



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, February 20, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Lisa Winkle, City Recorder/Treasurer
John Morris, Budget Director
Scott Boyd, Fire Chief

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Tyra Copas, Human Resources Director
Dale Phipps, Police Chief
Adrienne Batara, Public Relations Director
Floyd Bailey, Chief Information Officer

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

1. Girl Scout Troop #463

III. INVOCATION

1. Greg Burton, Sr. Pastor, Colonial Heights Baptist Church

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

VI. APPOINTMENTS

VII. APPROVAL OF MINUTES

1. February 5, 2024 - Work Session
2. February 6, 2024 - Business Meeting

VIII. PUBLIC HEARINGS

1. Consideration of an Ordinance to Establish a Historic District Overlay Applied to the 100 Block Broad Street (AF-50-2024) (Savannah Garland)

COMMENT

Citizens may speak on agenda items and 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. A total of thirty minutes is allocated for public comment.

IX. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-62-2024) (Chris McCartt)

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance to Amend Chapter 22 Buildings and Building Regulations Article III Section 22-96 as it Relates to Adopted Codes (AF-6-2024) (Jessica Harmon)
2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-25-2024) (Chris McCartt)
3. Consideration of an Ordinance to Amend Zoning of Tax Map 061D, Group E, Parcel 023.10 Located Along N Eastman Road from the R-1C, Residential District, to the P-1, Professional Offices District (AF-35-2024) (Ken Weems)

XI. OTHER BUSINESS

1. Consideration of a Resolution to Enter into a Professional Services Agreement with Cain Rash West Architects (CRW) for the Kingsport Sanitation Facility Design and Authorizing the Mayor to Sign All Applicable Documents (AF-43-2024) (Ryan McReynolds)

2. Consideration of a Resolution Awarding the Bids for the Purchase of Various Water and Sewer Maintenance Items (AF-56-2024) (Ryan McReynolds)
3. Consideration of a Resolution Authorizing the Mayor to Sign Agreements with BlueCross BlueShield of Tennessee Foundation and PlayCore Wisconsin, Inc. for the Development of BlueCross Healthy Place Park at Kingsport Riverwalk Park (AF-33-2024) (Michael Borders)
4. Consideration of a Resolution for Acceptance of Weigel Foundation Gift (AF-49-2024) (Scott Boyd)
5. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply for and Accept an American Rescue Plan (ARP) Grant from the Federal Transit Administration and U.S. Department of Transportation (AF-53-2024) (Candace Sherer)
6. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5307 Capital Grant from FTA for Transit Vehicles from the U.S. Department of Transportation (AF-54-2024) (Candace Sherer)
7. Consideration of a Resolution Awarding the Sole Bid for City Owned Surplus Real Property Located at 2004 Louita Avenue (AF-58-2024) (Lisa Winkle)
8. Consideration of a Resolution Awarding the High Bid for City Owned Surplus Real Property Located at 185 Rock Springs Road (AF-60-2024) (Lisa Winkle)
9. Consideration of a Resolution Awarding the High Bid for City Owned Surplus Real Property Located at 721 Fairview Avenue (AF-59-2024) (Lisa Winkle)
10. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement for e-Rate Category Two Network Equipment for FY 2024-2025 (AF-51-2024) (David Frye)
11. Consideration to Approve the Issuance of a Certificate of Compliance for a Retail Food Store to Sell Wine (AF-57-2024) (Angie Marshall)
12. Consideration of a Resolution Cancelling the March 4, 2024, Work Session and the March 5, 2024, Business Meeting of the Board of Mayor and Aldermen (AF-70-2024) (Chris McCartt)

Added 2/20/24

XII. CONSENT AGENDA

XIII. COMMUNICATIONS

1. City Manager
2. Mayor and Board Members

XIV. ADJOURN



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, February 05, 2024 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

I. CALL TO ORDER 4:30 pm by Mayor Shull.

II. ROLL CALL by City Recorder/Treasurer Lisa Winkle.

III. DISCUSSION ITEMS

1. KHRA Update on Lee Apartments - Terry Cunningham

Mr. Cunningham, Executive Director, gave a presentation on this item, providing a history of this property as well as the future plans, including surrounding site purchases and the work done there. There was discussion throughout the presentation as he answered questions from the board. Emily Chase, Grants and Redevelopment Manager was also present and provided further details. Mr. Cunningham discussed the proposed site plan and funding estimation. Alderman Phillips asked about the possibility of looking for funding options other than tax credits since there has been such a delay since the demolition. The City Manager suggested if the upcoming application that was due was unsuccessful it would be prudent to reevaluate other options.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the February 6, 2024 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Tuesday, February 5, 2024 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

VIII.1 Consideration of an Ordinance to Amend Zoning of Tax Map 061D, Group E, Parcel 023.10 located along N Eastman Road from the R-1C, Residential District, to the P-1, Professional Offices District. (AF-35-2024) Ken Weems stated this was an owner-request rezoning from R1-C to P-1. The property owner does own the adjacent P-1 property as well. He noted the applicant wants to build a cell phone tower on the property. If the rezoning is approved then there will have to be a special exception granted by the Board of Zoning Appeals. One person did come to the Planning Commission meeting to oppose the tower being constructed near the high school, but the PC did vote unanimously to make a recommendation to approve the rezone. There was some discussion.

XI.4 Consideration of a Resolution to Amend the Leave for Adoption, Pregnancy, Childbirth, and Infant Nursing Policy #12 (AF-29-2024) Tyra Copas discussed the new law implemented by the pregnancy fairness act, noting this item would align the current policy for leave to act for break time and break space.

XI.5 Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5339 TDOT Capital Grant Matching Contract for the Purchase of Transit Vehicles (AF-18-2024) Candace Sherer gave details on the reasons to get a vehicle now even if it's smaller but still meets our needs.

XI.8 Consideration of a Resolution to Enter into an Engineering Contract with Barge Design Solutions for Stormwater Asset Mapping and Data Collection (AF-47-2024) Deputy City Manager Ryan McReynolds discussed this item and the following one. He commented utilizing ARP funding aligned well with asset management of stormwater mapping as well as the need for the exact location of water valves.

XI.9 Consideration of a Resolution to Enter into an Agreement with Hydromax USA for the Water Valve Assessment Program Project (AF-44-2024). See Item XI.8.

XI.10 Consideration of a Resolution Requesting a Private Act from the Tennessee General Assembly Amending Article III, Section 5 of the City Charter (AF-20-2024) Mayor explained this was asking state to give the city authority to make the decision of pay for the board.

XI.11 Consideration of a Resolution Requesting a Private Act from the Tennessee General Assembly Amending Article III, Section 2 of the City Charter (AF-21-2024) Mayor summarized this item which would ultimately bring a referendum to the citizens in the August election to increase the mayor's term from 2 years to 4.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Tuesday, February 5, 2024 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

V. ITEMS OF INTEREST

1. Projects Status Report

VI. ADJOURN

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 5:42 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, February 06, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Bart Rowlett, City Attorney

Lisa Winkle, City Recorder/Treasurer
Angie Marshall, City Clerk/Deputy/City Recorder

I. **CALL TO ORDER** 7:00 pm by Mayor Shull.

II. **PLEDGE OF ALLEGIANCE TO THE FLAG**

III. **INVOCATION** led by Jack Edwards, United Methodist Church, Retired.

IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.

V. **RECOGNITIONS AND PRESENTATIONS**

1. **Proclamation - Black History Month** (Mayor Shull)
2. **KOSBE Award Recipients** (Alderman Montgomery)
3. **Embroiderers' Guild of America** - Donation to the Carousel (Alderman Phillips)

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

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, February 6, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

1. Appointments to the Bays Mountain Park Commission (AF-36-2024) (Mayor Shull)

REAPPOINT JEREMIAH LOUNDS FOR A SECOND TERM AND MARY STEADMAN FOR A FIFTH TERM TO THE BAYS MOUNTAIN PARK COMMISSION EFFECTIVE IMMEDIATELY AND EXPIRING ON JANUARY 31, 2027

2. Appointments to the Community Development Advisory Committee (AF-37-2024) (Mayor Shull)

REAPPOINT MORRIS BAKER, SETH JERVIS AND RENE MANN FOR A SECOND TERM TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE EFFECTIVE IMMEDIATELY AND EXPIRING ON NOVEMBER 30, 2026

3. Appointments to the Neighborhood Advisory Commission (AF-4-2024) (Mayor Shull)

APPOINT MORGAN HOGATE TO THE NEIGHBORHOOD ADVISORY COMMISSION TO FULFILL THE UNEXPIRED TERM OF SANDY LARKIN EFFECTIVE IMMEDIATELY AND EXPIRING ON DECEMBER 31, 2025 AND APPOINT JOSH COFFEY TO FULFILL THE UNEXPIRED TERM OF CHRISTY MCMAKIN EFFECTIVE IMMEDIATELY AND EXPIRING ON DECEMBER 31, 2024 AND APPOINT BRAD OLLIS FOR A THREE YEAR TERM EFFECTIVE IMMEDIATELY AND EXPIRING DECEMBER 31, 2026

VII. APPROVAL OF MINUTES *(These items are considered under one motion.)*

Motion made by Alderman Duncan, Seconded by Alderman Cooper.

Passed: All present voting "aye."

- 1. January 16, 2024 - Work Session**
- 2. January 16, 2024 - Business Meeting**

VIII. PUBLIC HEARINGS

1. Consideration of an Ordinance to Amend Zoning of Tax Map 061D, Group E, Parcel 023.10 located along N Eastman Road from the R-1C, Residential District, to the P-1, Professional Offices District. (AF-35-2024) (Ken Weems)

- Rhonda Morris who resides adjacent to the parcel in question spoke in opposition stating if the tower was approved it would be in her back yard.
- Diane Caldwell stated this would be in her front yard and was concerned it would also depreciate the value of her home.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, February 6, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

- Jonathan Pierce stated he is the landowner where Johnny Brusco's restaurant is located and that he is not opposed to a tower in general but not at this location. He also commented on supporting restaurants in the area.
- Ken Weems confirmed for Vice-Mayor George the tower would be 145 feet tall with ten foot lightening rod and how it compared to other towers in town.
- Ron Isaacs, property owner in the area, spoke in opposition.

Vice-Mayor George moved to approve the rezoning noting the current zoning is inappropriate, but not necessarily in support of a tower that would have to go through a separate approval process. Alderman Phillips echoed these remarks encouraging the citizens present to contact the BZA before they take further action. Mr. Weems confirmed for Alderman Montgomery this rezoning tonight could not be approved contingent on making the cell tower not an option. The Mayor also asked for confirmation the BMA could not overrule the decision of the BZA, it would have to be appealed to Chancery Court. There was considerable discussion.

Motion made by Vice Mayor George, Seconded by Alderman Phillips.

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG N EASTMAN ROAD FROM THE R-1C, RESIDENTIAL DISTRICT TO THE P-1, PROFESSIONAL OFFICES DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Voting Aye: Alderman Duncan, Vice Mayor George, Alderman Phillips, Mayor Shull

Voting Nay: Alderman Cooper, Alderman Montgomery, Alderman Olterman

COMMENT

Mayor Shull invited citizens in attendance to speak.

Rhonda Morris commented further about the previous item. If not passed tonight could it not be zoned for the greenbelt? Impede the balloons at FunFest?

Diane Caldwell also questions for clarification regarding the previous item.

There being no one else coming forward, the mayor closed the public comment section.

IX. BUSINESS MATTERS REQUIRING FIRST READING

1. **Consideration of an Ordinance to Amend Chapter 22 Buildings and Building Regulations Article III Section 22-96 as it Relates to Adopted Codes (AF-6-2024) (Jessica Harmon)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, February 6, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Motion made by Alderman Duncan, Seconded by Alderman Montgomery.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 22, ARTICLE III, SECTION 22-96 RELATING TO CODES ADOPTED BY REFERENCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-25-2024)**
(John Morris)

Motion made by Vice Mayor George, Seconded by Alderman Cooper.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- 1. Consideration of an Ordinance to Appropriate the Additional Funds for the FTAAAD Grant Amendment (AF-13-2024)** (Michael T. Borders)

Vice Mayor George made a motion to amend this item for a clerical error as read by the City Attorney. Alderman Cooper seconded. All present voting "aye."

Approve As Amended: Motion made by Alderman Phillips, Seconded by Alderman Duncan.

ORDINANCE NO. 7135 AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Alderman Cooper, Alderman Duncan, Vice Mayor George, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull

XI. OTHER BUSINESS

- 1. Consideration of a Resolution to Reject All Bids for the Sewer Vector Truck Dewatering Pad Project (AF-32-2024)** (Ryan McReynolds)

Motion made by Vice Mayor George, Seconded by Alderman Montgomery.

RESOLUTION NO. 2024-174 A RESOLUTION REJECTING ALL BIDS RELATED TO THE SEWER VACTOR TRUCK DEWATERING PAD PROJECT

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, February 6, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

2. **Consideration of a Resolution to Enter into an Agreement with Cintas for Rental Uniforms, Mats, and Mops Utilizing Omnia Partners Cooperative** (AF-34-2024) (Chris McCartt, Ryan McReynolds)

Motion made by Alderman Montgomery, Seconded by Vice Mayor George.

RESOLUTION NO. 2024-175 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CINTAS CORPORATION FOR UNIFORM RENTAL SERVICES FOR VARIOUS CITY DEPARTMENTS THROUGH THE OMNIA PARTNERS COOPERATIVE

Passed: All present voting "aye."

3. **Consideration of a Resolution Awarding the Bid for the Purchase of Various Fleet Maintenance Items** (AF-38-2024) (Ryan McReynolds)

Motion made by Vice Mayor George, Seconded by Alderman Duncan.

RESOLUTION NO. 2024-176 A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF VARIOUS FLEET MAINTENANCE ITEMS TO FREE SERVICE TIRE AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

4. **Consideration of a Resolution to Amend the Leave for Adoption, Pregnancy, Childbirth, and Infant Nursing Policy #12** (AF-29-2024) (Tyra Copas)

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

RESOLUTION NO. 2024-177 A RESOLUTION AMENDING RESOLUTION NO. 2008- 213, ESTABLISHING A POLICY FOR ADOPTION, PREGNANCY, CHILDBIRTH, AND INFANT NURSING FOR CITY EMPLOYEES

Passed: All present voting "aye."

5. **Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5339 TDOT Capital Grant Matching Contract for the Purchase of Transit Vehicles** (AF-18-2024) (Candace Sherer)

Motion made by Alderman Montgomery, Seconded by Alderman Duncan.

RESOLUTION NO. 2024-178 A RESOLUTION APPROVING AN AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION TO ACCEPT A MATCHING GRANT FOR A SECTION 5339 CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR TRANSIT VEHICLES AND AUTHORIZING THE MAYOR TO

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, February 6, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

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

Passed: All present voting "aye."

- 6. Consideration of a Resolution to Enter into a Memorandum of Agreement Between the Federal Highway Administration and the Tennessee State Historic Preservation Officer for the Brickyard Park Bicycle-Pedestrian Bridge Over CSX Railroad at Centennial Park (AF-40-2024) (Ryan McReynolds)**

Motion made by Vice Mayor George, Seconded by Alderman Montgomery.

RESOLUTION NO. 2024-179 A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION AND THE TENNESSEE STATE HISTORIC PRESERVATION OFFICER FOR THE PEDESTRIAN BRIDGE AT CENTENNIAL PARK 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. Consideration of a Resolution to Extend Availability of 12 Month Payment Arrangements for Utility Customers Who Accumulated Delinquent Balances (AF-46-2024) (Lisa Winkle)**

Motion made by Alderman Phillips, Seconded by Alderman Montgomery.

RESOLUTION NO. 2024-180 A RESOLUTION AUTHORIZING A TEMPORARY AMENDMENT TO THE PAYMENT ARRANGEMENTS PROVISIONS OF THE FINANCE DEPARTMENT POLICIES AND PROCEDURES FOR UTILITY BILLING AND CUSTOMER SERVICES

Passed: All present voting "aye."

- 8. Consideration of a Resolution to Enter into an Engineering Contract with Barge Design Solutions for Stormwater Asset Mapping and Data Collection (AF-47-2024) (Ryan McReynolds)**

Motion made by Vice Mayor George, Seconded by Alderman Olterman.

RESOLUTION NO. 2024-181 A RESOLUTION AWARDDING THE PROPOSAL FOR THE STORMWATER ASSET MAPPING AND DATA COLLECTION TO BARGE DESIGN SOLUTIONS 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."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, February 6, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

9. **Consideration of a Resolution to Enter into an Agreement with Hydromax USA for the Water Valve Assessment Program Project** (AF-44-2024) (Ryan McReynolds)

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

RESOLUTION NO. 2024-182 A RESOLUTION AWARDING THE BID FOR THE WATER VALVE ASSESSMENT PROGRAM PROJECT TO HYDROMAX USA 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."

10. **Consideration of a Resolution Requesting a Private Act from the Tennessee General Assembly Amending Article III, Section 5 of the City Charter** (AF-20-2024) (Mayor Shull)

Motion made by Mayor Shull. No second. Motion failed.

RESOLUTION REQUESTING THE GENERAL ASSEMBLY TO PASS A PRIVATE ACT AMENDING ARTICLE III SECTION 5 OF THE CHARTER OF THE CITY OF KINGSPORT PERTAINING TO COMPENSATION OF THE BOARD OF MAYOR AND ALDERMEN; AUTHORIZING THE CITY MANAGER TO SEND THIS RESOLUTION TO MEMBERS OF THE GENERAL ASSEMBLY; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

11. **Consideration of a Resolution Requesting a Private Act from the Tennessee General Assembly Amending Article III, Section 2 of the City Charter** (AF-21-2024) (Mayor Shull)

Motion made by Mayor Shull. No Second. Motion fails.

A RESOLUTION REQUESTING THE GENERAL ASSEMBLY TO PASS A PRIVATE ACT AMENDING ARTICLE III, SECTION 2 OF THE CHARTER OF THE CITY OF KINGSPORT RELATING TO THE TERM OF THE MAYOR; AUTHORIZING THE CITY MANAGER TO SEND THIS RESOLUTION TO MEMBERS OF THE GENERAL ASSEMBLY; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

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

Motion made by Vice Mayor George, Seconded by Alderman Olterman.

Passed as presented with a roll call vote: Alderman Cooper, Alderman Duncan, Vice Mayor George, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull

1. **Consideration of a Resolution Authorizing the Mayor to Execute an Amendment to the Contract Between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC)** (AF-45-2024) (Ryan McReynolds)

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, February 6, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

RESOLUTION NO. 2024-183 A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT IN LIEU OF PERFORMANCE BOND WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION INCREASING THE AMOUNT OF FINANCIAL ASSURANCE FOR THE LANDFILL; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT OR THIS RESOLUTION

- 2. Consideration of a Resolution to Renew the Lease with the Model City Makerspace (AF-41-2024) (Michael T. Borders)**

RESOLUTION NO. 2024-184 A RESOLUTION APPROVING A LEASE RENEWAL AGREEMENT WITH MODEL CITY MAKERSPACE D/B/A THE INVENTOR CENTER FOR 118 SHELBY STREET AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

- 3. Consideration of a Resolution Accepting the Donation of “Ashanti: A Carousel Zebra” to the Kingsport Carousel from the Bays Mountain Chapter of Embroiderers’ Guild of America (AF-39-2024) (Michael Borders)**

RESOLUTION NO. 2024-185 A RESOLUTION ACCEPTING A DONATION OF THE EMBROIDERY “ASHANTI: A CAROUSEL ZEBRA” TO THE KINGSFORT CAROUSEL FROM THE BAYS MOUNTAIN CHAPTER OF EMBROIDERERS’ GUILD OF AMERICA

- 4. Consideration of a Resolution Authorizing the Mayor to Sign the Licensing Agreement to Host the American Red Cross Instructor Trainer Academies for the City of Kingsport, Kingsport Aquatic Center (AF-42-2024) (Michael Borders)**

RESOLUTION NO. 2024-186 A RESOLUTION APPROVING A LICENSING AGREEMENT WITH AMERICAN NATIONAL RED CROSS TO HOST AMERICAN RED CROSS INSTRUCTOR TRAINER ACADEMIES AT THE KINGSFORT AQUATIC CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, February 6, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

XIII. COMMUNICATIONS

1. City Manager

Mr. McCartt thanked Deputy City Manager McReynolds for filling in for him at the meeting last month. He also expressed gratitude to the entire city staff for the work they did during the snow.

2. Mayor and Board Members

Alderman Montgomery applauded the BMA for recognizing February as Black History month expressing appreciation for the support of city leadership. He pointed out this Saturday the Symphony of the Mountains is having a community celebration concert. Mr. Montgomery also commented on the dental school, noting the support for that project as well. Alderman Philips mentioned the carousel reopened last weekend after being down for remodeling and the farmers market is still being improved. He also talked about the efforts of public works employees during the weather event last month. Mr. Phillips pointed out the governor would be visiting tomorrow regarding the dental school. Lastly, he remarked on the workbase learning graduation ceremony at DB and how much the program has grown since its implementation. Alderman Olterman reminisced about “Never to Slick for Swick” in regard to the schools dismissing for weather. Alderman Duncan commented on the need for the dental clinic and the benefits it will provide. He mentioned next Wednesday is Valentines Day and encouraged everyone to shop local. Alderman Cooper echoed sentiments on the dental clinic and the unique opportunity it represents. She reminded citizens to check the This Is Kingsport website as well as the library to keep up with events going on. Vice-Mayor George also mentioned the dental clinic noting it is a regional project, not just for Kingsport. She thanked Ken Weems for answering questions and engaging with citizens to inform, educate and let them know they have a voice. Mayor Shull commented on the items that did not pass regarding the changes to the Board of Mayor and Aldermen.

XIV. ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:38 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Consideration of an Ordinance to Establish a Historic District Overlay Applied to the 100 Block Broad Street

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

Action Form No.: AF-50-2024
Work Session: February 19, 2024
First Reading: February 20, 2024
Final Adoption: March 19, 2024
Staff Work By: Savannah Garland
Presentation By: S. Garland

Recommendation:

- Hold public hearing
- Approve ordinance establishing a Historic District Overlay applied to the 100 Block of Broad Street.

Executive Summary:

This is a request from the Downtown Kingsport Association to establish a Historic Overlay District applied to the 100 Block of Broad Street. The zoning area contains 16 parcels and is approximately 3.24+/- acres in size. The overlay district proposal is in addition to the existing B-2, Central Business District that serves as the base zone for the 100 block of Broad Street. Staff conducted a property owner informational meeting that was held on December 11, 2023 at the Kingsport Chamber. Many supportive public comments have been received in favor of approving the proposal. One property owner within the 100 block of Broad Street opposes the request, while acknowledging that the need for the request is understood. During their February 2024 regular meeting, the Historic Zoning Commission voted to send a positive recommendation to the Kingsport Regional Planning Commission in support of approving the Historic District Overlay zone request by a vote of 5-0. During their February 2024 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the Historic District Overlay zone request by a vote of 7-0. The notice of public hearing was published on February 5th, 2024.

Attachments:

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

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

Item VIII1.

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ESTABLISH A HISTORIC DISTRICT OVERLAY FOR PROPERTY LOCATED ALONG THE 100 BLOCK OF BROAD STREET IN THE 11TH 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 establish a historic district overlay for property along the 100 block of Broad Street in the 11th Civil District of Sullivan County; said area to be zoned being further and more particularly described as follows:

BEGINNING at a point, said point lying along the centerline of West Market Street, approximately 38 feet north of the northern corner of Tax Map 046P, Group A, Parcel 21.10; thence in an southeasterly direction, following the centerline of West Market Street and transitioning to the centerline of East Market Street, approximately 390 feet to a point, said point lying along the centerline of East Market Street, approximately 39 feet northeast of the eastern corner of parcel 15; thence in a southwesterly direction, crossing over the southern right-of-way of East Market Street, and following the centerline of an unnamed alley, approximately 425 feet to a point, said point lying on the centerline of an unnamed alley, approximately 11 feet south of the southern corner of parcel 8; thence in a northwesterly direction, following the centerline of an unnamed alley, and crossing the right-of-way of Broad Street, approximately 390 feet to a point, said point lying on the centerline of an unnamed alley, approximately 12 feet southwest of the western corner of parcel 30; thence in a northeasterly direction, following the centerline of an unnamed alley, approximately 425 feet to the point of BEGINNING, and being all of parcels 8, 9, 10, 11, 12, 13, 15, 21.10, 22, 23, 24, 25, 27, 28, 29, and 30, Tax Map 046P, Groups A and B, as well as a portion of Broad Street right-of-way, approximately 425 feet in length, a portion of the southern side of East Market Street right-of-way, approximately 195 feet in length, a portion of the southern side of West Market Street right-of-way, approximately 195 feet in length, a portion of an unnamed alley, approximately 425 feet in length, a portion of unnamed alley, approximately 390 feet in length, and a portion of unnamed alley approximately 425 feet in length, being approximately 3.8 acres in size as shown on the April 2023 Sullivan County Tax Maps.

SECTION II. 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 HISTC24-0012

New Historic District Overlay (H-20)

Property Information			
Address	100 Block of Broad Street		
Tax Map, Group, Parcel	See attached		
Civil District	11 th		
Overlay District	Proposed H-20		
Land Use Designation	Retail/Commercial		
Acres	+/- 3.24		
Existing Use	Retail/Commercial	Existing Zoning	B-2
Proposed Use	Same	Proposed Zoning	H-20 (Overlay)
Owner /Applicant Information			
Name: KPT Downtown Association Address: 400 Clinchfield St City: Kingsport State: TN Zip Code: 37660 Phone: (423) 392-8822		Intent: <i>To create a new Historic District Overlay zone applied to the 100 Block of Broad Street.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to Board Mayor and Alderman to apply the Historic Overlay District to the 100 Block of Broad Street.</p> <p>Staff Field Notes and General Comments:</p> <p><i>The zoning area for the proposed historic overlay consists of 16 parcels and approximately 3.24 +/- acres. The Overlay Historic District is in addition to the existing base zone, which is B-2, Central Business District. The Kingsport Design Review Guidelines cover both residential and commercial properties. The guidelines do no mandate investments or improvements in structures and only apply to exterior modifications. Staff held an informational meeting with impacted property owners about the proposed new historic overlay at the Kingsport Chamber on December 11, 2023.</i></p>			
Planner:	Savannah Garland	Date:	January 22 nd , 2024
		Meeting Date:	Feb. 15th, 2024
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION	Historic District Overlay Zone
ADDRESS	100 Block of Broad Street
DISTRICT	11
OVERLAY DISTRICT	Proposed H-20
EXISTING ZONING	B-2
PROPOSED ZONING	H-20 (overlay district)
ACRES	3.24 +/-
EXISTING USE	retail/commercial
PROPOSED USE	retail/commercial

INTENT & RATIONALE

To create a new Historic Overlay Zone on the 100 Block of Broad Street. *The Intent of the Historic District Overlay is to protect and preserve historical architectural values, provide protection from uses that would lessen the significance of the surrounding uses, create an aesthetic atmosphere, strengthen the economy and promote education and knowledge of heritage of the present and future citizens of the community. If passed by the Kingsport Regional Planning Commission meeting, the Kingsport Board Mayor and Alderman will consider this request during their regular meeting scheduled for February 20th, 2024. The applicant is requesting the 100 block of Broad Street because some buildings are at risk of demolition due to neglect. The local historic regulations include a provision to prevent “demolition by neglect”, a condition in which the city can step in, if necessary, to stabilize the structure and place a lien on the property to offset the expense.*

From staff’s perspective, the 100 block of Broad Street contains the oldest structures (predominantly early 1920’s) along Broad Street. Staff is supportive of this request, believing that these historic structures will benefit from the designation as time goes on. Staff views Broad Street as the spinal cord of downtown and recognizes the benefit that a historic overlay would bring to this section of downtown.

HISTORIC ZONING COMMISSION APPLICATION



APPLICANT INFORMATION:

Last Name	Downtown KPT Association	First		M.I.		Date	11-7-2023
Street Address	400 Clinchfield St.				Apartment/Unit #		
City	Kingsport	State	TN	ZIP	37660		
Phone	423-392-8822		E-mail Address	rcleary@downtownkingsport.org			

PROPERTY INFORMATION:

Tax Map Information	Tax map:	Group:	Parcel:	Lot:			
Street Address	Please see attached				Apartment/Unit #		
Name of Historic Zone	Broad Street District						
Current Use							

REPRESENTATIVE INFORMATION:

Last Name	Same as applicant	First		M.I.		Date	
Street Address					Apartment/Unit #		
City		State		ZIP			
Phone			E-mail Address				

REQUESTED ACTION:

To create a new H-20 overlay district (Broad St.)

DISCLAIMER AND SIGNATURE

By signing below I state that I have read and understand the conditions of this application and have been notified as to the location, date and time of the meeting in which my application will be reviewed by the Commission. I further state that I am/we are the sole and legal owner(s) of the property described herein or have been appointed by the property owner to serve as a representative for this application and that I am/we are appealing to the Historic Commission.

Signature: Donna M. Crand Date: 11/13/23

Signed before me on this 17th day of Nov, 2023
 a notary public for the State of Tennessee
 County of Sullivan

Notary Lori P. Lane
 My Commission Expires Nov. 21 2026



PARCEL	TAXYR	ADDRESS
21.1	C	MARKET ST W 109
22	C	BROAD ST & 156 152
23	C	BROAD ST 144
24	C	BROAD ST 140
15	C	BROAD ST 155
25	C	BROAD ST & 134 130
13	C	BROAD ST 147
27	C	BROAD ST & 128 126
28	C	BROAD ST 122
12	C	BROAD ST 139
29	C	BROAD ST 120
30	C	BROAD ST 116
11	C	BROAD ST 137
10	C	BROAD ST 133
9	C	BROAD ST 125
8	C	BROAD ST 117



Prepared by Kingsport Planning Department for the
Kingsport Regional Planning Commission Meeting on February 15th, 2024

Zoning Map



1/29/2024, 10:16:44 AM

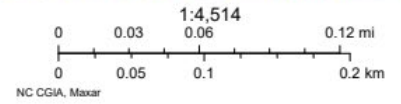
Demolition Liens

Sullivan County Parcels Jan 2023

Parcels

Kpt 911 Address

City Zoning	GC	AR	B-3	BC	M-2	PBD-3	PMD-2
<Null>	B-2E	B-1	B-4	GC	MX	PBD*	PUD
T/A/C	A-1	B-2	B-4P	M-1	P-1	PD	PVD
R-5	A-2	B-3	B-4P	M-1R	P-D	PMD-1	R-1



Web AppBuilder for ArcGIS



100 Block of Broad with HZ



1/29/2024, 10:23:23 AM

Demolition Liens

Demolition

Sullivan County Parcels Jan 2023

Parcels

Kpt 911 Address

Historic Districts

Urban Growth Boundary

Streets

Interstate

Expressway

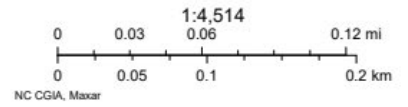
Major Arterial

Minor Arterial

Collector Street

Local Street

Private Street



Web AppBuilder for ArcGIS

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board Mayor and Alderman to apply and Historic Overlay District on the 100 Block of Broad Street.



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY24

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

Action Form No.: AF-25-2024
Work Session: February 19, 2024
First Reading: February 20, 2024
Final Adoption: March 19, 2024
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:
Approve the Budget Ordinance.

Executive Summary:
The Water Project Fund is being amended by transferring \$44,844 from the Plant Facility Improvement project (WA2101) and \$26,982 from the Pump Station Improvement project (WA2301) for a total of \$71,826 to the Colonial View Pump Station project (WA2305) in the amount of \$57,000 and to the Pump Station Improvement project (WA2401) in the amount of \$14,826. Closes WA2301.

The Sewer Project Fund is being amended by transferring \$8,309 from the Sewer line Imp project (SW2301), \$161,741 from the Maintenance Facility Improvements project (SW2202), \$61,900 from the South Fork Sewer Basin project (SW2304), and \$22,319 from the Industry Dr Property purchase project (SW2403) for a total of \$254,269 to be transferred to the Sewer I & I Rehab project (SW2203) in the amount of \$7,527, the W KPT Sewer Evaluation project (SW2207) in the amount of \$117,500, and the Main Facility Imp project (SW2402) in the amount of \$129,242. Closes SW2301, SW2403, and SW2203.

Attachments:
1. Budget Ordinance

	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, 2024; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund be amended by transferring \$44,844 from the Plant Facility Improvement project (WA2101) and \$26,982 from the Pump Station Improvement project (WA2301) for a total of \$71,826 to the Colonial View Pump Station project (WA2305) in the amount of \$57,000 and to the Pump Station Improvement project (WA2401) in the amount of \$14,826. Close WA2301.

SECTION II. That the Sewer Project Fund be amended by transferring \$8,309 from the Sewer line Imp project (SW2301), \$161,741 from the Maintenance Facility Improvements project (SW2202), \$61,900 from the South Fork Sewer Basin project (SW2304), and \$22,319 from the Industry Dr Property purchase project (SW2403) for a total of \$254,269 to be transferred to the Sewer I & I Rehab project (SW2203) in the amount of \$7,527, the W KPT Sewer Evaluation project (SW2207) in the amount of \$117,500, and the Main Facility Imp project (SW2402) in the amount of \$129,242. Close SW2301, SW2403, and SW2203.

Account Number/Description:

Water Project Fund: 451

Plant Facility Imp (WA2101)

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
451-0000-391.05-45 Series 2016 Go (Nov 4)	31,287	0	31,287
451-0000-391.05-56 Series 2019 GO Improvement	23,862		23,862
451-0000-391.45-00 From Water Fund	89,580	(44,844)	44,736
Total:	144,729	(44,844)	99,885

Expenditures:

451-0000-605.20-23 Arch/Eng/Landscaping Serv	128,919	(29,319)	99,600
451-0000-605.90-03 Improvements	15,810	(15,525)	285
Total:	144,729	(44,844)	99,885

Pump Station Imp (WA2301)

Revenues:

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
451-0000-391.45-00 From Water Fund	143,059	(26,982)	116,077
Total:	143,059	(26,982)	116,077

Expenditures:

451-0000-605.90-19 Pump Stations	143,059	(26,982)	116,077
Total:	143,059	(26,982)	116,077

Colonial View Pump Station (WA2305)

Revenues:

451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 300,000	\$ 57,000	\$ 357,000
Total:	300,000	57,000	357,000

Expenditures:

451-0000-605.90-03 Improvements

	\$ 300,000	\$ 57,000	\$ 357,000
Total:	300,000	57,000	357,000

Pump Station Imp (WA2401)

Revenues:

451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 159,000	\$ 14,826	\$ 173,826
Total:	159,000	14,826	173,826

Expenditures:

451-0000-605.90-19 Pump Stations

	\$ 159,000	\$ 14,826	\$ 173,826
Total:	159,000	14,826	173,826

Account Number/Description:

Sewer Project Fund: 452

Sewer Line Imp (SW2301)

Revenues:

452-0000-391.42-00 From Sewer Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 273,425	\$ (8,309)	\$ 265,116
Total:	273,425	(8,309)	265,116

Expenditures:

452-0000-606.90-01 Land

452-0000-606.90-27 Sewer Taps

452-0000-606.90-28 Sewer Improvements

	\$ 17	\$ 0	\$ 17
	11,337	0	11,337
	262,071	(8,309)	253,762
Total:	273,425	(8,309)	265,116

Maint Facility Imp (SW2202)

Revenues:

452-0000-391.42-00 From Sewer Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 206,954	\$ (161,741)	\$ 45,213
Total:	206,954	(161,741)	45,213

Expenditures:

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

452-0000-606.90-03 Improvements

	\$ 24,000	\$ 0	\$ 24,000
	182,954	(161,741)	21,213
Total:	206,954	(161,741)	45,213

South Fork Sewer Basin (SW2304)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-337-16-23 American Rescue Plan	161,500	0	161,500
452-0000-391.42-00 From Sewer Fund	102,400	(61,900)	40,500
Total:	263,900	(61,900)	202,000
<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	263,900	(61,900)	202,000
Total:	263,900	(61,900)	202,000

Industry Dr Prop Purch (SW2403)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-69 GO Bonds Series 2021	424,000	(22,319)	401,681
Total:	424,000	(22,319)	401,681
<u>Expenditures:</u>	\$	\$	\$
452-0000-601.90-01 Land	424,000	(22,319)	401,681
Total:	424,000	(22,319)	401,681

Sewer I&I Rehab (SW2203)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-47 Series 2017 B GO Bonds	34	0	34
452-0000-391.05-69 GO Bonds Series 2021	298,249	0	298,249
452-0000-391.42-00 From Sewer Fund	198,477	7,527	206,004
Total:	496,760	7,527	504,287
<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	115	0	115
452-0000-606.90-01 Land	460,024	0	460,024
452-0000-606.90-03 Improvements	36,621	7,527	44,148
Total:	496,760	7,527	504,287

W KPT Sewer Evaluation (SW2207)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.42-00 From Sewer Fund	213,398	117,500	330,898
Total:	213,398	117,500	330,898
<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	213,398	117,500	330,898
Total:	213,398	117,500	330,898

Maint Facility Imp (SW2402)

Revenues:

452-0000-391.05-69 GO Bonds Series 2021
452-0000-391.42-00 From Sewer Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	22,319	22,319
	100,000	106,923	206,923
Total:	100,000	129,242	229,242

Expenditures:

452-0000-606.90-03 Improvements

	\$	\$	\$
	100,000	129,242	229,242
Total:	100,000	129,242	229,242

SECTION III. 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 an Ordinance to Amend Chapter 22 Buildings and Building Regulations Article III Section 22-96 as it Relates to Adopted Codes

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

Action Form No.: AF-6-2024
Work Session: February 5, 2024
First Reading: February 6, 2024
Final Adoption: February 20, 2024
Staff Work By: Committee
Presentation By: Jessica Harmon

Recommendation:
Approve the Ordinance

Executive Summary:

This ordinance would make necessary changes to the City Code as it relates to our Residential and Energy Codes to align with state law. On July 1, 2023, Public Chapter 312 became effective which directs that exempt jurisdictions cannot be more stringent than the currently adopted state energy code language. During the city’s three-year audit process for the Building Department, the State Fire Marshalls Office noted that our Energy Code lacked the necessary language to be in line with the new Public Chapter 312.

The proposed amendments insert the 2009 residential tables into the 2018 International Energy Conservation Code and the 2018 International Residential Code, Chapter 11. This change would reduce the insulation R value requirements for attics, walls & crawlspaces as well as making other provisions optional instead of mandatory. Our codes have previously been amended to do this, however, the State Fire Marshall has requested that our language match the states. This ordinance will satisfy the state audit requirements.

Attachments:

- 1. Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 22, ARTICLE III, SECTION 22-96 RELATING TO CODES ADOPTED BY REFERENCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That subsection (d) and subsection (e) of Section 22-96 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

- d) *Energy Conservation Code.* The provisions of the International Energy Conservation Code, 2018 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Energy Conservation Code, 2018 edition is hereby amended as follows:
 - (1) To the extent the 2018 edition of the International Energy Conservation Code contains standards more stringent than the state minimum standards adopted by the state fire marshal for one-family and two-family construction and additions thereto of thirty (30) or more square feet of interior space, the state minimum standard shall apply in accordance with Tenn. Code Ann § 68-120-101(b)(2)(A)(iii) (2023) and Tenn. Comp. R. & Regs. Chapter 0780-02-23 (2023) or as may be amended from time to time.
 - (2) Section C109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the International Building Code, 2018 edition shall serve as the Board of Appeals for the International Energy Conservation Code, 2018 edition."
 - (3) Section R109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the International Building Code, 2018 edition shall serve as the Board of Appeals for the International Energy Conservation Code, 2018 edition."
 - (4) The following tables are to be replaced by tables from the 2009 edition of the International Energy Code as noted:

Replace 2018 Tables	with	2009 Tables
C402.1.4 Opaque thermal envelope Assembly requirements		502.1.2 Building Envelope requirements Opaque Element, max U-Factors
C402.1.3 Opaque thermal envelope Requirements		502.2(1) Building envelope requirements opaque assemblies
C402.4 Building envelope requirements Fenestrations		502.3 Building envelope requirements Fenestrations

C403.3.2 (1)-(9) HVAC equip performance		503.2.3(1)-(7) HVAC equip performance
R402.1.2 Insulation and fenestration Requirements by component		402.1.1 Insulation and fenestration Requirements by component
R402.1.4 Equivalent U-factors		402.1.3 Equivalent U-factors
R405.5.2 (1) Spec for standard reference and proposed design		405.5.2(1) Spec for standard reference and proposed design

- (5) CHAPTER 4 [RE] - The testing required by 402.4.2.1 (Blower Door) & 403.2.2 (Duct Blaster) become optional effective March 1, 2024.
- (e) *Residential Code*. The provisions of the International Residential Code, 2018 edition, including appendix F, Q, and J for one and two-family dwellings, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Residential Code, 2018 edition is hereby amended as follows:
- (1) Section R104 is amending by adding a new section to read "R104.10.2 All references to flood prone areas contained within this code shall comply with Kingsport's duly adopted Flood Insurance Program requirements as shown on the current Flood Insurance Rate Maps (FIRM) or the Flood Boundary and Floodway Maps (FBFM) provided by the National Flood Insurance Program. Any conflicts between the requirements contained herein and those contained in the Flood Insurance Program, the duly adopted Flood Insurance Program shall apply."
 - (2) Section R105.2 pertaining to work exempt from permit is amended by deleting the phrase "200 square feet" and in lieu thereof substituting the phrase "120 square feet."
 - (3) Section R105.2 pertaining to work exempt from permit is amended by deleting the phrase "Fences not over 7 feet (2133 mm) high" and in lieu thereof substituting the phrase "Fences not over 8 feet high."
 - (4) Section R202 pertaining to definitions is pursuant to TCA § 68-120-101(a)(8)(C)(i)(a) amended by deleting the definition of TOWNHOUSE in its entirety and in lieu thereof substituting the phrase "A single-family dwelling unit constructed in a group of three or more attached units in which each unit is separated by a 2 hour fire wall extending from foundation to roof and with a yard or public way on not less than two sides being exempt from sprinkler requirements of Section R313.1 and Section P2904 of the International Residential Code, 2018 edition, however, if a sprinkler system is installed it shall meet the requirements of these sections."
 - (5) Pursuant to TCA 68-120-101(a)(8)(A), the sprinkler requirements in section R313.2 and section P2904 shall not be mandatory for One-and Two Family Dwellings, provided however, if a sprinkler system is installed it shall meet the requirements of section R313.2 and section P2904.
 - (6) Chapter 11 [RE] Energy Conservation - Delete Chapter 11 in its entirety and replace it with the 2018 Energy Code as adopted per Section I 22-96 (d). The testing required by R402.4.2.1 (Blower Door) and R403.2.2 (Duct Blaster) to be optional effective March 1, 2024.

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

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY24

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

Action Form No.: AF-25-2024
Work Session: February 5, 2024
First Reading: February 6, 2024

Final Adoption: February 20, 2024
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

The General Fund budget is being amended by increasing the Miscellaneous line (110-4804-481.70-13) by \$129,288 for funds received from Traveler's Insurance for the repair of the facility at Eastman Park and by reducing the To Gen Proj-Special Rev line (110-4804-481.70-35) by \$302,912 by allocating \$129,288 to the Facilities Improvements project (NC2221), reducing the Aesthetic Imp project (NC2301) by \$162,200, and reducing the Aesthetic Imp project (NC2400) by \$270,000, by reducing the Advertising & Publication line (110-4810-481.20-10) by \$6,200, increasing the To Solid Waste Fund line (110-4804-481.70-22) by \$278,400, and by increasing the To Fleet Fund line (110-4804-481.70-51) by \$160,000.

The General Projects-Special Revenue Fund is being amended by appropriating \$100,000 received from the TN Tourism Grant to the Observation Tower project (NC2415), by appropriating \$20,000 received from the Enbridge, Inc. Safe Community First Responder Program to the LNG Training project (NC2416), by reducing the Aesthetic Imp project (NC2301) by \$162,200 and the Aesthetic Imp project (NC2400) by \$270,000 for a total of \$432,200 being returned to the General Fund Close NC2301 & NC2400.

The General Projects Fund is being amended by transferring \$22,277 from the Street Resurfacing project (GP2100) to the Street Resurfacing project (GP2400), and by transferring \$438,400 from the PW Recycling Centers project (GP2207) to the Street Resurfacing project (GP2400).

The Solid Waste Fund is being amended by appropriating \$278,400 from the General Fund to the From General Fund line (415-0000-391.01-00) and the Solid Waste Project Fund line (415-6996-696.76-03).

The Sewer Project Fund is being amended by transferring \$24,455 from the WWTP Equalization Basin project (SW2002) to the Litigation Contingency project (SW2208) in the amount of \$1,120, to the Pump Station Imp O&M project (SW2300) in the amount of \$17,397, and to the WWTP Equipment project (SW2305) in the amount of \$5,938, by transferring \$715 from the WWTP Digester Cleaning project (SW2010) to the WWTP Equipment project (SW2305), and by transferring \$26,122 from the Systemwide Flow Monitoring project (SW2004) to the W KPT Sewer Evaluation project (SW2207). Close SW2002, SW2004, SW2010, SW2208, SW2300, and SW2301.

The Solid Waste Project Fund is being amended by transferring \$160,000 from the Solid Waste Equipment project (DL2202) and allocating \$278,400 from the Solid Waste Fund to the Sanitation Site Improvements project (DL2200). Close DL2202.

The Aquatic Center Project Fund is being amended by transferring \$48,000 from the KAC Miscellaneous project (AQ2403) to the KAC Starting Blocks project (AQ2400).

The Public Art Commission Fund is being established by appropriating a total of \$10,000 to various line items within the new fund.

Attachments:

1. Budget Ordinance

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

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR
THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund budget be amended by increasing the Miscellaneous line (110-4804-481.70-13) by \$129,288 for funds received from Traveler's Insurance for the repair of the facility at Eastman Park and by reducing the To Gen Proj-Special Rev line (110-4804-481.70-35) by \$302,912 by allocating \$129,288 to the Facilities Improvements project (NC2221), reducing the Aesthetic Imp project (NC2301) by \$162,200, and reducing the Aesthetic Imp project (NC2400) by \$270,000, by reducing the Advertising & Publication line (110-4810-481.20-10) by \$6,200, increasing the To Solid Waste Fund line (110-4804-481.70-22) by \$278,400, and by increasing the To Fleet Fund line (110-4804-481.70-51) by \$160,000.

SECTION II. That the General Projects-Special Revenue Fund be amended by appropriating \$100,000 received from the TN Tourism Grant to the Observation Tower project (NC2415), by appropriating \$20,000 received from the Enbridge, Inc. Safe Community First Responder Program to the LNG Training project (NC2416), by reducing the Aesthetic Imp project (NC2301) by \$162,200 and the Aesthetic Imp project (NC2400) by \$270,000 for a total of \$432,200 being returned to the General Fund Close NC2301 & NC2400.

SECTION III. That the General Projects Fund be amended by transferring \$22,277 from the Street Resurfacing project (GP2100) to the Street Resurfacing project (GP2400), and by transferring \$438,400 from the PW Recycling Centers project (GP2207) to the Street Resurfacing project (GP2400).

SECTION IV. That the Solid Waste Fund be amended by appropriating \$278,400 from the General Fund to the From General Fund line (415-0000-391.01-00) and the Solid Waste Project Fund line (415-6996-696.76-03).

SECTION V. That the Sewer Project Fund be amended by transferring \$24,455 from the WWTP Equalization Basin project (SW2002) to the Litigation Contingency project (SW2208) in the amount of \$1,120, to the Pump Station Imp O&M project (SW2300) in the amount of \$17,397, and to the WWTP Equipment project (SW2305) in the amount of \$5,938, by transferring \$715 from the WWTP Digester Cleaning project (SW2010) to the WWTP Equipment project (SW2305), and by transferring \$26,122 from the Systemwide Flow Monitoring project (SW2004) to the W KPT Sewer Evaluation project (SW2207). Close SW2002, SW2004, SW2010, SW2208, SW2300, and SW2301.

SECTION VI. That the Solid Waste Project Fund be amended by transferring \$160,000 from the Solid Waste Equipment project (DL2202) and allocating \$278,400 from the Solid Waste Fund to the Sanitation Site Improvements project (DL2200). Close DL2202.

SECTION VII. That the Aquatic Center Project Fund be amended by transferring \$48,000 from the KAC Miscellaneous project (AQ2403) to the KAC Starting Blocks project (AQ2400).

SECTION VIII. That the Public Art Commission Fund be established by appropriating a total of \$10,000 to various line items within the fund.

Account Number/Description:

General Fund: 110

Revenues:

110-0000-368.99-00 Miscellaneous

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 150,000	\$ 129,288	\$ 279,288
Total:	150,000	129,288	279,288

Expenditures:

110-4804-481.70-22 To Solid Waste Fund

110-4804-481.70-35 To Gen Proj-Special Rev

110-4804-481.70-51 To Fleet Fund

110-4810-481.20-10 Advertising & Publication

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 2,300,000	\$ 278,400	\$ 2,572,200
	1,273,557	(302,912)	970,645
	0	160,000	160,000
	11,000	(6,200)	4,800
Total:	3,584,557	129,288	3,707,645

General Projects-Special Revenue Fund: 111

Account Number/Description:

Facilities Improvements (NC2221)

Revenues:

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 605,000	\$ 129,288	\$ 734,288
Total:	605,000	129,288	734,288

Expenditures:

111-0000-601.90-03 Improvements

	\$ 605,000	\$ 129,288	\$ 734,288
Total:	605,000	129,288	734,288

Aesthetic Improvements (NC2301)

Revenues:

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 270,000	\$ (162,200)	\$ 107,800
Total:	270,000	(162,200)	107,800

Expenditures:

111-0000-601.20-22 Construction Contracts

	\$ 270,000	\$ (162,200)	\$ 107,800
Total:	270,000	(162,200)	107,800

Aesthetic Improvements (NC2400)

Revenues:

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 270,000	\$ (270,000)	\$ 0
Total:	270,000	(270,000)	0

Expenditures:

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

	\$ 270,000	\$ (270,000)	\$ 0
Total:	270,000	(270,000)	0

Observation Tower (NC2415)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	0	100,000	100,000
Total:	0	100,000	100,000

Expenditures:

111-0000-601.90-03 Improvements	\$ 0	\$ 100,000	\$ 100,000
Total:	0	100,000	100,000

LNG Training (NC2416)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-364.20-00 From Corporations	0	20,000	20,000
Total:	0	20,000	20,000

Expenditures:

111-0000-601.20-40 Travel Expense	\$ 0	\$ 5,000	\$ 5,000
111-0000-601.20-41 Registration Fee/Tuition	0	5,000	5,000
111-0000-601.20-45 Training	0	10,000	10,000
Total:	0	20,000	20,000

General Project Fund: 311

Account Number/Description:

Street Resurfacing (GP2100)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	163,943	0	163,943
311-0000-368.10-66 Series 2019 GO Improvement	271,056	0	271,056
311-0000-368.21-01 Premium From Bond Sale	19,550	0	19,550
311-0000-391.01-00 From General Fund	942,016	(22,277)	919,739
Total:	1,396,565	(22,277)	1,374,288

Expenditures:

311-0000-601.20-22 Construction Contracts	\$ 1,344,002	\$ (39,715)	\$ 1,304,287
311-0000-601.20-23 Arch/Eng/Landscaping Serv	52,563	17,438	70,001
Total:	1,396,565	(22,277)	1,374,288

PW Facilities (GP2207)

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvement	27,555	0	27,555
311-0000-368.10-69 GO Bonds Series 2021	276,150	0	276,150
311-0000-368.10-72 GO Bonds Series 2023	910,898	(438,400)	472,498
311-0000-368.21-01 Premium From Bond Sale	50,793	0	50,793
Total:	1,265,396	(438,400)	826,996

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	925,000	(409,115)	515,885
311-0000-601.20-23 Arch/Eng/Landscaping Serv	0	87,302	87,302
311-0000-601.40-41 Bond Sale Expense	12,841	1	12,842
311-0000-601.90-01 Land	75,641	0	75,641
311-0000-601.90-03 Improvements	251,914	(116,588)	135,326
Total:	330,826	(438,400)	826,996

Street Resurfacing (GP2400)

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	3,400,000	0	3,400,000
311-0000-368.10-72 GO Bonds Series 2023	0	438,400	438,400
311-0000-391.01-00 From General Fund	0	22,277	22,277
Total:	3,400,000	460,677	3,860,677

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	3,000,000	328,477	3,328,477
311-0000-601.20-23 Arch/Eng/Landscaping Fee	400,000	132,200	532,200
Total:	3,400,000	460,677	3,860,677

Solid Waste Fund: 415

Account Number/Description:

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
415-0000-391.01-00 From General Fund	2,300,000	278,400	2,578,400
Total:	2,300,000	278,400	2,578,400

Expenditures:

	\$	\$	\$
415-6996-696.76-03 Solid Waste Project Fund	0	278,400	278,400
Total:	0	278,400	278,400

Sewer Project Fund: 452

Account Number/Description:

WWTP Equalization Basin (SW2002)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	737,000	(24,455)	712,545
Total:	737,000	(24,455)	712,545

Expenditures:	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	737,000	(24,455)	712,545
Total:	737,000	(24,455)	712,545

Litigation Contingency (SW2208)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	0	1,120	1,120
452-0000-391.42-00 From Sewer Fund	5,000	0	5,000
Total:	5,000	1,120	6,120

Expenditures:	\$	\$	\$
452-0000-606.20-20 Professional/Consultant	5,000	1,120	6,120
Total:	5,000	1,120	6,120

Pump Sta Imp O&M (SW2300)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	0	17,397	17,397
452-0000-391.42-00 From Sewer Fund	300,000	0	300,000
Total:	300,000	17,397	317,397

Expenditures:	\$	\$	\$
452-0000-606.90-19 Pump Stations	300,000	17,397	317,397
Total:	300,000	17,397	317,397

WWTP Equipment (SW2305)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	208,416	5,938	214,354
452-0000-391.05-69 GO Bonds Series 2021	0	715	715
Total:	208,416	6,653	215,069

Expenditures:	\$	\$	\$
452-0000-606.90-04 Equipment	208,416	6,653	215,069
Total:	208,416	6,653	215,069

<u>WWTP Digester Cleaning (SW2010)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvement	30,217	0	30,217
452-0000-391.05-69 GO Bonds Series 2021	455,000	(715)	454,285
452-0000-391.42-00 From Sewer Fund	150,000	0	150,000
Total:	635,217	(715)	634,502

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-22 Construction Contracts	635,217	(715)	634,502
Total:	635,217	(715)	634,502

<u>Systemwide Flow Monitoring (SW2004)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvement	264,900	0	264,900
452-0000-391.42-00 From Sewer Fund	125,000	(26,122)	98,878
Total:	389,900	(26,122)	363,778

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	389,900	(26,122)	363,778
Total:	389,900	(26,122)	363,778

<u>West Kingsport Sewer Evaluation (SW2207)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.42-00 From Sewer Fund	213,398	26,122	239,520
Total:	213,398	26,122	239,520

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	213,398	26,122	239,520
Total:	213,398	26,122	239,520

Account Number/Description:

Solid Waste Project Fund: 455

Sanitation Site Improvements (DL2200)

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
455-0000-391.13-00 From Solidwaste Mgmt Fund	200,000	438,400	638,400
Total:	200,000	438,400	638,400

<u>Expenditures:</u>	\$	\$	\$
455-0000-601.20-23 Arch/Eng/Landscaping Serv	200,000	438,400	638,400
Total:	200,000	438,400	638,400

Solid Waste Equipment (DL2202)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
455-0000-391.13-00 From Solid Waste Fund	160,000	(160,000)	0
Total:	160,000	(160,000)	0
<u>Expenditures:</u>	\$	\$	\$
455-0000-601.90-04 Equipment	160,000	(160,000)	0
Total:	160,000	(160,000)	0

Account Number/Description:

Aquatics Project Fund: 459

KAC Starting Blocks (AQ2400)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
459-0000-391.05-49 GO Bonds Series 2018 C	72,109	0	72,109
459-0000-391.37-00 From Aquatic Center	55,891	48,000	103,891
Total:	128,000	48,000	176,000
<u>Expenditures:</u>	\$	\$	\$
459-0000-629.90-03 Improvements	128,000	48,000	176,000
Total:	128,000	48,000	176,000

KAC Miscellaneous (AQ2403)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
459-0000-391.37-00 From Aquatic Center	200,000	(48,000)	152,000
Total:	200,000	(48,000)	152,000
<u>Expenditures:</u>	\$	\$	\$
459-0000-629.90-03 Improvements	200,000	(48,000)	152,000
Total:	200,000	(48,000)	152,000

Account Number/Description:

Fleet Maintenance Fund: 511

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
511-0000-391.01-00 From General Fund	0	160,000	160,000
Total:	0	160,000	160,000
<u>Expenditures:</u>	\$	\$	\$
511-5008-501.20-99 Miscellaneous	2,000	30,000	32,000
511-5008-501.90-10 Replacement Vehicles	6,687,370	130,000	6,817,370
Total:	6,689,370	160,000	6,849,370

Account Number/Description:

Public Art Commission Fund: 619

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
619-0000-341.30-65 Gift Shop Sales	0	2,500	2,500
619-0000-341.30-75 Program Leases	0	1,000	1,000
619-0000-364.10-00 From Individuals	0	2,500	2,500
619-0000-364.20-00 From Corporations	0	2,500	2,500
619-0000-364.30-00 From Non-Profit Groups		1,000	1,000
619-0000-368.99-00 Miscellaneous	0	500	500
Total:	0	10,000	10,000

Expenditures:

	\$	\$	\$
619-4512-471.20-20 Professional/Consultant	0	2,000	2,000
619-4512-471.20-99 Miscellaneous	0	2,000	2,000
619-4512-471.30-20 Operating Supplies & Tool	0	2,000	2,000
619-4512-471.30-22 Maintenance Supplies	0	2,000	2,000
619-4512-471.90-03 Improvements	0	2,000	2,000
Total:	0	10,000	10,000

SECTION IX. 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 an Ordinance to Amend Zoning of Tax Map 061D, Group E, Parcel 023.10 located along N Eastman Road from the R-1C, Residential District, to the P-1, Professional Offices District

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

Action Form No.: AF-35-2024
Work Session: February 5, 2024
First Reading: February 6, 2024
Final Adoption: February 20, 2024
Staff Work By: Ken Weems
Presentation By: K. Weems

Recommendation:

Approve ordinance amending the zoning ordinance to rezone Tax Map 061D, Group E, Parcel 023.10 along N Eastman Road from the R-1C, Residential District, to the P-1, Professional Offices District.

Executive Summary:

This is an owner-requested rezoning of approximately 0.5 acres identified as Tax Map 061D, Group E, Parcel 023.10 along N Eastman Road from the R-1C District to the P-1 District. The purpose of the rezoning is to facilitate construction of a new cell tower at the rezoning site. The sole public comment on this item was received during the January Planning Commission meeting. The comment was in opposition to the rezoning, with concern that a cell tower should not be located adjacent to the restaurants along N Eastman Road or the high school. Procedurally, it is important to note that final zoning approval for a new cell tower at the rezoning site is only achieved once the P-1 zone is approved and a subsequent application for a special exception is approved by the Kingsport Board of Zoning Appeals. During their January 2024 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 7-0. The notice of public hearing was published on January 22, 2024.

Attachments:

- 1. Zoning Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG N EASTMAN ROAD FROM THE R-1C, RESIDENTIAL DISTRICT TO THE P-1, PROFESSIONAL OFFICES DISTRICT IN THE 11TH 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 N Eastman Road from the R-1C, Residential District to the P-1, Professional Offices District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

TAX PARCEL 061D E 023.10

Land located in the 11th Civil district of Sullivan County, Tennessee. Being the property conveyed to Vinaya Beladoge & Rakshita H. Belagode as described in Deed Parcel 3 & 4 of record in Deed Book 2108C, Page 810, Register's Office, Sullivan County, Tennessee and being more particularly described as follows:

BEGINNING at a Concrete Monument found at the intersection of the Southern Right-of-Way Line of Westmoreland Avenue and the Eastern Right-of-Way Line of North Eastman Road;

Thence S 69°01'20" E, along said Right-of-Way Line, a distance of 30.15 feet to point;

Thence S 09°34'37" W, leaving said Right-of-Way Line, a distance of 82.89 feet to a point which lies 0.4' North of a concrete Monument found;

Thence S 78°48'25" E, a distance of 25.00 feet to a Concrete Monument found on the Western Line of a 15-foot-wide Alley of record in Plat Book A, Page 68, ROSC;

Thence S 11°11'33" W, along said Line a distance of 150.00 feet to the Northeast Corner of the lands of record in Parcel 1 of aforesaid Deed, said point lies 0.5 feet North of a Concrete Monument found;

Thence N 78°48'28" W, along said Line, a distance of 132.00 feet to a Capped Iron Rod set in the Eastern Right-of-Way Line of North Eastman Road;

Thence along said Right-of-Way Line and with a curve to the right with an arc length of 101.54 feet, with a radius of 777.36 feet, with a

chord bearing of N 20°56'46" E, with a chord length of 101.47 feet to a Capped Iron Rod found;

Thence N 33°54'27" E, along said Right-of-Way Line, a distance of 149.58 feet to the POINT OF BEGINNING.

The property described herein contains 0.50 Acres, more or less.

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____



AGENDA ACTION FORM

Consideration of a Resolution to Enter into a Professional Services Agreement with Cain Rash West Architects (CRW) for the Kingsport Sanitation Facility Design and Authorizing the Mayor to Sign all Applicable Documents

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

Action Form No.: AF-43-2024
Work Session: February 19, 2024
First Reading: N/A
Final Adoption: February 20, 2024
Staff Work By: Committee
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
Kingsport’s Public Works Department commissioned a study with Cain Rash West in 2022 to look at a master plan for the Streets & Sanitation complex on Industry Drive. It was determined that the Sanitation Division would benefit from moving off site with the development of property adjacent to the city landfill, located off Brookside Drive.

It is recommended to enter into a Professional Services Agreement with CRW for the Kingsport Sanitation Facility in the amount of \$552,500.00. Architectural services for this project includes the completion of construction drawings, bidding, and construction administration.

Funding is available and identified in DL2200.

- Attachments:**
- 1. Resolution
 - 2. CRW’s Proposal
 - 3. Proposed Site Plan

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CAIN RASH WEST ARCHITECTS FOR THE KINGSPORT SANITATION FACILITY DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in 2022, the Kingsport's Public Works Department commissioned a study with Cain Rash West Architects (CRW) in 2022 to look at a master plan for the Streets & Sanitation complex on Industry Drive, and it was determined that the Sanitation Division would benefit from moving off site with the development of property adjacent to the city landfill, located off Brookside Drive and

WHEREAS, the city would like to now enter into a Professional Services Agreement with CRW for the Kingsport Sanitation Facility in the amount of \$552,500.00; and

WHEREAS, the architectural services for this project includes the completion of construction drawings, bidding, and construction administration; and

WHEREAS, funding is available and identified in DL2200.

Now therefore,

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

SECTION I. That a Professional Services Agreement with Cain Rash West Architects for the Kingsport Sanitation Facility, 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, Professional Services Agreement with Cain Rash West Architects for the Kingsport Sanitation Facility 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 20th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

January 24, 2024

Mr. Tim Elsea
Assistant Public Works
Director, Streets and
Sanitation Division
City of Kingsport, Tennessee
609 W Industry Drive
Kingsport, TN 37660

Reference: **A New Site for: Kingsport Sanitation Division – Kingsport, TN**

Dear Mr. Elsea,

Thank you for the opportunity to provide a fee proposal for the City of Kingsport. Based on previously competed works and meetings with you and your staff, Cain Rash West Architects (CRW) propose to work on a lump-sum basis with the following scope of work:

Proposal Understanding and Scope:

After extensive master planning and consideration of the existing Public Works Department, it has been determined that the Sanitation Division would benefit from the development of property adjacent to the city landfill, located off Brookside Drive. We propose to prepare a bid package for the development of this site, to include multiple new structures to support the Sanitation Division's daily operations.

Project scope includes but is not limited to:

- Site/Civil work to develop the approximately 4.75-acre site.
- A&E Services to develop the seven (7) proposed structures on the site including:
 - Office Building – 3,500+ SQ. FT.
 - Repair Garage – 3,500+ SQ. FT.
 - 2x Covered Fleet Parking – 12,000+ SQ. FT.
 - Cart Storage Building – 4,250+ SQ. FT.
 - Fueling Area – 3,350+ SQ. FT.
 - Automated Wash Bay & Equipment Wash Area – 3,000+ SQ. FT.
- Bid Package for project scope include all Architectural, Civil, Landscaping, Structural, Mechanical, Electrical, Plumbing, and Fire Protection required for permitting and occupancy.
- Administrative services and support through the bidding and procurement phases.
- Full Construction Administration services, including shop drawing and submittal review, project site visits, attending regularly scheduled construction progress meetings, etc.

- CRW scope of services include procurement of Geotechnical and Topographic Surveying, which will be a reimbursable expense back to the Owner. CRW can provide multiple quotes for Owner review prior to execution.
- Design services include coordination with furniture, signage, and equipment vendors to aid in design, selection, and bidding of an FF&E package as a part of the project bid scope.

Exclusions Include:

- Additional Site Assessments such as EPA Phase 1 Surveying or Report Preparation.
- Modifications to existing roadways beyond immediate access to site.
- Any fees required for permitting, document review, or other approvals.

Fee Basis – *Lump Sum Fee of \$552,500.00 (6.5% of OPC Budget: \$8,502,758.00)*

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

Best regards,



Clinton D. Roberts, AIA, NCARB
Cain Rash West Architects



CainRashWest Architects

Typical Hourly Rates – January 2024

Principal Architect	\$165
Staff Architect/Senior Project Mgr.	\$130
Intern Architect	\$95
CAD Designer	\$85
Project Manager	\$120
Estimator	\$130
Secretarial	\$65
Principal Engineer	\$160
Engineer	\$155
Engineering Drafter	\$85

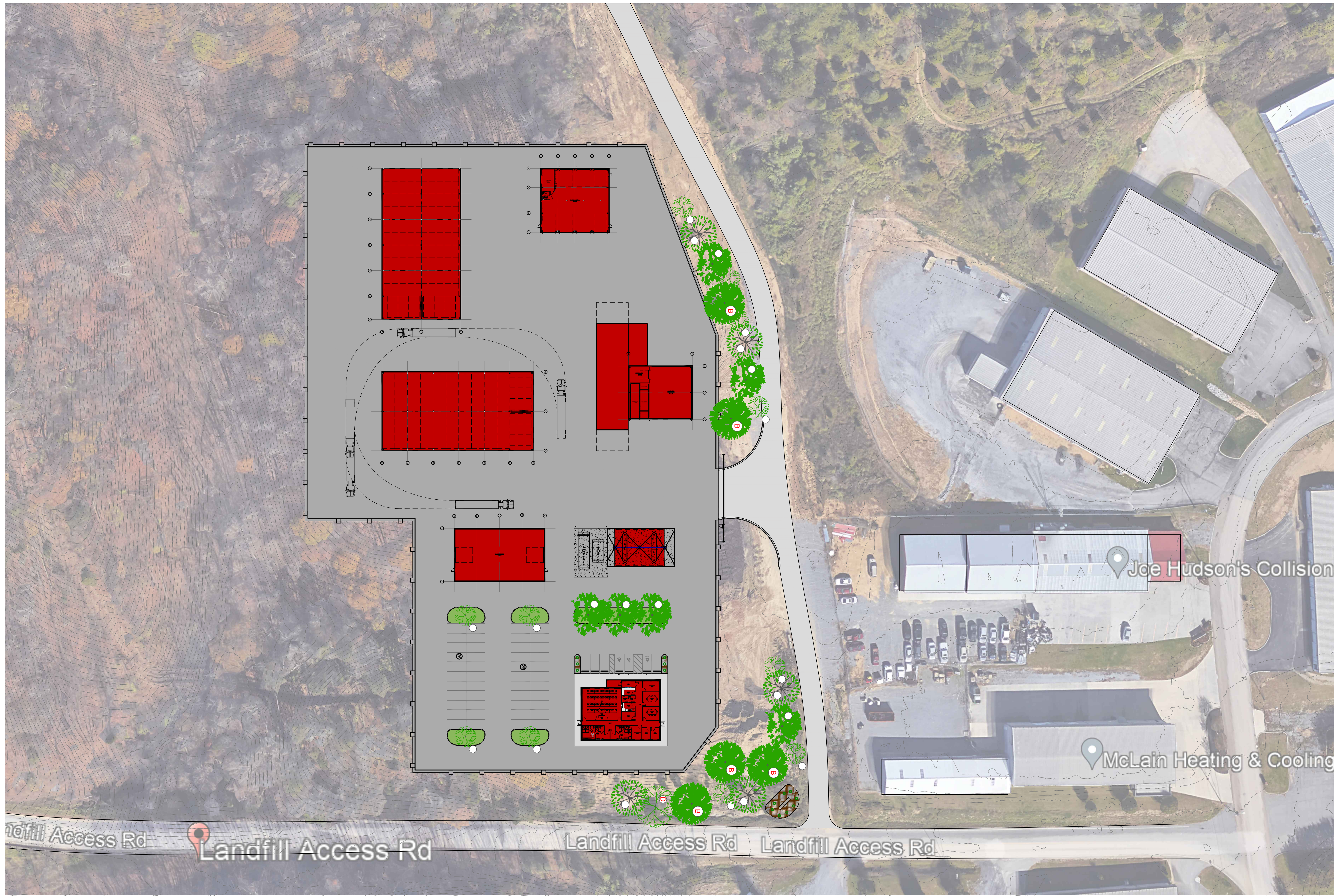
Engineering rates vary depending on discipline and firm. The rates noted above are an average. Actual rates are billed as a direct reimbursable expense after Owner approval of the engineering rate scale.

Travel: Direct Reimbursable - (Mileage \$0.67 per mile)

Reprographics: Direct Reimbursable

12x24 Blacklines	\$2.50 ea.
15x21 Blacklines	\$3.20 ea.
24x36 Blacklines	\$3.60 ea.
30x42 Blacklines	\$4.60 ea.
CD AutoCAD Files	\$32.00 ea.
8.5x11 Color Plots	\$4.60 ea.
11x17 Color Plots	\$7.60 ea.
18x24 Color Plots	\$10.60 ea.
18x24 Glossy Color Plots	\$11.60 ea.
24x36 Glossy Color Plots	\$14.50 ea.
24x36 Color Plots	\$14.00 ea.
24x36 Bond on Foam Board	\$33.00 ea.
24x36 Glossy on Foam Board	\$32.00 ea.
Laminated Color Plots	\$32.00 ea.
Text 8.5x11	\$0.35 ea.
Text 8.5x11color	\$0.45 ea.
Text 11x17	\$0.45 ea.

Item X11.

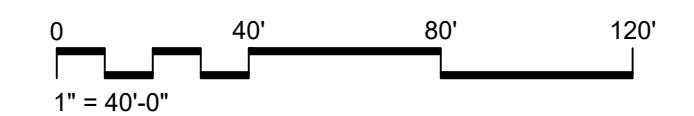
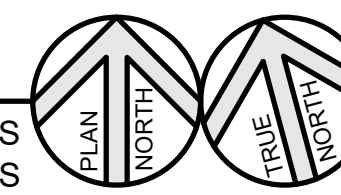


plotted: 7/12/2023 11:19:15 AM file: SITE LAYOUT.DWG

SITE LAYOUT PLAN

SCALE: 1" = 40'-0"

4.75 ACRES
59 PARKING SPACES



New Sanitation Site Study for:



**Cain
Rash
West**

Architects

130 Regional Park Dr.
Kingsport, TN 37660
Phn (423) 349-7760
Fax (423) 349-7413
www.grcinc.com

THIS DRAWING AS PREPARED BY CainRashWest Architects SHALL BE USED FOR THE SPECIFIC IDENTIFIED PROJECT ONLY. THIS DRAWING IS THE PROPERTY OF CainRashWest Architects AND SHALL BE RETURNED PER THEIR REQUEST

no.	date	rev. description
1	00-00-20	REVISION DESCRIPTION TEXT

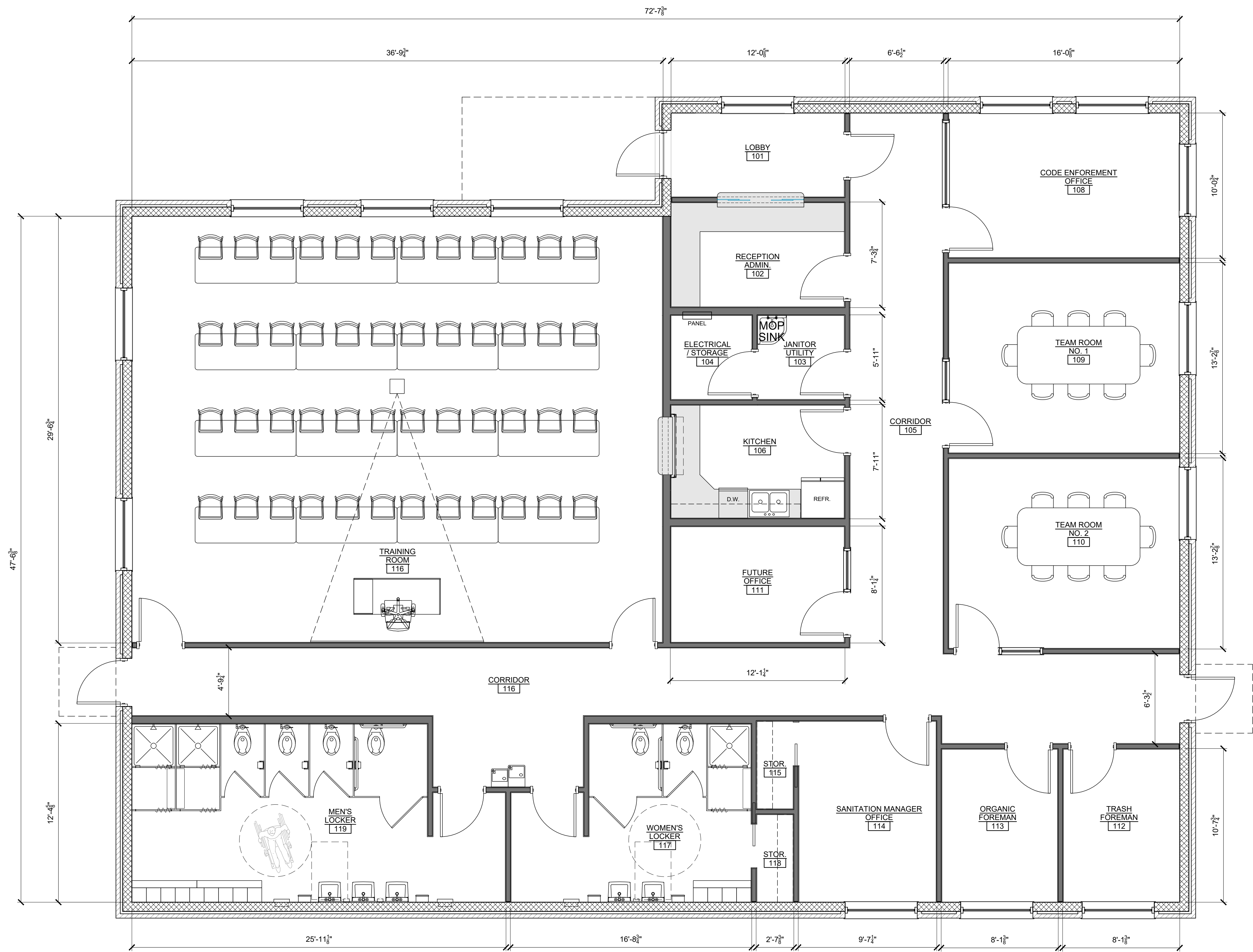
95% REVIEW
PRINT
7/12/2023
NOT FOR
CONSTRUCTION

issued XX MONTH 2023
checked NAME
drawn NAME
project no. 202000

SITE LAYOUT
PLAN

C-11

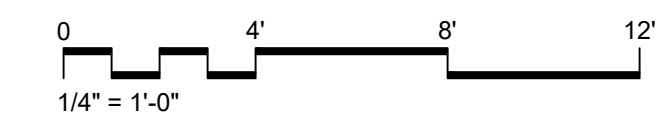
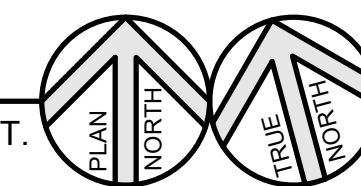
printed: 7/12/2023 11:19:16 AM file: SITE LAYOUT.DWG



OFFICE FLOOR PLAN

SCALE: 1/4" = 1'-0"

NEW = 3541 SQ. FT.



Item X11

New Sanitation Site Study for:



**Cain
Rash
West**
Architects

130 Regional Park Dr.
Kingsport, TN 37660
Phn (423) 349-7760
Fax (423) 349-7413
www.grcinc.com

THIS DRAWING AS PREPARED BY CainRashWest Architects SHALL BE USED FOR THE SPECIFIC IDENTIFIED PROJECT ONLY. THIS DRAWING IS THE PROPERTY OF CainRashWest Architects AND SHALL BE RETURNED PER THEIR REQUEST

no.	date	rev. description
1	00-00-20	REVISION DESCRIPTION TEXT

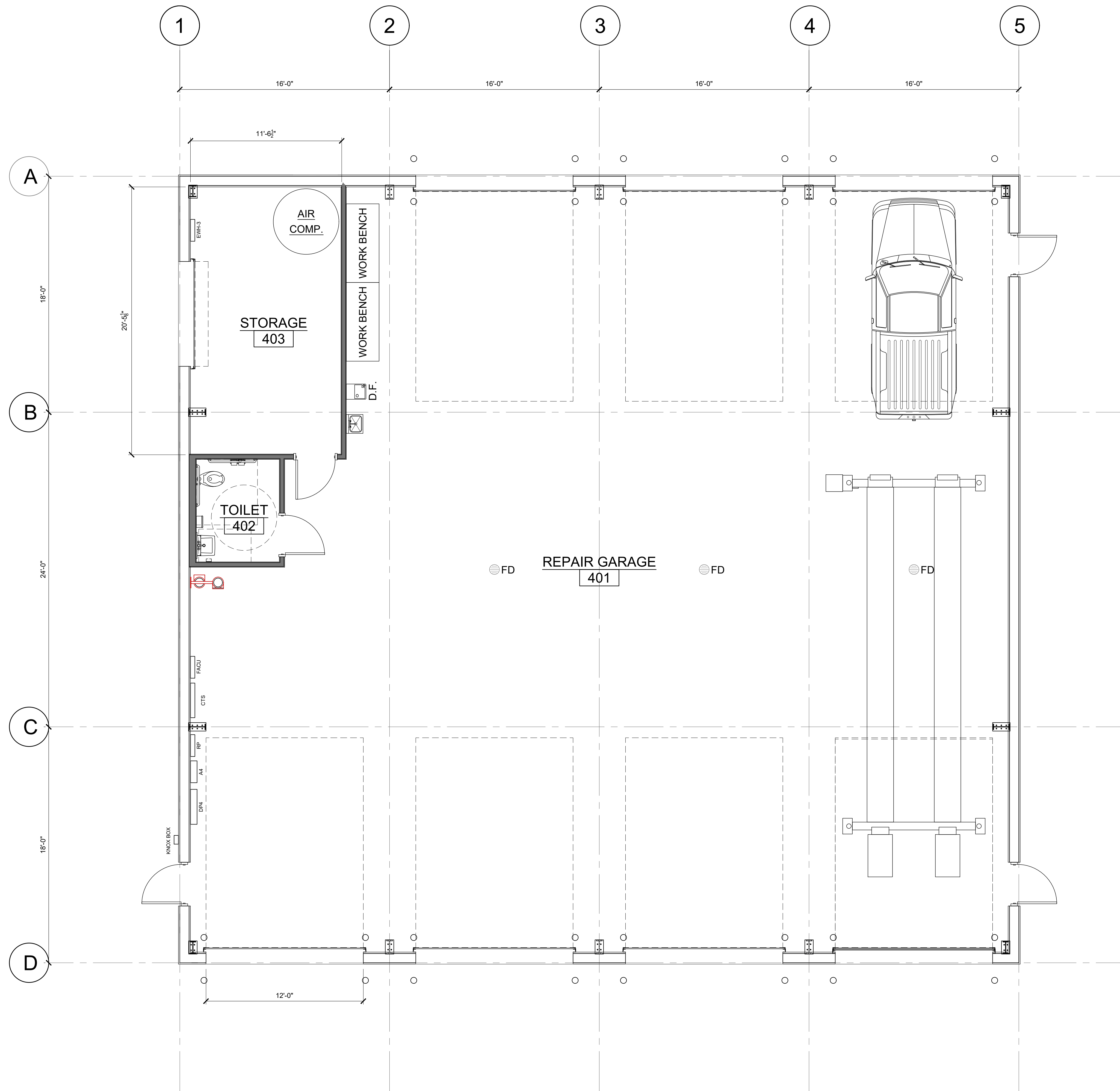
95% REVIEW
PRINT
7/12/2023
NOT FOR
CONSTRUCTION

issued	XX MONTH 2023
checked	NAME
drawn	NAME
project no.	202000

OFFICE FLOOR PLAN

A-11

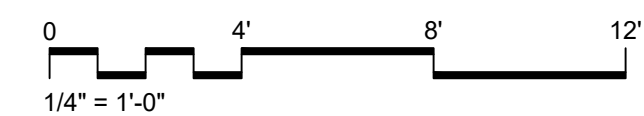
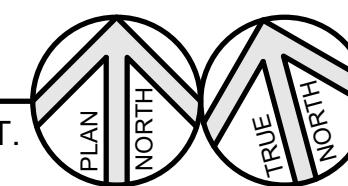
printed: 7/12/2023 11:19:16 AM file: SITE LAYOUT.DWG



REPAIR GARAGE FLOOR PLAN

SCALE: 1/4" = 1'-0"

NEW = 3865 SQ. FT.



New Sanitation Site Study for:



Cain Rash West

Architects

130 Regional Park Dr.
 Kingsport, TN 37660
 Phn (423) 349-7760
 Fax (423) 349-7413
 www.grcinc.com

THIS DRAWING AS PREPARED BY CainRashWest Architects SHALL BE USED FOR THE SPECIFIC IDENTIFIED PROJECT ONLY. THIS DRAWING IS THE PROPERTY OF CainRashWest Architects AND SHALL BE RETURNED PER THEIR REQUEST

no.	date	rev. description
1	00-00-20	REVISION DESCRIPTION TEXT

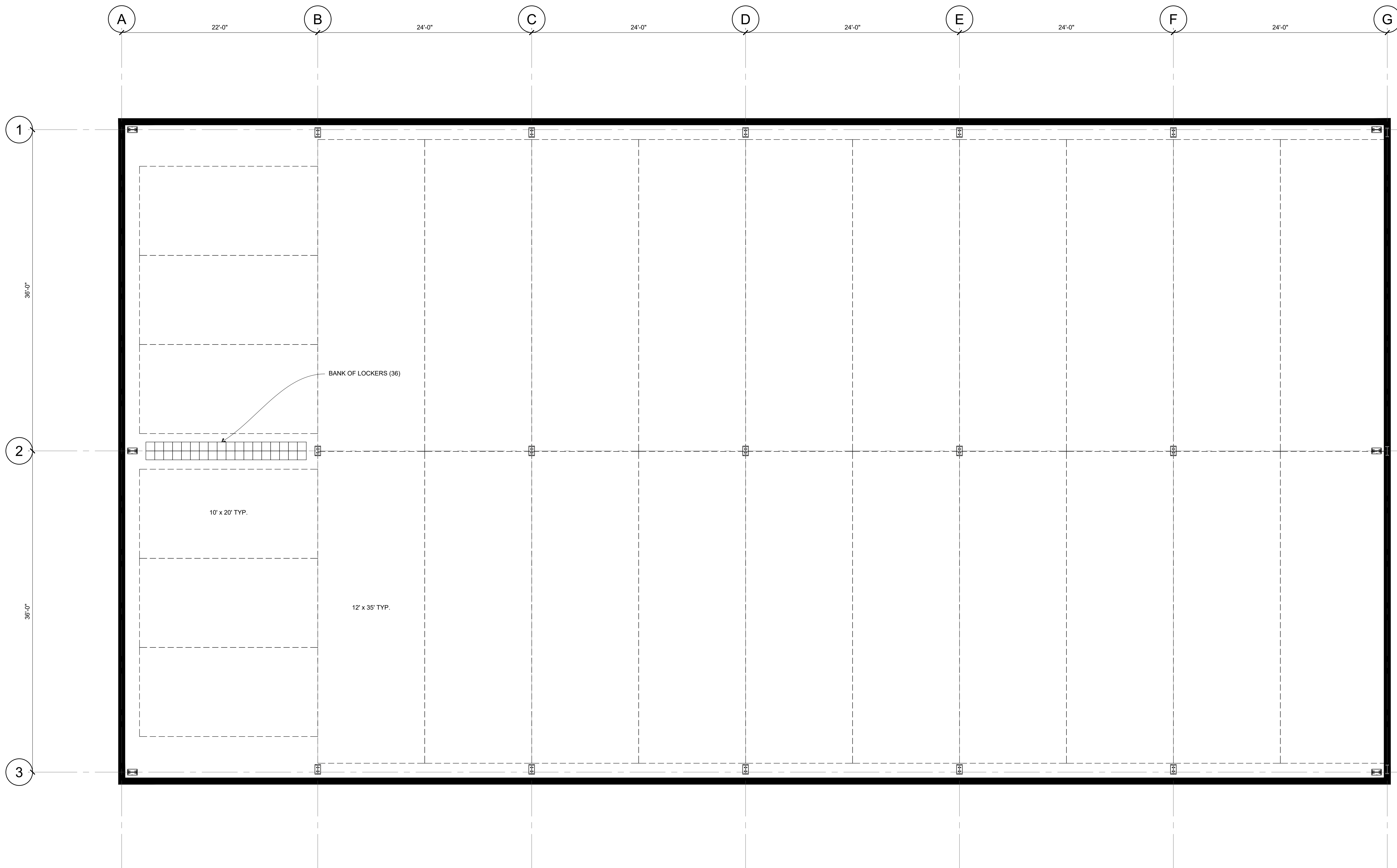
95% REVIEW PRINT
 7/12/2023
 NOT FOR CONSTRUCTION

issued XX MONTH 2023
 checked NAME
 drawn NAME
 project no. 202000

REPAIR GARAGE FLOOR PLAN

A-12

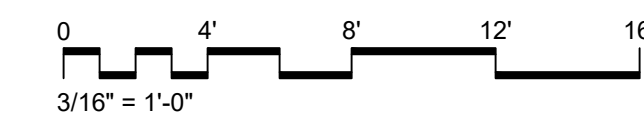
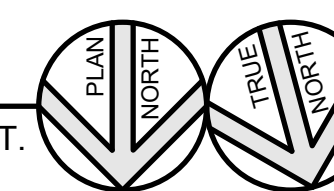
printed: 7/12/2023 11:19:17 AM file: SITE LAYOUT.DWG



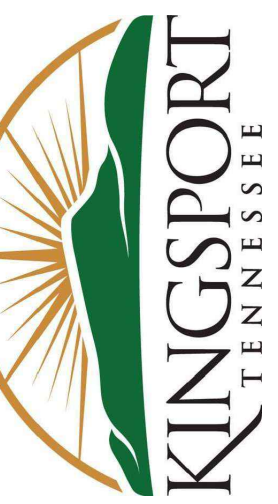
COVERED FLEET PARKING FLOOR PLAN

SCALE: 3/16" = 1'-0"

NEW = 12136 SQ. FT.



New Sanitation Site Study for:



Cain Rash West

Architects

130 Regional Park Dr.
Kingsport, TN 37660
Phn (423) 349-7760
Fax (423) 349-7413
www.grcinc.com

THIS DRAWING AS PREPARED BY CainRashWest Architects SHALL BE USED FOR THE SPECIFIC IDENTIFIED PROJECT ONLY. THIS DRAWING IS THE PROPERTY OF CainRashWest Architects AND SHALL BE RETURNED PER THEIR REQUEST

no.	date	rev. description
1	00-00-20	REVISION DESCRIPTION TEXT

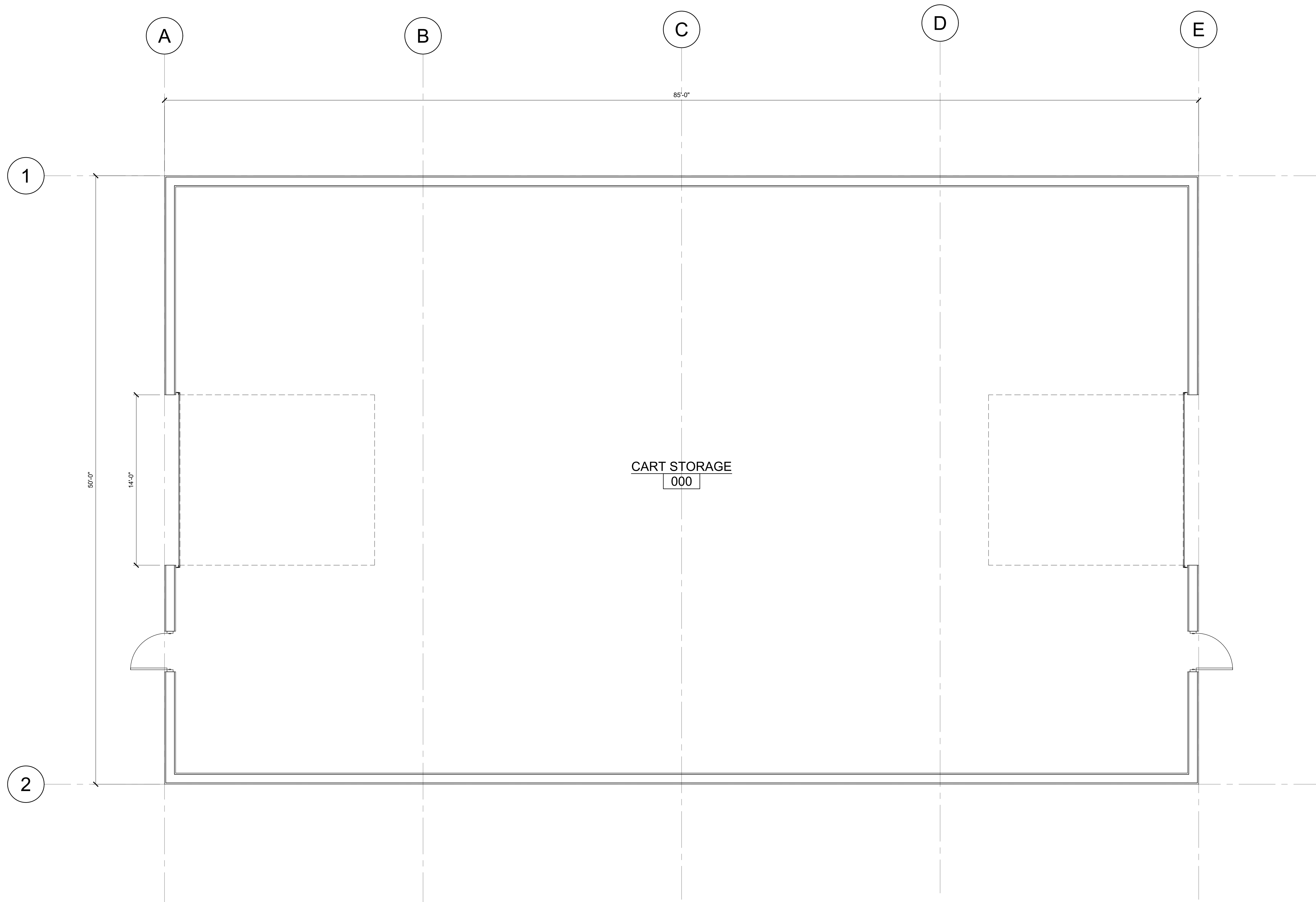
95% REVIEW
PRINT
7/12/2023
NOT FOR
CONSTRUCTION

issued XX MONTH 2023
checked NAME
drawn NAME
project no. 202000

COVERED FLEET
PARKING FLOOR
PLAN

A-13

plotted: 7/12/2023 11:19:17 AM file: SITE LAYOUT.DWG

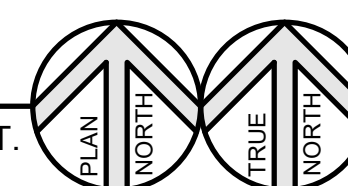


CART STORAGE
000

CART STORAGE FLOOR PLAN

SCALE: 1/4" = 1'-0"

NEW = 4250 SQ. FT.



New Sanitation Site Study for:



Cain Rash West

Architects

130 Regional Park Dr.
Kingsport, TN 37660
Phn (423) 349-7760
Fax (423) 349-7413
www.grcinc.com

THIS DRAWING AS PREPARED BY CainRashWest Architects SHALL BE USED FOR THE SPECIFIC IDENTIFIED PROJECT ONLY. THIS DRAWING IS THE PROPERTY OF CainRashWest Architects AND SHALL BE RETURNED PER THEIR REQUEST

no.	date	rev. description
1	00-00-20	REVISION DESCRIPTION TEXT

95% REVIEW
PRINT
7/12/2023
NOT FOR
CONSTRUCTION

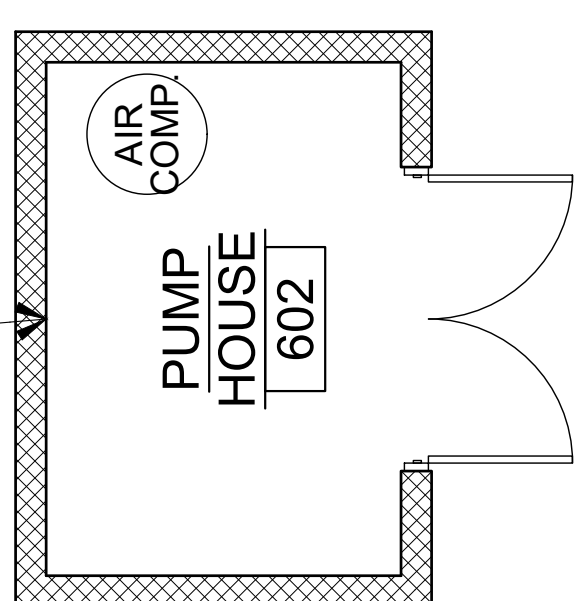
issued	XX MONTH 2023
checked	NAME
drawn	NAME
project no.	202000

CART STORAGE
FLOOR PLAN

A-14

Item X11

ALL ELECTRICAL SWITCHGEAR FOR FUELING AREA SHALL BE LOCATED IN PUMP HOUSE



GASBOY MODEL 9853KXTW1 MASTER - DOUBLE HOSE SINGLE PRODUCT DISPENSER TYP. OF 2

NEW 2" DOUBLE-WALLED FLEXIBLE FUEL PRODUCT PIPING IN 4" CHASE (TYP. ALL DIESEL & UNLEADED PIPE)

COMPRESSED AIR DROP WITH HOSE REEL, AS DIRECTED BY OWNER

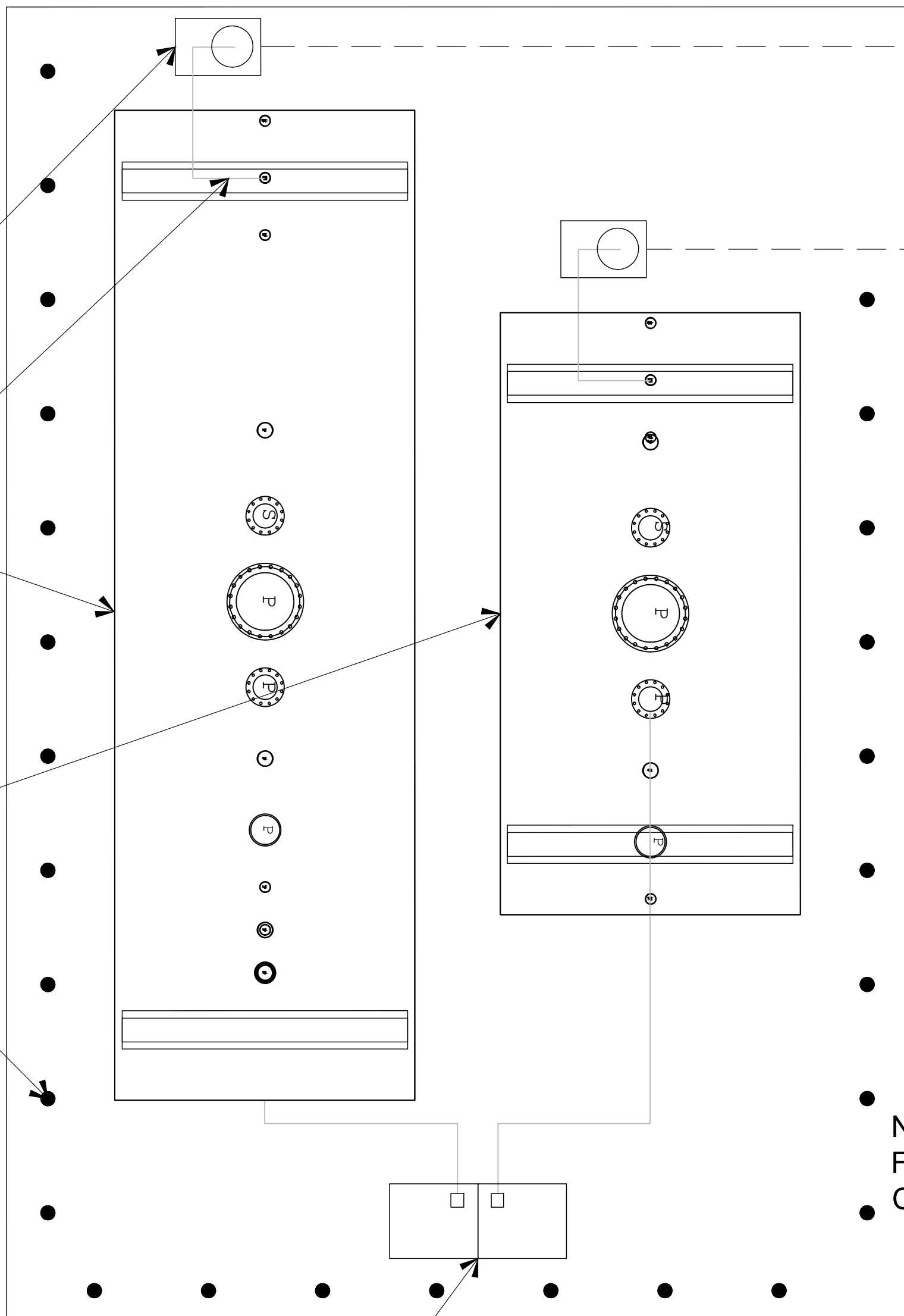
NEW TRANSITION SUMP FOR ABOVEGROUND TO UNDERGROUND PIPING TRANSITION

NEW SUBMERSIBLE TURBINE PUMP AND ABOVEGROUND STEEL PIPING TO TRANSITION SUMP

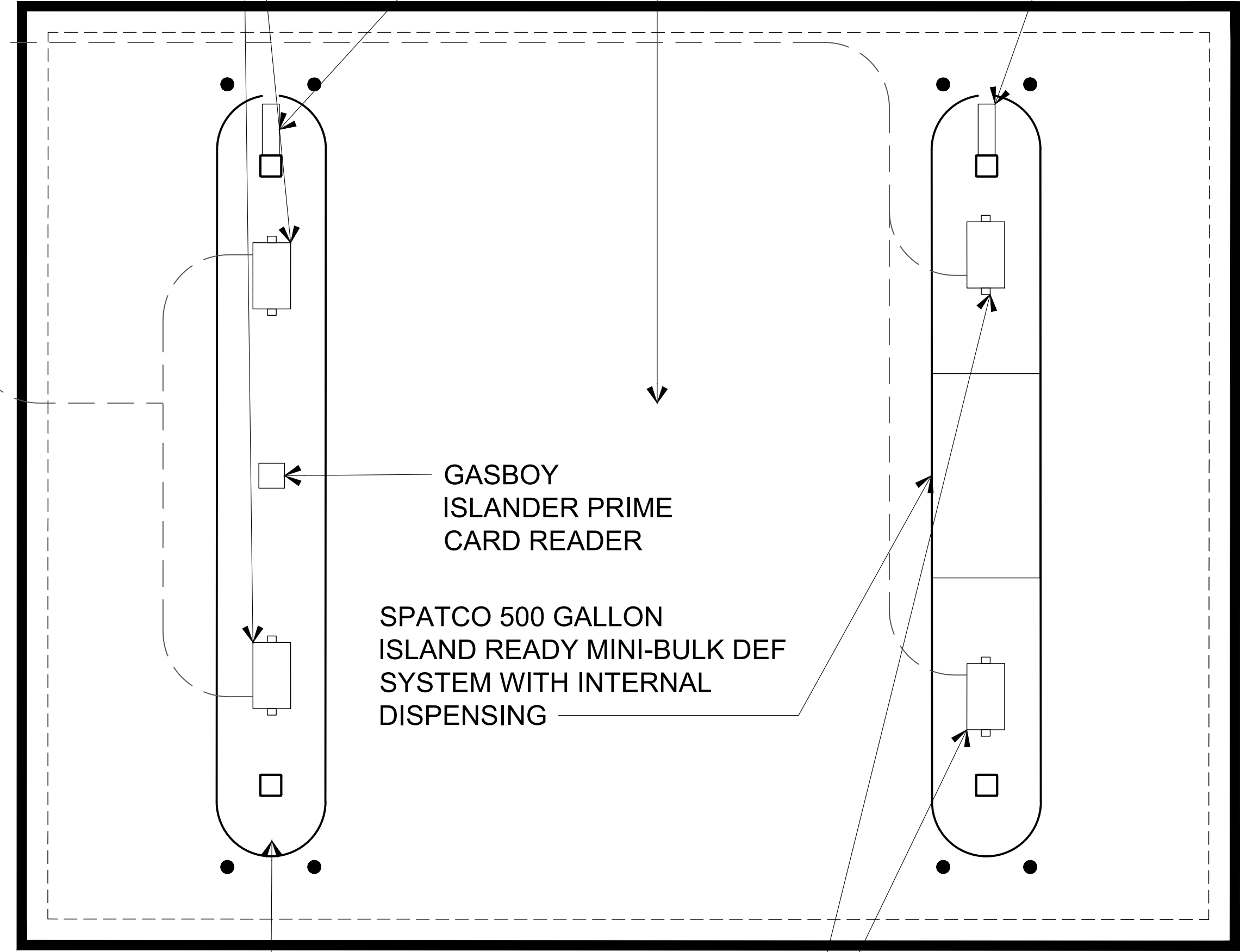
NEW 20,000 GAL. UL 2085 DOUBLE-WALLED ABOVEGROUND DIESEL STORAGE TANK

NEW 12,000 GAL. UL 2085 DOUBLE-WALLED ABOVEGROUND UNLEADED STORAGE TANK

NEW STEEL BOLLARDS AT 4'-0" SPACING AROUND TANKS AT ALL SIDES (TYP.)



NEW REMOTE FILL BOXES AND ABOVEGROUND STEEL FILL PIPING TO FUEL TANKS



GASBOY ISLANDER PRIME CARD READER

SPATCO 500 GALLON ISLAND READY MINI-BULK DEF SYSTEM WITH INTERNAL DISPENSING

NEW 4'-2" WIDE RAISED ISLAND FORM WITH 2'-0" RADIUS CORNERS (TYP. OF 2)

GASBOY MODEL 9850KXTW3 MASTER - DOUBLE HOSE SINGLE PRODUCT DISPENSER TYP. OF 2

New Sanitation Site Study for:



130 Regional Park Dr.
Kingsport, TN 37660
Phn (423) 349-7760
Fax (423) 349-7413
www.grcinc.com

THIS DRAWING AS PREPARED BY CainRashWest Architects SHALL BE USED FOR THE SPECIFIC IDENTIFIED PROJECT ONLY. THIS DRAWING IS THE PROPERTY OF CainRashWest Architects AND SHALL BE RETURNED PER THEIR REQUEST

no.	date	rev. description
1	00-00-20	REVISION DESCRIPTION TEXT

95% REVIEW PRINT
7/12/2023
NOT FOR CONSTRUCTION

issued	XX MONTH 2023
checked	NAME
drawn	NAME
project no.	202000

FUELING AREA LAYOUT

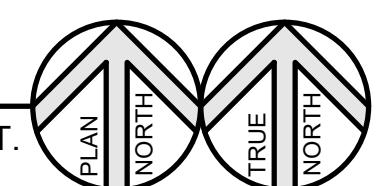
A-15

printed: 7/12/2023 11:19:18 AM file: SITE LAYOUT.DWG

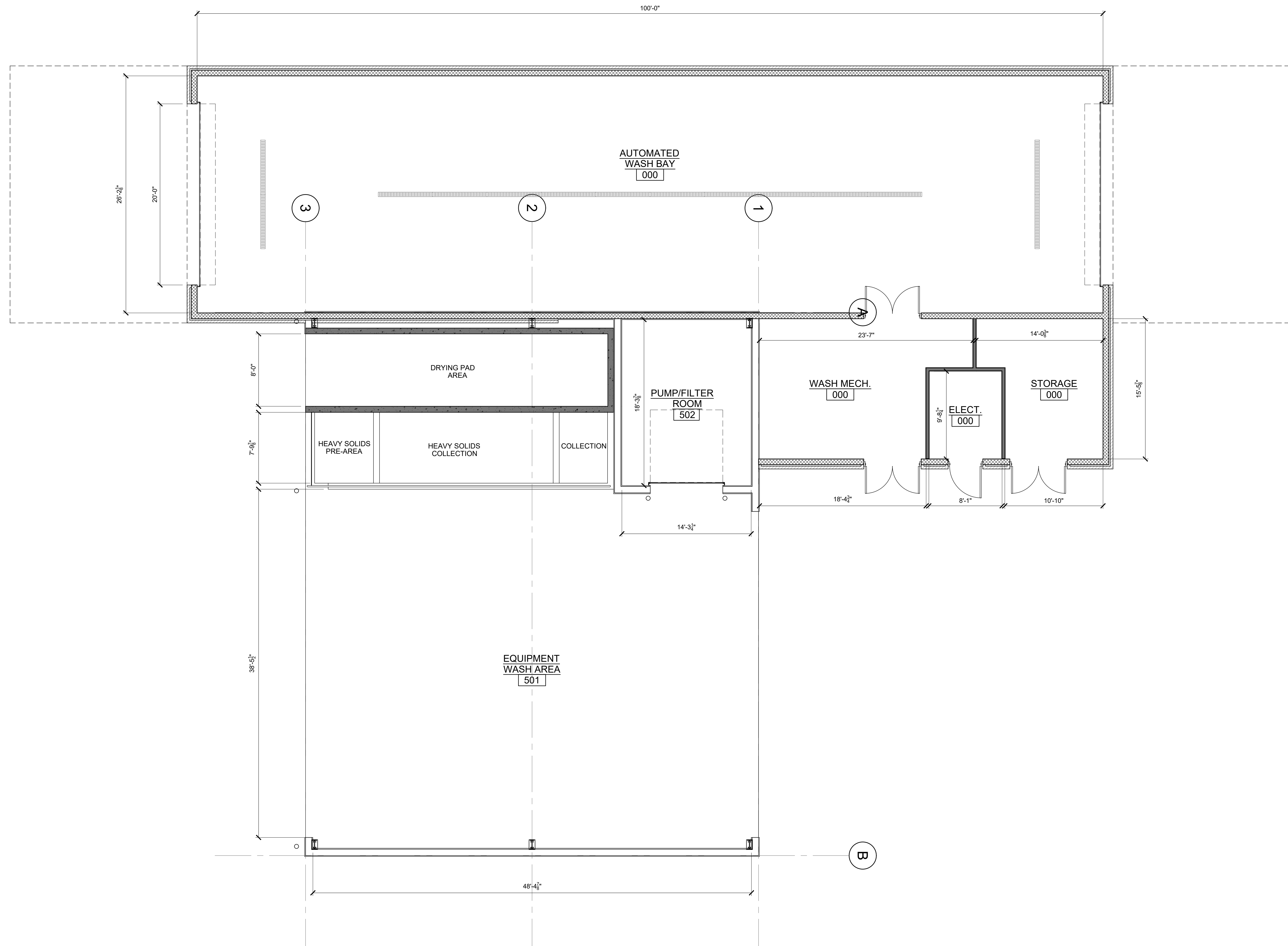
FUELING AREA LAYOUT

SCALE: 1/4" = 1'-0"

NEW = 3356 SQ. FT.



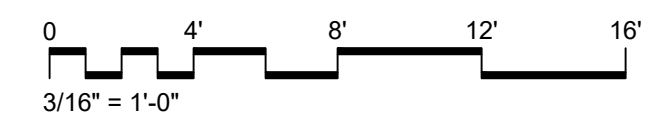
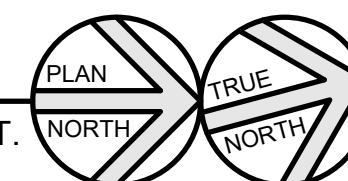
Item X11



WASH BAY FLOOR PLAN

SCALE: 3/16" = 1'-0"

NEW = 3023 SQ. FT.



plotted: 7/12/2023 11:19:19 AM file: SITE LAYOUT.DWG

Item X11

New Sanitation Site Study for:



**Cain
Rash
West**

Architects

130 Regional Park Dr.
Kingsport, TN 37660
Phn (423) 349-7760
Fax (423) 349-7413
www.grcinc.com

THIS DRAWING AS PREPARED BY CainRashWest Architects SHALL BE USED FOR THE SPECIFIC IDENTIFIED PROJECT ONLY. THIS DRAWING IS THE PROPERTY OF CainRashWest Architects AND SHALL BE RETURNED PER THEIR REQUEST

no.	date	rev. description
1	00-00-20	REVISION DESCRIPTION TEXT

95% REVIEW
PRINT
7/12/2023
NOT FOR
CONSTRUCTION

issued	XX MONTH 2023
checked	NAME
drawn	NAME
project no.	202000

WASH BAY
FLOOR PLAN

A-16



Consideration of a Resolution Awarding the Bids for the Purchase of Various Water and Sewer Maintenance Items

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

Action Form No.:	AF-56-2024	Final Adoption:	February 20, 2024
Work Session:	February 19, 2024	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	C. McCartt, R. McReynolds

Recommendation:
 Approve the Resolution.

Executive Summary:
 Bids were opened on January 18, 2024 for the purchase of various water & sewer maintenance inventory items stocked at the Water & Sewer Department warehouse located @ 1213 Konnarock Road. The bid was issued for a twelve month time frame and included a total of 880 items to be purchased on an as needed basis.

The bid invitation was publicly advertised on December 9, 2023 in the Kingsport Times News and downloadable bid documents were posted on the Purchasing Department’s website for a time period of 40 calendar days. Bids were received from 12 vendors and low bids from six of those vendors were in excess of \$50,000.00 for various items. As a result of those bidders’ offerings, BMA approval is required for those bids only. Twelve bidders are to be awarded purchase orders as a result of their replies to this bid.

The bid from Ferguson Enterprises offered low pricing for various items totaling \$330,113.70. The bid from Consolidated Pipe & Supply offered low pricing for various items totaling \$365,754.88. The bid from Core & Main offered low pricing for various items totaling \$754,774.89. The bid from Citco Water offered low pricing for various items totaling \$119,434.46. The bid from Walter A Wood Supply Co. offered low pricing for various items totaling \$289,525.24. The bid from Jabo Supply Corp. offered low pricing for various items totaling \$89,115.76.

The City is not required to purchase any of the items from this bid unless and until those items are needed as defined by the requirements of the bid. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation to Bid.

Funding available in various accounts.

- Attachments:**
- Resolution
 - Bid Opening Minutes: <https://www.kingsporttn.gov/city-services/purchasing/>
 - Bid Award Summary

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

Item XI2.

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF VARIOUS WATER AND SEWER MAINTENANCE ITEMS TO FERGUSON ENTERPRISE, CONSOLIDATED PIPE & SUPPLY, INC., CORE & MAIN, INC., CITCO WATER, WALTER A. WOOD SUPPLY COMPANY AND JABO SUPPLY CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME.

WHEREAS, bids were opened January 18, 2024, for the purchase of various water and sewer maintenance inventory items stocked at the water and sewer departments located at 1213 Konnarock Road; and

WHEREAS, upon review of the bids, the board finds that Ferguson Enterprise, Consolidated Pipe & Supply, Inc., Core & Main, Inc., Citco Water, Walter A. Wood Supply Company and Jabo Supply Corporation are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material, work, or services desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase various water and sewer maintenance inventory items as set out in the Water/Sewer Maintenance bid opening minutes, available for review at <https://www.kingsporttn.gov/city-services/purchasing/> from Ferguson Enterprise at an amount up to \$330,113.70; Consolidated Pipe & Supply, Inc. at an amount up to \$365,754.88, Core & Main, Inc. at an amount up to \$754,774.89, Citco Water at an amount of \$119,434.46, Walter A. Wood Supply Company at an amount of \$289,525.24 and from Jabo Supply Corporation in an amount of \$89,115.76; and

WHEREAS, funding is in the FY24 budget lines.

Now therefore,

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

SECTION I. That the bid for the purchase of water and sewer maintenance inventory items as set out in the "Water Sewer Maintenance Items Award Summary Bid Opening Date January 18, 2024" attached hereto as Exhibit A, and further detailed in the "Various Water/Sewer Items- Bid Opening date January 18, 2024", available for review at <https://www.kingsporttn.gov/city-services/purchasing/> for use by the water and sewer department is awarded to Ferguson Enterprise, at an amount up to \$330,113.70, and the city manager is authorized and directed to execute purchase orders on an as needed basis for the same.

SECTION II. That the bid for the purchase of water and sewer maintenance inventory items as set out in the "Water Sewer Maintenance Items Award Summary Bid Opening Date January 18, 2024" attached hereto as Exhibit A, and further detailed in the "Various Water/Sewer Items- Bid Opening date January 18, 2024, available for review at <https://www.kingsporttn.gov/city-services/purchasing/> for use by the water and sewer department is awarded to Consolidated Pipe & Supply, Inc. at an amount up to \$365,754.89, and the city manager is authorized and directed to execute purchase orders on an as needed basis for the same.

SECTION III. That the bid for the purchase of water and sewer maintenance inventory items as set out in the "Water Sewer Maintenance Items Award Summary Bid Opening Date

January 18, 2024” attached hereto as Exhibit A, and further detailed in the “Various Water/Sewer Items- Bid Opening date January 18, 2024, available for review at <https://www.kingsporttn.gov/city-services/purchasing/> for use by the water and sewer department is awarded to Core & Main, Inc. at an amount up to \$754,774.89, and the city manager is authorized and directed to execute purchase orders on an as needed basis for the same.

SECTION IV. That the bid for the purchase of water and sewer maintenance inventory items as set out in the “Water Sewer Maintenance Items Award Summary Bid Opening Date January 18, 2024” attached hereto as Exhibit A, and further detailed in the “Various Water/Sewer Items- Bid Opening date January 18, 2024”, available for review at <https://www.kingsporttn.gov/city-services/purchasing/> for use by the water and sewer department is awarded to Citco Water, at an amount up to \$119,434.46, and the city manager is authorized and directed to execute purchase orders on an as needed basis for the same.

SECTION V. That the bid for the purchase of water and sewer maintenance inventory items as set out in the “Water Sewer Maintenance Items Award Summary Bid Opening Date January 18, 2024” attached hereto as Exhibit A, and further detailed in the “Various Water/Sewer Items- Bid Opening date January 18, 2024”, available for review at <https://www.kingsporttn.gov/city-services/purchasing/> for use by the water and sewer department is awarded to Walter A. Wood Supply Company, at an amount up to \$289,525.24, and the city manager is authorized and directed to execute purchase orders on an as needed basis for the same.

SECTION VI. That the bid for the purchase of water and sewer maintenance inventory items as set out in the “Water Sewer Maintenance Items Award Summary Bid Opening Date January 18, 2024” attached hereto as Exhibit A, and further detailed in the “Various Water/Sewer Items- Bid Opening date January 18, 2024”, available for review at <https://www.kingsporttn.gov/city-services/purchasing/> for use by the water and sewer department is awarded to Jabo Supply Corporation, at an amount up to \$89,115.76, and the city manager is authorized and directed to execute purchase orders on an as needed basis for the same.

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

ADOPTED this the 20th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

ATTACHMENT A

Various Water/Sewer Maintenance Items Bid Award Summary

Bid Opening Date – January 18, 2024

Vendor	Purchase Order #	Amount
Ferguson Enterprises, LLC	AA1307	\$ 330,113.70
Consolidated Pipe & Supply	AA1308	\$ 365,754.88
Core & Main	AA1309	\$ 754,774.89
G C Supply	AA1310	\$ 21,364.58
Citco Water	AA1311	\$ 119,434.46
Walter A Wood Supply Co.	AA1312	\$ 289,525.24
Northern Safety Co.	AA1313	\$ 22,857.83
Jabo Supply Corp.	AA1314	\$ 89,115.76
Summers Hardware & Supply Co.	AA1315	\$ 13,858.40
Ford System Inc.	AA1316	\$ 1,980.00
Tri-State Complete Chemical & Paper	AA1317	\$ 1,310.12
Permatile Co.	AA1318	\$ 27,960.00



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign Agreements with BlueCross BlueShield of Tennessee Foundation and PlayCore Wisconsin, Inc. for the Development of BlueCross Healthy Place at Kingsport Riverwalk Park

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

Action Form No.: AF- 33-2024
Work Session: February 19, 2024
First Reading: NA
Final Adoption: February 20, 2024
Staff Work By: Kitty Frazier
Presentation By: Michael T. Borders

Recommendation:

Approve the resolution

Executive Summary:

If approved the City will enter into a donation, license, and transfer agreement with BlueCross BlueShield of Tennessee Foundation and PlayCore Wisconsin, Inc. for the Development of BlueCross Healthy Place at Kingsport Riverwalk Park.

The BlueCross Healthy Place grant opportunity is the primary focus of the BlueCross BlueShield of Tennessee Foundation. Through this initiative, they fund a variety of community assets that help neighbors live active, healthy lives. To achieve this, BlueCross Healthy Place identifies projects in need of resources and support to activate and/or reinvigorate a community.

The City of Kingsport has been selected to receive a total of \$7.8M (\$6.5M construction, \$1.3M maintenance fund) in funding for the development and maintenance of BlueCross Healthy Place at Kingsport Riverwalk Park. This park will include picnic areas, a water feature, pickleball courts, open lawn space, a kayak launch, a children’s playground, additional parking, and a basketball court.

Staff are currently working with the foundation and PlayCore to determine a timeline for the project.

Attachments:

- 1. Resolution
- 2. Master Plan

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

Item X13.

RESOLUTION NO. _____

A RESOLUTION APPROVING VARIOUS AGREEMENTS WITH BLUECROSS BLUE SHIELD OF TENNESSEE FOUNDATION AND PLAYCORE WISCONSIN, INC., AS PART OF A HEALTHY PLACE GRANT FOR THE DEVELOPMENT OF BLUECROSS HEALTHY PLACE AT KINGSPORT RIVERWALK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city owns land along the westerly side of Industry Drive at or near its intersection with Netherland Inn Road adjacent to the Holston River which is currently used as park land; and

WHEREAS, the BlueCross BlueShield Foundation offers BlueCross Healthy Place Grants which fund the development of community assets that promote active, healthy lifestyles; and

WHEREAS, the city has been selected to receive a BlueCross Healthy Place Grant in the amount of \$7,800,000 for the development and maintenance of various assets with \$6,500,000 allocated for construction and \$1,300,000 for maintenance; and

WHEREAS, the assets will include picnic areas, a water feature, pickleball courts, open lawn space, a kayak launch, a children's playground, additional parking, and a basketball court; and

WHEREAS, in order to receive the grant funding a Donation Agreement with BlueCross BlueShield of Tennessee Foundation, a License Agreement with PlayCore Wisconsin, Inc. d/b/a GameTime and a Transfer Agreement with the BlueCross BlueShield of Tennessee Foundation must be approved; and

WHEREAS, no local match is required for city to receive the grant.

Now therefore,

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

SECTION I. That the Donation Agreement with BlueCross BlueShield of Tennessee Foundation for the Development of BlueCross Healthy Place at Kingsport Riverwalk Park, 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 Donation Agreement with BlueCross BlueShield of Tennessee Foundation for the Development of BlueCross Healthy Place at Kingsport Riverwalk Park, 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 as set out below:

DONATION AGREEMENT

THIS DONATION AGREEMENT (the "Agreement"), entered into and effective as of _____, 2024 (the "Effective Date"), is by and between the **BLUECROSS BLUESHIELD OF TENNESSEE FOUNDATION**, a Tennessee nonprofit public benefit corporation with its principal office at 1 Cameron Hill Circle, Chattanooga, Tennessee 37402 ("Donor") and **City of Kingsport, Tennessee a municipal corporation chartered under the laws of the State of Tennessee**, having an office at 415 Broad Street, Kingsport, Tennessee 37660 ("Donee") (each, a "Party", collectively, the "Parties").

RECITALS

WHEREAS, Donee owns the property described in **Exhibit A** hereof (the "Site"), which is the site of Kingsport Riverwalk Park; and

WHEREAS, in consideration of entering into this Agreement, Donee desires to permit Donor to cause certain renovations and other work to be done to the Site (collectively, the "Work"), including upgrading existing facilities and areas (the "Upgrades") and installing certain recreational equipment (the "Equipment"), as more particularly described in **Exhibit B** hereof; and

WHEREAS, Donor has engaged PlayCore Holdings, Inc. d/b/a PlayCore Wisconsin, Inc. and GameTime ("PlayCore") to perform the Work to the Site, including the Upgrades and installing the Equipment; and

WHEREAS, as part of Donor's engagement of PlayCore to perform the Work, including the Upgrades and the installation of the Equipment, Donor and PlayCore have entered into that certain Design Build Project Agreement dated _____, 2024 (the "Design Build Agreement"); and

WHEREAS, as part of PlayCore's obligation to perform the Work, including the Upgrades and the installation of the Equipment, PlayCore and Donee have entered into a License Agreement, dated _____, 2024 (the "License Agreement"), a copy of which is attached hereto and incorporated herein as **Exhibit C**, which provides PlayCore with access to the Site as more particularly set forth therein; and

WHEREAS, upon completion of the Work, including the Upgrades and the installation of the Equipment, Donor will acquire certain interests in the Upgrades and the Equipment and wishes to donate all of such interests in and to the Upgrades and Equipment (collectively, the "Donated Property") to Donee, and Donee wishes to accept such Donated Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DONATION

a. Transfer. On a date to be mutually agreed to by the Parties following completion of the Work (including the Upgrades and the installation of the Equipment) and inspection of the Donated Property (the "Donation Date"), Donor agrees to donate all of its rights, title, and interest in and to the Donated Property to Donee, and Donee agrees to accept the Donated Property from Donor, on the terms and conditions set forth on the Transfer Agreement, the form of which is attached hereto as **Exhibit D**. Upon transfer of the Donated Property to Donee, except as specifically set forth in this Agreement, Donor shall not have any rights or obligations with respect to Donated Property, and Donor shall not be responsible for any claims, liabilities, suits, damages, judgments, losses or actions as a result of any act or omission with respect to the Donated Property, including but not limited to, the use of the Donated Property.

b. Inspection. Prior to the Donation Date, Donee shall have the right to inspect the Donated Property and shall immediately inform Donor and PlayCore of any material defects in the Work or Donated Property. If any such material defects are identified, Parties agree that Donor shall use reasonable efforts to require PlayCore to repair those identified material defects prior to donation of the Donated Property. Nothing in this Section 1(b) shall be construed as creating rights for the Donee that are greater than the Donor's enforceable rights against PlayCore pursuant to the terms and conditions of the Design Build Agreement.

c. Restrictions on Donation. At all times during the Term (as defined hereinafter) of this Agreement, Donee covenants and agrees that Donee shall not transfer the Donated Property or any of its ownership or other interests in the portion of the Site on which the Donated Property is located, as more particularly described and/or depicted on **Exhibit E** hereof (the "Premises") to any third party, without the prior written consent of Donor.

d. Additional Conditions Precedent. Donee acknowledges and agrees that Donor will have no obligations under this Agreement unless and until the following conditions precedent are satisfied:

(i) any preparation of the Site by Donee necessary for the Work to commence is completed on or before _____, 2024, unless otherwise mutually agreed upon by the Parties;

- (ii) any design work proposed by Donee adjacent to or associated with the Work or the Premises ("Donee's Improvements") is completed to the satisfaction of Donor;
- (iii) any subcontracts associated with Donee's Improvements are finalized and approved by Donor; and
- (iv) a metes and bounds description, survey, tax map, or other sufficient description of the Site is provided to and approved by Donor and attached to this Agreement at Exhibit A.

2. WARRANTIES OF THE DONATED PROPERTY; LIMITATION OF LIABILITY; INDEMNIFICATION

a. Assignment. Effective on the Donation Date and in connection with the donation of the Donated Property to Donee, Donor shall assign to Donee any and all manufacturer's or other warranties Donor has received in connection with the Work (including the Upgrades and the installation of the Equipment), and any service warranties provided by PlayCore or its contractors, subcontractors, consultants, or others in connection with the Work (including the Upgrades and the installation of the Equipment), as provided in the Design Build Agreement or any other agreement relating to Work between PlayCore and/or its contractors, subcontractors, consultants or to which any of the foregoing are a party (the foregoing, collectively, the "Warranties"). Donor shall take such actions as are reasonably necessary and appropriate to consummate such assignment.

b. No Additional Warranties. TO THE EXTENT PERMITTED BY STATE LAW, INCLUDING BUT NOT LIMITED TO THE LIMITATION OF WARRANTIES APPLICABLE TO PUBLIC SUBDIVISIONS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DONOR MAKES OR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WORK OR THE DONATED PROPERTY, INCLUDING ANY WARRANTY AS TO CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE DONATED PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THAT THE DONATED PROPERTY IS IN "AS IS, WHERE IS" CONDITION AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE.

c. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY STATE LAW INCLUDING BUT NOT LIMITED TO THE APPLICABILITY OF LIMITATIONS OF LIABILITY OR INDEMNITY BY POLITICAL SUBDIVISIONS AND THE LIMITATIONS OF LIABILITY CREATED UNDER THE TENNESSEE GOVERNMENTAL TORT LIABILITY ACT (Tenn. Code Ann. § 29-20-101, et seq.) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES, WHETHER DIRECT, SPECIAL, CONSEQUENTIAL OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY, PERSONAL INJURY, LOSS OF PROFITS OR ANTICIPATED PROFITS OR LOSS OF PRODUCT USE, ARISING OUT OF OR RELATED TO THE WORK, THE DONATED PROPERTY, THE USE OF THE DONATED PROPERTY OR AS A RESULT OF THIS AGREEMENT.

d. Indemnification. Subject to the limitations of Article II, Section 29 of the Tennessee Constitution which prohibits municipalities from lending their credit to private entities and therefore, in certain instances, precludes a political subdivision of the state from indemnifying a third party, Donee, to the extent permitted under Tennessee law applicable to Tennessee governmental entities as in effect as of the Effective Date of this Agreement and as may be amended from time to time, agrees to indemnify, defend and hold harmless Donor, its affiliates and their respective officers, directors, employees and agents, from and against any claims, damages, losses, liabilities, costs or expenses, including, but not limited to, any and all claims, demands, causes of action, court costs, fines, damages, judgments and reasonable attorneys' fees arising out of (i) any breach of this Agreement by Donee, (ii) any use of the Donated Property, the Site, or the Premises, or (iii) any property or other damage, personal injury or death arising out of or relating to the Donated Property, the Site, or the Premises.

3. USE AND MAINTENANCE; NAMING RIGHTS

a. Public Access to the Donated Property and Premises. Donee acknowledges and agrees that the purpose of the donation is to provide public access to the Donated Property and the Premises to families and children in the community. On and after the Donation Date, Donee agrees to provide public access to the Donated Property and the Premises at all times during the Term of the Agreement unless otherwise agreed in writing by Donor.

b. Maintenance of the Premises and Site. On and after the Donation Date, Donee shall be responsible for providing and/or managing all maintenance and upkeep of the Site, the Premises, and the Donated Property, including but not limited to the following: (i) providing utilities (electricity, water and sewer) to the Premises and (ii) day-to-day maintenance of the Premises (including, without limitation, mowing the grass, ensuring maintenance of street lights in and around the Premises, maintaining restrooms at the Premises or in close proximity on the Site, and picking up trash). The Parties acknowledge that Donee, at its option, may make additional improvements to the Premises and Site such as installing sidewalks and street lights around the perimeter of the Premises and/or

the Site. Donee acknowledges and agrees that Donor shall have no obligation for or liability with respect to the maintenance of the Donated Property, the Premises, or the Site after the transfer of the Donated Property to Donee, unless expressly set forth herein.

c. Maintenance Fund. Notwithstanding the foregoing, in connection with certain maintenance activities for the Premises and Donated Property, Donor intends to establish a maintenance and repair fund in the amount of [•] Dollars (\$[•]) (the "Maintenance Fund"), with a nonprofit organization exempt from United States federal income taxation under Section 501(a) of the Code, as more particularly described in Section 501(c)(3) of the Code, and further classified as other than a private foundation within the meaning of Section 509(a) of the Code, of the Donor's choosing (the "Maintenance Fund Sponsoring Organization"), to serve as a source of funds that may be utilized to pay for Major Repairs (as defined below) to the Donated Property during the Term of this Agreement. "Major Repairs" shall mean maintenance, repairs, or replacement of Donated Property as necessary due to normal wear and tear, damage due to vandalism that creates a dangerous condition, and natural disaster; provided, however, in no event shall a Major Repair include any of the foregoing maintenance, repairs, or replacements for which a claim can be made under the Warranties or that otherwise are or would be covered by the Warranties. It is the Donee's obligation to identify and determine whether maintenance, repairs, or replacements are covered by the Warranties and to pursue fully any claims to be made thereunder. Major Repairs shall be identified as follows:

(i) Donor may periodically examine the Donated Property and determine whether any Major Repairs are required. If Major Repairs are identified by the Donor, the Donor shall inform Donee, and a quote shall be obtained by Donee from PlayCore for the costs to make the Major Repair and provided to Donor for Donor's approval. In the event that PlayCore is no longer in existence at the time such Major Repair is needed or either of the Parties reasonably objects to PlayCore making the Major Repair(s) needed, (A) the Donee shall obtain a quote for the costs to make the Major Repair and provide the quote to the Donor; (B) upon receipt of approval of the quote from the Donor, the Donee will prepare either an invitation for bids or a request for proposals and advertise it publicly; and (C) Donee shall provide the Donor with a copy of its invitation for bids or request for proposals. Once the costs of the Major Repair have been determined and have been approved by the Donor, the Donor shall request the Sponsoring Organization make a distribution from the Maintenance Fund to pay for or reimburse the costs of the Major Repairs. Donee shall address the Major Repairs within ninety (90) days of receiving a distribution from the Maintenance Fund. If, after ninety (90) days, Donee fails to address the Major Repairs, Donor, at its discretion, may use funds from the Maintenance Fund to perform the Major Repairs. If Donor uses the funds from the Maintenance Fund to perform the Major Repairs, Donor shall be entitled to recoup the original distribution made to Donee.

(ii) Donee may from time to time notify Donor of potential Major Repairs it identifies. Donor shall review the information provided by Donee and determine, in its sole and absolute discretion, if the item qualifies as a Major Repair. If determined to be a Major Repair by the Donor, the Donor shall inform Donee, and a quote shall be obtained by Donee from PlayCore for the costs to make the Major Repair and provided to Donor for Donor's approval. In the event that PlayCore is no longer in existence at the time such Major Repair is needed or either of the Parties reasonably objects to PlayCore making the Major Repair(s) needed, (A) the Donee shall obtain a quote for the costs to make the Major Repair and provide the quote to the Donor; (B) upon receipt of approval of the quote from the Donor, the Donee will prepare either an invitation for bids or a request for proposals and advertise it publicly; and (C) Donee shall provide the Donor with a copy of its invitation for bids or request for proposals. Once the costs of the Major Repair have been determined and have been approved by the Donor, the Donor shall request the Sponsoring Organization make a distribution from the Maintenance Fund to pay for or reimburse the costs of the Major Repairs. Donee shall address the Major Repairs within ninety (90) days of receiving a distribution from the Maintenance Fund. If, after ninety (90) days, Donee fails to address the Major Repairs, Donor, at its discretion, may use funds from the Maintenance Fund to perform the Major Repairs. If Donor uses the funds from the Maintenance Fund to perform the Major Repairs, Donor shall be entitled to recoup the original distribution made to Donee.

(iii) Notwithstanding the foregoing or anything else in this Agreement to the contrary, the Donee may opt to make any Major Repairs itself (A) after informing the Donor of its desire to do so and of the costs to be incurred to make any such Major Repair and (B) after obtaining the Donor's approval to do so. Once the costs of the Major Repair have been determined and have been approved by the Donor, the Donor shall request the Sponsoring Organization make a distribution from the Maintenance Fund to pay for or reimburse the costs of the Major Repairs.

Donor may, at its sole option and in its sole and absolute discretion, voluntarily increase the amount of the Maintenance Fund at any time during the Term of the Agreement in such amounts as Donor deems necessary and consistent with its resources. Upon termination of the Agreement, all

obligations of Donor and Maintenance Fund Sponsoring Organization to pay or reimburse for Major Repairs shall terminate, and Donor or the Maintenance Fund Sponsoring Organization may use any funds remaining in the Maintenance Fund for such other purposes as they may choose.

d. Naming Rights. The parties agree that during the Term of this Agreement the Premises shall be named and referred to as the “**BlueCross Healthy Place at Kingsport Riverwalk Park**” (the “Name”) or such other name that the Donor, in its sole and absolute discretion, may select or approve from time to time. The right to name the Premises to commemorate the Donor’s donation of the Donated Property shall be the sole and exclusive right of the Donor, and the Donee agrees not to commit, offer, or grant the right to name the Premises, or any subordinate portion thereof, to any other party, unless such is approved in writing by the Donor. Appropriate signage using logos, color palettes, design and placement, and bearing the Name or such other name that the Donor may select or approve, in Donor’s sole and absolute discretion, will be displayed at the Premises, subject to Donor’s prior review and approval. The Premises shall be referred to in publications and communications by the Donee by the Name or such other name that the Donor, in its sole and absolute discretion, may select or approve from time to time. Subject to Section 6 of this Agreement, the Donee may acknowledge the Donor’s support of the Premises in any or all announcements, publications, and written materials, and any such acknowledgements shall list the Donor as “BlueCross BlueShield of Tennessee Foundation” or in such other manner as expressly directed and approved by the Donor. A copy of any announcements, press releases, media releases, newspaper or magazine articles, or other publicity or promotional materials will be submitted to Donor for Donor’s review and approval prior to being released for publication or published. Upon the expiration of the Term of this Agreement or in the event the Donor determines in its sole and absolute discretion that the use of Donor’s name by the Donee would adversely impact the reputation, image, mission or integrity of the Donor, then Donor may, in its sole and absolute discretion, terminate the naming rights provided pursuant to this Agreement by providing the Donee with written notice of termination. Upon receiving such written notice of termination, the Donee shall remove or caused to be removed within a reasonable time the Name or such other name that the Donor may select or approve from time to time from the Premises, other structures, all publications, and any other mediums, whether tangible or intangible, relating to the Site, the Premises, or the Donated Property. The Donee also shall immediately cease to use the Donor’s name in any and all publicity or promotional material pertaining to the Site, the Premises, or the Donated Property, immediately upon being provided with written notice to do the same.

4. REPRESENTATION AND WARRANTIES OF THE PARTIES

a. Representation and Warranties of Donor. Donor is a nonprofit corporation duly organized, validly existing and in good standing under the laws of Tennessee. Donor has full power and authority to execute and deliver this Agreement and to perform its obligations under, and consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Donor has been duly and validly authorized by all necessary action on the part of Donor and this Agreement has been duly executed and delivered by Donor. This Agreement is a legal, valid and binding obligation of Donor enforceable in accordance with its terms.

b. Representation and Warranties of Donee. Donee is a **municipal corporation** duly chartered, validly existing and incorporated under the laws of Tennessee. Donee (i) is a political subdivision of the State of Tennessee and to whom charitable contributions may be made when contribution or gift is used for a public purpose as set forth in Section 170(c)(1) of the Code; (ii) has not received any notice or have any reason to believe that its status as described clause (i) of this Section 4(b) has been revoked, changed or lost (or could be revoked, changed, or lost) or that it is no longer in compliance with applicable law; (iii) has the ability, experience and resources to carry out this Agreement; and (iv) will not to use any of portion of the Site, the Premises, the Donated Property, or the Maintenance Fund (A) other than as permitted under the terms and conditions of this Agreement, (B) to carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (C) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter or registration drive (within the meaning of Section 4945(d)(2) of the Code), (D) to make any grant which does not comply with requirements of Section 4945(d)(3) or (4) of the Code, or (E) for any purposes other than one specified in Section 170(c)(1) or Section 170(c)(2)(B) of the Code. Donee has full power and authority to execute and deliver this Agreement and to perform its obligations under, and consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Donee has been duly and validly authorized by all necessary action on the part of Donee and this Agreement has been duly executed and delivered by Donee. This Agreement is a legal, valid and binding obligation of Donee enforceable in accordance with its terms. The Premises is, and at all times throughout the Term (as defined herein) of this Agreement shall be, free and clear of all liens, pledges, security interests, encumbrances and liabilities of any kind whatsoever.

5. TERM & TERMINATION

- a. Term. This Agreement shall commence on the Effective Date and shall continue for an initial term (the "Initial Term") of twenty (20) years. The Initial Term and the Renewal Terms are sometimes collectively referred to herein as the "Term."
- b. Renewal. Within twelve (12) months prior to the expiration of the Initial Term or any Renewal Term hereof, Donor and Donee agree to negotiate in good faith the terms and conditions upon which this Agreement will renew for additional, consecutive terms of ten (10) years each (each, a "Renewal Term").
- c. Termination for Failure to Maintain the Site or the Premises. If at any time during the Initial Term or a Renewal Term, Donor determines in its reasonable discretion that Donee has failed to adequately maintain the Site or the Premises in accordance with the terms of this Agreement, Donor may provide not less than sixty (60) days prior written notice of Donor's intent to terminate this Agreement; provided, however, that Donee shall have an opportunity to make repairs and cure other maintenance issues to Donor's satisfaction within the sixty (60) day notice period to prevent termination of the Agreement.
- d. Termination by Mutual Agreement. This Agreement may also be terminated by mutual written agreement of both Donor and Donee.

6. USE OF NAMES AND SERVICE MARKS.

- a. Donee agrees that the names, logos, symbols, trademarks, trade names, and service marks of Donor and BlueCross BlueShield of Tennessee ("BlueCross"), whether presently existing or hereafter established, are the sole property of Donor and BlueCross, and Donor and BlueCross retain the right to the use and control thereof. Donee shall not use Donor's or BlueCross' name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of Donor and shall cease any such usage immediately upon written notice by Donor or upon termination of this Agreement, whichever occurs earlier.
- b. Donee agrees that the names, logos, symbols, trademarks, trade names, and service marks of Blue Cross and Blue Shield Association, whether presently existing or hereafter established, are the sole property of Blue Cross and Blue Shield Association, and Blue Cross and Blue Shield Association retains the right to the use and control thereof. Donee shall not use Blue Cross and Blue Shield Association's name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of Donor or Blue Cross and Blue Shield Association and shall cease any such usage immediately upon written notice by Donor or Blue Cross and Blue Shield Association or upon termination of this Agreement, whichever occurs earlier.

7. SPECIFIC ENFORCEMENT

To the extent permitted by Tennessee law, the parties agree that if there is not an adequate remedy at law for damages which the Donor might sustain for failure of the Donee to comply with the terms and conditions of this Agreement the Donor shall be entitled to the remedies of specific enforcement and injunctive relief in addition to all other legal remedies that Donor may have.

8. GENERAL PROVISIONS

- a. Entire Agreement. This Agreement, and all exhibits attached hereto, contains the entire agreement between the Parties concerning the donation of the Donated Property and supersedes all prior written or oral agreements between the Parties to this Agreement.
- b. Notices. Any written notice required by this Agreement shall be sent by overnight or certified mail, return receipt requested, to the location given in the opening paragraph of this Agreement, or to such other location as a Party may specify upon advance written notice to the other Party during the Term of this Agreement, and in the case of Donor, with a copy provided to its General Counsel, which shall not constitute notice. Notice shall be deemed to have been given on the date it is received by a Party.
- c. Further Assurances. The Parties hereby covenant and agree that, from time to time, at the reasonable prior written request of either Party, the Parties shall perform, or cause to be performed, such other actions and execute and deliver, or cause to be executed and delivered, such other agreements, certificates, documents and/or instruments as either of the Parties may reasonably request in order to effectuate the transactions contemplated under this Agreement.
- d. Severability. If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.
- e. Assignment; Binding Effect. Neither Party shall have the right to assign, transfer and/or subcontract its rights and/or duties and obligations arising under this Agreement, either in whole or in part, without the prior written consent of the other Party which such consent shall not be unreasonably withheld, conditioned and/or delayed. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties, their successors and permitted assigns.

f. Governing Law; Forum. Regardless of the location of the execution of this Agreement, the Parties hereby acknowledge and agree that this Agreement shall be governed in all respects, including validity, interpretation and effect by, and shall be enforceable in accordance with the internal laws of the State of Tennessee without regard to its conflicts of laws principles. The Parties hereby acknowledge and agree that the jurisdiction and venue for resolving any dispute arising regarding this Agreement shall be appropriate in the courts of Hamilton County, Tennessee in the United States of America, and the Parties hereby waive any objections to such jurisdiction and venue.

g. Written Amendments. No addition to or modification of any term or provision of this Agreement, whether by amendment, addendum, or otherwise, shall be effective unless in writing, signed by both Donor and Donee.

h. No Benefit for Third Parties. This Agreement is intended solely for the benefit of the Donor and Donee, and no benefit is conferred hereby, nor is any contractual relationship established hereby, upon or with any person or entity not a party to this Agreement.

i. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY AS A RESULT OF ANY CLAIM WHETHER SUCH CLAIM IS BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY. EACH PARTY ACKNOWLEDGES AND AGREES (I) THAT NO ATTORNEY, REPRESENTATIVE AND/OR OTHER AGENT OF THE OTHER PARTY HAS REPRESENTED, WHETHER EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF A CLAIM, SEEK TO ENFORCE THE TERMS AND CONDITIONS OF THIS SECTION 8(I) AND (II) THAT SUCH PARTY AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE TERMS AND CONDITIONS OF THIS SECTION 8(I).

j. Waivers. No waiver by either Party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.

k. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed on its behalf by a duly authorized representative as of the Effective Date.

[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 License Agreement with PlayCore Wisconsin, Inc. d/b/a GameTimed for the Development of the BlueCross Healthy Place at Kingsport Riverwalk Park, is approved.

SECTION V. 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 License Agreement with PlayCore Wisconsin, Inc. d/b/a GameTime for the Development of BlueCross Healthy Place at Kingsport Riverwalk Park, 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 as set out below:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License"), entered into to be effective as of _____, 2024 (the "Effective Date"), by and between the **City of Kingsport, Tennessee a municipal**

corporation chartered under the laws of the State of Tennessee, having an office at 415 Broad Street, Kingsport, Tennessee 37660 ("Licensor") and PlayCore Wisconsin, Inc. d/b/a GameTime, with an address of 544 Chestnut Street, Chattanooga, Tennessee 37402 ("Licensee").

W I T N E S S E T H:

1. Licensed Property. Licensor, its successors and assigns including without limitation any successor owner of the Licensed Property, as hereinafter defined, grants to Licensee, its successors and assigns, a limited, non-exclusive license for construction trucks and other traffic associated with the construction activities conducted by or on behalf of Licensee on the property, and to cross over and store construction and other material on and within the property more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Licensed Property").
2. Duration. The term of this License shall commence on the date hereof and shall continue for a period of twelve (12) months, unless earlier terminated by Licensee or Licensor.
3. Waiver. Licensor shall have no responsibility for the care or protection of Licensee or its invitees, nor shall Licensor be liable for any damage or injury of Licensee, contractors or their property or person, whether by fire, theft, vandalism, accident, or other peril of any kind whatsoever. Licensee waives any and all claims it, or any person claiming by, through, or under Licensee, might now or in the future have against Licensor on account of any such damage.
4. Quality of Work. In all work undertaken by Licensee, such work shall be completed in a prompt, good and workmanlike manner, free of all liens (including mechanic's liens) and encumbrances.
5. Indemnification. Licensee shall indemnify, defend, and save harmless Licensor from and against any and all costs, claims, damages, and charges, including Licensor's reasonable attorney fees and other costs, made by any person against Licensor to the extent resulting from any negligent or willful act or omission of Licensee, its contractors, agents and employees.
6. Insurance. Licensee shall maintain in full force and effect at all times during the term of this License commercial general liability and automobile insurance with limits of not less than One Million Dollars (\$1,000,000.00), and providing coverage for personal injury and property damage arising out of the use of the Licensed Property. Licensor shall be entitled to prior notice of any cancellation of such coverage, and Licensee shall provide to Licensor at the beginning of this License a certificate reflecting that such coverage is in full force and effect. Further, Licensee shall obtain and maintain any other reasonable and commercially accepted insurance requested by Licensor incident to the operation of Licensee's business. Failure to provide evidence of such insurance to Licensor within three (3) business days of any request therefor shall be cause for immediate termination of this License at the option of Licensor.
7. Assignment. Licensor may assign this License at any time and from time to time to any subsequent owner of the Licensed Property.
8. Non-waiver Provision. The failure of Licensor to insist upon performance of any of the terms, conditions, and covenants hereof shall not be deemed to be a waiver of any rights or remedies that Licensor may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
9. Condition of Licensed Property. Licensee acknowledges that (i) Licensor has not made and does not hereby make any representations regarding the physical condition of the Licensed Property or the land or building in which they are located, and (ii) that there are no warranties, either express or implied, regarding the condition of the Licensed Property and/or the land or building in which they are located. Licensee expressly waives and releases any such warranties that may exist and hereby accepts the Licensed Property in its "as is" condition.
10. Liens. In the event any mechanic's lien is recorded against the Licensed Property as a result of services performed or materials furnished for the use of Licensee, then Licensee agrees to cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge within twenty (20) days following such lien filing. Licensee agrees to defend, protect, indemnify and hold harmless Licensor and the Licensed Property from and against all claims relating thereto, arising out of or resulting from such lien.
11. No Leasehold. The parties agree that the interest herein created is a license and that no leasehold or other tenancy is intended to be or shall be created by this License.
12. Entire and Binding License. This License contains all of the agreements between the parties hereto as to the subject matter hereof and it may not be modified in any manner other than by an agreement in writing signed by Licensor and Licensee and expressly referring to this License. Notwithstanding any prior agreements between Licensor, Licensee or any other party, whether written or oral, and notwithstanding any future agreement between Licensor and Licensee as to the Licensed Property, this License shall be the sole agreement relating to the subject matter of this

License. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Licensor, Licensee, and their respective successor and permitted assigns.

13. **Authority.** The persons executing this License for Licensor and Licensee, respectively, warrant and represent to the other party that they are authorized to do so and that this License is valid and binding on their respective principals according to its terms.

14. **Choice of Law.** This License shall be governed by and construed in accordance with the laws of the State of Tennessee

15. **Counterparts.** To facilitate execution, this License may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION VI. 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 VII. That the Donation Agreement with BlueCross BlueShield of Tennessee Foundation for the Development of BlueCross Healthy Place at Kingsport Riverwalk Park, is approved.

SECTION VII. 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 Donation Agreement with BlueCross BlueShield of Tennessee Foundation for the Development of BlueCross Healthy Place at Kingsport Riverwalk Park, 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 as set out below:

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (this “**Agreement**”), effective as of _____, 2024 (the “**Donation Date**”), is by and between **City of Kingsport, Tennessee a municipal corporation chartered under the laws of the State of Tennessee (“Donee”)** and the BlueCross BlueShield of Tennessee Foundation, a Tennessee nonprofit corporation (“**Donor**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Donation Agreement, effective _____, 2024 (the “**Donation Agreement**”), by and between Donor and Donee.

RECITALS

WHEREAS, pursuant to the Donation Agreement and subject to the terms and conditions set forth herein, Donor agrees to donate and transfer all of Donor’s rights, title, and interest in and to the Donated Property, as set forth on **Exhibit A**, to Donee, and Donee agrees to accept the Donated Property from Donor; and

WHEREAS, the parties mutually desire to execute and deliver this Agreement to evidence the donation and transfer of the Donated Property so as to vest more fully in Donee all of Donor’s right, title and interest in, to and under the Donated Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Transfer. Effective as of the Donation Date, in accordance with the Donation Agreement and this Agreement, Donor hereby donates, assigns, transfers, conveys and delivers to Donee, and Donee accepts from Donor, all of Donor’s right, title and interest in, to and under the Donated Property (collectively, the “Transfer”).

2. Restrictions on Donation. For a period beginning on the Donation Date and ending on the expiration or termination of the Donation Agreement, as provided therein, Donee covenants and agrees that Donee shall not transfer the Donated Property or any of its ownership or other interests in the Premises to any third party, without the prior written consent of Donor.

3. Remedies. The parties' remedies with respect to any and all losses that arise under, relate to and/or result from any breaches of this Agreement shall be as set forth in the Donation Agreement. TO THE EXTENT PERMITTED BY STATE LAW, INCLUDING BUT NOT LIMITED TO THE LIMITATION OF WARRANTIES APPLICABLE TO POLITICAL SUBDIVISIONS EXCEPT AS EXPRESSLY SET FORTH IN THE DONATION AGREEMENT OR THIS AGREEMENT, DONOR MAKES OR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE DONATED PROPERTY, INCLUDING ANY WARRANTY AS TO CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE DONATED PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THAT THE DONATED PROPERTY IS IN "AS IS, WHERE IS" CONDITION AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE.

TO THE EXTENT PERMITTED BY STATE LAW INCLUDING BUT NOT LIMITED TO THE APPLICABILITY OF LIMITATIONS OF LIABILITY OR INDEMNITY BY POLITICAL SUBDIVISIONS AND THE LIMITATIONS OF LIABILITY CREATED UNDER THE TENNESSEE GOVERNMENTAL TORT LIABILITY ACT (Tenn. Code Ann. § 29-20-101, *et seq.*) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES, WHETHER DIRECT, SPECIAL, CONSEQUENTIAL OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY, PERSONAL INJURY, LOSS OF PROFITS OR ANTICIPATED PROFITS OR LOSS OF PRODUCT USE, ARISING OUT OF OR RELATED TO THE DONATED PROPERTY, THE USE OF THE DONATED PROPERTY OR AS A RESULT OF THIS AGREEMENT.

4. Donation Agreement Override. This Agreement is expressly made pursuant to, and subject to the terms and conditions set forth in, the Donation Agreement. Nothing set forth in this Agreement is intended to supersede, modify, limit, expand and/or otherwise affect in any manner the terms, conditions, provisions, representations, warranties, covenants and other agreements set forth in the Donation Agreement, and such terms, conditions, provisions, representations, warranties, covenants and other agreements shall remain in full force and effect in accordance with the terms of the Donation Agreement. If any conflict exists between this Agreement and the Donation Agreement, the Donation Agreement shall govern and control in all respects.

5. Further Assurances. Following the Transfer, each of the parties shall, and shall cause their respective affiliates to, take all appropriate action and execute and deliver all additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably necessary or advisable to carry out any of the provisions hereof and give effect to the transactions contemplated hereby.

6. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

7. Miscellaneous. Section 8 of the Donation Agreement entitled "General Provisions" is hereby incorporated, by reference as if such Section 8 was set forth in full in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

ADOPTED this the 20th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

DONATION AGREEMENT

THIS DONATION AGREEMENT (the “Agreement”), entered into and effective as of _____, 2024 (the “Effective Date”), is by and between the **BLUECROSS BLUESHIELD OF TENNESSEE FOUNDATION**, a Tennessee nonprofit public benefit corporation with its principal office at 1 Cameron Hill Circle, Chattanooga, Tennessee 37402 (“Donor”) and **City of Kingsport, Tennessee a municipal corporation chartered under the laws of the State of Tennessee**, having an office at **415 Broad Street, Kingsport, Tennessee 37660** (“Donee”) (each, a “Party”, collectively, the “Parties”).

RECITALS

WHEREAS, Donee owns the property described in **Exhibit A** hereof (the “Site”), which is the site of Kingsport Riverwalk Park; and

WHEREAS, in consideration of entering into this Agreement, Donee desires to permit Donor to cause certain renovations and other work to be done to the Site (collectively, the “Work”), including upgrading existing facilities and areas (the “Upgrades”) and installing certain recreational equipment (the “Equipment”), as more particularly described in **Exhibit B** hereof; and

WHEREAS, Donor has engaged PlayCore Holdings, Inc. d/b/a PlayCore Wisconsin, Inc. and GameTime (“PlayCore”) to perform the Work to the Site, including the Upgrades and installing the Equipment; and

WHEREAS, as part of Donor’s engagement of PlayCore to perform the Work, including the Upgrades and the installation of the Equipment, Donor and PlayCore have entered into that certain Design Build Project Agreement dated _____, 2024 (the “Design Build Agreement”); and

WHEREAS, as part of PlayCore’s obligation to perform the Work, including the Upgrades and the installation of the Equipment, PlayCore and Donee have entered into a License Agreement, dated _____, 2024 (the “License Agreement”), a copy of which is attached hereto and incorporated herein as **Exhibit C**, which provides PlayCore with access to the Site as more particularly set forth therein; and

WHEREAS, upon completion of the Work, including the Upgrades and the installation of the Equipment, Donor will acquire certain interests in the Upgrades and the Equipment and wishes to donate all of such interests in and to the Upgrades and Equipment (collectively, the “Donated Property”) to Donee, and Donee wishes to accept such Donated Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DONATION

a. **Transfer**. On a date to be mutually agreed to by the Parties following completion of the Work (including the Upgrades and the installation of the Equipment) and inspection of the Donated Property (the “Donation Date”), Donor agrees to donate all of its rights, title, and interest in and to the Donated Property to Donee, and Donee agrees to accept the Donated Property from Donor, on the terms and conditions set forth on the Transfer Agreement, the form of which is attached hereto as **Exhibit D**. Upon transfer of the Donated Property to Donee, except as specifically set forth in this Agreement, Donor shall not have any rights or obligations with respect to Donated Property, and Donor shall not be responsible for any claims,

liabilities, suits, damages, judgments, losses or actions as a result of any act or omission with respect to the Donated Property, including but not limited to, the use of the Donated Property.

b. Inspection. Prior to the Donation Date, Donee shall have the right to inspect the Donated Property and shall immediately inform Donor and PlayCore of any material defects in the Work or Donated Property. If any such material defects are identified, Parties agree that Donor shall use reasonable efforts to require PlayCore to repair those identified material defects prior to donation of the Donated Property. Nothing in this Section 1(b) shall be construed as creating rights for the Donee that are greater than the Donor's enforceable rights against PlayCore pursuant to the terms and conditions of the Design Build Agreement.

c. Restrictions on Donation. At all times during the Term (as defined hereinafter) of this Agreement, Donee covenants and agrees that Donee shall not transfer the Donated Property or any of its ownership or other interests in the portion of the Site on which the Donated Property is located, as more particularly described and/or depicted on Exhibit E hereof (the "Premises") to any third party, without the prior written consent of Donor.

d. Additional Conditions Precedent. Donee acknowledges and agrees that Donor will have no obligations under this Agreement unless and until the following conditions precedent are satisfied:

(i) any preparation of the Site by Donee necessary for the Work to commence is completed on or before _____, 2024, unless otherwise mutually agreed upon by the Parties;

(ii) any design work proposed by Donee adjacent to or associated with the Work or the Premises ("Donee's Improvements") is completed to the satisfaction of Donor;

(iii) any subcontracts associated with Donee's Improvements are finalized and approved by Donor; and

(iv) a metes and bounds description, survey, tax map, or other sufficient description of the Site is provided to and approved by Donor and attached to this Agreement at Exhibit A.

2. WARRANTIES OF THE DONATED PROPERTY; LIMITATION OF LIABILITY; INDEMNIFICATION

a. Assignment. Effective on the Donation Date and in connection with the donation of the Donated Property to Donee, Donor shall assign to Donee any and all manufacturer's or other warranties Donor has received in connection with the Work (including the Upgrades and the installation of the Equipment), and any service warranties provided by PlayCore or its contractors, subcontractors, consultants, or others in connection with the Work (including the Upgrades and the installation of the Equipment), as provided in the Design Build Agreement or any other agreement relating to Work between PlayCore and/or its contractors, subcontractors, consultants or to which any of the foregoing are a party (the foregoing, collectively, the "Warranties"). Donor shall take such actions as are reasonably necessary and appropriate to consummate such assignment.

b. No Additional Warranties. TO THE EXTENT PERMITTED BY STATE LAW, INCLUDING BUT NOT LIMITED TO THE LIMITATION OF WARRANTIES APPLICABLE TO PUBLIC SUBDIVISIONS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DONOR MAKES OR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WORK OR THE DONATED PROPERTY, INCLUDING ANY WARRANTY AS TO CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. DONEE

ACKNOWLEDGES THAT DONEE IS ACCEPTING THE DONATED PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THAT THE DONATED PROPERTY IS IN "AS IS, WHERE IS" CONDITION AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE.

c. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY STATE LAW INCLUDING BUT NOT LIMITED TO THE APPLICABILITY OF LIMITATIONS OF LIABILITY OR INDEMNITY BY POLITICAL SUBDIVISIONS AND THE LIMITATIONS OF LIABILITY CREATED UNDER THE TENNESSEE GOVERNMENTAL TORT LIABILITY ACT (Tenn. Code Ann. § 29-20-101, *et seq.*) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES, WHETHER DIRECT, SPECIAL, CONSEQUENTIAL OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY, PERSONAL INJURY, LOSS OF PROFITS OR ANTICIPATED PROFITS OR LOSS OF PRODUCT USE, ARISING OUT OF OR RELATED TO THE WORK, THE DONATED PROPERTY, THE USE OF THE DONATED PROPERTY OR AS A RESULT OF THIS AGREEMENT.

d. Indemnification. Subject to the limitations of Article II, Section 29 of the Tennessee Constitution which prohibits municipalities from lending their credit to private entities and therefore, in certain instances, precludes a political subdivision of the state from indemnifying a third party, Donee, to the extent permitted under Tennessee law applicable to Tennessee governmental entities as in effect as of the Effective Date of this Agreement and as may be amended from time to time, agrees to indemnify, defend and hold harmless Donor, its affiliates and their respective officers, directors, employees and agents, from and against any claims, damages, losses, liabilities, costs or expenses, including, but not limited to, any and all claims, demands, causes of action, court costs, fines, damages, judgments and reasonable attorneys' fees arising out of (i) any breach of this Agreement by Donee, (ii) any use of the Donated Property, the Site, or the Premises, or (iii) any property or other damage, personal injury or death arising out of or relating to the Donated Property, the Site, or the Premises.

3. USE AND MAINTENANCE; NAMING RIGHTS

a. Public Access to the Donated Property and Premises. Donee acknowledges and agrees that the purpose of the donation is to provide public access to the Donated Property and the Premises to families and children in the community. On and after the Donation Date, Donee agrees to provide public access to the Donated Property and the Premises at all times during the Term of the Agreement unless otherwise agreed in writing by Donor.

b. Maintenance of the Premises and Site. On and after the Donation Date, Donee shall be responsible for providing and/or managing all maintenance and upkeep of the Site, the Premises, and the Donated Property, including but not limited to the following: (i) providing utilities (electricity, water and sewer) to the Premises and (ii) day-to-day maintenance of the Premises (including, without limitation, mowing the grass, ensuring maintenance of street lights in and around the Premises, maintaining restrooms at the Premises or in close proximity on the Site, and picking up trash). The Parties acknowledge that Donee, at its option, may make additional improvements to the Premises and Site such as installing sidewalks and street lights around the perimeter of the Premises and/or the Site. Donee acknowledges and agrees that Donor shall have no obligation for or liability with respect to the maintenance of the Donated Property, the Premises, or the Site after the transfer of the Donated Property to Donee, unless expressly set forth herein.

c. Maintenance Fund. Notwithstanding the foregoing, in connection with certain maintenance activities for the Premises and Donated Property, Donor intends to establish a maintenance and repair fund in the amount of [•] Dollars (\$[•]) (the "Maintenance Fund"), with a nonprofit organization exempt from United States federal income taxation under Section 501(a) of the Code, as more particularly described in Section 501(c)(3) of the Code, and further classified as other than a private foundation within

the meaning of Section 509(a) of the Code, of the Donor's choosing (the "Maintenance Fund Sponsoring Organization"), to serve as a source of funds that may be utilized to pay for Major Repairs (as defined below) to the Donated Property during the Term of this Agreement. "Major Repairs" shall mean maintenance, repairs, or replacement of Donated Property as necessary due to normal wear and tear, damage due to vandalism that creates a dangerous condition, and natural disaster; provided, however, in no event shall a Major Repair include any of the foregoing maintenance, repairs, or replacements for which a claim can be made under the Warranties or that otherwise are or would be covered by the Warranties. It is the Donee's obligation to identify and determine whether maintenance, repairs, or replacements are covered by the Warranties and to pursue fully any claims to be made thereunder. Major Repairs shall be identified as follows:

(i) Donor may periodically examine the Donated Property and determine whether any Major Repairs are required. If Major Repairs are identified by the Donor, the Donor shall inform Donee, and a quote shall be obtained by Donee from PlayCore for the costs to make the Major Repair and provided to Donor for Donor's approval. In the event that PlayCore is no longer in existence at the time such Major Repair is needed or either of the Parties reasonably objects to PlayCore making the Major Repair(s) needed, (A) the Donee shall obtain a quote for the costs to make the Major Repair and provide the quote to the Donor; (B) upon receipt of approval of the quote from the Donor, the Donee will prepare either an invitation for bids or a request for proposals and advertise it publicly; and (C) Donee shall provide the Donor with a copy of its invitation for bids or request for proposals. Once the costs of the Major Repair have been determined and have been approved by the Donor, the Donor shall request the Sponsoring Organization make a distribution from the Maintenance Fund to pay for or reimburse the costs of the Major Repairs. Donee shall address the Major Repairs within ninety (90) days of receiving a distribution from the Maintenance Fund. If, after ninety (90) days, Donee fails to address the Major Repairs, Donor, at its discretion, may use funds from the Maintenance Fund to perform the Major Repairs. If Donor uses the funds from the Maintenance Fund to perform the Major Repairs, Donor shall be entitled to recoup the original distribution made to Donee.

(ii) Donee may from time to time notify Donor of potential Major Repairs it identifies. Donor shall review the information provided by Donee and determine, in its sole and absolute discretion, if the item qualifies as a Major Repair. If determined to be a Major Repair by the Donor, the Donor shall inform Donee, and a quote shall be obtained by Donee from PlayCore for the costs to make the Major Repair and provided to Donor for Donor's approval. In the event that PlayCore is no longer in existence at the time such Major Repair is needed or either of the Parties reasonably objects to PlayCore making the Major Repair(s) needed, (A) the Donee shall obtain a quote for the costs to make the Major Repair and provide the quote to the Donor; (B) upon receipt of approval of the quote from the Donor, the Donee will prepare either an invitation for bids or a request for proposals and advertise it publicly; and (C) Donee shall provide the Donor with a copy of its invitation for bids or request for proposals. Once the costs of the Major Repair have been determined and have been approved by the Donor, the Donor shall request the Sponsoring Organization make a distribution from the Maintenance Fund to pay for or reimburse the costs of the Major Repairs. Donee shall address the Major Repairs within ninety (90) days of receiving a distribution from the Maintenance Fund. If, after ninety (90) days, Donee fails to address the Major Repairs, Donor, at its discretion, may use funds from the Maintenance Fund to perform the Major Repairs. If Donor uses the funds from the Maintenance Fund to perform the Major Repairs, Donor shall be entitled to recoup the original distribution made to Donee.

(iii) Notwithstanding the foregoing or anything else in this Agreement to the contrary, the Donee may opt to make any Major Repairs itself (A) after informing the Donor of its desire to do so and of the costs to be incurred to make any such Major Repair and (B) after obtaining the Donor's approval to do so. Once the costs of the Major Repair have been determined and have been

approved by the Donor, the Donor shall request the Sponsoring Organization make a distribution from the Maintenance Fund to pay for or reimburse the costs of the Major Repairs.

Donor may, at its sole option and in its sole and absolute discretion, voluntarily increase the amount of the Maintenance Fund at any time during the Term of the Agreement in such amounts as Donor deems necessary and consistent with its resources. Upon termination of the Agreement, all obligations of Donor and Maintenance Fund Sponsoring Organization to pay or reimburse for Major Repairs shall terminate, and Donor or the Maintenance Fund Sponsoring Organization may use any funds remaining in the Maintenance Fund for such other purposes as they may choose.

d. Naming Rights. The parties agree that during the Term of this Agreement the Premises shall be named and referred to as the “**BlueCross Healthy Place at Kingsport Riverwalk Park**” (the “Name”) or such other name that the Donor, in its sole and absolute discretion, may select or approve from time to time. The right to name the Premises to commemorate the Donor’s donation of the Donated Property shall be the sole and exclusive right of the Donor, and the Donee agrees not to commit, offer, or grant the right to name the Premises, or any subordinate portion thereof, to any other party, unless such is approved in writing by the Donor. Appropriate signage using logos, color palettes, design and placement, and bearing the Name or such other name that the Donor may select or approve, in Donor’s sole and absolute discretion, will be displayed at the Premises, subject to Donor’s prior review and approval. The Premises shall be referred to in publications and communications by the Donee by the Name or such other name that the Donor, in its sole and absolute discretion, may select or approve from time to time. Subject to Section 6 of this Agreement, the Donee may acknowledge the Donor’s support of the Premises in any or all announcements, publications, and written materials, and any such acknowledgements shall list the Donor as “BlueCross BlueShield of Tennessee Foundation” or in such other manner as expressly directed and approved by the Donor. A copy of any announcements, press releases, media releases, newspaper or magazine articles, or other publicity or promotional materials will be submitted to Donor for Donor’s review and approval prior to being released for publication or published. Upon the expiration of the Term of this Agreement or in the event the Donor determines in its sole and absolute discretion that the use of Donor’s name by the Donee would adversely impact the reputation, image, mission or integrity of the Donor, then Donor may, in its sole and absolute discretion, terminate the naming rights provided pursuant to this Agreement by providing the Donee with written notice of termination. Upon receiving such written notice of termination, the Donee shall remove or caused to be removed within a reasonable time the Name or such other name that the Donor may select or approve from time to time from the Premises, other structures, all publications, and any other mediums, whether tangible or intangible, relating to the Site, the Premises, or the Donated Property. The Donee also shall immediately cease to use the Donor’s name in any and all publicity or promotional material pertaining to the Site, the Premises, or the Donated Property, immediately upon being provided with written notice to do the same.

4. REPRESENTATION AND WARRANTIES OF THE PARTIES

a. Representation and Warranties of Donor. Donor is a nonprofit corporation duly organized, validly existing and in good standing under the laws of Tennessee. Donor has full power and authority to execute and deliver this Agreement and to perform its obligations under, and consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Donor has been duly and validly authorized by all necessary action on the part of Donor and this Agreement has been duly executed and delivered by Donor. This Agreement is a legal, valid and binding obligation of Donor enforceable in accordance with its terms.

b. Representation and Warranties of Donee. Donee is a **municipal corporation** duly chartered, validly existing and incorporated under the laws of Tennessee. Donee (i) is a political subdivision of the State of Tennessee and to whom charitable contributions may be made when contribution or gift is

used for a public purpose as set forth in Section 170(c)(1) of the Code; (ii) has not received any notice or have any reason to believe that its status as described clause (i) of this Section 4(b) has been revoked, changed or lost (or could be revoked, changed, or lost) or that it is no longer in compliance with applicable law; (iii) has the ability, experience and resources to carry out this Agreement; and (iv) will not to use any of portion of the Site, the Premises, the Donated Property, or the Maintenance Fund (A) other than as permitted under the terms and conditions of this Agreement, (B) to carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (C) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter or registration drive (within the meaning of Section 4945(d)(2) of the Code), (D) to make any grant which does not comply with requirements of Section 4945(d)(3) or (4) of the Code, or (E) for any purposes other than one specified in Section 170(c)(1) or Section 170(c)(2)(B) of the Code. Donee has full power and authority to execute and deliver this Agreement and to perform its obligations under, and consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Donee has been duly and validly authorized by all necessary action on the part of Donee and this Agreement has been duly executed and delivered by Donee. This Agreement is a legal, valid and binding obligation of Donee enforceable in accordance with its terms. The Premises is, and at all times throughout the Term (as defined herein) of this Agreement shall be, free and clear of all liens, pledges, security interests, encumbrances and liabilities of any kind whatsoever.

5. TERM & TERMINATION

a. Term. This Agreement shall commence on the Effective Date and shall continue for an initial term (the "Initial Term") of twenty (20) years. The Initial Term and the Renewal Terms are sometimes collectively referred to herein as the "Term."

b. Renewal. Within twelve (12) months prior to the expiration of the Initial Term or any Renewal Term hereof, Donor and Donee agree to negotiate in good faith the terms and conditions upon which this Agreement will renew for additional, consecutive terms of ten (10) years each (each, a "Renewal Term").

c. Termination for Failure to Maintain the Site or the Premises. If at any time during the Initial Term or a Renewal Term, Donor determines in its reasonable discretion that Donee has failed to adequately maintain the Site or the Premises in accordance with the terms of this Agreement, Donor may provide not less than sixty (60) days prior written notice of Donor's intent to terminate this Agreement; provided, however, that Donee shall have an opportunity to make repairs and cure other maintenance issues to Donor's satisfaction within the sixty (60) day notice period to prevent termination of the Agreement.

d. Termination by Mutual Agreement. This Agreement may also be terminated by mutual written agreement of both Donor and Donee.

6. USE OF NAMES AND SERVICE MARKS.

a. Donee agrees that the names, logos, symbols, trademarks, trade names, and service marks of Donor and BlueCross BlueShield of Tennessee ("BlueCross"), whether presently existing or hereafter established, are the sole property of Donor and BlueCross, and Donor and BlueCross retain the right to the use and control thereof. Donee shall not use Donor's or BlueCross' name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of Donor and shall cease any such usage immediately upon written notice by Donor or upon termination of this Agreement, whichever occurs earlier.

b. Donee agrees that the names, logos, symbols, trademarks, trade names, and service marks of Blue Cross and Blue Shield Association, whether presently existing or hereafter established, are the sole property of Blue Cross and Blue Shield Association, and Blue Cross and Blue Shield Association retains the right to the use and control thereof. Donee shall not use Blue Cross and Blue Shield Association's

name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of Donor or Blue Cross and Blue Shield Association and shall cease any such usage immediately upon written notice by Donor or Blue Cross and Blue Shield Association or upon termination of this Agreement, whichever occurs earlier.

7. SPECIFIC ENFORCEMENT

To the extent permitted by Tennessee law, the parties agree that if there is not an adequate remedy at law for damages which the Donor might sustain for failure of the Donee to comply with the terms and conditions of this Agreement the Donor shall be entitled to the remedies of specific enforcement and injunctive relief in addition to all other legal remedies that Donor may have.

8. GENERAL PROVISIONS

a. Entire Agreement. This Agreement, and all exhibits attached hereto, contains the entire agreement between the Parties concerning the donation of the Donated Property and supersedes all prior written or oral agreements between the Parties to this Agreement.

b. Notices. Any written notice required by this Agreement shall be sent by overnight or certified mail, return receipt requested, to the location given in the opening paragraph of this Agreement, or to such other location as a Party may specify upon advance written notice to the other Party during the Term of this Agreement, and in the case of Donor, with a copy provided to its General Counsel, which shall not constitute notice. Notice shall be deemed to have been given on the date it is received by a Party.

c. Further Assurances. The Parties hereby covenant and agree that, from time to time, at the reasonable prior written request of either Party, the Parties shall perform, or cause to be performed, such other actions and execute and deliver, or cause to be executed and delivered, such other agreements, certificates, documents and/or instruments as either of the Parties may reasonably request in order to effectuate the transactions contemplated under this Agreement.

d. Severability. If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.

e. Assignment; Binding Effect. Neither Party shall have the right to assign, transfer and/or subcontract its rights and/or duties and obligations arising under this Agreement, either in whole or in part, without the prior written consent of the other Party which such consent shall not be unreasonably withheld, conditioned and/or delayed. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties, their successors and permitted assigns.

f. Governing Law; Forum. Regardless of the location of the execution of this Agreement, the Parties hereby acknowledge and agree that this Agreement shall be governed in all respects, including validity, interpretation and effect by, and shall be enforceable in accordance with the internal laws of the State of Tennessee without regard to its conflicts of laws principles. The Parties hereby acknowledge and agree that the jurisdiction and venue for resolving any dispute arising regarding this Agreement shall be appropriate in the courts of Hamilton County, Tennessee in the United States of America, and the Parties hereby waive any objections to such jurisdiction and venue.

g. Written Amendments. No addition to or modification of any term or provision of this Agreement, whether by amendment, addendum, or otherwise, shall be effective unless in writing, signed

by both Donor and Donee.

h. No Benefit for Third Parties. This Agreement is intended solely for the benefit of the Donor and Donee, and no benefit is conferred hereby, nor is any contractual relationship established hereby, upon or with any person or entity not a party to this Agreement.

i. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY AS A RESULT OF ANY CLAIM WHETHER SUCH CLAIM IS BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY. EACH PARTY ACKNOWLEDGES AND AGREES (I) THAT NO ATTORNEY, REPRESENTATIVE AND/OR OTHER AGENT OF THE OTHER PARTY HAS REPRESENTED, WHETHER EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF A CLAIM, SEEK TO ENFORCE THE TERMS AND CONDITIONS OF THIS SECTION 8(I) AND (II) THAT SUCH PARTY AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE TERMS AND CONDITIONS OF THIS SECTION 8(I).

j. Waivers. No waiver by either Party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.

k. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

[Signatures on Following Page(s)]

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed on its behalf by a duly authorized representative as of the Effective Date.

CITY OF KINGSPORT, TENNESSEE

**BLUECROSS BLUESHIELD OF
TENNESSEE FOUNDATION**

Patrick W. Shull
Mayor

Dalya Qualls White
Executive Director, Tennessee Health Foundation

Date

Date

Attest:

Angela Marshall
Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III
City Attorney

**LEGAL DESCRIPTION
FOR THE BOUNDARY SURVEY OF CITY OWNED PROPERTIES
SULLIVAN CO. TAX MAP 045K, GROUP D, PARCELS 43, 44, 47, 52, 52.1, 52.2, &
53**

Following is a description of the outer boundary of City of Kingsport owned properties encompassing Sullivan Co. Tax Map 045K, Group D, Parcels 43, 44, 47, 52, 52.1, 52.2, & 53, to wit:

SITUATED in the 12th Civil District of Sullivan County, Tennessee, being all or a portion of Sullivan County Tax Map 045K, Group D, Parcels 43, 44, 47, 52, 52.1, 52.2, & 53 as shown on a sketch by Bryan S. Dean, Registered Land Surveyor Tennessee No. 2977 titled "BOUNDARY SURVEY OF CITY OWNED PROPERTIES" DATE: 8-30-2022, SCALE: 1"= 50', and on file as such in the Office of the City Engineer, 130 Shelby Street, Kingsport, TN 37660.

Parcel 1

BEGINNING on an iron pin in the southerly right-of-way line of Netherland Inn Road, said iron pin being corner to Tax Map 045K, Group D, Parcel 051.00 and Tax Map 045K, Group D, Parcel 052.00; thence departing said iron pin and continuing with said right-of-way line the following six (6) calls: S77°22'36"E 9.22' to a point; thence with a tangential curve to the right having a radius of 116.90', an arc length of 75.16', and a chord bearing and distance of S58°57'28"E 73.87' to a point; thence S40°32'21"E 4.60' to a point; thence S46°30'15"E 16.35' to a point; thence with a tangential curve to the left having a radius of 52.91', an arc length of 35.95', and a chord bearing and distance of S65°58'17"E 35.26' to a point, said point being the point of compound curvature for the following curve; thence with a tangential curve to the left having a radius of 103.54', an arc length of 5.25', and a chord bearing and distance of S86°53'25"E 5.25' to an iron pin at the intersection of the southerly right-of-way line of Netherland Inn Road and the northerly right-of-way line of Keller Street; thence departing said iron pin and continuing with said right-of-way line of Keller Street S65°04'29"W 83.69' to an iron pin, said iron pin being corner to Tax Map 045K, Group D, Parcel 051.00 and Tax Map 045K, Group D, Parcel 052.00; thence departing said iron pin and continuing with the divisional line between the aforementioned properties N24°55'31"W 115.54' to the POINT OF BEGINNING, containing +/- 0.11 acres.

Parcel 2

BEGINNING on a magnetic nail at the intersection of the easterly right-of-way line of Barton Street and the southerly right-of-way line of Keller Street; thence departing said magnetic nail and continuing with said right-of-way line of Keller Street N65°04'29"E 187.50' to an iron pin; thence N27°10'35"W 29.70' to an iron pin in the southerly right-of-way line of Netherland Inn Road; thence departing said iron pin and continuing with said right-of-way line the following seven (7) calls: with a non-tangential curve to the left having a radius of 103.54', an arc length

Exhibit A to Donation Agreement

Site Description

of 38.67', and a chord bearing and distance of N80°33'04"E 38.45' to a point; thence N69°51'01"E 22.91' to a point; thence with a tangential curve to the right having a radius of 37.38', an arc length of 19.52', and a chord bearing and distance of N84°48'31"E 19.30' to a point; thence S80°14'00"E 7.25' to a point; thence S70°09'31"E 14.50' to a point; thence S72°34'05"E 34.25' to a point; thence with a tangential curve to the right having a radius of 77.47', an arc length of 22.53', and a chord bearing and distance of S64°14'11"E 22.45' to an iron pin at the intersection of the southerly right-of-way line of Netherland Inn Road and the southwesterly right-of-way line of Industry Drive; thence departing said iron pin and continuing with said right-of-way line of Industry Drive S41°16'18"E 577.03' to a point in the center of Reedy Creek, said point being corner to Tax Map 045K, Group D, Parcel 053.00 and Tax Map 046P, Group F, Parcel 016.90; thence departing said point and continuing with the center of Reedy Creek and the divisional line between the aforementioned properties S40°36'42"W 168.65' to a point, said point being corner to Tax Map 045K, Group D, Parcel 053.00, Tax Map 046P, Group F, Parcel 016.90, and Tax Map 046P, Group F, Parcel 017.00; thence departing the center of Reedy Creek and continuing along the boundary line of Tax Map 045K, Group D, Parcel 053.00 N28°39'18"W 38.65' to a point near the southeasterly bank of Reedy Creek, said point being corner to Tax Map 045K, Group D, Parcel 047.00 and Tax Map 045K, Group D, Parcel 053.00; thence departing said point and continuing southwesterly with the meanders of Reedy Creek and the South Fork of the Holston River (with a tie of S65°48'30"W 214.46') to a point, said point being corner to Tax Map 045K, Group D, Parcel 043.00 and Tax Map 045K, Group D, Parcel 047.00; thence departing said point and continuing southwesterly with the meanders the South Fork of the Holston River (with a tie of N80°59'43"W 108.32') to a point in the easterly right-of-way line of Barton Street; thence continuing with said right-of-way line N27°10'35"W 566.00' to the POINT OF BEGINNING, containing +/- 5.55 acres.

Exhibit A to Donation Agreement
Site Description



Description of the Work, including the Upgrades and Equipment

Kingsport Parks and Recreation provides year-round comprehensive recreation services for the regional community. Potential programs at the BlueCross HealthyPlace at Kingsport Riverwalk Park encompass a diverse range of activities, including outdoor yoga, healthy expos, homeschool PE, family fun day, pickleball, basketball, photography, outdoor movies, and birding. The proposed features of Riverwalk Park, such as the water play area, open greenspace, exercise equipment, sports courts, and playgrounds will cater to individual explorations and family activities. Moreover, the proposed Kayak launch/pier will provide access to the waterway opening up new avenues for recreational programming focused on water sports like kayaking, canoeing, stand-up paddleboarding, tubing, and fishing, as well as opportunities for environmental education. This emphasis on outdoor programming aligns with the goals outlined in the Kingsport Parks and Recreation Master Plan.



KINGSPORT HEALTHY PLACE PARK
 KINGSPORT, TENNESSEE

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “License”), entered into to be effective as of _____, 2024 (the “Effective Date”), by and between the **City of Kingsport, Tennessee a municipal corporation chartered under the laws of the State of Tennessee**, having an office at **415 Broad Street, Kingsport, Tennessee 37660** (“Licensor”) and PlayCore Wisconsin, Inc. d/b/a GameTime, with an address of 544 Chestnut Street, Chattanooga, Tennessee 37402 (“Licensee”).

W I T N E S S E T H:

1. Licensed Property. Licensor, its successors and assigns including without limitation any successor owner of the Licensed Property, as hereinafter defined, grants to Licensee, its successors and assigns, a limited, non-exclusive license for construction trucks and other traffic associated with the construction activities conducted by or on behalf of Licensee on the property, and to cross over and store construction and other material on and within the property more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Licensed Property”).

2. Duration. The term of this License shall commence on the date hereof and shall continue for a period of twelve (12) months, unless earlier terminated by Licensee or Licensor.

3. Waiver. Licensor shall have no responsibility for the care or protection of Licensee or its invitees, nor shall Licensor be liable for any damage or injury of Licensee, contractors or their property or person, whether by fire, theft, vandalism, accident, or other peril of any kind whatsoever. Licensee waives any and all claims it, or any person claiming by, through, or under Licensee, might now or in the future have against Licensor on account of any such damage.

4. Quality of Work. In all work undertaken by Licensee, such work shall be completed in a prompt, good and workmanlike manner, free of all liens (including mechanic’s liens) and encumbrances.

5. Indemnification. Licensee shall indemnify, defend, and save harmless Licensor from and against any and all costs, claims, damages, and charges, including Licensor’s reasonable attorney fees and other costs, made by any person against Licensor to the extent resulting from any negligent or willful act or omission of Licensee, its contractors, agents and employees.

6. Insurance. Licensee shall maintain in full force and effect at all times during the term of this License commercial general liability and automobile insurance with limits of not less than One Million Dollars (\$1,000,000.00), and providing coverage for personal injury and property damage arising out of the use of the Licensed Property. Licensor shall be entitled to prior notice of any cancellation of such coverage, and Licensee shall provide to Licensor at the beginning of this License a certificate reflecting that such coverage is in full force and effect. Further, Licensee shall obtain and maintain any other reasonable and commercially accepted insurance requested by Licensor incident to the operation of Licensee’s business. Failure to provide evidence of such insurance to Licensor within three (3) business days of any request therefor shall be cause for immediate termination of this License at the option of Licensor.

7. Assignment. Licensor may assign this License at any time and from time to time to any subsequent owner of the Licensed Property.

8. Non-waiver Provision. The failure of Licensor to insist upon performance of any of the terms, conditions, and covenants hereof shall not be deemed to be a waiver of any rights or remedies that

Exhibit C to the Donation Agreement
License Agreement

Licensor may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

9. Condition of Licensed Property. Licensee acknowledges that (i) Licensor has not made and does not hereby make any representations regarding the physical condition of the Licensed Property or the land or building in which they are located, and (ii) that there are no warranties, either express or implied, regarding the condition of the Licensed Property and/or the land or building in which they are located. Licensee expressly waives and releases any such warranties that may exist and hereby accepts the Licensed Property in its “as is” condition.

10. Liens. In the event any mechanic’s lien is recorded against the Licensed Property as a result of services performed or materials furnished for the use of Licensee, then Licensee agrees to cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge within twenty (20) days following such lien filing. Licensee agrees to defend, protect, indemnify and hold harmless Licensor and the Licensed Property from and against all claims relating thereto, arising out of or resulting from such lien.

11. No Leasehold. The parties agree that the interest herein created is a license and that no leasehold or other tenancy is intended to be or shall be created by this License.

12. Entire and Binding License. This License contains all of the agreements between the parties hereto as to the subject matter hereof and it may not be modified in any manner other than by an agreement in writing signed by Licensor and Licensee and expressly referring to this License. Notwithstanding any prior agreements between Licensor, Licensee or any other party, whether written or oral, and notwithstanding any future agreement between Licensor and Licensee as to the Licensed Property, this License shall be the sole agreement relating to the subject matter of this License. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Licensor, Licensee, and their respective successor and permitted assigns.

13. Authority. The persons executing this License for Licensor and Licensee, respectively, warrant and represent to the other party that they are authorized to do so and that this License is valid and binding on their respective principals according to its terms.

14. Choice of Law. This License shall be governed by and construed in accordance with the laws of the State of Tennessee

15. Counterparts. To facilitate execution, this License may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

[Signature Pages Follow(s)]

Exhibit C to the Donation Agreement
License Agreement

IN WITNESS WHEREOF, Licensor and Licensee have executed this License effective as of the Effective Date, each acknowledging receipt of an executed copy hereof

CITY OF KINGSPORT, TENNESSEE

**PLAYCORE WISCONSIN, INC. D/B/A
GAMETIME**

Patrick W. Shull
Mayor

Signature _____
Printed Name: _____
Title: _____

Date

Date

Attest:

Angela Marshall
Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III
City Attorney

LEGAL DESCRIPTION
FOR THE BOUNDARY SURVEY OF CITY OWNED PROPERTIES
SULLIVAN CO. TAX MAP 045K, GROUP D, PARCELS 43, 44, 47, 52, 52.1, 52.2, &
53

Following is a description of the outer boundary of City of Kingsport owned properties encompassing Sullivan Co. Tax Map 045K, Group D, Parcels 43, 44, 47, 52, 52.1, 52.2, & 53, to wit:

SITUATED in the 12th Civil District of Sullivan County, Tennessee, being all or a portion of Sullivan County Tax Map 045K, Group D, Parcels 43, 44, 47, 52, 52.1, 52.2, & 53 as shown on a sketch by Bryan S. Dean, Registered Land Surveyor Tennessee No. 2977 titled "BOUNDARY SURVEY OF CITY OWNED PROPERTIES" DATE: 8-30-2022, SCALE: 1"= 50', and on file as such in the Office of the City Engineer, 130 Shelby Street, Kingsport, TN 37660.

Parcel 1

BEGINNING on an iron pin in the southerly right-of-way line of Netherland Inn Road, said iron pin being corner to Tax Map 045K, Group D, Parcel 051.00 and Tax Map 045K, Group D, Parcel 052.00; thence departing said iron pin and continuing with said right-of-way line the following six (6) calls: S77°22'36"E 9.22' to a point; thence with a tangential curve to the right having a radius of 116.90', an arc length of 75.16', and a chord bearing and distance of S58°57'28"E 73.87' to a point; thence S40°32'21"E 4.60' to a point; thence S46°30'15"E 16.35' to a point; thence with a tangential curve to the left having a radius of 52.91', an arc length of 35.95', and a chord bearing and distance of S65°58'17"E 35.26' to a point, said point being the point of compound curvature for the following curve; thence with a tangential curve to the left having a radius of 103.54', an arc length of 5.25', and a chord bearing and distance of S86°53'25"E 5.25' to an iron pin at the intersection of the southerly right-of-way line of Netherland Inn Road and the northerly right-of-way line of Keller Street; thence departing said iron pin and continuing with said right-of-way line of Keller Street S65°04'29"W 83.69' to an iron pin, said iron pin being corner to Tax Map 045K, Group D, Parcel 051.00 and Tax Map 045K, Group D, Parcel 052.00; thence departing said iron pin and continuing with the divisional line between the aforementioned properties N24°55'31"W 115.54' to the POINT OF BEGINNING, containing +/- 0.11 acres.

Parcel 2

BEGINNING on a magnetic nail at the intersection of the easterly right-of-way line of Barton Street and the southerly right-of-way line of Keller Street; thence departing said magnetic nail and continuing with said right-of-way line of Keller Street N65°04'29"E 187.50' to an iron pin; thence N27°10'35"W 29.70' to an iron pin in the southerly right-of-way line of Netherland Inn Road; thence departing said iron pin and continuing with said right-of-way line the following seven (7) calls: with a non-tangential curve to the left having a radius of 103.54', an arc length

Exhibit A to the License Agreement

Site Description

of 38.67', and a chord bearing and distance of N80°33'04"E 38.45' to a point; thence N69°51'01"E 22.91' to a point; thence with a tangential curve to the right having a radius of 37.38', an arc length of 19.52', and a chord bearing and distance of N84°48'31"E 19.30' to a point; thence S80°14'00"E 7.25' to a point; thence S70°09'31"E 14.50' to a point; thence S72°34'05"E 34.25' to a point; thence with a tangential curve to the right having a radius of 77.47', an arc length of 22.53', and a chord bearing and distance of S64°14'11"E 22.45' to an iron pin at the intersection of the southerly right-of-way line of Netherland Inn Road and the southwesterly right-of-way line of Industry Drive; thence departing said iron pin and continuing with said right-of-way line of Industry Drive S41°16'18"E 577.03' to a point in the center of Reedy Creek, said point being corner to Tax Map 045K, Group D, Parcel 053.00 and Tax Map 046P, Group F, Parcel 016.90; thence departing said point and continuing with the center of Reedy Creek and the divisional line between the aforementioned properties S40°36'42"W 168.65' to a point, said point being corner to Tax Map 045K, Group D, Parcel 053.00, Tax Map 046P, Group F, Parcel 016.90, and Tax Map 046P, Group F, Parcel 017.00; thence departing the center of Reedy Creek and continuing along the boundary line of Tax Map 045K, Group D, Parcel 053.00 N28°39'18"W 38.65' to a point near the southeasterly bank of Reedy Creek, said point being corner to Tax Map 045K, Group D, Parcel 047.00 and Tax Map 045K, Group D, Parcel 053.00; thence departing said point and continuing southwesterly with the meanders of Reedy Creek and the South Fork of the Holston River (with a tie of S65°48'30"W 214.46') to a point, said point being corner to Tax Map 045K, Group D, Parcel 043.00 and Tax Map 045K, Group D, Parcel 047.00; thence departing said point and continuing southwesterly with the meanders the South Fork of the Holston River (with a tie of N80°59'43"W 108.32') to a point in the easterly right-of-way line of Barton Street; thence continuing with said right-of-way line N27°10'35"W 566.00' to the POINT OF BEGINNING, containing +/- 5.55 acres.

Exhibit A to the License Agreement
Site Description



4831-8782-2066.2

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (this “**Agreement**”), effective as of _____, 2024 (the “**Donation Date**”), is by and between **City of Kingsport, Tennessee a municipal corporation chartered under the laws of the State of Tennessee (“Donee”)** and the BlueCross BlueShield of Tennessee Foundation, a Tennessee nonprofit corporation (“**Donor**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Donation Agreement, effective _____, 2024 (the “**Donation Agreement**”), by and between Donor and Donee.

RECITALS

WHEREAS, pursuant to the Donation Agreement and subject to the terms and conditions set forth herein, Donor agrees to donate and transfer all of Donor’s rights, title, and interest in and to the Donated Property, as set forth on **Exhibit A**, to Donee, and Donee agrees to accept the Donated Property from Donor; and

WHEREAS, the parties mutually desire to execute and deliver this Agreement to evidence the donation and transfer of the Donated Property so as to vest more fully in Donee all of Donor’s right, title and interest in, to and under the Donated Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Transfer. Effective as of the Donation Date, in accordance with the Donation Agreement and this Agreement, Donor hereby donates, assigns, transfers, conveys and delivers to Donee, and Donee accepts from Donor, all of Donor’s right, title and interest in, to and under the Donated Property (collectively, the “**Transfer**”).

2. Restrictions on Donation. For a period beginning on the Donation Date and ending on the expiration or termination of the Donation Agreement, as provided therein, Donee covenants and agrees that Donee shall not transfer the Donated Property or any of its ownership or other interests in the Premises to any third party, without the prior written consent of Donor.

3. Remedies. The parties’ remedies with respect to any and all losses that arise under, relate to and/or result from any breaches of this Agreement shall be as set forth in the Donation Agreement.

TO THE EXTENT PERMITTED BY STATE LAW, INCLUDING BUT NOT LIMITED TO THE LIMITATION OF WARRANTIES APPLICABLE TO POLITICAL SUBDIVISIONS EXCEPT AS EXPRESSLY SET FORTH IN THE DONATION AGREEMENT OR THIS AGREEMENT, DONOR MAKES OR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE DONATED PROPERTY, INCLUDING ANY WARRANTY AS TO CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE DONATED

PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THAT THE DONATED PROPERTY IS IN "AS IS, WHERE IS" CONDITION AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE.

TO THE EXTENT PERMITTED BY STATE LAW INCLUDING BUT NOT LIMITED TO THE APPLICABILITY OF LIMITATIONS OF LIABILITY OR INDEMNITY BY POLITICAL SUBDIVISIONS AND THE LIMITATIONS OF LIABILITY CREATED UNDER THE TENNESSEE GOVERNMENTAL TORT LIABILITY ACT (Tenn. Code Ann. § 29-20-101, et seq.) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES, WHETHER DIRECT, SPECIAL, CONSEQUENTIAL OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY, PERSONAL INJURY, LOSS OF PROFITS OR ANTICIPATED PROFITS OR LOSS OF PRODUCT USE, ARISING OUT OF OR RELATED TO THE DONATED PROPERTY, THE USE OF THE DONATED PROPERTY OR AS A RESULT OF THIS AGREEMENT.

4. Donation Agreement Override. This Agreement is expressly made pursuant to, and subject to the terms and conditions set forth in, the Donation Agreement. Nothing set forth in this Agreement is intended to supersede, modify, limit, expand and/or otherwise affect in any manner the terms, conditions, provisions, representations, warranties, covenants and other agreements set forth in the Donation Agreement, and such terms, conditions, provisions, representations, warranties, covenants and other agreements shall remain in full force and effect in accordance with the terms of the Donation Agreement. If any conflict exists between this Agreement and the Donation Agreement, the Donation Agreement shall govern and control in all respects.

5. Further Assurances. Following the Transfer, each of the parties shall, and shall cause their respective affiliates to, take all appropriate action and execute and deliver all additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably necessary or advisable to carry out any of the provisions hereof and give effect to the transactions contemplated hereby.

6. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

7. Miscellaneous. Section 8 of the Donation Agreement entitled "General Provisions" is hereby incorporated, by reference as if such Section 8 was set forth in full in this Agreement.

[Signature Page(s) Follow(s)]

Exhibit D to the Donation Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CITY OF KINGSPORT, TENNESSEE

**BLUECROSS BLUESHIELD OF
TENNESSEE FOUNDATION**

Patrick W. Shull
Mayor

Dalya Qualls White
Executive Director, Tennessee Health Foundation

Date

Date

Attest:

Angela Marshall
Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III
City Attorney

Exhibit A to the Transfer Agreement
Donated Property

To be supplied at the time of project completion

Exhibit E

Premises Description/Depiction

**LEGAL DESCRIPTION
FOR THE BOUNDARY SURVEY OF CITY OWNED PROPERTIES
SULLIVAN CO. TAX MAP 045K, GROUP D, PARCELS 43, 44, 47, 52, 52.1, 52.2, &
53**

Following is a description of the outer boundary of City of Kingsport owned properties encompassing Sullivan Co. Tax Map 045K, Group D, Parcels 43, 44, 47, 52, 52.1, 52.2, & 53, to wit:

SITUATED in the 12th Civil District of Sullivan County, Tennessee, being all or a portion of Sullivan County Tax Map 045K, Group D, Parcels 43, 44, 47, 52, 52.1, 52.2, & 53 as shown on a sketch by Bryan S. Dean, Registered Land Surveyor Tennessee No. 2977 titled "BOUNDARY SURVEY OF CITY OWNED PROPERTIES" DATE: 8-30-2022, SCALE: 1"= 50', and on file as such in the Office of the City Engineer, 130 Shelby Street, Kingsport, TN 37660.

Parcel 1

BEGINNING on an iron pin in the southerly right-of-way line of Netherland Inn Road, said iron pin being corner to Tax Map 045K, Group D, Parcel 051.00 and Tax Map 045K, Group D, Parcel 052.00; thence departing said iron pin and continuing with said right-of-way line the following six (6) calls: S77°22'36"E 9.22' to a point; thence with a tangential curve to the right having a radius of 116.90', an arc length of 75.16', and a chord bearing and distance of S58°57'28"E 73.87' to a point; thence S40°32'21"E 4.60' to a point; thence S46°30'15"E 16.35' to a point; thence with a tangential curve to the left having a radius of 52.91', an arc length of 35.95', and a chord bearing and distance of S65°58'17"E 35.26' to a point, said point being the point of compound curvature for the following curve; thence with a tangential curve to the left having a radius of 103.54', an arc length of 5.25', and a chord bearing and distance of S86°53'25"E 5.25' to an iron pin at the intersection of the southerly right-of-way line of Netherland Inn Road and the northerly right-of-way line of Keller Street; thence departing said iron pin and continuing with said right-of-way line of Keller Street S65°04'29"W 83.69' to an iron pin, said iron pin being corner to Tax Map 045K, Group D, Parcel 051.00 and Tax Map 045K, Group D, Parcel 052.00; thence departing said iron pin and continuing with the divisional line between the aforementioned properties N24°55'31"W 115.54' to the POINT OF BEGINNING, containing +/- 0.11 acres.

Parcel 2

BEGINNING on a magnetic nail at the intersection of the easterly right-of-way line of Barton Street and the southerly right-of-way line of Keller Street; thence departing said magnetic nail and continuing with said right-of-way line of Keller Street N65°04'29"E 187.50' to an iron pin; thence N27°10'35"W 29.70' to an iron pin in the southerly right-of-way line of Netherland Inn Road; thence departing said iron pin and continuing with said right-of-way line the following

Exhibit E

Premises Description/Depiction

seven (7) calls: with a non-tangential curve to the left having a radius of 103.54', an arc length of 38.67', and a chord bearing and distance of N80°33'04"E 38.45' to a point; thence N69°51'01"E 22.91' to a point; thence with a tangential curve to the right having a radius of 37.38', an arc length of 19.52', and a chord bearing and distance of N84°48'31"E 19.30' to a point; thence S80°14'00"E 7.25' to a point; thence S70°09'31"E 14.50' to a point; thence S72°34'05"E 34.25' to a point; thence with a tangential curve to the right having a radius of 77.47', an arc length of 22.53', and a chord bearing and distance of S64°14'11"E 22.45' to an iron pin at the intersection of the southerly right-of-way line of Netherland Inn Road and the southwesterly right-of-way line of Industry Drive; thence departing said iron pin and continuing with said right-of-way line of Industry Drive S41°16'18"E 577.03' to a point in the center of Reedy Creek, said point being corner to Tax Map 045K, Group D, Parcel 053.00 and Tax Map 046P, Group F, Parcel 016.90; thence departing said point and continuing with the center of Reedy Creek and the divisional line between the aforementioned properties S40°36'42"W 168.65' to a point, said point being corner to Tax Map 045K, Group D, Parcel 053.00, Tax Map 046P, Group F, Parcel 016.90, and Tax Map 046P, Group F, Parcel 017.00; thence departing the center of Reedy Creek and continuing along the boundary line of Tax Map 045K, Group D, Parcel 053.00 N28°39'18"W 38.65' to a point near the southeasterly bank of Reedy Creek, said point being corner to Tax Map 045K, Group D, Parcel 047.00 and Tax Map 045K, Group D, Parcel 053.00; thence departing said point and continuing southwesterly with the meanders of Reedy Creek and the South Fork of the Holston River (with a tie of S65°48'30"W 214.46') to a point, said point being corner to Tax Map 045K, Group D, Parcel 043.00 and Tax Map 045K, Group D, Parcel 047.00; thence departing said point and continuing southwesterly with the meanders the South Fork of the Holston River (with a tie of N80°59'43"W 108.32') to a point in the easterly right-of-way line of Barton Street; thence continuing with said right-of-way line N27°10'35"W 566.00' to the POINT OF BEGINNING, containing +/- 5.55 acres.

Exhibit E
Premises Description/Depiction





- PROPOSED FEATURES:**
- ① NEW PARKING AREA (+/- 36 SPACES)
 - ② FULL COURT BASKETBALL
 - ③ (3) PICKLEBALL COURTS
 - ④ SHELTER w/ RESTROOM
 - ⑤ EXPANDED PARKING AREA (+/- 21 SPACES)
 - ⑥ EXISTING PARKING LOT (+/- 15 SPACES)
 - ⑦ CANOE / KAYAK DROP OFF
 - ⑧ CANOE / KAYAK RACK w/ ACCESS TRAIL
 - ⑨ CANOE / KAYAK LAUNCH w/ ACCESSIBLE RAMP
 - ⑩ EXISTING SHELTER & FITNESS EQUIP.
 - ⑪ SHELTER (34' x 20')
 - ⑫ FEATURE PLAY AREA
 - ⑬ HOLSTON RIVER ADVENTURE TRAIL
 - ⑭ OPEN LAWN
 - ⑮ SCULPTURE
 - ⑯ ENTRY FEATURE WALL
 - ⑰ PICKLEBALL SHELTER
 - ⑱ GRAVEL PLAZA w/ CANTILEVER LIGHTING
 - ⑲ SHELTER (20' x 20')
 - ⑳ PLAY POCKETS
 - ㉑ GENERAL SITE LIGHTING

BlueCross Healthy Place at Kingsport Riverwalk
Kingsport, TN

Item X13.



AGENDA ACTION FORM

Consideration of a Resolution for Acceptance of Weigel Foundation Gift

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

Action Form No.: AF-49-2024
Work Session: February 19, 2024
First Reading: N/A

Final Adoption: February 20, 2024
Staff Work By: Asst Chief Terry Arnold
Presentation By: Fire Chief Scott Boyd

Recommendation:
Approve the Resolution

Executive Summary:
Weigel Foundation made a donation to the Kingsport Fire Department in the amount of \$1000.00. The Kingsport Fire Department will use these funds for needs designated by Chief Boyd. It has been determined we will purchase smoke detectors.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM THE
WEIGEL FOUNDATION TO THE KINGSPORT FIRE
DEPARTMENT

WHEREAS, the Weigel Foundation would like to make a donation to the Kingsport Fire Department in the amount of \$1,000.00; and

WHEREAS, at this time the fire department has determined the purchase of smoke detectors to be the best use though other needs may be identified by the Fire Chief.

Now therefore,

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

SECTION I. That the donation to the city from Weigel Foundation to the Kingsport Fire Department in the amount of \$1,000.00, 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 20th day of February, 2024.

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 a Resolution Authorizing the Mayor to Execute all Documents Necessary to Apply for and Accept an American Rescue Plan (ARP) grant from the Federal Transit Administration and U.S. Department of Transportation

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

Action Form No.: AF-53-2024
Work Session: February 19, 2024
First Reading: N/A
Final Adoption: February 20, 2024
Staff Work By: Candace Sherer
Presentation By: Candace Sherer

Recommendation:
Approve the Resolution

Executive Summary:
The Tennessee Department of Transportation (TDOT) has allocated \$496,995 of American Rescue Plan (ARP) funding from the Federal Transit Administration (FTA) to the Kingsport Area Transit Service (KATS). This grant funding will be used for public transit operation and capital expenditures that support public transit and ADA/handicapped transportation services. The ARP grant is 100% Federal funding and does not require a state or local match.

Attachments:
1. Resolution
2. Allocation Letter

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN AMERICAN RESCUE PLAN GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WHEREAS, the Tennessee Department of Transportation has allocated to the Kingsport Area Transit Service (KATS), American Rescue Plan (ARP) grant funding from the Federal Transit Administration (FTA) in the amount of \$496,995.00; and

WHEREAS, grant funding will be used for public transit operation and capital expenditures that support public transit and ADA/handicapped transportation services; and

WHEREAS, this grant is 100% federally funded with no local match required.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive American Rescue Plan (ARP) grant funding from the Federal Transit Administration (FTA) in the amount of \$496,995.00.

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 20th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES**
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2781

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

May 17, 2021

RE: FTA Section 5307 American Rescue Plan Act Program Allocation

Dear Direct Recipients:

The Tennessee Department of Transportation (TDOT) is announcing the full funding allocations for the American Rescue Plan (ARP) Act passed by Congress and enacted on March 11, 2021. The legislation provided \$30.5 billion in relief for public transit agencies across the United States, including \$5,698,615 to the Tennessee Section 5307 Small Urban Program, to prevent, prepare for, and respond to the COVID-19 pandemic.

Allocations were determined using the FFY2021 TDOT 5307 Allocation Formula. TDOT is issuing this allocation letter to enable Tennessee’s small urban transit agencies to apply directly to the Federal Transit Administration (FTA) for 5307 ARP Act funds.

The table below shows the funds allocated to each Direct Recipient:

FTA Section 5307 ARP Act Allocation

UZA	Direct Recipient	ARP Act Allocation
Bristol	Bristol Tennessee Transit	\$229,615
	First Tennessee HRA	\$38,442
Clarksville	Clarksville Transit System	\$1,305,786
Cleveland	Cleveland Urban Area Transit System	\$457,789
Jackson	Jackson Transit Authority	\$793,628
Johnson City	Johnson City Transit	\$1,108,611
	First Tennessee HRA	\$92,236
Kingsport	Kingsport Area Transit Service	\$496,995
	First Tennessee HRA	\$87,417
Morristown	Morristown- ETHRA	\$251,639
Murfreesboro	Murfreesboro Rover Transit	\$836,456
TOTAL		\$5,698,615

ARP Act funds must be obligated by September 30, 2024. The legislation also stipulates that obligated funds must be disbursed by September 30, 2029. TDOT strongly encourages Small Urban 5307 recipients to obligate these funds expeditiously and to maintain essential, safe public transportation services during and after the COVID-19 pandemic with this relief. TDOT will continue to work with agencies to assess ongoing needs and communicate federal safety protocols.

Tennessee 5307 funds provide high demand public transit service and TDOT wants to ensure that funds are used in Tennessee and that funds discarded Item XI5. the FTA are minimized. Direct Recipients must

receive TDOT approval prior to deobligating funds in their active 5307 grants. In the event that funds are deobligated by a direct recipient without TDOT written approval, funds may be deducted from that agency's future 5307 allocations.

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5307 to the Direct Recipient(s) named herein. The undersigned agrees to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the FTA to receive Section 5307 funds and assumes the responsibilities associated with award for these funds.

If you have questions, please contact Kaitlyn McClanahan, Transit Manager, at kaitlyn.mcclanahan@tn.gov or by phone at (615) 532-5835.

Best regards,

Daniel Pallme

Dan Pallme
Interim Director
Multimodal Division

cc: Dr. Yvette Taylor, FTA Region IV Administrator
Clay Bright, Commissioner
Preston Elliot, TDOT Bureau Chief
Robert Buckley, FTA Region IV Director of Finance & Program Oversight
Yvetho Merisme, FTA Region IV Program Analyst
Larry Sanborn, Multimodal Assistant Director
Kaitlyn McClanahan, Transit Manager
Jason Spain, TPTA Executive Director
Mike Patterson, TPTA President



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5307 Capital Grant from FTA for Transit Vehicles from the U.S. Department of Transportation

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

Action Form No.: AF-54-2024
 Work Session: February 19, 2024
 First Reading: N/A
 Final Adoption: February 20, 2024
 Staff Work By: Candace Sherer
 Presentation By: Candace Sherer

Recommendation:
 Approve the Resolution

Executive Summary:
 The Kingsport Area Transit Service (KATS) receives Federal and State funding for capital activities. KATS will utilize the Federal Transit Administration’s (FTA) Section 5307 funding source to replace three ADA accessible transit buses and two staff vehicles. FTA will match up to 85% of the ADA accessible bus purchases and up to 80% of the staff vehicle purchases (considered non-revenue vehicles). Funding to fulfill the local match was allotted in the City of Kingsport FY 24 budget.

FTA Section 5307 Capital	Local	State	Federal	Total
3 - Bus Replacements (85%) Federal; (7.5%) Local; (7.5%) State	\$61,025	\$61,025	\$518,708	\$640,758
2 - Staff Vehicle Replacements (80%) Federal; (10%) Local; (10%) State	\$10,000	\$10,000	\$80,000	\$100,000
Grand Total	\$71,025	\$71,025	\$598,708	\$740,758

Attachments:
 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SECTION 5307 CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATIONS FOR TRANSIT VEHICLES FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WHEREAS, the city, through the Kingsport Area Transit Service (KATS), would like to apply for a Federal Transit Administration (FTA) Section 5307 Capital Grant to fund the replacement of three ADA accessible transit buses and two staff vehicles; and

WHEREAS, the FTA will match up to 85% of the ADA accessible bus purchases and up to 80% of the staff vehicle purchases (considered non-revenue vehicles); and

WHEREAS, the grant is in the total amount of \$740,758.00, and requires \$71,025.00 in local match, and the funding to fulfill the local match was allotted in the city's FY 24 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 Federal Transit Administration's (FTA) Section 5307 funds to replace three buses and two staff vehicles, in the amount of \$740,758.00, and requires \$71,025.00 in local match.

SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 20th day of February, 2024.

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 a Resolution Awarding the Sole Bid for City Owned Surplus Real Property Located at 2004 Louita Avenue

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

Action Form No.: AF-58-2024
Work Session: February 19, 2024
First Reading: N/A
Final Adoption: February 20, 2024
Staff Work By: Angie Marshall
Presentation By: Lisa Winkle

Recommendation:

Approve the Resolution.

Executive Summary:

This resolution will award the sole bid for the purchase of city owned surplus property located at 2004 Louita Avenue, being more particularly described as Tax I.D. No: Control Map 029N, Group D, Parcel 026.00.

Prior to the publication of the invitation for bids, the Planning Commission voted to recommend declaring the parcel as surplus since no city department stated a need to retain it. The City Recorder has declared the parcel as surplus property.

The Louita Avenue property was purchased in 1979 for \$923.21. The current tax appraisal is \$0. On 12/30/23 an ad was placed in the Kingsport Times News requesting sealed bids for anyone interested in purchasing the parcel with a deadline of 1/30/24 at 3:00 pm.

BID RECEIVED FOR 2004 Louita Avenue - \$3000 bid from Travis Guinn

Pursuant to Kingsport Code of Ordinances Section 2-570, the City Recorder hereby recommends the board award the sole bid submitted by Travis Guinn.

Attachments:

- 1. Resolution
- 2. Maps
- 3. Bid opening minutes

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SALE OF SURPLUS REAL PROPERTY LOCATED AT 2004 LOUITA AVENUE 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, the property at 2004 Louita Avenue, being more particularly described as Tax I.D. No: Control Map 029N, Group D, Parcel 026.00 upon recommendation by the Planning Commission was deemed surplus by the City Recorder and an invitation for sealed bids was published in the Kingsport Times News on December 30,2023; and

WHEREAS, the property was purchased in 1979 for \$923.21 and the current tax appraisal is \$0.00; and

WHEREAS, bids were opened on January 30, 2024, only one bid was received; and

WHEREAS, upon review of the bid, it is recommended to accept the sole bid of Travis Guinn in the amount of \$3,000.00.

Now therefore,

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

SECTION I. That the bid for the property located at 2004 Louita Avenue, being more particularly described as Tax I.D. No: Control 029N, Group D, Parcel 026.00, of Travis Guinn in the amount of \$3,000.00 is accepted.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a Purchase Agreement with Travis Guinn for the sale of the real property located at 2004 Louita Avenue, in the amount of \$3,000.00, and upon closing the conveyance of the property will be by quitclaim deed, without warranty.

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

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

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

ADOPTED this the 20th day of February, 2024.

PATRICK W. SHULL, MAYOR

Item X17.

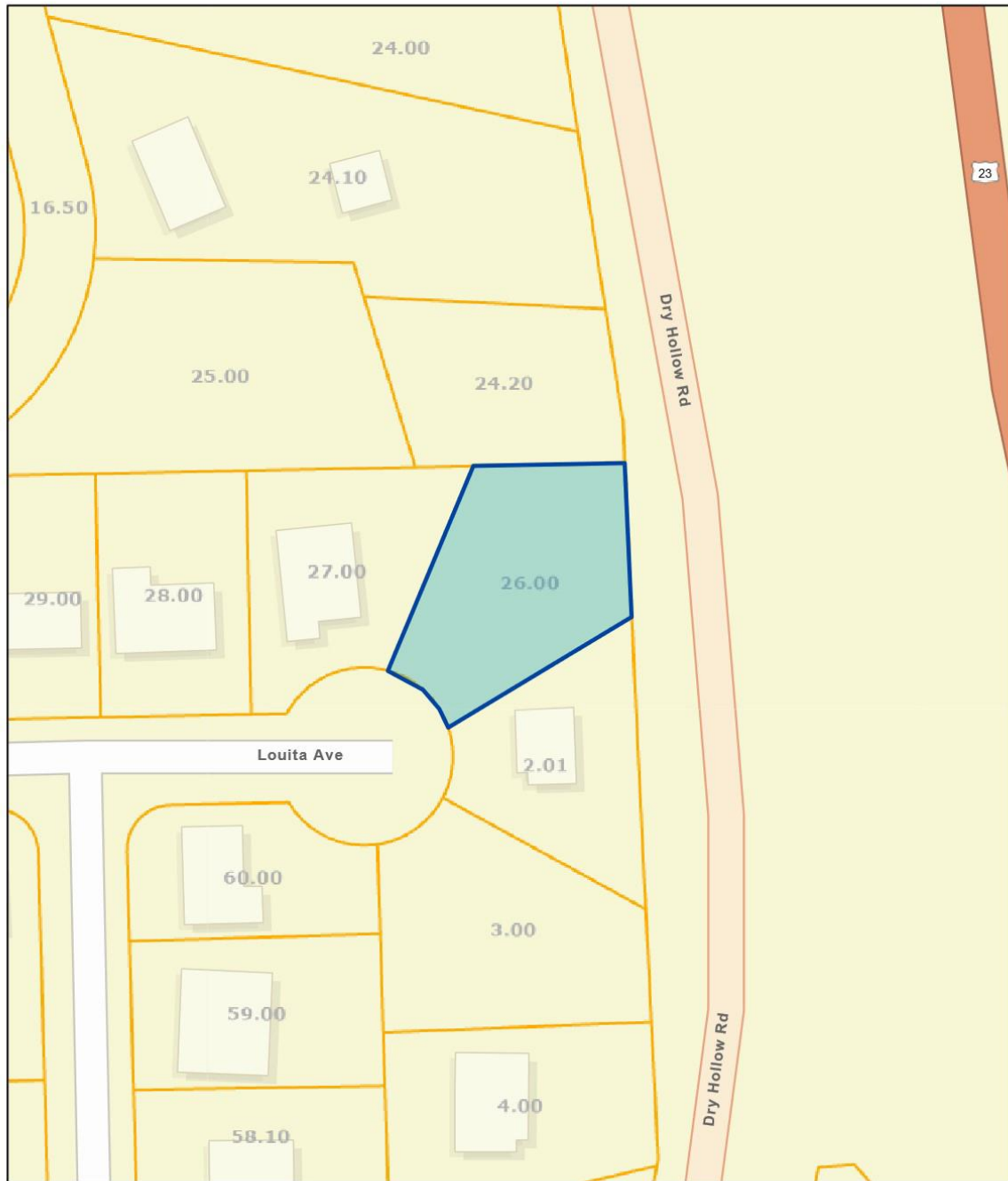
ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

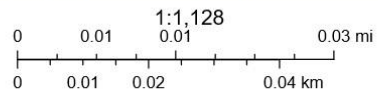
RODNEY B. ROWLETT, III, CITY ATTORNEY

Sullivan County - Parcel: 029N D 026.00



Date: November 29, 2023

County: Sullivan
Owner: KINGSPORT CITY OF
Address: LOUITA AVE 2004
Parcel Number: 029N D 026.00
Deeded Acreage: 0
Calculated Acreage: 0.31
Date of TDOT Imagery: 2019
Date of Vexcel Imagery: 2023

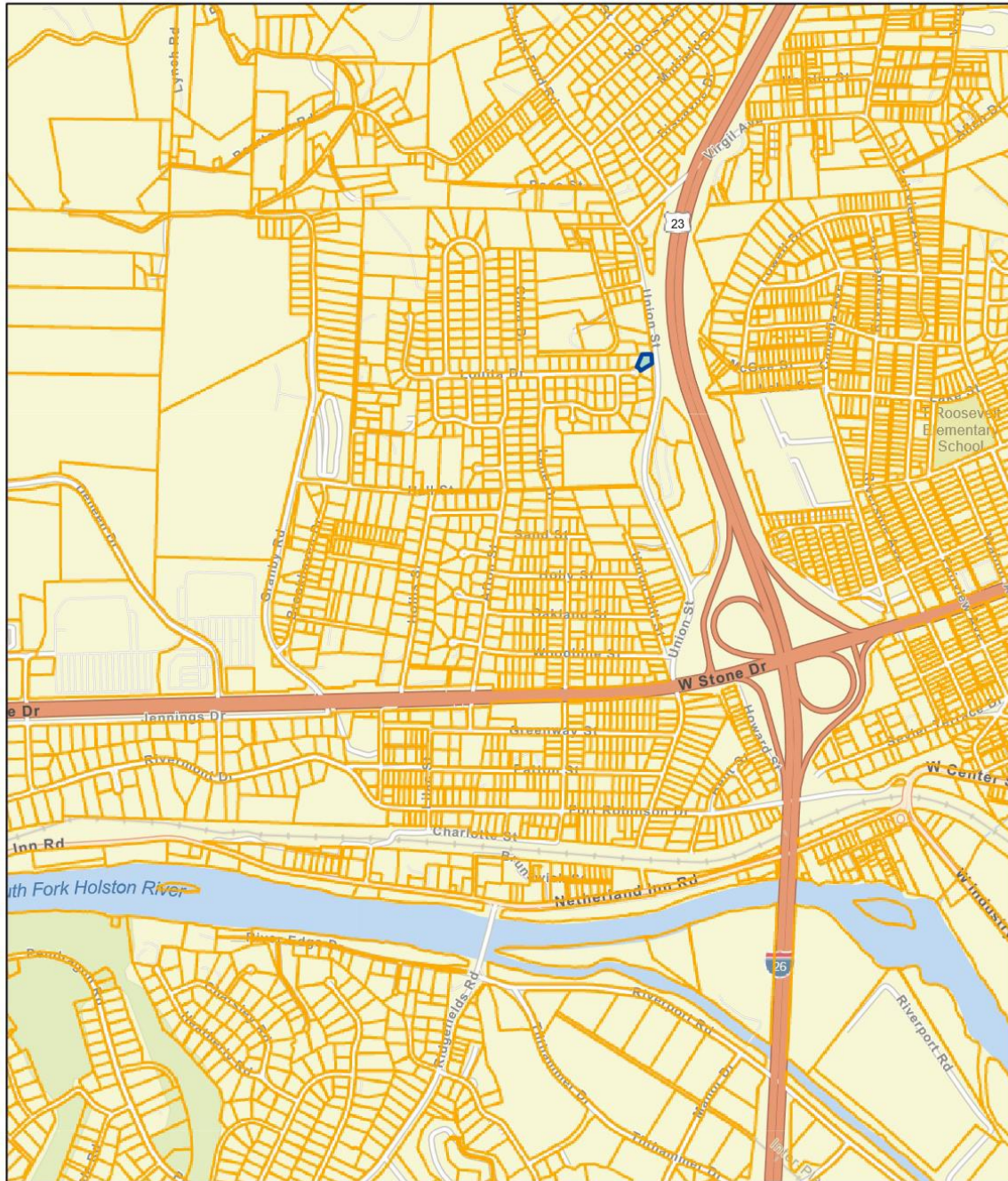


Esri Community Maps Contributors, Tennessee STS GIS, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Tennessee, Comptroller of the Treasury

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

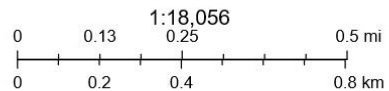
Item X17.

Sullivan County - Parcel: 029N D 026.00



Date: February 9, 2024

County: Sullivan
Owner: KINGSPORT CITY OF
Address: LOUITA AVE 2004
Parcel Number: 029N D 026.00
Deeded Acreage: 0
Calculated Acreage: 0.31
Date of TDOT Imagery: 2019
Date of Vexcel Imagery: 2023



Esri Community Maps Contributors, VGIN, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, State of Tennessee, Comptroller of the Treasury

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Item X17.

Bid Opening Minutes for Surplus Properties
City Hall, 415 Broad Street, Room 226

1/30/24 at 4:00 p.m.

Present: Bart Rowlett, Lisa Winkle, Jessica Harmon Angie Marshall, Ruth Jobe, Aaron Rose, Jim Hale

ADDRESS	BIDDER	BID AMOUNT (Deposit amount)	
2004 LOUITA AVENUE	1. Travis Guinn	\$3,000.00	(\$300.00)
721 FAIRVIEW AVENUE	1. Aaron Rose	\$12,600.00	(\$1,260.00)
	2. James Hale	\$1,100.00	(\$110.00)
185 ROCK SPRINGS ROAD	1. Aaron Rose	\$2,600.00	(\$260.00)
	2. Ronnie and Ruth Jobe	\$1,057.00	(\$106.00)



AGENDA ACTION FORM

Consideration of a Resolution Awarding the High Bid for City Owned Surplus Real Property Located at 185 Rock Springs Road

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

Action Form No.: AF-60-2024
Work Session: February 19, 2024
First Reading: N/A
Final Adoption: February 20, 2024
Staff Work By: Angie Marshall
Presentation By: Lisa Winkle

Recommendation:

Approve the Resolution.

Executive Summary:

This resolution will award the high bid for the purchase of city owned surplus property located at 185 Rock Springs Road, being more particularly described as Tax I.D. No: Control Map 077, Parcel 045.01

Prior to the publication of the invitation for bids, the Planning Commission voted to recommend declaring the parcel as surplus since no city department stated a need to retain it. The City Recorder has declared the parcel as surplus property.

The Rock Springs Road property was purchased in 1976 for \$1,000. The current tax appraisal is \$0.

On 12/30/23 an ad was placed in the Kingsport Times News requesting sealed bids for anyone interested in purchasing the parcel with a deadline of 1/30/24 at 3:00 pm. The following bids were received.

FOR: 185 Rock Springs Road - \$2,600 bid from Aaron Rose
185 Rock Springs Road - \$1,057 bid from Ronnie and Ruth Jobe

Pursuant to Kingsport Code of Ordinances Section 2-570, the City Recorder hereby recommends the board award the high bid submitted by Aaron Rose for this property.

Attachments:

- 1. Resolution
- 2. Maps
- 3. Bid opening minutes

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

Item X18.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SALE OF SURPLUS REAL PROPERTY LOCATED AT 185 ROCK SPRINGS ROAD AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

WHEREAS, the city currently owns property at 185 Rock Springs Road, being more particularly described as Tax I.D. No: Control Map 077, Parcel 045.01 which upon recommendation by the Planning Commission was deemed surplus by the City Recorder and an invitation for sealed bids was published in the Kingsport Times News on December 30,2023; and

WHEREAS, the property was purchased in 1976 for \$1,000.00 and the current tax appraisal is \$0; and

WHEREAS, the bids were opened on January 30, 2024, for which a bid of \$2,600 and a bid of \$1,057 were received; and

WHEREAS, upon review of the bids, it is recommended to accept the high bid of Aaron Rose in the amount of \$2,600.00.

Now therefore,

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

SECTION I. That the bid for the property located at 185 Rock Springs Road, being more particularly described as Tax I.D. No: Control Map 077, Parcel 045.01, of Aaron Rose in the amount of \$2,600.00 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a Purchase Agreement with Aaron Rose for the sale of the real property located at 185 Rock Springs Road, in the amount of \$2,600.00, and upon closing the conveyance of the property will be by quitclaim deed, without warranty.

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

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

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

ADOPTED this the 20th day of February, 2024.

PATRICK W. SHULL, MAYOR

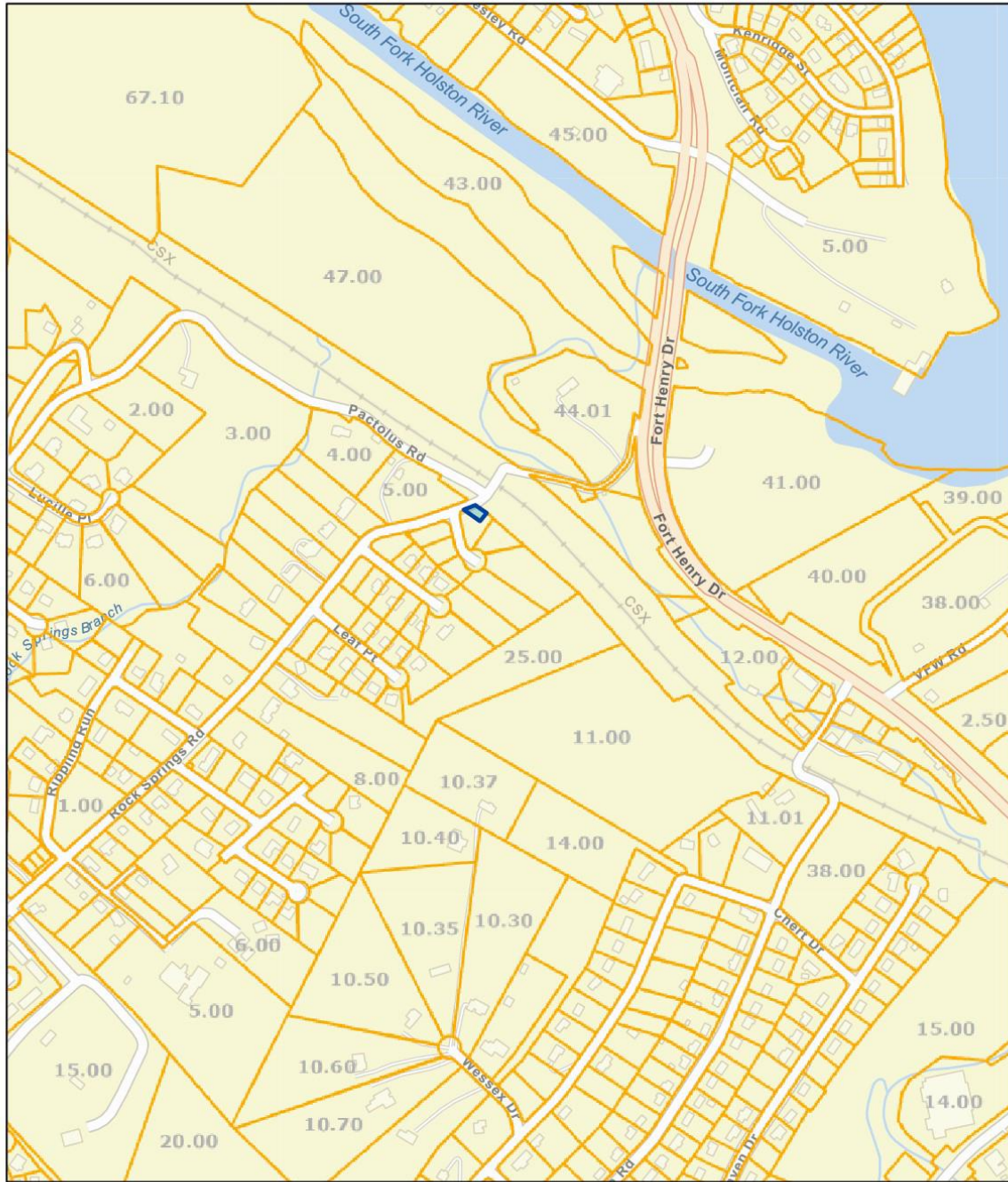
ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

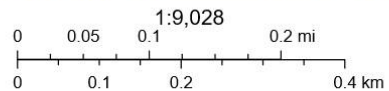
RODNEY B. ROWLETT, III, CITY ATTORNEY

Sullivan County - Parcel: 077 045.01



Date: February 9, 2024

County: Sullivan
 Owner: KINGSPORT CITY OF
 Address: ROCK SPRINGS RD 185
 Parcel Number: 077 045.01
 Deeded Acreage: 0
 Calculated Acreage: 0
 Date of TDOT Imagery: 2019
 Date of Vexcel Imagery: 2023

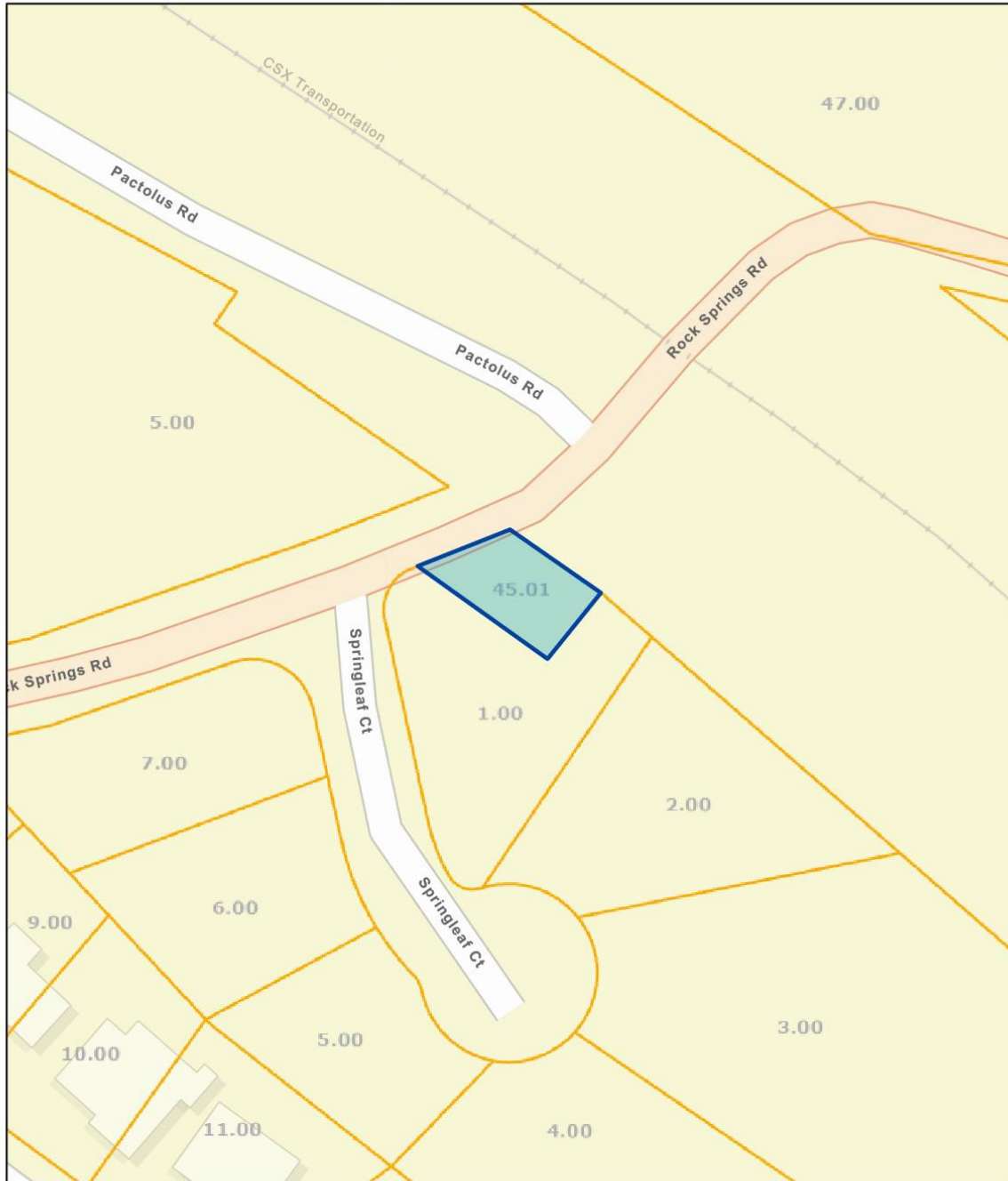


Esri Community Maps Contributors, Tennessee STS GIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, State of Tennessee, Comptroller of the Treasury

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

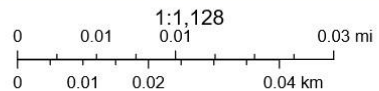
Item X18.

Sullivan County - Parcel: 077 045.01



Date: November 29, 2023

County: Sullivan
Owner: KINGSPORT CITY OF
Address: ROCK SPRINGS RD 185
Parcel Number: 077 045.01
Deeded Acreage: 0
Calculated Acreage: 0
Date of TDOT Imagery: 2019
Date of Vexcel Imagery: 2023



Esri Community Maps Contributors, Tennessee STS GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Tennessee, Comptroller of the Treasury

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Item X18.

Bid Opening Minutes for Surplus Properties
City Hall, 415 Broad Street, Room 226

1/30/24 at 4:00 p.m.

Present: Bart Rowlett, Lisa Winkle, Jessica Harmon Angie Marshall, Ruth Jobe, Aaron Rose, Jim Hale

ADDRESS	BIDDER	BID AMOUNT (Deposit amount)	
2004 LOUITA AVENUE	1. Travis Guinn	\$3,000.00	(\$300.00)
721 FAIRVIEW AVENUE	1. Aaron Rose	\$12,600.00	(\$1,260.00)
	2. James Hale	\$1,100.00	(\$110.00)
185 ROCK SPRINGS ROAD	1. Aaron Rose	\$2,600.00	(\$260.00)
	2. Ronnie and Ruth Jobe	\$1,057.00	(\$106.00)



AGENDA ACTION FORM

Consideration of a Resolution Awarding the High Bid for City Owned Surplus Real Property Located at 721 Fairview Avenue

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

Action Form No.: AF-59-2024
Work Session: February 19, 2024
First Reading: N/A
Final Adoption: February 20, 2024
Staff Work By: Angie Marshall
Presentation By: Lisa Winkle

Recommendation:

Approve the Resolution

Executive Summary:

This resolution will award the high bid for the purchase of city owned surplus property located at 721 Fairview Avenue, being more particularly described as Tax I.D. No: Control Map 045E, Group C, Parcel 027.00

Prior to the publication of the invitation for bids, the Planning Commission voted to recommend declaring the parcel as surplus since no city department stated a need to retain it. The City Recorder has declared the parcel as surplus property.

The Fairview Avenue property was purchased in 1997 for \$10 during a tax sale. The current tax appraisal is \$8,100.

On 12/30/23 an ad was placed in the Kingsport Times News requesting sealed bids for anyone interested in purchasing the parcel with a deadline of 1/30/24 at 3:00 pm. The following bids were received.

FOR: 721 Fairview Avenue - \$12,600 bid from Aaron Rose
721 Fairview Avenue - \$1,100 bid from James Hale

Pursuant to Kingsport Code of Ordinances Section 2-570, the City Recorder hereby recommends the board award the high bid submitted by Aaron Rose for this property.

Attachments:

- 1. Resolution
- 2. Maps
- 3. Bid opening minutes

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

Item X19.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SALE OF SURPLUS REAL PROPERTY LOCATED AT 721 FAIRVIEW AVENUE AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

WHEREAS, city currently owns property at 721 Fairview Avenue, being more particularly described as Tax I.D. No: Control Map 045E, Group C, Parcel 027.00 which upon recommendation by the Planning Commission was deemed surplus by the City Recorder and an invitation for sealed bids was published in the Kingsport Times News on December 30,2023; and

WHEREAS, the property was purchased in 1997 for \$10.00 and the current tax appraisal is \$8,100.00; and

WHEREAS, the bids were opened on January 30, 2024, for which a bid of \$12,600 and a bid of \$1,100 were received; and

WHEREAS, upon review of the bids, it is recommended to accept the high bid of Aaron Rose in the amount of \$12,600.00.

Now therefore,

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

SECTION I. That the bid for the property located at 721 Fairview Avenue, being more particularly described as Tax I.D. No: Control Map 045E, Group C, Parcel 027.00, of Aaron Rose in the amount of \$12,600.00 is accepted.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a Purchase Agreement with Aaron Rose for the sale of the real property located at 721 Fairview Avenue, in the amount of \$12,600.00, and upon closing the conveyance of the property will be by quitclaim deed, without warranty.

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

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

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

ADOPTED this the 20th day of February, 2024.

PATRICK W. SHULL, MAYOR

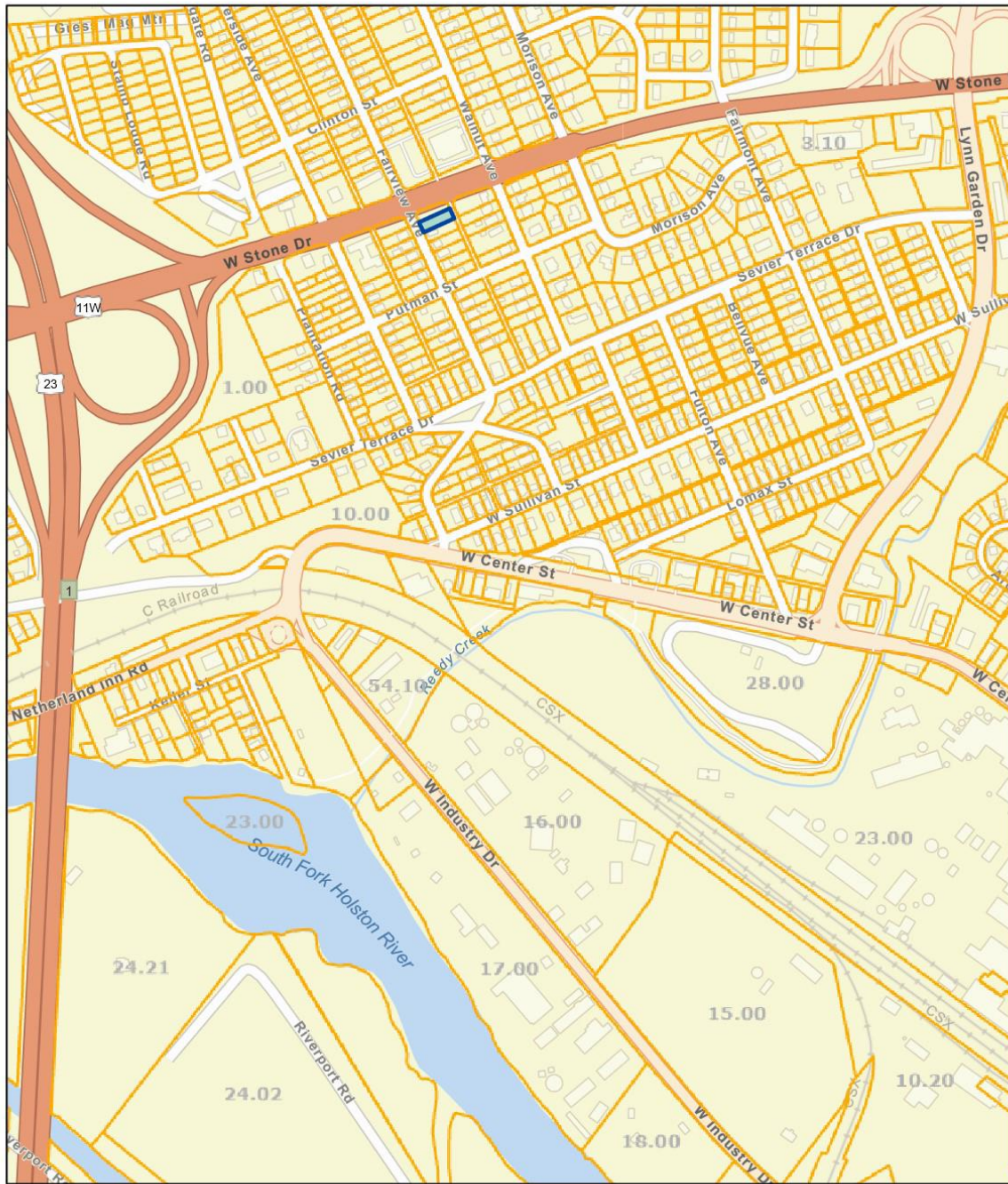
ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

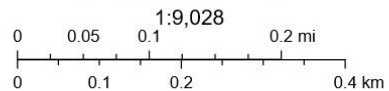
RODNEY B. ROWLETT, III, CITY ATTORNEY

Sullivan County - Parcel: 045E C 027.00



Date: February 9, 2024

County: Sullivan
 Owner: KINGSPORT CITY OF ETAL
 Address: FAIRVIEW AVE 721
 Parcel Number: 045E C 027.00
 Deeded Acreage: 0
 Calculated Acreage: 0.17
 Date of TDOT Imagery: 2019
 Date of Vexcel Imagery: 2023



Esri Community Maps Contributors, Tennessee STS GIS, VGIN, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, State of Tennessee, Comptroller of the Treasury

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

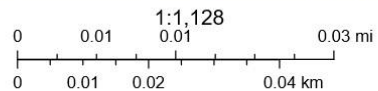
Item X19.

Sullivan County - Parcel: 045E C 027.00



Date: November 29, 2023

County: Sullivan
Owner: KINGSPORT CITY OF ETAL
Address: FAIRVIEW AVE 721
Parcel Number: 045E C 027.00
Deeded Acreage: 0
Calculated Acreage: 0.17
Date of TDOT Imagery: 2019
Date of Vexcel Imagery: 2023



Esri Community Maps Contributors, Tennessee STS GIS, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Tennessee, Comptroller of the Treasury

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Item X19.

Bid Opening Minutes for Surplus Properties
City Hall, 415 Broad Street, Room 226

1/30/24 at 4:00 p.m.

Present: Bart Rowlett, Lisa Winkle, Jessica Harmon Angie Marshall, Ruth Jobe, Aaron Rose, Jim Hale

ADDRESS	BIDDER	BID AMOUNT (Deposit amount)	
2004 LOUITA AVENUE	1. Travis Guinn	\$3,000.00	(\$300.00)
721 FAIRVIEW AVENUE	1. Aaron Rose	\$12,600.00	(\$1,260.00)
	2. James Hale	\$1,100.00	(\$110.00)
185 ROCK SPRINGS ROAD	1. Aaron Rose	\$2,600.00	(\$260.00)
	2. Ronnie and Ruth Jobe	\$1,057.00	(\$106.00)



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute an Agreement for E-Rate Category Two Network Equipment for FY 2024-2025

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

Action Form No.: AF-51-2024
Work Session: February 19, 2024
First Reading: N/A
Final Adoption: February 20, 2024
Staff Work By: Committee
Presentation By: David J. Frye

Recommendation:
Approve the Resolution

Executive Summary:

The administration recommends utilizing Tennessee statewide contract 68613 with Personal Computers Systems, Inc. to enter into an agreement to purchase internal connections and basic maintenance of those connections for FY 2024-2025.

Kingsport City Schools benefit from the use of state contracts with the confidence we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the State of Tennessee Central Procurement Office. Also, utilizing state procurement agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product receipt.

Agreement is contingent upon receiving E-rate funding and Board of Mayor and Aldermen approval.

The Board of Education approved this motion on February 13, 2024.

Attachments:

- 1. Resolution
- 2. Agreement
- 3. Quote

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

Item X110.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF E-RATE CATEGORY TWO NETWORK EQUIPMENT AND SERVICES THROUGH THE TENNESSEE EDUCATION BROADBAND CONSORTIUM FOR FISCAL YEAR 2024-2025 WITH PERSONAL COMPUTER SYSTEMS, INC., FOR KINGSPORT CITY SCHOOL'S USE

WHEREAS, the city desires to utilize state contract 68613 with Personal Computer Systems (PCS) to obtain internal connections and basic maintenance of those connections; and

WHEREAS, this purchase will be made through the Tennessee Education Broadband Consortium which enables local education agencies to purchase telecommunications and information services at discounted rates through the Federal Communication Commission's E-Rate program; and

WHEREAS, the quoted price for the equipment and associated services is \$303,215.78 from PCS; and

WHEREAS, this agreement has been approved by the Board of Education and is contingent upon receiving E-Rate funding.

Now therefore,

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

SECTION I. That the agreement with Personal Computer Systems for internal connections and basic maintenance of those connections in the amount of \$303,215.78, which is contingent on E-rate funding, 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 Agreement with Personal Computer Systems for internal connections and basic maintenance of those connections in the amount of \$303,215.78, which is contingent on E-rate funding, 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 as set out below:

Tennessee Educational Broadband Consortium Multiple Schedule/State Master Contract Order Form

This agreement ("Agreement") is entered into between **City of Kingsport for its Kingsport City Schools** ("Customer") and **Personal Computer Systems, Inc** ("Service Provider"), **for E-Rate Category 2 purchases**. For good and valuable consideration, including the mutual promises contained herein, Customer orders from the Service Provider the services identified below and/or in Attachment A to this Agreement ("Service"). Customer and Service Provider agree that the Service shall be provided pursuant to the rates, charges, terms, and conditions set forth in **TEBC 68613** ("Master Contract").

Service Ordered by Customer:

IDENTIFY REQUESTED SERVICE(S) HEREIN AND/OR IN ATTACHMENT A

The selected Service period is **July 1, 2024 - June 30, 2025**. Unless otherwise agreed upon in writing, the Service period shall commence upon Service installation.

Requested Service Commencement Date(s): TBD

If this Agreement is cancelled or terminated prior to Service Installation, cancellation charges will apply as set forth in the Master Contract (if applicable).

Customer may seek Universal Service Fund funding pursuant to the rules and regulations associated with the E-Rate program. Agreement is contingent upon receiving E-Rate Funding. Customer may opt to proceed with purchase in the absence of E-Rate funding, but this Agreement may be voided if E-Rate funding is not received. This Agreement is contingent upon Kingsport City School Board of Education approval, Kingsport Board of Mayor and Alderman approval, and issuance of a Purchase Order.

Customer further warrants and represents that Customer is authorized to enter into this Agreement and to order Service pursuant to the Master Contract. There are no other terms and conditions allowed pursuant to this agreement other than those present in the underlying Master Contract. Customer further warrants and represents that this Agreement complies with all applicable procurement laws and/or requirements.

This Agreement is effective when executed by Customer. Submission of a quote at the request of the customer constitutes the Service Provider's intent to proceed upon acceptance of the Customer. This Agreement is subject to and controlled by the provisions of the Master Contract, including any amendments as may be made from time to time.

[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 20th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**Tennessee Educational Broadband Consortium
Multiple Schedule/State Master Contract
Order Form**

This agreement ("Agreement") is entered into between **City of Kingsport for its Kingsport City Schools** ("Customer") and **Personal Computer Systems, Inc** ("Service Provider"), for **E-Rate Category 2 purchases**. For good and valuable consideration, including the mutual promises contained herein, Customer orders from the Service Provider the services identified below and/or in Attachment A to this Agreement ("Service"). Customer and Service Provider agree that the Service shall be provided pursuant to the rates, charges, terms, and conditions set forth in **TEBC 68613** ("Master Contract").

Service Ordered by Customer:

IDENTIFY REQUESTED SERVICE(S) HEREIN AND/OR IN ATTACHMENT A

The selected Service period is **July 1, 2024 – June 30, 2025**. Unless otherwise agreed upon in writing, the Service period shall commence upon Service installation.

Requested Service Commencement Date(s): TBD

If this Agreement is cancelled or terminated prior to Service Installation, cancellation charges will apply as set forth in the Master Contract (if applicable).

Customer may seek Universal Service Fund funding pursuant to the rules and regulations associated with the E-Rate program. Agreement is contingent upon receiving E-Rate Funding. Customer may opt to proceed with purchase in the absence of E-Rate funding, but this Agreement may be voided if E-Rate funding is not received. This Agreement is contingent upon Kingsport City School Board of Education approval, Kingsport Board of Mayor and Alderman approval, and issuance of a Purchase Order.

Customer further warrants and represents that Customer is authorized to enter into this Agreement and to order Service pursuant to the Master Contract. There are no other terms and conditions allowed pursuant to this agreement other than those present in the underlying Master Contract. Customer further warrants and represents that this Agreement complies with all applicable procurement laws and/or requirements.

This Agreement is effective when executed by Customer. Submission of a quote at the request of the customer constitutes the Service Provider's intent to proceed upon acceptance of the Customer. This Agreement is subject to and controlled by the provisions of the Master Contract, including any amendments as may be made from time to time.

Customer Name:

Print Name: City of Kingsport for its Kingsport for its Kingsport City Schools

By: _____

Title: _____

Date: _____

Accepted by: Personal Computer Systems, Inc

Print Name: Personal Computer Systems, Inc

By: Jimmy Walker

Title: President

Date: 02/06/2024

Updated: 12/14/2020

ATTACHMENT A

Quantity

Name of Product or Service

PCS Quote # 219081

Updated: 12/14/2020

Item X110.



ERATE 2024

Quote #219081 v1



Prepared For:
City of Kingsport
 Mayor Pat Shull
 400 CLINCHFIELD ST
 KINGSPORT, TN 37660
 P: 4232299412
 E: PatShull@kingsporttn.gov

Prepared by:
Headquarters
 Cathy Young
 1720 Topside Road
 Louisville, TN 37777
 P: 865.273.1960
 E: cyoung@pcsknox.com

Date Issued:
02.05.2024
 Expires:
09.01.2024

Internal Connections 2024

Description	Price	Qty	Ext. Price
5520-24W ExtremeSwitching 5520 24 10/100/1000BASET FDX/HDX 802.3bt 90 ExtremeSwitching 5520 24 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 2 stacking/QSFP28 1 unpopulated VIM slot MACsec capable includes 3 fan modules 2 unpopulated modular PSU slots. Includes 1 year XIQ Pilot Cloud subscription.	\$2,628.68	1	\$2,628.68
5520-48W Extreme Networks 5520 48-port 90w PoE Switch Extreme Networks 5520 48-port 90w PoE Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - 90 W PoE Budget - Twisted Pair, Optical Fiber - PoE Ports - Rack-mountable	\$4,330.15	8	\$34,641.20
5520-VIM-4X Extreme Networks 5520-VIM 4x10GE SFP+ Interface Mo Extreme Networks 5520-VIM 4x10GE SFP+ Interface Module - For Switching Network, Optical NetworkOptical Fiber10 Gigabit Ethernet - 10GBase-X4 x Expansion Slots - SFP+	\$623.61	9	\$5,612.49
10099 PWR CORD 13A USA NEMA 5-15 IEC320-C15 Extreme Networks - Power cable - NEMA 5-15 (M) to IEC 60320 C15 - 13 A - United States	\$14.83	9	\$133.47
XN-ACPWR-715W-FB Extreme Networks 715W Power Supply - 715 W	\$524.88	9	\$4,723.92
Service - Fixed Fee PS Service - Fixed Fee PS Fixed fee labor for professional services or project work.	\$150.00	9	\$1,350.00
AP305C-FCC Aerohive - ExtremeCloud IQ: Indoor WiFi6 AP 2x2 Ra Aerohive - ExtremeCloud IQ: Indoor WiFi6 AP 2x2 Radios with Dual 5GHz and 1x1GbE Port Integrated Light/Power Sensors & BLE/Zigbee AI/ML Green Mode Internal Antennas Built-In Ceiling Mounts Inclu	\$190.09	180	\$34,216.20
AP410C-FCC Aerohive - ExtremeCloud IQ: Indoor Tri Radio WiFi6 Aerohive - ExtremeCloud IQ: Indoor Tri Radio WiFi6 AP 2.4 GHz 5GHz & Sensor w/Dual 5GHz & Multirate Port Integrated Light Power Sensors BLE/Zigbee I/ML Green Mode INT Antennas T-Bar Incl Mt	\$184.41	260	\$47,946.60
AP460S12C-FCC Aerohive - ExtremeCloud IQ: Tri-Radio Outdoor WiFi Aerohive - ExtremeCloud IQ: Tri-Radio Outdoor WiFi6 AP (4x4 5 GHz 2x2 Dual Band & 1x1 Sensor) Dual 5GHz 2.5 GbE & 1 GbE Port Integrated Light/Power Sensors & BLE/Zigbee AI/ML Green Mode Internal	\$577.95	4	\$2,311.80

Item XI10.



Internal Connections 2024

Description	Price	Qty	Ext. Price
AP460S6C-FCC Aerohive - ExtremeCloud IQ: Tri-Radio Outdoor WiFi6 AP (4x4 Aerohive - ExtremeCloud IQ: Tri-Radio Outdoor WiFi6 AP (4x4 5 GHz 2x2 Dual Band & 1x1 Sensor) Dual 5GHz 2.5 GbE & 1 GbE Port Integrated Light/Power Sensors & BLE/Zigbee AI/ML Green Mode Internal	\$577.95	39	\$22,540.05
ACC-MBO-KT-AX Extreme Networks Mounting Bracket for Mounting Bracket, Network Device, Wireless Access Point - 1	\$44.10	5	\$220.50
ACC-BKT-AX-JB Extreme Networks Wall Mount for Junction Box - 1	\$14.05	20	\$281.00
AH-ACC-BKT-ASM Aerohive Mounting Bracket for Wireless Access Aerohive Mounting Bracket for Wireless Access Point	\$23.41	17	\$397.97
AH-ACC-STRP-MRN AP1130 Marine Grade Metal Hose Strap for 3-15 in D AP1130 Marine Grade Metal Hose Strap for 3-15 in Diameter Pole (Larger Pole)	\$8.59	21	\$180.39
1011-00-WH Oberon Right-Angle WiFi Access Point Wall Mount for Most AP Oberon Right-Angle WiFi Access Point Wall Mount for Most AP Models White / No Vanity Cover	\$95.56	16	\$1,528.96
CA-RSPNMCN19 RP-SMA Plug to N-Male, Pigtail 19" 100-Series	\$34.62	8	\$276.96
XCIQ-PT0-C-EW-3YR-K12 ExtremeCloud IQ Pilot Tier 0 CLOUD RTU License and ExtremeCloud IQ Pilot Tier 0 CLOUD RTU License and EW TAC 3Yr (US K-12)	\$170.73	483	\$82,462.59
Service - Fixed Fee PS Service - Fixed Fee PS Indoor AP Fixed fee labor for professional services or project work.	\$50.00	440	\$22,000.00
Service - Fixed Fee PS Service - Fixed Fee PS Outdoor AP Fixed fee labor for professional services or project work.	\$90.00	43	\$3,870.00
LABOR-WIRING LABOR-WIRING Services DB Nerve Center to Palmer IDF Labor-Wiring Services - Cabling/Wiring	\$7,452.50	1	\$7,452.50
LABOR-WIRING LABOR-WIRING Services DB Civic Auditorium Labor-Wiring Services - Cabling/Wiring	\$4,895.00	1	\$4,895.00
LABOR-WIRING LABOR-WIRING Services DB Highland Park PE Labor-Wiring Services - Cabling/Wiring	\$7,755.00	1	\$7,755.00
LABOR-WIRING LABOR-WIRING Services DB J. Fred Johnson PE Annex Labor-Wiring Services - Cabling/Wiring	\$4,537.50	1	\$4,537.50
LABOR-WIRING LABOR-WIRING Services DB J. Fred Johnson Indoor PE Labor-Wiring Services - Cabling/Wiring	\$11,253.00	1	\$11,253.00
Subtotal:			\$303,215.78

Quote Summary	Amount
Internal Connections 2024	\$303,215.78
Total:	\$303,215.78

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

Item X110.



Acceptance

Headquarters

City of Kingsport

A handwritten signature in black ink that reads 'C. Young' followed by a horizontal line.

Cathy Young

Signature / Name

02/05/2024

Date

Mayor Pat Shull

Signature / Name

Initials

Date

Item X110.

**CONTRACT**

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date January 1, 2021	End Date December 31, 2025	Agency Tracking # 33104-00420	Edison Record ID 68613		
Contractor Legal Entity Name Personal Computers Systems, Inc.			Edison Vendor ID 0000071614		
Goods or Services Caption (one line only) E-Rate Category 2					
Contractor <input checked="" type="checkbox"/> Contractor		CFDA #			
Funding					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2022	\$47,000.00				\$47,000.00
2023	\$47,000.00				\$47,000.00
2024	\$47,000.00				\$47,000.00
2025	\$47,000.00				\$47,000.00
2026	\$47,000.00				\$47,000.00
TOTAL:	\$235,000.00				\$235,000.00
Contractor Ownership Characteristics:					
<input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American					
<input type="checkbox"/> Woman Business Enterprise (WBE)					
<input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE)					
<input type="checkbox"/> Disabled Owned Business (DSBE)					
<input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.					
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input checked="" type="checkbox"/> Competitive Selection		RFQ conducted. RFQ # 33104-00420			
<input type="checkbox"/> Other					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
Drew Harpool		Digitally signed by Drew Harpool DN: cn=Drew Harpool, o=Tennessee Department of Education, ou=Finance, email=drew.harpool@tn.gov, c=US Date: 2020.11.18 08:59:23 -06'00'			
Speed Chart (optional)		Account Code (optional)			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF EDUCATION
AND
PERSONAL COMPUTERS SYSTEMS, INC.**

This Contract, by and between the State of Tennessee, Tennessee Department of Education ("State") and Personal Computers Systems, Inc. ("Contractor"), is for the provision E-Rate program for Tennessee Local Education Agencies - category two, internal connections, basic maintenance of internal connections, and managed internal broadband services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation
Contractor Place of Incorporation or Organization: Tennessee
Contractor Edison Registration ID # 0000071614

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. Basic Maintenance of Internal Connections ("BMIC"): E-Rate support includes basic maintenance and technical support appropriate to maintain reliable operation for eligible broadband internal connections. The following basic maintenance services are eligible: Repair and upkeep of eligible hardware, wire and cable maintenance, configuration changes, basic technical support including online and telephone-based technical support, and software upgrades and patches including bug fixes and security patches.
 - b. Caching ("Caching"): Caching is defined as a method that stores recently accessed information. Caching stores information locally so that the information is accessible more quickly than if transmitted across a network from a distance.
 - c. Category 2 ("Category 2"): One of two service categories defined in the FCC's Eligible Services List. This category focuses on broadband products/services within a school building or LEA. There are three (3) sub-categories of Category 2: Internal Connections, Basic Maintenance of Internal Connections, and Managed Internal Broadband Services.
 - d. Charter School ("Charter School"): A Charter School is a publicly funded independent school established by teachers, parents, or community groups under the terms of a charter with a local Tennessee LEA.
 - e. Eligible Services List ("ESL"): The Eligible Services List is released by the FCC prior to the opening of the Form 471 application filing window opens. This list contains a description of the products and services that will be eligible for discounts, along with additional helpful information such as eligibility conditions for each category of service for each specified funding year.
 - f. E-Rate ("E-Rate"): E-Rate is the Schools and Libraries Program funded via the Universal Service Fund and administrated by USAC. The E-Rate program is responsible for the discounts funding provided to schools and libraries across the nation for procurement of broadband services to the building and into the school and/or classroom.

- g. Federal Communications Commission (“FCC”): The Federal Communications Commission is an independent agency of the United State government created by statute (47 U.S.C. §151 and 47 U.S.C. § 154) to regulate interstate communications by radio, television, wire, satellite, and cable.
- h. Form 471 (“Form 471”): Form 471 is the Services Ordered and Certification Form and is the form by which E-Rate applicants requested discounts for eligible products and/or services. This form is required to be filed annually during the Form 471 application window.
- i.. Form 472 (“Form 472”): Form 472 is the Billed Entity Applicant Reimbursement (BEAR) form which is used by the Billed Entity to request E-Rate discount reimbursement for eligible products/services received on or after the effective date of discounts and already paid for by the applicant.
- j. Form 473 (“Form 473”): E-Rate service providers file an FCC Form 473 (Service Provider Annual Certification {SPAC}) to certify they are compliant with Schools and Libraries (E- Rate) Program rules. Service providers must have a SPAC Form on file for each funding year they participate in the E-Rate Program and for each Service Provider Identification Number (SPIN and/or Form 498 ID). This form is required by the program in order for invoices to be paid to the service provider.
- k. Form 498 (“form 498”): Form 498 is the Service Provider Identification Number and General Contract Information Form and is used to collect contract, remittance, and payment information for service providers that receive support from the federal universal service programs. If an applicant opts to use Form 472 for reimbursement of their approved discounts, they too are required to complete FCC Form 498.
- l. Internal Connections (“IC”): Internal Connections is support limited to the internal connections necessary to bring broadband into, and provide it throughout, schools. These are broadband connections used for educational purposes within, between, or among instructional buildings that comprise a school campus or a LEA (a collection of school campuses).
- m. Local Area Network (“LAN”): Local Area Network is a network that connects computers and other devices in a relatively small area, typically a single building or a group of buildings (such as a District).
- n. Local Education Agency (“LEA”): For the purposes of the Contract, Local Education Agency is the term used to collectively refer to all Tennessee public Local Education Agencies, Charter Schools, State schools, the Achievement School District, the Department of Children’s Services, and library systems in the State of Tennessee.
- o. Red Light Status (“Red Light Status”): A Red Light Status indicates a company has one or more delinquent bills that will prevent the company from conducting business with the government. If you have one or more delinquent bills that were paid and are currently being processed, a Red Light Status will display.
- p. Schools and Libraries Division (“SLD”): Schools and Libraries Division is a division of USAC that administers the E-Rate Program.
- q. Scope of Work (“SOW”): A Scope of Work is the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party. The SOW should also contain a timeline for all deliverables.
- r. Universal Service Administrative Company (“USAC”): An independent, not-for-profit corporation created by the FCC to administer the four (4) universal service programs

(Schools and Libraries, Rural Health Care, Lifeline, High Cost) which help provide communities across the country with access to affordable telecommunications services.

- A.3. Internal Connections Products and Services. The Contractor shall reply to Category 2 mini-bid process issued by LEAs as part of their pre-Form 471 application process and provide competitive pricing on one or more of the following component categories for which the Contractor has been qualified by the State to provide. Per the FCC's 2019 ESL, the following components, services, and miscellaneous notes are included for reference as follows:
- a. Antennas, connectors, and related components used for internal broadband connections
 - b. Cabling
 - c. Caching
 - d. Firewall services and firewall components
 - e. Racks (housing eligible equipment)
 - f. Routers
 - g. Switches
 - h. Uninterruptible Power Supply (UPS)/Battery Backup (basic only and supporting eligible equipment)
 - i. Access points used in a Local Area Network or wireless Local Area Network environment (such as wireless access points)
 - j. Wireless controller systems
 - k. Installation of eligible components at eligible locations
 - l. Training of eligible users for eligible components of Internal Connections (must occur coincident with installation of components and cannot be a stand-alone request)
 - m. Software supporting the components on this list used to distribute high-speed broadband throughout school buildings and libraries (applicants should request software in the same category as the associated service being obtained or installed)

Functionalities listed above that can be virtualized in the cloud, and equipment that combines eligible functionalities, like routing and switching, are also eligible.

A manufacturer's multi-year warranty for a period up to not more than three (3) years that is provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component. Additional warranty periods beyond three (3) years should be a separate item identified in the catalog.

A caching service or equipment that provides caching, including servers necessary for the provision of caching, is eligible for funding.

- A.4. Basic Maintenance of Internal Connections. For purposes of this Contract, the Contractor shall provide Basic Maintenance of Internal Connections related to basic technical support including online and telephone-based technical support, software upgrades and patches including bug fixes and security patches for eligible equipment at eligible locations.

- A.5. Managed Internal Broad band Products and Services ("MIBS"). The Contractor shall provide solutions for one or both of the MIBS options described below:
- a. The Contract shall provide a maximum cost (either per month or a one-time annual cost) for a leased equipment MIBS solution. In this model, the school or library would lease the equipment from the Contractor. The Contractor shall provide all labor and materials, including but not limited to, switching equipment, access points, cabling, and connectors required to facilitate a complete solution that provides connectivity throughout eligible locations. The Contractor will be responsible for installation, management and maintenance of the internal wired or wireless access solution.
 - b. The Contractor shall provide a maximum cost (either per month or a one-time annual cost) for an LEA-owned equipment MIBS solution. In this model, the school or library shall own or provide the equipment. The Contractor will be responsible for management and maintenance of the internal wired or wireless access solution. The school or library shall be responsible for the procurement and installation of equipment and materials required to provide the service.

- c. Proposed solutions must include all work elements necessary to provide a complete solution that delivers broadband connectivity into the classroom.
- d. The Contractor shall be responsible for providing all training for facility personnel required to properly use the MIBS solution as a daily service within the facility. This training shall include all information and procedures required to request support from the Contractor in the event of a system failure.
- A.6. FCC Compliance. The Contractor shall maintain compliance with all FCC rules and USAC procedures with regard to participation in the E-Rate program.
- A.7. Mini-Bid Process. The Contractor shall participate in a mini-bid process as described on USAC's website and as described on the State's mini-bid information page (<https://www.tn.gov/education/district-technology/erate.html>) as part of the LEAs FCC Form 471 filing.
- a. Costs submitted during the mini-bid on individual items shall not exceed the costs published in this Contract and included in the accompanying catalog. Published costs will be an upper limit or ceiling. Costs can be submitted during the mini-bid processes that are lower than the published costs.
- b. Contractors may not submit pricing for items or services that are not explicitly contained within the catalog provided upon award of a qualified contract. Contractors found to be in violation of this provision are subject to removal from the list of qualified contractors.
- c. In accordance with FCC regulations and USAC guidance, cost of the eligible goods/ services will be the most heavily-weighted factor in the mini-bid evaluation matrix.
- d. Schools and libraries shall develop an evaluation matrix based various criteria other than price alone. The evaluation matrix may include local requirements with the understanding that if a conflict exists between local procurement regulations and USAC guidance, the most restrictive of the regulations prevail.
- A.8. Scope of Work (SOW). The Contractor shall provide a Scope of Work document outlining the costs and procedures to achieve the service/product solution in response to a mini-bid solicitation for a specific facility or group of facilities within a LEA. LEAs may elect to provide services to part or all of their constituent facilities.
- a. The SOW shall clearly identify the total cost for the proposed solution and demonstrate that the overall solution does not exceed the per unit maximum cost presented by the Contractor in Attachment B.
- b. The SOW shall clearly identify the model (owned or leased equipment) that will be used for the solution.
- c. The SOW will clearly describe all labor and equipment costs required to completely deploy the solution as requested by the school or library.
- d. The SOW will clearly describe the escalation procedures to address service issues after deployment including a list of response times for multiple issue severity tiers.
- e. The SOW will have signatures from both the Contractor and the authorized personnel accepting the solution description and timeline for deployment.
- A.9. Lowest Corresponding Price. The Contractor shall comply with the FCC's Lowest Corresponding Price rule and not charge a price above the LCP for E-Rate eligible services. See 47 C.F.R. Section 54.511 and 47 CFS Section 54.500(f). Contractor may refer to USAC guidance additional information.

- A.10. Quantity. Service/product demand may be increased or decreased during the period that this Contract is in effect, including voluntary extension periods. While the State anticipates that long term service demands to expand, there may be some situations where buildings close or may need to reduce the quantity of service they receive. The Contractor shall cooperate with the LEA to reduce services in the case of building or school closure.
- A.11. Records Retention. Contractor shall maintain all records of services provided under the resulting contract for a period of no less than 10 years from the last date of service in the fiscal or funding year in which a contract is in place in accordance with FCC rules. This documentation shall be digitally archived and be made available at the request of the State or LEA or other agencies such as auditors, etc.
- A.12. Contractor Standing. The Contractor must be in good standing with the FCC, have no debts outstanding that are owed to the government and must not be on Red-Light Status. The Contractor must immediately notify the State in any event that the Contractor is notified that it has been assigned Red-Light Status and must take immediate measures to cure its Red Light Status. The Contractor's Red-Light Status may constitute a material breach of contract and the State may exercise its rights under Section D.6. Termination for Cause. Red-Light Status can be checked via the Red-Light Display System at <https://apps.fcc.gov/cores/userLogin.do>.
- A.13. Contractor Registration. The Contractor shall annually submit to the SLD, a completed Form 473, Service Provider Annual Certification Form, which is a program requirement. The Contractor shall provide a copy of the completed Form 473 to the State upon request.
- A.14. Audit and Review Support. The Contractor shall cooperate with LEA and SLD/USAC during audit exercises by providing documentation about services provided and related invoicing information including details of calculations used to produce said invoices.
- A.15. On-Premise Security. All Contractor personnel assigned to this Contract shall be required to carry company picture IDs while on-site, and on-premise visits must be authorized by site contact person. These steps must be consistent with current security practices and those practices instituted by the LEA to ensure the safety of its students.
- A.16. Provide Catalog. The Contractor must provide information for the product catalog that contains maximum/ceiling prices for goods/services for which the Contractor is authorized to provide. Updates to the Contractor's catalog may be requested for manufacturer substitutions by emailing Erate.vendor@tnedu.gov to request the substitution. The Contractor must ensure that any updates to their catalog meet E-Rate eligibility guidelines and verification of eligibility must be included in the request. The state will provide written approval, via email, for all approved substitutions.
- A.17. Quarterly Sales Reporting. The Contractor shall provide the State quarterly sales reports to Erate.vendor@tnedu.gov and the quarterly reports should align with the State's fiscal year. The reports shall be produced as a csv (or similar) and, at a minimum, include the name and billed entity number of the customer, a detailed list of the service or equipment purchased, and total amount associated with the project.
- A.18. Annual meetings. The Contractor shall attend any program meetings designated by the State as required. The Contractor may attend in-person or virtually. Notification of these meetings will be sent to the Contractor's contact on file with the State's contact as noted in Section D.2.
- A.19. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Catalog item warranty or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract

throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.20. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on January 1, 2021 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two-hundred and thirty-five thousand dollars (\$235,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
See Attachment B for catalog	

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Steven Sanders
 Director, District Technology
 Andrew Johnson Towers, 10th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
Steven.Sanders@tn.gov

The address above pertains to purchases by State. All other invoices shall be sent to the purchasing LEA.

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Tennessee Department of Education, Office of State
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer)
 - ;
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice

period. b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Steven Sanders
 Director, State Technology
 Andrew Johnson Towers, 10th Floor
 710 James Robertson Parkway
 Nashville, TN 37243

Steven.Sanders@tn.gov
Telephone # 615-693-0207

The Contractor:

Dan Spear, Vice President
Personal Computers Systems, Inc.
1720 Topside Road
Louisville, TN 37777
grants@pcsknox.com
Telephone # 865.304.9351

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation 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 Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination

in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, pandemics, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor’s performance of this Contract.

- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment A and B;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified

in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance

Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

- a. Commercial General Liability ("CGL") Insurance

Item X110.

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

- i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

- i. The Contractor employs fewer than five (5) employees;
- ii. The Contractor is a sole proprietor;
- iii. The Contractor is in the construction business or trades with no employees;
- iv. The Contractor is in the coal mining industry with no employees;
- v. The Contractor is a state or local government; or
- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-

405. c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.3. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.4. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.5. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.


Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

- E.6. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement resulting from the services. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

IN WITNESS WHEREOF,

PERSONAL COMPUTERS SYSTEMS, INC.

JEREMY WALDROOP:

	10/29/2020
_____ CONTRACTOR SIGNATURE	_____ DATE

JEREMY WALDROOP, PRESIDENT

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

Dr. Penny


Schwinn_jc
COMMISSIONER, PENNY SCHWINN

Digitally signed by Dr. Penny Schwinn_jc
 DN: cn=Dr. Penny Schwinn_jc, o, ou,
 email=joanna.pattens@tn.gov, c=US
 Date: 2020.11.18 10:33:20 -06'00'

ATTACHMENT A*(Fill out only by selected Contractor)***ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	68613
CONTRACTOR LEGAL ENTITY NAME:	Personal Computers Systems, Inc.
EDISON SUPPLIER IDENTIFICATION NUMBER	0000071614

The Contractor, identified above, does hereby attest, certify, warrant, and assure that Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind Contractor.

Jeremy Waldroop

PRINTED NAME AND TITLE OF SIGNATORY

10/29/2020

DATE OF ATTESTATION

ATTACHMENT B

See the attached catalog.

Item X110.



AGENDA ACTION FORM

Consideration to Approve the Issuance of a Certificate of Compliance for a Retail Food Store to Sell Wine

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

Action Form No.: AF-57-2024
Work Session: February 19, 2024
First Reading: N/A
Final Adoption: February 20, 2024
Staff Work By: Angie Marshall
Presentation By: Angie Marshall

Recommendation:

Approve the issuance of a Certificate of Compliance to sell wine at Grocery Outlet #21, 1409 East Stone Drive.

Executive Summary:

A retail food store is required to file an application with the City Recorder to obtain a Certificate of Compliance. This Certificate, which must be issued and signed by the mayor, is a required attachment to the application that is submitted by the business to the Tennessee Alcoholic Beverage Commission to obtain a license to sell wine in a retail food store.

Tennessee Code Annotated, Section 57-3-806 directs municipalities that the Certificate must state:

1. The applicant in charge of the business has not been convicted of a felony within the past ten years; and
2. The applicant's business location complies with local zoning laws.

This application has met the requirements of TCA 57-3-806. A police background check has been conducted with nothing found that would prevent the applicant from receiving this certificate. Planning has also verified the business is properly zoned.

Attachments:

None

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



AGENDA ACTION FORM

Consideration of a Resolution Cancelling the March 4, 2024, Work Session and the March 5, 2024, Business Meeting of the Board of Mayor and Aldermen

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

Action Form No.: AF-70-2024
Work Session: N/A
First Reading: N/A
Final Adoption: February 20, 2024
Staff Work By: Bart Rowlett
Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The work session on March 4, 2024, and the business meeting on March 5, 2024 conflicts with Tennessee Municipal League Legislative Conference held in Nashville.

Article III, section 7 of the Charter of the City of Kingsport grants the board the authority to fix the time and place of regular board meetings by ordinance or resolution.

Accordingly, the attached resolution cancels the March 4, 2024, work session and the March 5, 2024, business meeting.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION CANCELLING THE MARCH 4, 2024, WORK SESSION AND THE MARCH 5, 2024, REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN IN ACCORDANCE WITH ARTICLE III, SEC. 7 OF THE CHARTER OF THE CITY OF KINGSFORT, TENNESSEE

WHEREAS, the board deems it necessary to cancel the March 4, 2024, work session and the March 5, 2024, business meeting due to the 2024 Legislative Conference hosted by the Tennessee Municipal League; and

WHEREAS, Article III, Sec. 7 of the Charter of the City of Kingsport, Tennessee states:

The board of mayor and aldermen shall by ordinance fix the time and place at which the regular meetings of said board shall be held. Until otherwise provided by ordinance or resolution, the regular meeting of said board shall be held at 7:00 p.m. (local time) on the first and third Tuesday of each month.

WHEREAS, as of this date, there will be no other change to the schedule.

Now therefore,

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

SECTION I. That in accordance with the Article III, Sec. 7 of the Charter of the City of Kingsport, Tennessee, the board approves the canceling of the March 4, 2024, work session and the March 5, 2024, business meeting so members may attend the Tennessee Municipal League 2024 Legislative Conference.

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 20th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY