently completed fiscal year.

:

#### Deficit Explanation

If last fiscal year expenses are greater than income, provide an explanation of: (a) How the shortfall was covered?

(b) What caused the shortfall and your organization's efforts to prevent its recurrence?

:

## ▼ PROJECTED PROJECT EXPENSES

**\*Amount of Your Grant Request:** \$29,150.00

	Commission Funds Requested	Applicant Cash Participation
1. Salaries, Benefits & Taxes		\$194,000.00
2. Professional Fee, Grant & Award		\$48,936.00
3. Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications		
4. Travel, Conferences & Meetings		
5. Insurance (Not allowed under Commission Funds )		
6. Other Non-Personnel Invest		
7. Capital Purchase (only when allowable)		
8. Indirect Cost (only when allowable)		
9. In-Kind Expense (only when allowable)		
10. Total Cash Expenses		<b>\$242,936.00</b>

In the text box below, enter an explanation for any expenses you listed on a line item either in the "Applicant Cash Participation" or "Commission Funds Requested" columns above. For APS, RAPS, AE-CL, AE-TT, AA, CP, and Pathways Only: Please provide hourly or daily rate breakdown for Contracted Personnel. See Expense and Income Definitions in the Document Library for reference.

**Explanation(s):**

**\*Verify the total Project Cash Expenses:** \$242,936.00

Enter the amount of your total project cash expenses. This number should equal the sum of the total "Applicant Cash Participation" and the total "Commission Funds Requested" amounts from line 10 in the table above.

#### ▼ PROJECTED PROJECT INCOME

	Amount
11. Earned Income - Admissions	
12. Earned Income - Contract Services	
13. Earned Income - Other	
14. Contributions - Corporate	
15. Contributions - Foundation	
16. Contributions - Individual/Other Private	
17. Government Support - Federal	

	Amount
18. Government Support - State/Regional (Exclude this request)	\$213,786.00
19. Government Support - City/County	
20. Existing Funds	
21. Other	
22. Total Applicant Cash Income	<b>\$213,786.00</b>

In the text box below, enter an explanation for any income you listed above. See Expense and Income Definitions in the Document Library for reference.

**Explanation:**

This number should equal the total from line 22 above

**\*Verify the total Applicant Cash Income**      \$213,786.00  
above:

+ **Amount Requested:**      \$29,150.00

The Amount Requested will prepopulate from above data after you save your application.

Total Projected Project Income below should equal Total Applicant Cash Income + Amount Requested

**\*Total Projected Project Income:**      \$242,936.00

▼ **In-Kind Contributions**

**In-Kind Contribution Total:**      \$5,000.00

**In-Kind Contribution Summary:**

We have 4 volunteers, seniors and teenagers, who help with events and operations.

▼ **REQUIRED DOCUMENTS**

Document types listed here are required for this application category. To upload documents, click the plus button next to the document type. Then click the "Add Files" button. Browse to the file and click "Open." Click the "Start Upload" button. When the upload is 100% completed, click the 'x' at the top right corner to close the document upload window. Once uploaded, the document will no longer be listed here, AND will appear at the bottom of the application in the "Required Documents" section.

**Required Documents**

Audit Response

Financial Audit and Management Letter Annual

## Proof of Specialty License Plate

## DOCUMENTS



Arts and Economic Prosperity 6 contract.pdf



Added by Hannah Powell at 10:10 AM on November 16, 2022



AEP6 partners.xls

**Proof of Arts Advocacy**

Added by Hannah Powell at 10:07 AM on November 16, 2022



AEP6 letter to partners.docx

**Proof of Arts Advocacy**

Added by Hannah Powell at 10:07 AM on November 16, 2022



Public Art Committee.docx

**Board of Directors**

Added by Hannah Powell at 9:59 AM on November 16, 2022



Kingsport Office of Cultural Arts Long Range Plan 22-25.docx

**Long Range Plan / Strategic Plan**

Added by Hannah Powell at 9:56 AM on November 16, 2022



List of KeyStaff (1) (2).doc

**Bios & Job Descriptions**

Added by Hannah Powell at 9:52 AM on November 16, 2022

Optional Material Link(s):

## ORGANIZATION DOCUMENTS



FY22 Title VI Training Certification.pdf

**2022 Title Vi Training Certification**

Added by Hannah Powell at 1:49 PM on December 7, 2021



TitleVI\_CertificationForm\_FY21\_3.pdf



**2021 Title VI Training Certification**

Added by Hannah Powell at 8:30 AM on December 15, 2020



04- Title VI Policy.pdf

**Title VI Complaint Procedures**

Added by Hannah Powell at 3:00 PM on December 11, 2019



36 - Language Assistance Policy.pdf

**LEP Policy**

Added by Hannah Powell at 3:00 PM on December 11, 2019



TitleVI\_CertificationForm\_FY2020.pdf

**2020 Title VI Training Certification**

Added by Hannah Powell at 2:39 PM on December 11, 2019



TitleVI\_FY19CertificationForm.pdf

**2019 Title VI Training Certification**

Added by Beth Estep at 9:42 AM on January 9, 2019



AEP5Celebration.JPG

**Other Document**

Added by Bonnie Macdonald at 10:12 AM on January 15, 2018



AEP5CelebratesKTG.JPG

**Other Document**

Added by Bonnie Macdonald at 10:12 AM on January 15, 2018



AEP5CelebrateOCA.EK.JPG

**Other Document**

Added by Bonnie Macdonald at 10:12 AM on January 15, 2018

If you have submitted an application before through this online grants system, the organization documents you uploaded with previous requests will display in the "Organization Documents" section above. When submitting a new application, verify that the organization documents uploaded are the most recent versions. If not, please include the most recent versions before submitting. Do not delete prior versions.

## ▼ ORGANIZATION INFORMATION

## TO ALL APPLICANTS

As part of the application submission process, we require you to complete your organization profile as well as your application. The organization information below is from your organization profile. If any information is incorrect, please modify your organization profile.

**Website:** www.engagekingsport.com

**Phone:** 423-392-8416

**Voice/TDD:**

**Applicant Status:** 08 Government - Municipal

**Applicant Institution:** 15 Arts Center

**Applicant Discipline:** 14 Multidisciplinary

**Accessibility Coordinator Name:** George DeCroes

**Title:** Director of Human Resources

**Email Address:** ADAcontact@KingsportTN.gov

**Federal 9-Digit EIN (Organization):** 62-6000323

**Unique Entity Id UEI (Organization):**

**Organizational Fiscal Year End Date (Organization):** June 30

**Physical/Mailing Street Address:** 1200 East Center Street

**Physical/Mailing City:** Kingsport

**Physical/Mailing State:** Tennessee

**Physical/Mailing 9-Digit Zip:** 37660-4958

**Physical/Mailing County:** Sullivan

**US House Congressional District Number:** 1st

**Tennessee Senate District Number:** 4

**Tennessee House District Number:** 2

**Mission Statement:** The Office of Cultural Arts is dedicated to cultivating cultural assets and promoting them as vehicles for economic and community development.

**Underserved Statement:** The Office of Cultural Arts actively seeks to engage those members of our community who are underserved. We provide art instruction at free or little cost to youth of our area through strategic partnerships with organizations who serve those communities. We give tours of the Sculpture Walk and visits to the Carousel and Carving Studio to students in our Title I schools. We encourage and make accommodations for visits to the Carousel and Carving Studio to people with disabilities and special needs classes.

**Arts Advocacy Statement:** The Arts are essential to a well rounded and fully developed community and personal life. The arts are included as the apex of the Hierarchy of Needs as listed in the State of the City and ONEKingsport Strategic Planning document. The Office of Cultural Arts seeks to encourage participation in creative activities as well as act as a resource to organizations seeking to enhance their contribution to our community.

**Specialty License Plate Program Statement:** Gift a Tag fliers are included in all purchase at the Carousel Gift Shop and Art in the Heart Gallery. All Staff and Board of Directors are encouraged to purchase specialty license plates. Door Prizes at sponsored concerts regularly include a Gift-A-Tag voucher purchased by OCA so that a lucky audience member can upgrade their existing tag to a specialty. During the holiday season, social media sponsored posts include the suggestion that a great gift would be a specialty license plate voucher.

#### **Board Information**

For 501(c)(3) organizations only: using the organization's current list of governing board of directors submitted with this application, supply the correct information.

**Organization Demographic:** White

**Number of individuals serving on the board:** 7

**Length of board member term (in years):** 3

**Maximum number of consecutive terms:**

**Number of times per year the full board meets:** 12

**Demographic Information**

**TN County:** Sullivan

<b>Children (Under 18)</b>	21%
<b>People Living In Rural or Isolated Settings</b>	26%
<b>People Living with Disabilities</b>	20%
<b>People of Color</b>	4%
<b>Senior Citizen</b>	19%

**Board of Directors**

<b>Children (Under 18)</b>	
<b>People Living In Rural or Isolated Settings</b>	
<b>People Living with Disabilities</b>	28%
<b>People of Color</b>	
<b>Senior Citizen</b>	43%

**Organization Staff**

<b>Children (Under 18)</b>	
<b>People Living In Rural or Isolated Settings</b>	25%
<b>People Living with Disabilities</b>	25%
<b>People of Color</b>	
<b>Senior Citizen</b>	25%

**▼ CONTACT INFORMATION****TO ALL APPLICANTS**

As part of the application submission process, we require you to complete your People Profile as well as your application. The contact information below is from your People Profile. If any information is incorrect, please modify your People Profile, found on the left-hand menu under Users.

**Contact Title:** Office of Cultural Arts Program Coordinator  
**Contact Name:** Hannah Powell  
**Contact Email Address:** hannahpowell@kingsporttn.gov  
**Contact Phone Number:** 423-392-8416  
**Contact Home Number:**

**▼ ASSURANCES**



The applicant assures the Commission that:

1. The activities and services for which assistance is sought will be administered by or under the supervision of the applicant.
2. The filing of this application has been duly authorized by the applicant.
3. The applicant will expend funds received as a result of this application solely for the described project or program.

By signing this application, the applicant hereby assures and certifies that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213) and, where applicable, Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); as well as all regulations of the National Endowment for the Arts issued pursuant to these statutes and that it immediately will take any measures necessary to comply.

Application will not be accepted without TWO original signatures. Signatures cannot be from the same person.

**Chief Authorizing Official (Chair or President of the Board)**

**\*Name and Title:** Patrick Shull, Mayor of Kingsport

Entering my name and title and clicking the "I certify" checkbox constitutes my signature acknowledging my awareness of the above assurances and my commitment to implement this project in accordance with them.

**\*I certify:** Yes

**Project/Program Director**

**\*Name and Title:** Hannah M. Powell, Kingsport Office of Cultural Arts Program  
Coordinator

Entering my name and title and clicking the "I certify" checkbox constitutes my signature acknowledging my awareness of the above assurances and my commitment to implement this project in accordance with them.

**\*I certify:** Yes

Note: If this application is being submitted by an organization acting as a fiscal agent for another organization, the Chief Authorizing Official and Project Director of the organization acting as fiscal agent and holding the not-for-profit letter of determination must sign this application.



## AGENDA ACTION FORM

### Execute an Agreement Between the Friends of Allandale and the City of Kingsport for the Use of CivicRec

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

Action Form No.: AF-361-2022  
 Work Session: December 5, 2022  
 First Reading: N/A

Final Adoption: December 6, 2022  
 Staff Work By: Michael T. Borders  
 Presentation By: Michael T. Borders

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

If approved this agreement will allow the Friends of Allandale to utilize the CivicRec platform for membership management, special events, and donations. This will provide a streamlined customer friendly and accessible option for individuals and business to support the Allandale Mansion.

In March of 2022 the Leisure Services Department began the implementation of CivicRec which provides features we previously did not have the ability to offer. A similar agreement was previously approved with the Bays Mountain Park Association who have been using it successfully.

This proposal will incur de minimis staff time for software setup and to process payments to the Friends of Allandale. The City would absorb credit card processing fees associated with the use of the platform which we estimate would not exceed \$300 annually.

#### Attachments:

1. Resolution

Funding source appropriate and funds are available: *gm*

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

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

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

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE FRIENDS OF ALLENDALE AND THE CITY FOR EVENT REGISTRATION AND TICKET SALES TO BE CONDUCTED THROUGH CIVICREC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in March, 2022, the Leisure Services Department began the implementation of CivicRec software which provides point of sale features not previously available to the city through prior software; and

WHEREAS, and during the implementation of CivicRec staff determined that operations and special events could be operated in a more efficient and customer focused manner if the Friends of Allendale performed functions; and

WHEREAS, city staff will operate the CivicRec software point of sale functions for Friends of Allendale events and functions; and

WHEREAS, the city would absorb credit card processing fees associated with the use of the platform which we estimate would not exceed \$300 annually

Now therefore,

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

SECTION I. That an agreement between the Friends of Allendale and the city for the use of CivicRec, 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, an agreement between the Friends of Allendale and the city for event registration and ticket sales to be conducted through CivicRec to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 6th day of December, 2022.

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PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



## AGENDA ACTION FORM

### **Execute an Agreement Between the Downtown Kingsport Association and the City of Kingsport for Downtown Holiday Displays**

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

Action Form No.: AF-362-2022  
 Work Session: December 5, 2022  
 First Reading: N/A

Final Adoption: December 6, 2022  
 Staff Work By: Michael T. Borders  
 Presentation By: Michael T. Borders

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

If approved, the City of Kingsport will engage the Downtown Kingsport Association for the purchase of 6 holiday displays for the parklets on Broad Street to be used throughout the holiday season at a cost of \$25,000. The City will also be providing support for setting up and storing the displays.

This is Kingsport has partnered with the Downtown Kingsport Association for Christmas in Kingsport. The holiday displays are a part of Christmas in Kingsport and connect Glenn Bruce and Centennial Parks. These displays will be able to be used for multiple years.

This is part of the city's initiative to update holiday decorations including pole lighting, décor, and the implementation of Christmas in Kingsport initiatives for increased resident engagement and promotion of the city's downtown.

Funding is identified in 135-1015-405.90-03.

#### **Attachments:**

1. Resolution

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: *mw*

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH THE DOWNTOWN KINGSPORT ASSOCIATION FOR DOWNTOWN HOLIDAY DISPLAYS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city and the Downtown Kingsport Association (DKA) have historically partnered to enhance the downtown area, to include the decorations for holiday festivities; and

WHEREAS, in furtherance of this partnership, the city would like to provide DKA with financial assistance in the amount of \$25,000.00, to facilitate the holiday beautification of the downtown area; and

WHEREAS, funding is identified in 135-1015-405.90-03.

Now therefore,

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

SECTION I. That an agreement with the Downtown Kingsport Association for financial assistance in the amount of \$25,000.00, to facilitate the holiday beautification of the downtown area, 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 Downtown Kingsport Association for financial assistance in the amount of \$25,000.00, to facilitate the holiday beautification of the downtown area, 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 6th day of December, 2022.

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PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY





## AGENDA ACTION FORM

### Consideration of Resolution to Sign Memorandum of Understanding with Tennessee Task Force 1

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

Action Form No.: AF-356-2022  
 Work Session: December 5, 2022  
 First Reading: N/A

Final Adoption: December 6, 2022  
 Staff Work By: Justin Quillin  
 Presentation By: Jason Bellamy

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Tennessee Task Force 1 possesses key pieces of equipment to include specialized boats which will enable the Kingsport Police Department to respond to critical events along the waterways within its jurisdictional boundaries. This Memorandum of Understanding will grant the Kingsport Police Department access to Tennessee Task Force 1 watercraft and boats within the guidelines of the Memorandum.

#### 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: *me*

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

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

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE TENNESSEE DISTRICT 1 TASK FORCE; AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the Tennessee District 1 Task Force possesses specialized boats and equipment which will enable the Kingsport Police Department to respond to critical events along the waterways within its jurisdictional boundaries; and

WHEREAS, this Memorandum of Understanding will grant the Kingsport Police Department access to the Tennessee District 1 Task Force's boats and equipment within the guidelines of the Memorandum; and

Now therefore,

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

SECTION I. That the Memorandum of Understanding with the Tennessee District 1 Task Force 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 Memorandum of Understanding with the Tennessee Task Force 1, to deliver the memorandum, 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 memorandum and this resolution, said agreement being as follows:

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter referred to as "Memorandum") entered into on this, the \_\_\_\_\_ of \_\_\_\_\_, 2022, by and between the Tennessee District 1 Task Force and the City of Kingsport for its Kingsport Police Department (hereinafter collectively "Kingsport Police Department") for the purpose of improving the safety and security of critical infrastructure throughout the First Homeland Security District of Tennessee and thereby improving the safety and security of its population.

WHEREAS, the Tennessee District 1 Task Force has various specialized boats and equipment and training for responding to waterways throughout the district; and

WHEREAS, this equipment is uniquely suitable for accessing the rivers and lakes in which critical infrastructure is located on or impacted by throughout the district; and

WHEREAS, the Kingsport Police Department has the responsibility for securing and protecting the Critical infrastructure on the waterways throughout its jurisdiction; and

WHEREAS, the Kingsport Police Department lacks the specialized boats, training and equipment to access, patrol, and protect critical infrastructure located on aforementioned waterways;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained and other good and valuable consideration, receipt of which is acknowledged by the parties hereto, the parties to this Memorandum do hereby agree as follows:

1. REQUESTS. The Kingsport Police Department may request utilization of District Boats and specialized equipment for the response to or for the protection and prevention of threats to critical infrastructure throughout Tennessee Homeland Security District 1. Requests for boats will be made to the District 1 Task Force Team Leader.

2. RESPONSE. The District 1 Task Force, upon proper request, will provide boats, specialized equipment, and operators trained in the operation of the boats in moving water. However, under no circumstances shall Kingsport Police Department be responsible for transportation of the boats or for providing operators for the boats.

3. REIMBURSEMENT. Both parties will be responsible for associated payroll costs for any responses. To the extent permitted by Tennessee law, Kingsport Police Department agrees to reimburse the District 1 Task Force for any repairs required as a result of damage incurred during the response solely caused by the Kingsport Police Department.

4. LIABILITIES.

4.1 Personnel Assigned to response Remain Employees of Employing Agency. Each member assigned to a response will remain an employee of the Agency where the member was employed prior to the assignment. The conduct and actions of such member will remain the responsibility of the employing Agency. Any liability arising from the actions of a member engaged in response activities will be assumed by the employing Agency in the same manner and to the same extent as if the actions were committed within the jurisdiction of the employing Agency during the normal course of the member's employment, independent of the response.

All responding personnel will be considered employees of the Agency hiring them, within the meaning of the Tennessee Governmental Tort Liability Act. At no time will such officers be considered the employee of any other Agency or of the Task Force.

4.2 No Assumption of Liability for Non-Employees. No Agency is assuming any liability for itself or its employees for the actions of any employees of another Agency assigned to the response.

4.3 Waiver of Claims. To the extent permitted by Tennessee law, each Agency agrees that it will make no claim for compensation for any damages or loss to its equipment, or for personal injury, including death, to its employees, occurring as a consequence of response activities, against any other Agency and that all such claims are waived.

5. DURATION AND TERMINATION OF AGREEMENT. The duration of this Agreement is perpetual. Either party may withdraw at any time, provided it gives written notice of its intent to withdraw to the other at least ninety (90) days prior to the effective date of the withdrawal.

6. EFFECTIVE DATE. This Agreement will take effect after its terms are approved by the governments which are parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and of this year.

[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 6th day of December, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



## AGENDA ACTION FORM

### Approve an In-kind Donation to Exotic Pet Wonderland in Knoxville, TN

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

Action Form No.: AF-354-2022  
 Work Session: December 5, 2022  
 First Reading: N/A

Final Adoption: December 6, 2022  
 Staff Work By: Megan Krager  
 Presentation By: Michael T. Borders

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

This action will allow an in-kind donation of the 1970's era corn crib habitat, the current fox habitat, to Exotic Pet Wonderland. The City of Kingsport is in the process of constructing a new amphitheater at Bays Mountain Park. This will require relocating the current fox habitat and for alternations to be made to the deer habitat.

Exotic Pet Wonderland is a 501(c)3 non-profit and TWRA registered exotic pet rescue located in Knoxville, TN and the only sanctuary for captive bred wildlife in Tennessee. Park staff have worked extensively with this organization and is currently housing Jamie the Fox and recently rehabilitated Jamie. Exotic Pet Wonderland will be responsible for any disassembly and moving expenses related to the donation.

#### Attachments:

1. Resolution
2. Corn Crib Picture

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 DONATION OF SURPLUS PERSONAL PROPERTY KNOWN AS THE CORN CRIB FOX HABITAT; APPROVING A MEMORANDUM OF UNDERSTANDING SETTING OUT THE TERMS OF THE DONATION; AND ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE DONATION OR THIS RESOLUTION

WHEREAS, the city would like to donate the 1970's era corn crib style fox habitat to Exotic Pet Wonderland, a 501(c)3 non-profit and TWRA registered facility exotic pet rescue located in Knoxville, Tennessee; and

WHEREAS, as part of the new amphitheater construction project this fox habitat must be relocated and it was determined that the fox habitat was no longer suited for its purpose and therefore should be surplused; and

WHEREAS, pursuant to Section 2-571(7) of the Ordinances of the City of Kingsport, the board may waive any requirements set out and dispose of property in the best interest of the city, which in this instance is to donate this fox habitat to Exotic Pet Wonderland; and

WHEREAS, a Memorandum of Understanding with Exotic Pet Wonderland will set out the terms of the donation, including Exotic Pet Wonderland will be responsible for any disassembly and moving expenses related to the donation; and

Now therefore,

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

SECTION I. That the board of mayor and aldermen, pursuant to the findings set forth above, hereby donates the surplus personal property known as the corn crib fox habitat to the Exotic Pet Wonderland, a 501(c)3 non-profit corporation and TWRA registered facility.

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 Memorandum of Understanding with Exotic Pet Wonderland, 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 IV. 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 V. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 6<sup>th</sup> day of December, 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 Transfer Midland Center to the Industrial Development Board of the City of Kingsport

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

Action Form No.: AF-317-2022  
 Work Session: December 5, 2022  
 First Reading: N/A

Final Adoption: December 6, 2022  
 Staff Work By: John Rose  
 Presentation By: Chris McCartt

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Approval of this resolution authorizes the transfer of 1324 Midland Drive, known as the Midland Center to Industrial Development Board of the City of Kingsport (aka KEDB). Additionally, this resolution authorizes the Mayor to sign all documents necessary and proper to transfer real property at 1324 Midland Drive to KEDB.

#### Attachments:

1. Resolution
2. Site Plat

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: *me*

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

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

A RESOLUTION AUTHORIZING DONATION OF REAL PROPERTY COMMONLY KNOWN AS THE MIDLAND CENTER TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE QUITCLAIM DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT

WHEREAS, pursuant to T.C.A. section 7-53-310 the city is authorized to make donations of real property by resolution to the Industrial Economic Development Board; and

WHEREAS, the city would like to donate the Midland Center Building, located at 1324 Midland Drive to the Industrial Economic Development Board of the City of Kingsport; and

WHEREAS, the board finds that the donation is for a public purpose and will promote the health, comfort, and prosperity of the inhabitants of the city; and

Now therefore,

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

SECTION I. That the board of mayor and aldermen, pursuant to the findings set forth above, hereby donates to the Industrial Development Board of the City of Kingsport, Tennessee, for the purposes described in an agreement between the parties, the real property commonly called the Midland Center Building, located at 1324 Midland Drive, Kingsport, Tennessee, 37664, located within the City of Kingsport, Sullivan County, Tennessee, and which is further generally described as follows:

BEGINNING at a ½" iron rod (old), said rod located on the westerly sideline of Midland Drive and a corner to lot 17, Greenfields Addition, Block 193 (plat book 3, page 38c); thence along lot 17 North 53 degrees 30 minutes 24 seconds West, a distance of 133.06 feet to a ½" iron rod (old), said rod being a corner to lot 17, lot 8 and lot 7 of said subdivision; thence along lot 7 North 44 degrees 12 minutes 13 seconds West, a distance of 172.58 feet to a 5/8" iron rod (new), said rod being a corner to lot 7 and lot 6 of said subdivision; thence along lot 6 North 77 degrees 12 minutes 13 seconds West, a distance of 177.95 feet to an iron rod (old) cap #95, said rod being a corner to lot 6, lot 5 and lot 1 of said subdivision; thence along lot 1 of said subdivision North 63 degrees 58 minutes 53 seconds West, a distance of 167.32 feet to an iron rod (old) cap #334, said rod being a corner to lot 1 of said subdivision and being on the easterly sideline of Waverly Road; thence along the easterly sideline of said road with a curve to left having a radius of 331.32 feet, arc length of 64.41 feet, chord bearing of North 18 degrees 12 minutes 39 seconds East, a distance of 64.31 feet to an iron rod (old) cap #1542, said rod being the southwesterly corner of lot 2, Replat of Frontier Health and City of Kingsport Properties (plat book 54, page 333); thence along lot 2 of said subdivision the following (3) calls: South 68 degrees 19 minutes 14 seconds East, a distance of 111.71 feet to an ½" iron rod (old); South 68 degrees 19 minutes 14 seconds East, a distance of 67.74 feet to an iron rod (old) cap #334; North 25 degrees 48 minutes 43 seconds East, a distance of 159.51 feet to an iron rod (old) cap #334, said rod being a corner to lot 2, Replat of Frontier Health and City of Kingsport Properties and lot 2, Replat of Pinnacle Professional Park and City of Kingsport Properties (plat book 54, page 347); thence along lot 2 of Replat of Pinnacle Professional Park and City of Kingsport Properties the following (4) calls: South 66 degrees 05 minutes 02 seconds East, a distance of 131.54 feet to a mag nail (old); North 48 degrees 15 minutes 55 seconds East, a distance of 10.85 feet to an iron rod (old) cap #334; South 41 degrees 44 minutes 05 seconds East, a distance of 83.33 feet to an iron rod (old) cap #95 bent; North 86 degrees 08 minutes 25 seconds East, a distance of 94.73 to a 5/8" iron

rod (new), said rod being the southeasterly corner to lot 2 of the Replat of Pinnacle Professional Park and City of Kingsport Properties and being located on the westerly sideline of Midland Drive; thence along the westerly sideline of said road the following (2) calls: with a curve to the left having a radius of 175.97 feet, arc length of 32.10 feet, chord bearing of South 09 degrees 00 minutes 37 seconds East, a distance of 32.06 feet to a mag nail (new), said nail being the point of reverse curve; thence with a curve to the right having a radius of 760.23 feet, arc length of 323.11 feet, chord bearing of South 02 degrees 03 minutes 39 seconds East, a distance of 320.68 feet to the POINT OF BEGINNING; and being all of Lot 1, Replat of Pinnacle Professional Park and City of Kingsport Properties (plat book 54, page 347) and containing 2.404 acres, more or less.

SECTION II. That the city reserves for itself a non-exclusive easement to be used for parking.

SECTION III. 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, an appropriate deed and all other documents necessary and proper to convey the real property described in Section I hereinabove to the Kingsport Economic Development Board, subject to the conditions and terms herein set out.

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

ADOPTED this the 6<sup>th</sup> day of December, 2022.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY





## AGENDA ACTION FORM

### Awarding the RFP for Temporary Employment Services

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

Action Form No.: AF-337-2022  
 Work Session: December 5, 2022  
 First Reading: N/A

Final Adoption: December 6, 2022  
 Staff Work By: Committee  
 Presentation By: Tonya Fletcher

### Recommendation:

Approve the Resolution.

### Executive Summary:

The Procurement Department issued a formal RFP for Temporary Employment Services on September 11, 2022 at the request of the Human Resources Department. Proposals were due on October 6, 2022 and the City received four replies.

An evaluation committee was formed consisting of employees from Human Resources, Benefits, and Procurement. The committee was tasked with identifying the two best proposals with the intent to award Temporary Employment Services to two primary vendors that best meet the needs of the City. An evaluation matrix was created that included seven categories ranging from Mark-up Percentage to References. Each of the 4 committee members assigned a score for each proposal in all seven categories.

The consensus reached among committee members is to award the RFP for Temporary Employment Services to Accuforce and Luttrell. Multiple departments will utilize these services including Aquatics, Parks and Recreation, Public Works, etc.

The RFP identified that the award will be effective on January 1, 2023 and will be a term of three years with a renewal option in annual increments after the initial term has expired.

Funding is identified in various City accounts.

### Attachments:

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

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 AWARDDING THE REQUEST FOR PROPOSALS FOR TEMPORARY EMPLOYMENT SERVICES TO ACCUFORCE HR SOLUTIONS, LLC AND PROFESSIONAL PERSONNEL SERVICE, INC D/B/A LUTTRELL STAFFING GROUP AND AUTHORIZING THE MAYOR TO SIGN AGREEMENTS FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

WHEREAS, a request for proposals for temporary employment services was issued on September 11, 2022, and was due on October 6, 2022; and

WHEREAS, upon review of the proposals, the board finds the AccuForce HR Solutions, LLC proposal to be compliant and meets the specifications for the particular work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for temporary employment services to be provided to various city departments from Accuforce; and

WHEREAS, the board finds an agreement for a term of three years effective January 1, 2023, with a renewal option in annual increments is in the best interest of the city; and

WHEREAS, upon review of the proposals, the board finds the Professional Personnel Service, Inc., d/b/a Luttrell Staffing Group proposal to be compliant and meets the specifications for the particular work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for temporary employment services for various city departments from Luttrell; and

WHEREAS, the board finds an agreement for a term of three years effective January 1, 2023, with a renewal option in annual increments is in the best interest of the city; and

WHEREAS, funding is identified various city accounts.

Now therefore,

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

SECTION I. That the proposal for temporary employment services for various city departments is awarded to AccuForce HR Solutions, LLC, and the mayor is authorized to execute the city's standard Agreement for Services and all documents necessary and proper to effectuate the purpose of the agreement.

SECTION II. That the proposal for temporary employment services for various city departments is awarded to Professional Personnel Service, Inc., d/b/a Luttrell Staffing Group, and the mayor is authorized to execute the city's standard Agreement for Services and all documents necessary and proper to effectuate the purpose of the agreement.

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



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

ADOPTED this the 6th day of December, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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



HUMAN RESOURCES OFFICE  
415 BROAD STREET \* KINGSPORT TN 37660  
PHONE: (423) 229-9401 FAX: (423) 343-9788

## **MEMO**

**TO:** Brent Morelock, Procurement/Contract Manager  
**FROM:** Tonya Fletcher, HR Administrator; Nikisha Eichmann, Assistant Procurement Manager; Mike Wessely, Benefits Administrator; Tracie Warren, HR Specialist  
**DATE:** 10/31/2022  
**SUBJECT:** RFP FOR TEMPORARY EMPLOYMENT SERVICES

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It is the recommendation of the evaluation committee that we award to both vendors - Accuforce and Luttrell.

Accuforce and Luttrell had the two lowest mark-up percentages out of the submitted proposals from the four vendors for employees referred by the City and employees referred by the vendor. The mark-up percentages submitted from Accuforce for City referrals is 20.75% and by vendor 24%. The mark-up percentages submitted from Luttrell for City referrals is 23% and by vendor 27%, but drops to 26% when 76+ hires reached. Both vendors have over 20 years of experience in the Temporary Employment Services Industry. They both also have good temp to hire provisions. Both vendors can provide all of our staffing needs and have a thorough interview process for hiring their temporary employees. We will be assigned a primary staffing contact with each agency for all temporary assignments requested.

Should you need additional information or have any questions on this recommendation, please do not hesitate to contact us.

Thank you!

MINUTES  
BID OPENING  
October 6, 2022  
4:00 P.M.

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

The Bid Opening was held in the Conference Room 436, 4<sup>th</sup> Floor, City Hall.

The Procurement Manager opened with the following bids:

<b>RFP – Temporary Employment Services</b>
Vendor:
Elite Manufacturing & Professional Services
Accuforce
Luttrell Staffing Group
Performance Personnel

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



## AGENDA ACTION FORM

### Consideration of Formal Acceptance of Deeds and Deeds of Easement

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

Action Form No.: AF-366-2022  
 Work Session: December 5, 2022  
 First Reading: NA

Final Adoption: December 6, 2022  
 Staff Work By: R. Trent  
 Presentation: B. Rowlett

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

An annual listing of the deeds and deeds of easement required for various city projects located in the 7<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup> and 14<sup>th</sup> Civil Districts of Sullivan County, Tennessee and 13<sup>th</sup> Civil District of Washington County, Tennessee, are included in this resolution which provides for the formal acceptance of the property and property rights conveyed.

#### Attachments:

1. 2022 Acceptance Resolution

Funding source appropriate and funds are available: *Jim*

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

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

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

A RESOLUTION TO ACCEPT DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE FROM THE VARIOUS PROPERTY OWNERS AND OTHERS HAVING AN INTEREST IN PROPERTY AS HEREINAFTER SET OUT, CONVEYING TO THE CITY OF KINGSPORT TITLE TO THE PROPERTY DESCRIBED THEREIN

WHEREAS, the city accepts deeds and deeds of easement from the various property owners conveying to the city title to the property.

WHEREAS, the city desires to accept from various property owners deeds and deeds of easement located in the 7<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup> and 14<sup>th</sup> Civil Districts of Sullivan County, Tennessee and 13<sup>th</sup> Civil District of Washington County, Tennessee, described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this resolution by reference, as fully as though copied verbatim herein.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That the Board of Mayor and Aldermen accepts the deeds and deeds of easement from the various property owners which convey to the city title to the properties located in the 7<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup> and 14<sup>th</sup> Civil Districts of Sullivan County, Tennessee and 13<sup>th</sup> Civil District of Washington County, Tennessee, and described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this resolution by reference, as fully as though copied verbatim herein.

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 6th day of December, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Exhibit "A"

Deed of Easement across the Wellmont Health System property dated August 5, 2021 from Wellmont Health System to the City of Kingsport, Tennessee, for donation and recorded in Deed Book 3642 at page 284 in the Register's Office for Sullivan County at Blountville, Tennessee.

Temporary Deed of Easement across the Carin Stair, Ashley Stair Taylor and Arthur Winfield Stair, III property dated October 26, 2021 from Carin Stair, Ashley Stair Taylor and Arthur Winfield Stair, III to the City of Kingsport, Tennessee, for the amount of \$150.00.

Warranty Deed for a portion of the Edinburgh Group, LLC property dated October 19, 2021 from the Edinburgh Group, LLC to the City of Kingsport, Tennessee, for donation and recorded in Deed Book 3473 at page 1521 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Barbara Sue Goins property dated July 20, 2021 from Barbara Sue Goins to the City of Kingsport, Tennessee, for the amount of \$10,780.00 and recorded in Deed Book 3473 at page 1521 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Bill Gillenwater property dated October 20, 2021 from Bill Gillenwater to the City of Kingsport, Tennessee, for the amount of \$320.00 and recorded in Deed Book 3491 at page 527 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Joe L. Hammonds and Timmy J. Hammonds property dated October 8, 2021 from Joe L. Hammonds and Timmy J. Hammonds to the City of Kingsport, Tennessee, for the amount of \$450.00 and recorded in Deed Book 3491 at page 530 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the H. C. Livesay and wife, Glenda Faye Livesay property dated March 24, 2022 from H. C. Livesay and wife, Glenda Faye Livesay to the City of Kingsport, Tennessee, for the amount of \$2,100.00 and recorded in Deed Book 3508 at page 1760 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the H. C. Livesay and wife, Glenda Faye Livesay property dated March 24, 2022 from H. C. Livesay and wife, Glenda Faye Livesay to the City of Kingsport, Tennessee, for the amount of \$800.00 and recorded in Deed Book 3508 at page 1763 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the John W. Cox and wife, Holli T. Cox property dated March 30, 2022 from John W. Cox and wife, Holli T. Cox to the City of Kingsport, Tennessee, for the amount of \$21100.00 and recorded in Deed Book 3508 at page 1766 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Mark Ortiz and wife, Laura Donahue Ortiz property dated April 4, 2022 from Mark Ortiz and wife, Laura Donahue Ortiz to the City of Kingsport, Tennessee, for the amount of \$1,700.00 and recorded in Deed Book 3508 at page 1769 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Taylor & Taylor Investments, LLC property dated April 11, 2022 from Taylor & Taylor Investments, LLC to the City of Kingsport, Tennessee, for the amount of \$2,000.00 and recorded in Deed Book 3508 at page 1772 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the David R. Skotty property dated May 2, 2022 from David R. Skotty to the City of Kingsport, Tennessee, for the amount of \$1,300.00 and recorded in Deed Book 3508 at page 1775 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Marsha A. Thomas property dated April 26, 2022 from Martha A. Thomas to the City of Kingsport, Tennessee, for the amount of \$1,900.00 and recorded in Deed Book 3508 at page 1778 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Joseph V. Vlcek and wife, Sandra K. Vlcek property dated February 7, 2022 from Joseph V. Vlcek and wife, Sandra K. Vlcek to the City of Kingsport, Tennessee, for the amount of \$1,300.00 and recorded in Roll 1106 at image 1752 in the Register's Office for Washington County at Jonesborough, Tennessee.

Deed of Easement across the John W. Cox and wife, Holli T. Cox property dated March 30, 2022 from John W. Cox and wife, Holli T. Cox to the City of Kingsport, Tennessee, for the amount of \$1,400.00 and recorded in Roll 1106 at image 1755 in the Register's Office for Washington County at Jonesborough, Tennessee.

Deed of Easement across the Jason Lance Murray and wife, Katherine Murray property dated January 31, 2022 from Jason Lance Murray and wife, Katherine Murray to the City of Kingsport, Tennessee, for the amount of \$1,200.00 and recorded in Roll 1106 at image 1758 in the Register's Office for Washington County at Jonesborough, Tennessee.

Deed of Easement across the Gary M. Hardoby property dated June 28, 2022 from Gary M. Hardoby to the City of Kingsport, Tennessee, for the amount of \$2,250.00 and recorded in Deed Book 3519 at page 437 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Edward E. Douthat property dated June 3, 2022 from Edward E. Douthat to the City of Kingsport, Tennessee, for the amount of \$840.00 and recorded in Deed Book 3519 at page 440 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed for the Andy Kerney property dated May 13, 2022 from Andy Kerney to the City of Kingsport, Tennessee, for the amount of \$60,000.00 and recorded in Deed Book 3508 at page 548 in the Register's Office for Sullivan County at Blountville, Tennessee.