



## **BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA**

**Tuesday, May 06, 2025 at 7:00 PM**

**City Hall, 415 Broad Street, Montgomery-Watterson Boardroom**

---

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

Mayor Paul W. Montgomery, Presiding  
Vice Mayor Darrell Duncan  
Alderman Morris Baker  
Alderman Betsy Cooper

Alderman Colette George  
Alderman Gary Mayes  
Alderman James Phillips

### **Leadership Team**

Chris McCartt, City Manager  
Michael Borders, Assistant City Manager  
Bart Rowlett, City Attorney  
Travis Bishop, City Recorder  
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**

### **III. INVOCATION**

1. Rev. Jack Edwards, United Methodist Churches (Retired)

### **IV. ROLL CALL**

### **V. RECOGNITIONS AND PRESENTATIONS**

1. Employee Dependent Scholarship Recipients (Tyra Copas)
- [2.](#) National Small Business Week (Vice Mayor Duncan)
- [3.](#) National Drinking Water Week (Alderman Mayes)
- [4.](#) Building Safety Month (Alderman Phillips)

## **VI. 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.

## **VII. APPOINTMENTS**

## **VIII. APPROVAL OF MINUTES**

- [1.](#) April 14, 2025 - Work Session
- [2.](#) April 15, 2025 - Business Meeting

## **IX. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS**

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

- [1.](#) Consideration of a Budget Ordinance for Various Funds FY25 (AF-95-2025) (Chris McCartt)

## **XI. OTHER BUSINESS**

- [1.](#) Consideration of a Resolution to Rename the Private Street “Jonathan Way” to “Black Olive Drive” (AF-115-2025) (Jessica Harmon)
- [2.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Asphalt for FY26 (AF-107-2025) (Ryan McReynolds)
- [3.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Concrete for FY26 (AF-108-2025) (Ryan McReynolds)
- [4.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Crushed Stone for FY26 (AF-109-2025) (Ryan McReynolds)
- [5.](#) Consideration of a Resolution Extending the Bid Award for Tire Recapping Services for FY26 (AF-120-2025) (Ryan McReynolds)
- [6.](#) Consideration of a Resolution to Purchase One (1) 2025 F-350 2WD Flat Bed w/Post Puller from TN State Contract # 84711 (AF-110-2025) (Ryan McReynolds)
- [7.](#) Consideration of a Resolution to Purchase Two (2) 2025 Ford F-350 4WD Flat Bed W/Plow from TN State Contract # 84711 (AF-112-2025) (Ryan McReynolds)



- [8.](#) Consideration of a Resolution to Purchase Thirteen (13) 2025 Police Interceptor Utility AWD from TN State Contract # 84711 (AF-113-2025) (Ryan McReynolds)
- [9.](#) Consideration of a Resolution Awarding the Bid for Contracted Truck Hauling for FY26 (AF-111-2025) (Ryan McReynolds)
- [10.](#) Consideration of a Resolution Authorizing the Mayor to Execute Two Contracts Between the City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26 (AF-103-2025) (Ryan McReynolds)
- [11.](#) Consideration of a Resolution to Lease Property at Bays Mountain Park to Eastman Chemical Company (AF-98-2025) (Michael T. Borders)
- [12.](#) Consideration of a Resolution Authorizing an Agreement with Government Finance Officers Association (GFOA) for Consulting Services (AF-123-2025) (Travis Bishop)
- [13.](#) Consideration of a Resolution Authorizing the Mayor to Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives (AF-116-2025) (Michael Borders)
- [14.](#) Consideration of a Resolution Renewing the Contract for Concession Food Service Distributor for the Kingsport Aquatic Center to The H.T. Hackney Company (AF-121-2025) (Michael Borders)
- [15.](#) Consideration of a Resolution Approving the Acceptance of a Sculpture from the Kiwanis Club of Kingsport and Approving the Sculpture as Public Art (AF-127-2025) (Michael T. Borders)
- [16.](#) Consideration of a Resolution to Condemn for the Fieldcrest Annexation Sanitary Sewer Project (AF-114-2025) (Bart Rowlett)
- [17.](#) Consideration of a Resolution to Condemn for the Reedy Creek Trunk Line Project (AF-134-2025) (Bart Rowlett)

## **XII. CONSENT AGENDA**

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

- [1.](#) Consideration of a Resolution Authorizing the Mayor to Sign Agreements with Tri-Cities United Soccer Club (AF-124-2025) (Michael T. Borders)
- [2.](#) Consideration of a Resolution Authorizing the Mayor to Sign Agreements with Lynn View Pee Wee Football League for the Use of the Lynn View Sports Facilities and Concession Lease (AF-118-2025) (Michael T. Borders)
- [3.](#) Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with the Tribe Baseball Club of Kingsport for the Use of Athletics Facilities (AF-126-2025) (Michael T. Borders)
- [4.](#) Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with Kingsport Tribe Youth Football and Cheer (AF-125-2025) (Michael T. Borders)
- [5.](#) Consideration of a Resolution Recommending the Rejection of All Proposals for Sports Photography for Kingsport City Schools (AF-106-2025) (David Frye)
- [6.](#) Consideration of a Resolution to Authorize the Mayor to Sign the National Register Nomination for the Site Formerly Known as Earles Drug Store (AF-94-2025) (Jessica Harmon)
- [7.](#) Consideration to Approve Issuance of a Certificate of Compliance for a Business to Sell Retail Alcoholic Beverages (AF-117-2025) (Travis Bishop)

### **XIII. COMMUNICATIONS**

1. City Manager
2. Mayor and Board Members

### **XIV. ADJOURN**

# City of Kingsport

## Proclamation

**Whereas**, America's progress has been driven by pioneers who think big, take risks and work hard; and

**Whereas**, from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and

**Whereas**, small business owners and Main Street businesses have energy and a passion for what they do; and

**Whereas**, when we support small business, jobs are created and local communities preserve their unique culture; and

**Whereas**, because this country's 28 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and

**Whereas**, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

**Whereas**, the City of Kingsport supports and joins in this national effort to help America's small businesses do what they do best, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

**Now, Therefore**, I, Paul W. Montgomery, Mayor of the City of Kingsport, and on behalf of the Board of Mayor and Aldermen of the City of Kingsport, do hereby proclaim May 4<sup>th</sup> through May 10<sup>th</sup>, 2025 as

## National Small Business Week

in Kingsport and urge the residents of our community to support small businesses and merchants this week and throughout the year.

**In Witness Whereof**, I have hereunto set my hand and caused the Seal of the City of Kingsport, Tennessee, to be affixed this the 6<sup>th</sup> day of May, in the year two thousand twenty-five.

---

**Paul W. Montgomery, Mayor**

Item V2.

# City of Kingsport

## Proclamation

**Whereas**, water is our most valuable natural resource; and,

**Whereas**, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and,

**Whereas**, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and,

**Whereas**, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and,

**Whereas**, we are all stewards of the water infrastructure upon which current and future generations depend; and,

**Whereas**, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it.

**Now, Therefore**, I, Paul W. Montgomery, Mayor of the City of Kingsport, and on behalf of the Board of Mayor and Aldermen of the City of Kingsport, do hereby proclaim May 4<sup>th</sup> through 10<sup>th</sup> as

## Drinking Water Week

in Kingsport and encourage all citizens to spend time appreciating the hard work that goes into making drinking water readily available.

**In Witness Whereof**, I have hereunto set my hand and caused the Seal of the City of Kingsport, Tennessee, to be affixed this the 6<sup>th</sup> day of May, in the year of our Lord two thousand and twenty-four.

---

**Paul W. Montgomery, Mayor**

# City of Kingsport

## Proclamation

**Whereas**, Kingsport is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike; and,

**Whereas**, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings; and,

**Whereas**, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play; and,

**Whereas**, these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes; and,

**Whereas**, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity; and,

**Whereas**, "Game On!," the theme for Building Safety Month 2025, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale; and,

**Whereas**, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

**Now, Therefore**, I, Paul W. Montgomery, Mayor of the City of Kingsport, and on behalf of the Board of Mayor and Aldermen of the City of Kingsport, do hereby proclaim May 2025, as

## Building Safety Month

in Kingsport and encourage Kingsport citizens to join us as we celebrate the commitment to continuing to improve building safety on a personal, local and global scale.

**In Witness Whereof**, I have hereunto set my hand and caused the Seal of the City of Kingsport, Tennessee, to be affixed this the 6<sup>th</sup> day of May, in the year of our Lord two thousand and twenty-five.

---

**Paul W. Montgomery, Mayor**



## BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, April 14, 2025 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

---

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

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Betsy Cooper

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

**I. CALL TO ORDER** 4:30 pm by Mayor Montgomery.

**II. ROLL CALL** by City Recorder/Treasurer Travis Bishop.

### **III. DISCUSSION ITEMS**

**1. Financial Information System** - Floyd Bailey

Mr. Bailey, Chief Information Officer, provided a history of the process to replacing the City's legacy management software dating back to October 2022. He stated the goal is to have the new software in place by January of 2026. Mr. Bailey discussed the benefits and advantages of making this change. Some discussion followed as he answered questions from the board.

**2. Pay Study** - Tyra Copas

Human Resources Director Tyra Copas gave a high-level overview of the comprehensive salary study and benefits review. She discussed the findings and pointed out the importance of the cost-of-living increase to keep the city competitive on the hiring front and keeping the city whole within the market. She also talked about the increase in retirement health insurance claims. Discussion ensued throughout as she answered questions.

### **IV. REVIEW OF BUSINESS MEETING AGENDA**

City staff gave a summary for each item on the April 15, 2025 proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

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

**Monday, April 14, 2025, at 4:30 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

**IX.1 Conduct a Public Hearing and Consideration of a Resolution to Approve the 2025-2026 CDBG Five-Year Consolidated Plan including Annual Action Plan** (AF 93-2025) Michael Price presented this item, noting this is step one of the annual renewal and presentation of the five-year consolidated plan. He provided details on the funding breakdown and the budgets for each program.

**XI.6 Consideration of a Resolution to Reject Proposals for Golf Equipment for Cattails** (AF-100-2025) Assistant City Manager Michael Borders provided information on this item and answered questions.

**XI.7 Consideration of a Resolution to Enter into an Agreement with RCX Sports for a NFL FLAG Football League** (AF-101-2025) Assistant City Manager Michael Borders provided details on this item, noting the success of the Turkey Bowl last year.

Alderman Baker asked staff if the property assessor could come before the BMA to hear the rationale for the property tax increase so the board to better address citizens with concerns.

**V. ITEMS OF INTEREST**

**1. Projects Status Report**

**VI. ADJOURN**

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 5:49 p.m.

---

ANGELA MARSHALL  
Deputy City Recorder

---

PAUL W. MONTGOMERY  
Mayor



## **BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, April 15, 2025 at 7:00 PM**

**City Hall, 415 Broad Street, Montgomery-Watterson Boardroom**

---

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

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Betsy Cooper

Alderman Colette George

Alderman Gary Mayes

### **City Administration**

Chris McCartt, City Manager

Bart Rowlett, City Attorney

Travis Bishop, City Recorder/Treasurer

Angie Marshall, City Clerk/Deputy City Recorder

- I. CALL TO ORDER** 7:00 pm by Mayor Montgomery.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG** led by New Vision Youth
- III. INVOCATION** led by Pastor Stephen Collins, Kingsport Community Church
- IV. ROLL CALL** by City Recorder/Treasurer Travis Bishop. Absent: Alderman James Phillips
- V. RECOGNITIONS AND PRESENTATIONS**
  - 1. Dobyys-Bennett High School Wrestling Team** (Alderman Cooper)
  - 2. Fire Chief Scott Boyd** (Chris McCartt)
- VI. COMMENT**

Mayor Montgomery invited citizens in attendance to speak. James Morissette commented on the homeless and the possibility of Eastman donating to the food pantries in Kingsport. There being no one else coming forward, the mayor closed the public comment section.



**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, April 15, 2025 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

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

Motion made by Alderman George, Seconded by Alderman Cooper.

Passed: All present voting "aye."

1. **Consideration of Appointments to the Neighborhood Advisory Commission (AF-72-2025)**  
(Mayor Montgomery)  
APPOINT CAITLIN BARTON, KATHY DOCKERY, THADDEUS NOTO, AND HEATHER HALSEY FOR A THREE YEAR TERM EFFECTIVE IMMEDIATELY AND EXPIRING 4/30/28
2. **Consideration of Appointments to the Board of Zoning Appeals (AF-86-2025)** (Mayor Montgomery)  
REAPPOINT BILL SUMNER AND APPOINT HOYT DENTON AND JOSHUA TAYLOR FOR A THREE YEAR TERM EFFECTIVE 5/1/25 AND EXPIRING 4/30/28
3. **Consideration of Appointments to the Kingsport Higher Education Commission (AF-87-2025)** (Mayor Montgomery)  
APPOINT MADISON GREENE, BRIAN TATE AND TIMOTHY DAVIES FOR A FOUR YEAR TERM EFFECTIVE IMMEDIATELY AND EXPIRING 4/30/29
4. **Consideration of Appointments to the Kingsport Housing and Redevelopment Authority (AF-88-2025)** (Mayor Montgomery)  
APPOINT STEVEN LAHAIR FOR A FIVE YEAR TERM EFFECTIVE IMMEDIATELY AND EXPIRING 4/30/30 AND APPOINT DEBBIE TORJILAR TO FULFILL AN UNEXPIRED TERM EFFECTIVE IMMEDIATELY AND EXPIRING 3/31/26

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

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

Passed: All present voting "aye."

1. **April 1, 2025 - Business Meeting**
2. **March 31, 2025 - Work Session**

**IX. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS**

1. **Conduct a Public Hearing and Consideration of a Resolution to Approve the 2025-2026 CDBG Five-Year Consolidated Plan including Annual Action Plan (AF 93-2025)** (Michael Price)

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, April 15, 2025 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

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

**RESOLUTION NO. 2025-203** A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2025 – 2026 ANNUAL ACTION PLAN, FIVE-YEAR CONSOLIDATED PLAN, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR FISCAL YEAR 2026, FROM THE UNITED STATES OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Passed: All present voting "aye."

- 2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2025 (AF-95-2025) (Chris McCartt)**

Motion made by Alderman George, Seconded by Alderman Mayes.

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 a Budget Ordinance for Various Funds FY25 (AF-82-2025) (Chris McCartt)**

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

**ORDINANCE NO. 7201** AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Baker, Alderman Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Mayor Montgomery

**XI. OTHER BUSINESS**

- 1. Consideration of a Resolution Authorizing the Mayor to Enter into an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection (AF-89-2025) (Ryan McReynolds)**

Motion made by Alderman George, Seconded by Alderman Cooper.

**RESOLUTION NO. 2025-204** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTER-LOCAL AGREEMENT TO PROVIDE RESIDENTIAL AUTOMATED GARBAGE COLLECTION SERVICES TO THE TOWN OF MOUNT CARMEL, TENNESSEE

Passed: All present voting "aye."

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, April 15, 2025 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

- 2. Consideration of a Resolution for City to Renew an Agreement with Icon Environmental, LLC for Services at Kingsport's Construction & Demolition Landfill (AF-92-2025) (Ryan McReynolds)**

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

**RESOLUTION NO. 2025-205** A RESOLUTION RENEWING THE AWARD OF A CONTRACT FOR SELECTED SERVICES AT THE KINGSPORT CONSTRUCTION AND DEMOLITION LANDFILL WITH ICON ENVIRONMENTAL, LLC AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE THIS RESOLUTION

Passed: All present voting "aye."

- 3. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement to Allow Goodwill Industries of Tennesva Area, Inc. to Place a Container at City Convenience Centers to Collect Donated Items (AF-91-2025) (Ryan McReynolds)**

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

**RESOLUTION NO. 2025-206** A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH GOODWILL INDUSTRIES OF TENNEVA AREA, INC., 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" except Alderman Baker who abstained.

- 4. Consideration of a Resolution to Authorize the Mayor to Execute All Documents Necessary to Apply for and Receive a Tennessee Department of Health Project Diabetes Grant (AF-90-2025) (Michael Borders)**

Motion made by Alderman George, Seconded by Alderman Cooper.

**RESOLUTION NO. 2025-207** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A PROJECT DIABETES GRANT FROM THE TENNESSEE DEPARTMENT OF HEALTH

Passed: All present voting "aye."

- 5. Consideration of a Resolution to Approve the Purchase of Property Located at Netherland Inn Road (AF-99-2025) (Michael T. Borders)**

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, April 15, 2025 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

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

**RESOLUTION NO. 2025-208** A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF REAL PROPERTY LOCATED AT NETHERLAND INN ROAD AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

- 6. Consideration of a Resolution to Reject Proposals for Golf Equipment for Cattails** (AF-100-2025) (Michael T. Borders)

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

**RESOLUTION NO. 2025-209** A RESOLUTION REJECTING ALL PROPOSALS RECEIVED RELATED TO THE ACQUISITION OF GOLF EQUIPMENT FOR CATTAILS

Passed: All present voting "aye."

- 7. Consideration of a Resolution to Enter into an Agreement with RCX Sports for a NFL FLAG Football League** (AF-101-2025) (Michael T. Borders)

Motion made by Alderman Baker, Seconded by Alderman George.

**RESOLUTION NO. 2025-210** A RESOLUTION APPROVING A LEAGUE REGISTRATION AGREEMENT WITH RCX SPORTS, LLC 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."

- 8. Consideration of a Resolution Accepting a Donation from the Bays Mountain Park Association for the Fox Den Playground** (AF-102-2025) (Michael T. Borders)

Motion made by Alderman George, Seconded by Alderman Cooper.

**RESOLUTION NO. 2025-211** A RESOLUTION ACCEPTING A MONETARY DONATION OF \$250,000 FROM THE BAYS MOUNTAIN PARK ASSOCIATION FOR THE FOX DEN PLAYGROUND

Passed: All present voting "aye."

- 9. Consideration of a Resolution Authorizing an Agreement with Nfina for the Purchase of a High Availability Sever Cluster and Five Years of Support and Cloud Based Backup and Disaster Recovery Solution** (AF-96-2025) (Floyd Bailey)

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, April 15, 2025 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

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

**RESOLUTION NO. 2025-212** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE VARIOUS AGREEMENTS WITH NFINA TECHNOLOGIES, INC. FOR THE ACQUISITION OF GOODS AND SERVICES FOR MANAGEMENT AND STORAGE OF CITY DATA IN ACCORDANCE WITH NATIONAL COOPERATIVE PURCHASING ALLIANCE CONTRACT NO.: NCPA 01-170

Passed: All present voting "aye."

**10. Consideration of a Resolution Authorizing the Mayor to Sign a Right of Entry Form with the U.S. Army Corps of Engineers (AF-105-2025) (Ryan McReynolds)**

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

**RESOLUTION NO. 2025-213** A RESOLUTION GRANTING THE U.S. ARMY CORPS OF ENGINEERS THE RIGHT TO ENTER FOR THE PURPOSE OF INSPECTION PROPERTY OWNED BY THE CITY OF KINGSFORT AT CATTAILS GOLF COURSE ADJACENT TO THE AQUATIC CENTER

Passed: All present voting "aye."

**XII. CONSENT AGENDA** None.

**XIII. COMMUNICATIONS**

**1. City Manager**

Mr. McCartt reflected on the agenda pointing out the heavy emphasis on Parks and Recreation. He mentioned the Budget items coming up that were discussed at the work session yesterday, stating May is the busiest month for meetings, noting he appreciated their time. He thanked Chief Boyd for his time and enjoy retirement.

**2. Mayor and Board Members**

Alderman Mayes commended Chief Boyd on his career, noting we have an outstanding department and look forward to continued success. Alderman Cooper echoed comments and thanked the Chief for what he's done for Kingsport. She stated Son of Sorrows still playing at Lamplight and to enjoy the beautiful weather this week. Alderman George said Chief Boyd would be missed and thanked him for making the City look good. She wished a Happy Easter to everyone. Alderman Baker thanked the Chief for his level of engagement and being a good friend. He also congratulated Alderman Cooper on her recent retirement from the nonprofit and leaving them on solid footing. Vice-Mayor Duncan stated he appreciated the Chief's friendship

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, April 15, 2025 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

and echoed previous comments. He stated Keep Kingsport Beautiful had their first trash pickup, and the next one is scheduled for downtown. The Healthy Kingsport fair is coming up on May 8 at the Farmers Market with the mobile health unit there and encouraged citizens to attend. He urged everyone to enjoy this week with your family and Easter. Mayor commented that May 1 is the National Day of Prayer with the mayor's prayer breakfast scheduled that morning. He thanked the Chief for his dedication and wished him godspeed on his next journey in retirement. The mayor wished everyone a Happy Easter and enjoy the holiday.

**XIV.ADJOURN**

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 8:02 p.m.

---

ANGELA MARSHALL

Deputy City Recorder

---

PAUL W. MONTGOMERY

Mayor



## AGENDA ACTION FORM

### **Consideration of a Budget Ordinance for Various Funds FY25**

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

Action Form No.: AF-95-2025  
Work Session: April 14, 2025  
First Reading: April 15, 2025

**Final Adoption: May 6, 2025**  
Staff Work By: Morris  
Presentation By: McCartt

---

#### **Recommendation:**

Approve the Budget Ordinance

#### **Executive Summary:**

The General Fund is being amended by accepting the Statewide Agricultural Farmers Market Grant from the Tennessee Department of Agriculture in the amount of \$1,500 and reallocating \$151,000 from the Misc Projects project (NC2325) for IT equipment and software.

The General Projects-Special Revenue Fund is being amended by transferring \$230,680 from the Misc Projects project (NC2325) to the Allandale Improvements project (NC2325) for upcoming soffit repairs and returning \$151,000 to the General Fund for IT equipment and software.

#### **Attachments:**

1. Budget Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR  
THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund be amended by accepting the Statewide Agricultural Farmers Market Grant from the Tennessee Department of Agriculture in the amount of \$1,500 to the Other State Miscellaneous line (110-0000-332.02-99) and appropriating the funds to the Advertising & Publication line (110-4511-471.20-10) for expenditure and by reappropriating funds from the Misc Proj project (NC2325) in the amount of \$151,000 to the Computer Repairs/Maintenance line (110-1013-404.20-57).

SECTION II. That the General Projects Special Revenue Fund be amended by transferring \$230,680 from the Misc Proj project (NC2325) to the Allandale Improvements project (NC2325) and by returning \$151,000 to the General Fund for use in the Computer Repairs/Maintenance line (110-1013-404.20-57).

**General Fund: 110**

**Account Number/Description:**

**Revenues:**

110-0000-368.99-00 Other State

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	0	1,500	1,500
<b>Total:</b>	<b>0</b>	<b>1,500</b>	<b>1,500</b>

**Expenditures:**

110-1013-404.20-57 Computer Repairs/Maint

110-4511-471.20-10 Advertising & Publication

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

	\$	\$	\$
	1,603,776	151,000	1,754,776
	6,600	1,500	8,100
	2,415,025	(151,000)	2,264,025
<b>Total:</b>	<b>4,025,401</b>	<b>1,500</b>	<b>4,026,901</b>

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

**Misc Proj (NC2325)**

**Account Number/Description:**

**Revenues:**

111-0000-391.01-00 From General Fund

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	790,000	(381,680)	408,320
<b>Total:</b>	<b>790,000</b>	<b>(381,680)</b>	<b>408,320</b>

**Expenditures:**

111-0000-601.90-01 Land

111-0000-601.90-04 Equipment

	\$	\$	\$
	117,000	0	117,000
	673,000	(381,680)	291,320
<b>Total:</b>	<b>790,000</b>	<b>(381,680)</b>	<b>408,320</b>



**Allandale Improvements (NC2217)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	321,686	0	321,686
111-0000-391.01-00 From General Fund	167,800	230,680	398,480
111-0000-391.69-00 Visitors Enhancement Fund	50,000	0	50,000
<b>Total:</b>	<b>539,486</b>	<b>230,680</b>	<b>770,166</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601.20-22 Construction Contracts	446,435	230,680	677,115
111-0000-601.20-23 Arch/Eng/Landscaping Serv	84,045	0	84,045
111-0000-601.90-04 Equipment	9,006	0	9,006
<b>Total:</b>	<b>539,486</b>	<b>230,680</b>	<b>770,166</b>

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.

\_\_\_\_\_  
PAUL W. MONTGOMERY, 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:

CITY OF KINGSPORT  
FISCAL YEAR 2024-2025  
BUDGET AMENDMENT NUMBER 21

**ITEM ONE: Acceptance of the SAFMGP Grant- \$1,500**

On March 18, 2025, the BMA approved a resolution to apply for and receive the Statewide Agricultural Farmers Market Grant (SAFMGP) through the Tennessee Department of Agriculture in the amount of \$1,500. The City has received this grant and this ordinance allocates it for expenditure.

**ITEM TWO: 3-Part Printer Replacements, Office 365 Upgrades, and Debt Book- \$151,000**

Brings in \$151,000 from Misc Projects (NC2325) to the cover the cost of 3-Part Printer Replacement (\$70,000), Office 365 Upgrades (\$46,000), and the new Debt Book software for the Finance Department (\$35,000).

**ITEM THREE: Soffit Repairs at Allandale Mansion- \$230,680**

The soffit along the roof at Allandale Mansion is in disrepair and needs to be replaced before more damage occurs. This ordinance transfers \$230,680 from the Misc Proj (NC2325) to cover construction and repairs to the facility.



## AGENDA ACTION FORM

### **Consideration of a Resolution to Rename the Private Street “Jonathan Way” to “Black Olive Drive”**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-115-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Ken Weems

Presentation By: K. Weems

---

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The owner of Jonathan Way, a private street solely serving the former Edo Sushi Bar & Grill Restaurant, requests the renaming of this private street. The proposed new private street name is Black Olive Drive. For context, the new owner of the parcel is opening the Black Olive Restaurant at the site of the former Edo Sushi Bar & Grill. Private street renaming proposals, per state law, are under the authority of the Board of Mayor and Aldermen. During their April 17, 2025, regular meeting, the Kingsport Regional Planning Commission voted (7-0) to send a positive recommendation to the Board of Mayor and Aldermen in support of the renaming the private street.

#### **Attachments:**

1. Resolution
2. Report

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION APPROVING THE RENAMING OF THE  
PRIVATE STREET KNOWN AS JONATHAN WAY TO BLACK  
OLIVE DRIVE.

WHEREAS, the planning department has received a request from the owner of tax parcel 045C A 001.05 that Jonathan Way, a private street, be renamed Black Olive Drive; and

WHEREAS, Jonathan Way only serves tax parcel 045C A 001.05 which appears to be the only private property it crosses.

WHEREAS, pursuant to Tenn. Code Ann. 7-86-127 the authority to name both public and private roads and streets within incorporated areas is exclusively vested in the legislative body of the municipality; and

WHEREAS, during their April 17, 2025 regular meeting, the Kingsport Regional Planning Commission sent a positive recommendation to rename Jonathan Way to Black Olive Drive; and

WHEREAS, as this is a private street, the public infrastructure naming policy adopted pursuant to Resolution No. 2023-219 is inapplicable.

Now therefore,

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

SECTION I. That pursuant to the authority vested in the board by Tenn. Code Ann. § 7-86-127 the private street named Jonathan Way is hereby named Black Olive Drive.

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

ADOPTED this the 6th day of May 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

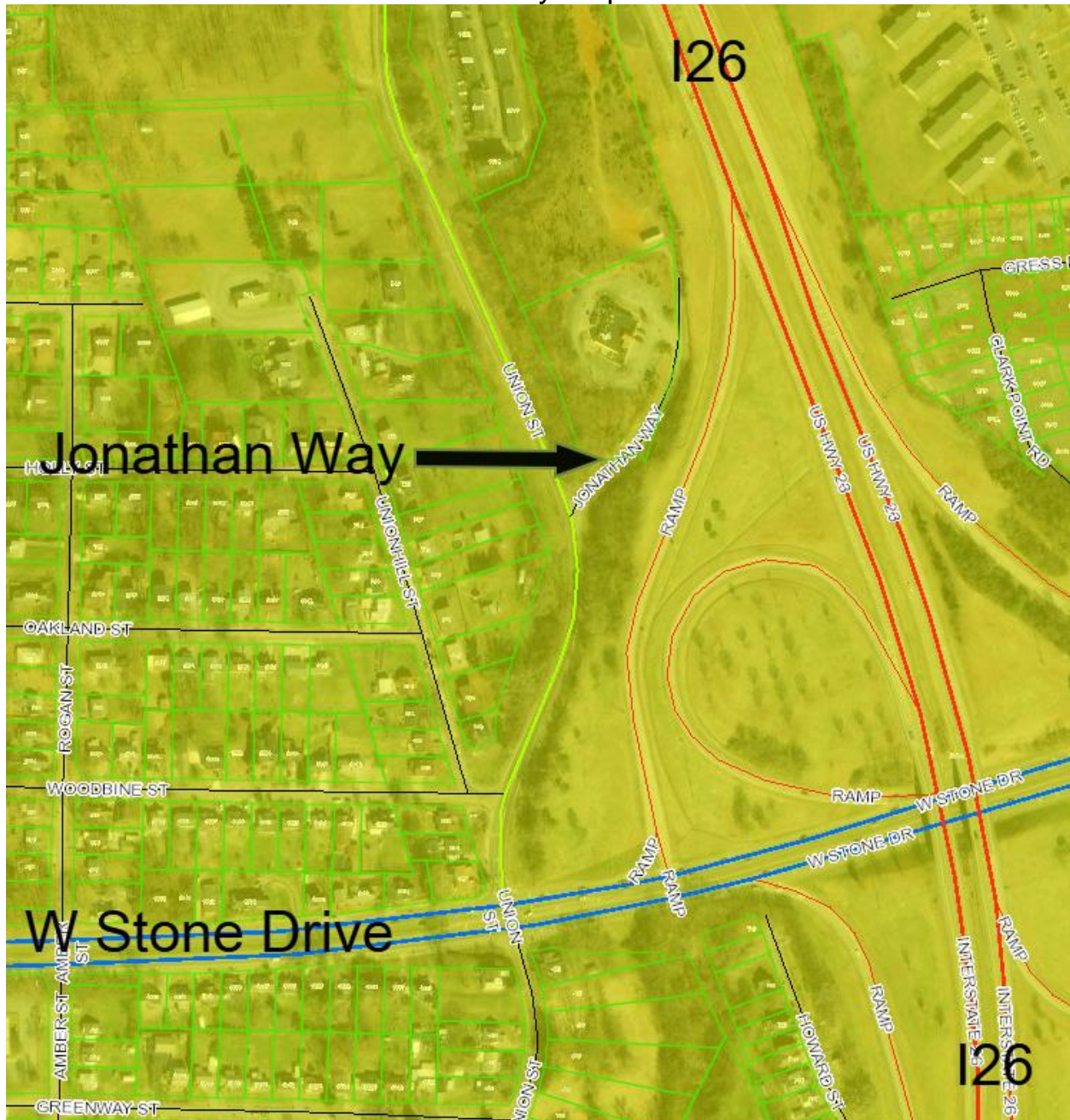
Private Street Jonathan Way Location Map



Prepared by Kingsport Planning Department for the  
Kingsport Regional Planning Commission Meeting on April 17, 2025



Vicinity Map



Location Map



**RECOMMENDATION:**

Staff recommends sending a favorable recommendation to the Board Mayor and Alderman for the renaming of the private street of Jonathan Way to the private street of "Black Olive Drive."



## [Tenn. Code Ann. § 7-86-127](#)

Current through Act 80 of the 2025 Regular Session.

***TN - Tennessee Code Annotated > Title 7 Consolidated Governments and Local Governmental Functions and Entities > Special Districts > Chapter 86 Emergency Communications > Part 1 Emergency Communications District Law***

### **7-86-127. Street names and numbers.**

---

- (a) Unless expressly provided otherwise by law, the authority to name public and private roads and streets, including roads and streets located within residential developments, and to assign property numbers relating to the roads and streets, is exclusively vested in the legislative bodies of counties for unincorporated areas, and municipalities within their incorporated boundaries; provided, that the exercise of this authority must be in a manner acceptable to the United States postal service.
- (b) The legislative bodies of any county or municipality may delegate the authority provided under this section to the emergency communications district, if there be one; provided, that the legislative body shall approve road or street name changes made by the district under such terms as the legislative body may determine.
- (c) Any county or city, including districts with delegated authority, may establish and impose reasonable fees and enforce policies relating to the changing of names of roads and streets, and may establish and enforce policies for the assignment and posting requirements of property numbers.
- (d) The legislative bodies of all counties and municipalities, or their designees, shall provide their local county election commissions an updated list of any modifications or changes to all house, road, or street names or numbers every six (6) months.
- (e) This section may not be construed to require a local government to maintain any portion of a road that the local government has not accepted.

### **History**

---

[Acts 1994, ch. 807, § 2](#); [1995, ch. 68, § 4](#); 1997, ch. 136, § 1; [2004, ch. 480, § 13](#).

Annotations

### **Notes**

---

#### **Compiler's Notes.**

[Acts 1994, ch. 807, § 1](#), provided that the general assembly found that the "Emergency Communications District Law" has been successful, embraced by the vast majority of Tennessee counties, most of which have already initiated Enhanced 911 ("E-911") service, and all of

Item X11.  
Bart Rowlett

fulfillment of the purposes stated in the law. The general assembly also found that to more fully accomplish the purposes of the law, it is essential that each county have a uniform system of addressing which is consistent with regulations of the United States postal service in order to achieve maximum effect with minimum inconvenience to the public. The general assembly further found that the involvement of emergency communications districts in the addressing activity is necessary and complementary to the responsibility of local governments, which requires explicit definition.

## Opinion Notes

---

1. Street and Number Identification.
2. Renaming Public Street.

### ATTORNEY GENERAL OPINIONS

#### 1. Street and Number Identification.

A city, county, or emergency communications district may establish and enforce policies that require homeowners or businesses to mark their establishments clearly with their street number, OAG 01-057, [2001 Tenn. AG LEXIS 49 \(4/11/01\)](#).

If a county legislative body has created an emergency communications district, it may delegate authority to name public or private roads and streets to that district, OAG 03-088, [2003 Tenn. AG LEXIS 107 \(7/15/03\)](#).

#### 2. Renaming Public Street.

If the general assembly chooses to exercise its authority to rename a public street or highway, its actions are controlling, OAG 06-054, [2006 Tenn. AG LEXIS 55 \(3/28/06\)](#).

TENNESSEE CODE ANNOTATED

Copyright © 2025 by The State of Tennessee All rights reserved

---

End of Document

*Item XI1.*



## AGENDA ACTION FORM

### **Consideration of a Resolution Awarding the Bid for the Purchase of Asphalt for FY26**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-107-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Committee

Presentation By: R. McReynolds

---

#### **Recommendation:**

Approve the resolution

#### **Executive Summary:**

Bids were opened on April 16, 2025 for the purchase of asphalt for use by all City Departments for FY26 on an as needed basis. It is recommended to award the bid for the purchase of the items contained therein to U.S. Home Solutions, Fuller Asphalt Materials, W-L Construction and Paving Co. Inc., & Summer-Taylor, Inc. at an estimated annual cost of \$1,000,000. Pricing is subject to increase or decrease based upon the monthly Tennessee Department of Transportation Bituminous Index.

The specifications included language that allows the City to award this bid to more than one vendor due to geographical considerations and asphalt availability.

Funding is identified in various department accounts.

#### **Attachments:**

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

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AWARDDING THE BIDS FOR THE PURCHASE  
OF ASPHALT TO U.S. HOME SOLUTIONS, FULLER ASPHALT  
MATERIALS, W-L CONSTRUCTION AND PAVING CO., INC. AND  
SUMMERS-TAYLOR, INC., AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 16, 2025, for the purchase of asphalt for use by all city departments on an as needed basis; and

WHEREAS, the specifications for the bid state that the city may award this bid to more than one vendor; and

WHEREAS, upon review of the bids, the board finds U.S. Home Solutions, Fuller Asphalt Materials, W-L Construction and Paving Co. Inc., & Summer-Taylor, Inc. are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city and the City of Kingsport desires to purchase asphalt from U.S. Home Solutions, Fuller Asphalt Materials, W-L Construction and Paving Co. Inc., & Summer-Taylor, Inc. at an estimated annual cost of \$1,000,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based upon geographical considerations as set out in the specifications of the bid; and

WHEREAS, funding is identified in various department accounts.

Now therefore,

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

SECTION I. That the bids for the purchase of various types of asphalt for use by all city departments are awarded to U.S. Home Solutions, Fuller Asphalt Materials, W-L Construction and Paving Co. Inc., & Summer-Taylor, Inc. at an annual estimated cost of \$1,000,000.00, and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 6th day of May, 2025.

---

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

# MINUTES BID OPENING

April 16, 2025

4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

ASPHALT				
Vendor:	US Home Solutions	W-L Const. & Paving	Fuller Asphalt Material	Summers-Taylor
Asphalt Surface, Plant Mix (411-E, W/Rap) Per Ton	\$165.00	\$97.00	No Bid	\$99.50
Asphalt Surface, Plant Mix (411-E, No Rap) Per Ton	\$169.00	\$98.00	\$99.00	\$104.00
Asphalt Binder, Plant Mix (307-C) Per Ton	\$155.00	\$93.00	\$95.00	\$95.00
Asphalt Binder, Plant Mix (307-B) Per Ton	\$155.00	\$88.00	\$90.00	\$91.00
Asphalt Surface, Plant Mix (411-D, W/Rap) Per Ton	\$175.00	\$101.00	No Bid	\$96.50
Asphalt Surface, Plant Mix (411-D, No Rap) Per Ton	\$175.00	\$106.00	No Bid	\$100.00

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

## MEMORANDUM

April 15, 2025

TO: Nikisha Eichmann, Assistant Procurement Manager  
FROM: Tim Elsea, Assistant Public Works Director  
SUBJECT: Asphalt, Stone & Concrete Bid Award

---

Greg Willis and I have reviewed the recent bids for Asphalt, Stone and Concrete.

Our recommendation for the Asphalt bid would be to award the bid to all four bidders (W & L Construction and Paving, Summers-Taylor, and Fuller Asphalt Materials and US Home Solutions). This would allow us to use any one of the companies based on their distance from the job site or in the event unforeseen issues arise.

Our recommendation for the Stone bid would be to award to all four bidders (Vulcan Materials Company, Glass Machinery & Excavation, Inc., Icon Environmental, and US Home Solution.). We normally get stone on an as needed basis so the proximity and location of the Vulcan quarry for City projects is very convenient. There is value in having secondary suppliers in the event unforeseen issues arise.

Our recommendation for the Concrete bid would be to award the bid to all three bidders (Summers-Taylor, Ready Mix USA, and SRM Concrete). The bids were very close and we would be able to use any of the companies based on their truck availability, or in the event unforeseen issues arise.

If you have any questions please contact me at your convenience at 229-9451.





## AGENDA ACTION FORM

### **Consideration of a Resolution Awarding the Bid for the Purchase of Concrete for FY26**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-108-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Committee

Presentation By: R. McReynolds

---

#### **Recommendation:**

Approve the resolution

#### **Executive Summary:**

Bids were opened on April 16, 2025 for the purchase of concrete for use by all City Departments for FY26 on an as needed basis. It is recommended to award the bid for the purchase of the items contained therein to, SRM Concrete, Ready Mix USA, & Summers-Taylor, Inc. at an estimated annual cost of \$260,000. Please see attached bid minutes for cost per CY.

Funding is identified in various department accounts.

#### **Attachments:**

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

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF  
CONCRETE TO SRM CONCRETE, READY MIX USA, AND  
SUMMERS TAYLOR, INC. AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened on April 16, 2025, for the purchase of concrete for use by all city departments on an as needed basis; and

WHEREAS, the specifications for the bid state that the city may award this bid to more than one vendor; and

WHEREAS, upon review of the bids, the board finds that SRM Concrete, Ready Mix USA, & Summers-Taylor, Inc. are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material or service desired and is in the best interest and advantage to the city; and the City of Kingsport desires to purchase concrete from SRM Concrete, Ready Mix USA, & Summers-Taylor, Inc. at an estimated annual cost of \$200,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based upon geographical considerations as set out in the specifications of the bid; and

WHEREAS, funding is identified in various department accounts.

Now therefore,

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

SECTION I. That the bids for the purchase of various types of concrete all as set out above, for use by all city departments, is awarded to SRM Concrete, Ready Mix USA & Summers-Taylor, Inc. and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

---

RODNEY B. ROWLETT, III, CITY ATTORNEY

# MINUTES BID OPENING

April 16, 2025

4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

CONCRETE			
Vendor:	Ready Mix USA	SRM Concrete	Summers Taylor Materials
5000 PSI - Delivered Cost	\$170.00	\$190.00	\$180.00
4000 PSI - Delivered Cost	\$164.00	\$182.00	\$177.00
3000 PSI - Delivered Cost	\$158.00	\$176.00	\$169.00
Minimum Amount Delivered/CY	4 CY	6 CY	4 CY
Cost/Mile for Delivery to Site	N/A	\$40.00 *	\$75.00 *
Extended Prices to Developers	No	Yes	No
Comments:	Flowable Fill \$140.00	*Fuel/Environmental Surcharge per Load	*For 4 Yards or Less

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

# MEMORANDUM

April 15, 2025

TO: Nikisha Eichmann, Assistant Procurement Manager  
FROM: Tim Elsea, Assistant Public Works Director  
SUBJECT: Asphalt, Stone & Concrete Bid Award

---

Greg Willis and I have reviewed the recent bids for Asphalt, Stone and Concrete.

Our recommendation for the Asphalt bid would be to award the bid to all four bidders (W & L Construction and Paving, Summers-Taylor, and Fuller Asphalt Materials and US Home Solutions). This would allow us to use any one of the companies based on their distance from the job site or in the event unforeseen issues arise.

Our recommendation for the Stone bid would be to award to all four bidders (Vulcan Materials Company, Glass Machinery & Excavation, Inc., Icon Environmental, and US Home Solution.). We normally get stone on an as needed basis so the proximity and location of the Vulcan quarry for City projects is very convenient. There is value in having secondary suppliers in the event unforeseen issues arise.

Our recommendation for the Concrete bid would be to award the bid to all three bidders (Summers-Taylor, Ready Mix USA, and SRM Concrete). The bids were very close and we would be able to use any of the companies based on their truck availability, or in the event unforeseen issues arise.

If you have any questions please contact me at your convenience at 229-9451.



## AGENDA ACTION FORM

### **Consideration of a Resolution Awarding the Bid for the Purchase of Crushed Stone for FY26**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-109-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Committee

Presentation By: R. McReynolds

---

#### **Recommendation:**

Approve the resolution

#### **Executive Summary:**

Bids were opened on April 16, 2025 for the purchase of crushed stone for use by all City Departments on an as needed basis for FY26. This bid was issued as a joint invitation to bid with the City of Church Hill, TN. It is recommended to award the bid for the purchase of the items contained therein to Vulcan Construction Materials, Icon Environmental, Glass Machinery & Excavation, Inc., & U.S. Home Solutions at an estimated annual cost of \$250,000. Please see attached bid minutes for cost per ton.

Funding is identified in various department accounts.

#### **Attachments:**

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

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF  
CRUSHED STONE TO VULCAN CONSTRUCTION MATERIALS,  
ICON ENVIRONMENTAL, GLASS MACHINERY AND  
EXCAVATION, INC., AND U.S. HOME SOLUTIONS; AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE  
ORDERS FOR THE SAME

WHEREAS, bids were opened April 16, 2025, for the purchase of crushed stone for use by all city departments on an as needed basis and as a joint invitation to bid with the City of Church Hill, Tennessee; and

WHEREAS, upon review of the bids, the board finds Vulcan Construction Materials is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage of the city and the City of Kingsport desires to purchase from Vulcan Construction Materials Crusher Run Stone at the cost of \$22.00 per ton, Stone-TN Highway No. 68 at the cost of \$25.00 per ton, Stone-TN Highway No. 57 at the cost of \$25.00 per ton, Stone-TN Highway No. 8 at the cost of \$25.00 per ton, and Stone-TN Highway No. 10 at the cost of \$25.00 per ton, with the cost per mile for delivery \$4.00 for the first mile and \$0.40 for each additional mile; and

WHEREAS, upon review of the bids, the board finds Icon Environmental is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage of the city and the City of Kingsport desires to purchase from Icon Environmental Crusher Run Stone at the cost of \$26.00 per ton, Stone-TN Highway No. 68 at the cost of \$26.00 per ton, Stone-TN Highway No. 57 at the cost of \$26.00 per ton, Stone-TN Highway No. 8 at the cost of \$26.00 per ton, and Stone-TN Highway No. 10 at the cost of \$25.00 per ton, with the cost per mile for delivery \$6.50 per mile; and

WHEREAS, upon review of the bids, the board finds Glass Machinery and Excavation, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage of the city and the City of Kingsport desires to purchase from Glass Machinery and Excavation, Inc. Crusher Run Stone at the cost of \$26.00 per ton, Stone-TN Highway No. 68 at the cost of \$26.00 per ton, Stone-TN Highway No. 57 at the cost of \$26.00 per ton, Stone-TN Highway No. 8 at the cost of \$26.00 per ton, and Stone-TN Highway No. 10 at the cost of \$25.00 per ton, with the cost per mile for delivery \$6.50 per mile; and

WHEREAS, upon review of the bids, the board finds U.S. Home Solutions is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage of the city and the City of Kingsport desires to purchase from U.S. Home Solutions Crusher Rune Stone at the cost of \$55.80 per ton, Stone-TN Highway No. 57 at the cost of \$67.45 per ton, Stone-TN Highway No. 8 at the cost of \$66.45 per ton, and Stone-TN Highway No. 10 at the cost of \$66.45 per ton, with the cost for delivery included; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based upon geographical considerations as set out in the specifications of the bid; and

WHEREAS, funding is identified in various department accounts.

Now therefore,

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

SECTION I. That the bids for the purchase of various types of crushed stone for use by all city departments is awarded to Vulcan Construction Materials as set out above, and the city manager is authorized to execute purchase orders for the same.

SECTION II. That the bids for the purchase of various types of crushed stone for use by all city departments is awarded to Icon Environmental as set out above, and the city manager is authorized to execute purchase orders for the same.

SECTION III. That the bids for the purchase of various types of crushed stone for use by all city departments is awarded to Glass Machinery and Excavation, Inc. as set out above, and the city manager is authorized to execute purchase orders for the same.

SECTION IV. That the bids for the purchase of various types of crushed stone for use by all city departments is awarded to U.S. Home Solutions as set out above, and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



# MINUTES BID OPENING

April 16, 2025

4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

Stone				
Vendor:	Vulcan Materials	Icon Environmental	Glass Machinery & Excavation	US Home Solutions
Crusher Run Stone City of Kingsport	\$22.00	\$26.00	\$26.00	\$55.80
Crusher Run Stone City of Church Hill	\$22.00	\$26.00	\$26.00	\$55.80
Stone, TN Hwy. #68 City of Kingsport	\$25.00	\$26.00	\$26.00	No Bid
Stone, TN Hwy. #68 City of Church Hill	\$25.00	\$26.00	\$26.00	No Bid
Stone, TN Hwy. #57 City of Kingsport	\$25.00	\$26.00	\$26.00	\$67.45
Stone, TN Hwy. #57 City of Church Hill	\$25.00	\$26.00	\$26.00	\$67.45
Stone, TN Hwy. #8 City of Kingsport	\$25.00	\$26.00	\$26.00	\$66.45
Stone, TN Hwy. #8 City of Church Hill	\$25.00	\$26.00	\$26.00	\$66.45
Stone, TN Hwy. #10 City of Kingsport	\$25.00	\$25.00	\$25.00	\$66.45
Stone, TN Hwy. #10 City of Church Hill	\$25.00	\$25.00	\$25.00	\$66.45
FOB Point Located at:	400 Deneen Ln, Kingsport, TN	142 Bradley Creek Rd, Church Hill, TN	142 Bradley Creek Rd, Church Hill, TN	Blountville, TN
Cost Per Mile For Delivery City of Kingsport	\$4.00 First Mile \$0.40 Add. Mile	\$6.50	\$6.50	Delivery included
Cost Per Mile For Delivery City of Church Hill	\$4.00 First Mile \$0.40 Add. Mile	\$6.50	\$6.50	Delievery included \$10 cost per mile
Extension of Bid Price to Developers	No	Yes	Yes	Yes
Areas Serviced – Both, Southside, Northside	Both	Both	Both	Both

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

# MEMORANDUM

April 15, 2025

TO: Nikisha Eichmann, Assistant Procurement Manager  
FROM: Tim Elsea, Assistant Public Works Director  
SUBJECT: Asphalt, Stone & Concrete Bid Award

---

Greg Willis and I have reviewed the recent bids for Asphalt, Stone and Concrete.

Our recommendation for the Asphalt bid would be to award the bid to all four bidders (W & L Construction and Paving, Summers-Taylor, and Fuller Asphalt Materials and US Home Solutions). This would allow us to use any one of the companies based on their distance from the job site or in the event unforeseen issues arise.

Our recommendation for the Stone bid would be to award to all four bidders (Vulcan Materials Company, Glass Machinery & Excavation, Inc., Icon Environmental, and US Home Solution.). We normally get stone on an as needed basis so the proximity and location of the Vulcan quarry for City projects is very convenient. There is value in having secondary suppliers in the event unforeseen issues arise.

Our recommendation for the Concrete bid would be to award the bid to all three bidders (Summers-Taylor, Ready Mix USA, and SRM Concrete). The bids were very close and we would be able to use any of the companies based on their truck availability, or in the event unforeseen issues arise.

If you have any questions please contact me at your convenience at 229-9451.



**AGENDA ACTION FORM**

**Consideration of a Resolution Extending the Bid Award for Tire Recapping Services for FY26**

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

Action Form No.: AF-120-2025  
Work Session: May 5, 2025  
First Reading: N/A

Final Adoption: May 6, 2025  
Staff Work By: Committee  
Presentation By: R. McReynolds

---

**Recommendation:**

Approve the resolution

**Executive Summary:**

Bids were opened on May 2, 2024 for the purchase of Tire Recapping Services for use by the Fleet Maintenance Department for FY25. The City's Invitation to Bid included a renewal option clause which allows the City to renew the award for an additional 12-month period if costs are acceptable to both parties with BMA approval. It is recommended to extend the bid award for FY26 to Best One Tire of Tri-Cities at an estimated annual cost of \$61,160.00. Please see their attached memo for pricing and recommendation for renewal.

Funding is identified in various accounts.

**Attachments:**

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo & Renewal Letter

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AWARDED THE BID FOR TIRE RECAPPING SERVICES TO BEST ONE TIRE CO.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened on May 4, 2024, for tire recapping services for use by the Fleet Maintenance Department; and

WHEREAS, pursuant to Resolution No. 2025-011 the bid was awarded to Best One Tire Co.; and

WHEREAS, the specifications contained in the invitation to bid included a renewal option clause which enables city to award the purchase, on an annual basis, in one-year increments for no more than three years, provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, based on the terms of the invitation to bid and Best One Tire Co's written commitment to maintain the current pricing for the upcoming year, it is determined to be in the best interest and advantage to city to renew the award of bid for tire recapping services with Best One Tire Co., at an estimated annual cost of \$61,160.00.

Now therefore,

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

SECTION I. That the renewal of the award of bid for tire recapping services for use on an as needed basis by the Fleet Maintenance department, is approved and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## BID OPENING MINUTES

MAY 2, 2024

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Asst. Procurement Manager

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

The Procurement Manager opened with the following bids:

RECAPPING TIRE SERVICE					
Vendor:	Estimated Annual Quantity:	Snider Fleet Solutions	Southern Tire Mart	Goodyear Tire & Rubber Co.	Best One Tire Company
Tire Cap Cold MS – 11R22.5 – Gripper 22/32"	70	\$167.00	\$131.00	\$148.32	\$120.00
Tire Recap Mud and Snow – 255/70R22.5 – Gripper 22/32"	12	\$147.00	\$116.00	\$134.45	\$105.00
Tire Recap Mud & Snow – 12R22.5 – XDUS Refuse Tread 32/32"	100	\$275.00	\$195.00	\$218.72	\$175.00
Tire Recap Mud & Snow – 11R22.5 – XDUS Refuse Tread 32/32"	200	\$255.00	\$192.00	\$202.75	\$170.00

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



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

---

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** April 24, 2025  
**Re:** Recapping Tire Service Purchase Recommendation

---

This memo will serve as confirmation of my review for Tire Recapping Services.

Best One Tire of Tri-Cities has agreed to extend our current pricing for tire recapping services for another year. The services provided by Best One Tire have met our expectations and are expected to continue in the future.

It is my recommendation to renew the award for Tire Recapping Services to Best One Tire of Tri-Cities

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

Thank you.



4/23/25

To Whom It May Concern:

This letter is to certify that Best One Tire of Tri-Cities is able to auto-renew the retread bid for the next year at the current price model in place. Retreads in all sizes will be honored at the same pricing that was awarded on the last bid for the City of Kingsport.

Please contact either of us with questions/concerns.

Thank you

Jerry Turner or Jordon Browning

423-349-8624



## AGENDA ACTION FORM

### **Consideration of a Resolution to Purchase One (1) 2025 F-350 2WD Flat Bed w/Post Puller from TN State Contract # 84711**

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

Action Form No.: AF-110-2025  
Work Session: May 5, 2025  
First Reading: N/A

Final Adoption: May 6, 2025  
Staff Work By: Committee  
Presentation By: R. McReynolds

---

#### **Recommendation:**

Approve the resolution

#### **Executive Summary:**

It is the recommendation of the committee to purchase One (1) 2025 F-350 2WD Flat Bed w/Post Puller from Lonnie Cobb Ford utilizing TN State Contract # 84711 for use by Transportation Department. The Tennessee State Contracts are available for local government agencies to use. The delivery from the dealership to the agency is included in the total price of \$76,743.00. The estimated delivery date is 6-7 months after purchase orders are received.

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

These units are fleet replacements.

Funding is identified in Project/Account # 51150085019010

#### **Attachments:**

1. Resolution
2. Recommendation Memo
3. Quote
4. TN State Contract

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—



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

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE FORD F-350 FLAT BED TRUCK UTILIZING TENNESSEE STATE CONTRACT NO.: 84711; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, staff recommends the purchase of one Ford F-350 flat bed, two-wheel drive truck from Lonnie Cobb Ford utilizing Tennessee State Contract No.: 84711 for use by the Kingsport Area Transit Service (KATS); and

WHEREAS, local governments are allowed to use state contracts to purchase goods directly from holders of contracts with the state, as authorized by Tenn. Code Ann. §12-3-1201; and

WHEREAS, the city will need to submit a purchase order to Lonnie Cobb Ford for \$76,743.00; and

WHEREAS, the funding is available in project/account no.: 51150085019010.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Lonnie Cobb Ford for the purchase of one Ford F-350 flat bed truck in the amount of \$76,743.00.

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

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

ADOPTED this the 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



**FLEET MAINTENANCE DEPARTMENT**  
**City of Kingsport**

---

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** April 7, 2025  
**Re:** Fleet Replacement of 2110 Purchase Recommendation

---

It is the recommendation of this office to purchase the Fleet Replacement of unit # 2110 in the amount of \$76,743. The unit bid meets the expectations of the Transportation Department and will fulfill the requirements of their operational needs. This unit will be purchased utilizing State Wide Contract # 84711. A copy of the State Wide Contract is attached. The estimated delivery is 6-7 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	2025 F-350 2WD Flat bed w/Post Puller	Lonnie Cobb	N/A City/N/A Hwy

**The unit will be a Fleet Replacement**

The unit listed below will be replaced and disposed of utilizing the current approved City process.

The State Wide offering was reviewed by Jim Hensley and he is in agreement with this recommendation.

**Fuel Economy Improvement**

N/A

Fuel economy will be compatible with the current unit we have.

**State Wide Contract 84711**

**Cost increases from previous purchases**

Unit # 2110 – 2014 Ford F-350 Flatbed w/ Post Puller purchased on 5/22/13 for \$48,897.

This purchase cost is an increase of 56%

**Replacements**

<b>2110</b>	2014 Ford F-350 Flat bed w/Post Puller	Mileage	154,543	Hours	11,785
-------------	--	---------	---------	-------	--------

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

Thank you.





Prepared by: STEVEN BLACKSTOCK

03/07/2025

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

---

## 2025 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)

Price Level: 525

---

Re: Vehicle Proposal 03/07/2025

---

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**STEVEN BLACKSTOCK**

SWC 209

Lonnie Cobb Ford contract #84711



Prepared by: STEVEN BLACKSTOCK  
03/07/2025

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

2025 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)

Price Level: 525

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$51,655.00
Options		\$990.00
Colors		\$0.00
Upfitting		\$27,655.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$2,095.00
<b>Subtotal</b>		\$82,395.00
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	<b>MSRP</b>
fleet discount	fleet discount	-\$5,652.00
<b>Total</b>		<b>\$76,743.00</b>

Customer Signature

Acceptance Date



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

**Statewide Contract Issued to:**

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

**Contract Number: 000000000000000000084711**

Title: SWC209 Vehicles

Start Date : October 16, 2024 End Date: December 31, 2025

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

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

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

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



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

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Neely  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone: 615-741-5971  
Fax: 615-741-0684

Line Information

**Line 1**

Item ID: 1000179934  
*Police, Vehicles, Ford, Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-COBB-001

**Line 2**

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

**Line 3**

Item ID: 1000179937  
*Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-COBB-004

**Line 4**

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

**Line**

Item ID: 1000179941  
*Optional Equipment, Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-COBB-008

APPROVED: \_\_\_\_\_

CHIEF PROCUREMENT OFFICER



Digitally signed by Michael F. Perry  
DN: cn=Michael F. Perry, o=State  
of TN CPO, ou=Department of  
General Services,  
email=Mike.Perry@tn.gov, c=US  
Date: 2024.10.11 08:21:33 -05'00'

BY: \_\_\_\_\_

**Mike Neely**

PURCHASING AGENT

Digitally signed by Mike  
Neely  
Date: 2024.10.10  
16:05:40 -05'00'

DATE \_\_\_\_\_

Item X16.







## AGENDA ACTION FORM

### **Consideration of a Resolution to Purchase Two (2) 2025 Ford F-350 4WD Flat Bed W/Plow from TN State Contract # 84711**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-112-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Committee

Presentation By: R. McReynolds

---

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

It is the recommendation of the committee to purchase Two (2) 2025 Ford F-350 4WD Flat Bed W/Plow from Lonnie Cobb Ford utilizing TN State Contract # 84711 for use by Streets Maintenance Department. The Tennessee State Contracts are available for local government agencies to use. The delivery from the dealership to the agency is included in the total price. The estimated delivery date is 6-7 months after purchase orders are received.

\$78,148.00	Unit Price
\$156,296.00	Total Purchase Price

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

These units are fleet replacements.

Funding is identified in Project/Account # 51150085019010

#### **Attachments:**

1. Resolution
2. Recommendation Memo
3. Quote
4. TN State Contract

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO FORD F-350 FLAT BED FOUR-WHEEL DRIVE TRUCKS UTILIZING TENNESSEE STATE CONTRACT NO.: 84711; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, staff recommends the purchase of two Ford F-350 flat bed, four-wheel drive trucks with plow attachments from Lonnie Cobb Ford utilizing Tennessee State Contract No.: 84711 for use by the Kingsport Area Transit Service (KATS); and

WHEREAS, local governments are allowed to use state contracts to purchase goods directly from holders of contracts with the state, as authorized by Tenn. Code Ann. §12-3-1201; and

WHEREAS, the city will need to submit a purchase order to Lonnie Cobb Ford for \$156,296.00; and

WHEREAS, the funding is available in project/account no.: 51150085019010.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Lonnie Cobb Ford for the purchase of two Ford F-350 flat bed four-wheel drive trucks with plow attachments in the amount of \$156,296.00.

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

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

ADOPTED this the 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



## FLEET MAINTENANCE DEPARTMENT

### City of Kingsport

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** April 7, 2025  
**Re:** Fleet Replacement units 2140 & 2142 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for units 2140 & 2142 for the total purchase price of \$156,296.00 (\$78,148.00 each). These units meet the expectations of the Streets Maintenance and will fulfill the requirements of their operational needs. These units will be purchased through the State Wide Contract # 84711. A copy of the State Wide Contract is attached. The estimated delivery is 6-7 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	2025 Ford F-350 4WD Flat Bed w/plow	Lonnie Cobb	N/A City/N/A Hwy

#### **These unit will be a Fleet Replacements**

The units listed below will be replaced and disposed of utilizing the current approved City process.

The State Wide offerings were reviewed by Greg Willis and he is in agreement with this recommendation.

#### **Fuel Economy Improvement**

#### **State Wide Contract # 84711**

#### **Cost increases from previous purchases**

Unit # 2140 – 2014 Ford F-350 4WD Flat Bed W/Plow purchased on 6/19/13 for \$46,256.00.

This purchase cost is an increase of 68%

Unit # 2142 – 2014 Ford F-350 4WD Flat Bed W/Plow purchased on 6/19/13 for \$46,256.00.

This purchase cost is an increase of 68%

#### **Replacements**

2140	2014 Ford F-350 4WD Flat Bed w/plow	Mileage 111,037	Hours 9,760
2142	2014 Ford F-350 4WD Flat Bed w/plow	Mileage 105,972	Hours 8,915

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

Thank you.





Prepared by: STEVEN BLACKSTOCK

03/07/2025

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

---

## 2025 F-350 Chassis 4x4 SD Regular Cab 145" WB SRW XL (F3F)

Price Level: 525

---

Re: Vehicle Proposal 03/07/2025

---

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**STEVEN BLACKSTOCK**

SWC 209

Lonnie Cobb Ford contract # 84711



Prepared by: STEVEN BLACKSTOCK  
03/07/2025

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

2025 F-350 Chassis 4x4 SD Regular Cab 145" WB SRW XL (F3F)

Price Level: 525

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$53,665.00
Options		\$1,515.00
Colors		\$0.00
Upfitting		\$26,810.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$2,095.00
<b>Subtotal</b>		\$84,085.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
fleet discount	fleet discount	-\$5,937.00
<b>Total</b>		\$78,148.00

Customer Signature

Acceptance Date



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

**Statewide Contract Issued to:**

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

**Contract Number: 000000000000000000084711**

Title: SWC209 Vehicles

Start Date : October 16, 2024 End Date: December 31, 2025

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

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

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

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

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

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Neely  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone: 615-741-5971  
Fax: 615-741-0684

Line Information

**Line 1**

Item ID: 1000179934  
*Police, Vehicles, Ford, Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-COBB-001

**Line 2**

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

**Line 3**

Item ID: 1000179937  
*Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-COBB-004

**Line 4**

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

**Line**

Item ID: 1000179941  
*Optional Equipment, Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-COBB-008

APPROVED: \_\_\_\_\_

CHIEF PROCUREMENT OFFICER



Digitally signed by Michael F. Perry  
DN: cn=Michael F. Perry, o=State  
of TN CPO, ou=Department of  
General Services,  
email=Mike.Perry@tn.gov, c=US  
Date: 2024.10.11 08:21:33 -05'00'

BY: \_\_\_\_\_

PURCHASING AGENT

**Mike Neely**

Digitally signed by Mike  
Neely  
Date: 2024.10.10  
16:05:40 -05'00'

DATE \_\_\_\_\_

Item X17.







## AGENDA ACTION FORM

### **Consideration of a Resolution to Purchase Thirteen (13) 2025 Police Interceptor Utility AWD from TN State Contract # 84711**

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

Action Form No.: AF-113-2025  
Work Session: May 5, 2025  
First Reading: N/A

Final Adoption: May 6, 2025  
Staff Work By: Committee  
Presentation By: R. McReynolds

---

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

It is the recommendation of the committee to purchase Thirteen (13) 2025 Police Interceptor Utility AWD from Lonnie Cobb Ford utilizing TN State Contract # 84711 for use by Police Department. The Tennessee State Contracts are available for local government agencies to use. The delivery from the dealership to the agency is included in the total price. The estimated delivery date is 6-7 months after purchase orders are received.

\$57,991.00	Marked Unit Price (8)
\$54,065.00	Marked Unit Price (1 unbudgeted replacement for totaled unit 2567)
<u>\$53,517.00</u>	Unmarked Unit Price (4)
\$732,061.00	Total Purchase Price

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

These units are fleet replacements.

Funding is identified in Project/Account # 51150085019010

#### **Attachments:**

1. Resolution
2. Recommendation Memo
3. Quote
4. TN State Contract

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AUTHORIZING THE PURCHASE OF THIRTEEN POLICE INTERCEPTOR ALL WHEEL DRIVE VEHICLES UTILIZING TENNESSEE STATE CONTRACT NO.: 84711; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, staff recommends the purchase of 13 Ford police interceptor all-wheel drive vehicles from Lonnie Cobb Ford utilizing Tennessee State Contract No.: 84711 for use by the police department; and

WHEREAS, local governments are allowed to use state contracts to purchase goods directly from holders of contracts with the state, as authorized by Tenn. Code Ann. §12-3-1201; and

WHEREAS, the city will need to submit a purchase order to Lonnie Cobb Ford for \$732,061.00; and

WHEREAS, the funding is available in project/account no.: 51150085019010.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Lonnie Cobb Ford for the purchase of 13 Ford police interceptor all-wheel drive vehicles in the amount of \$732,061.00.

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

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

ADOPTED this the 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



## FLEET MAINTENANCE DEPARTMENT

### City of Kingsport

---

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** April 7, 2025  
**Re:** Fleet Replacement units Police Department Purchase Recommendation

---

It is the recommendation of this office to purchase the Fleet Replacement for units Police Department for the total purchase price of \$732,061.00.00. These units meet the expectations of the Police Department and will fulfill the requirements of their operational needs. These units will be purchased through the State Wide Contract # 84711. A copy of the State Wide Contract is attached. The estimated delivery is 6-7 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	13	2025 Police Interceptor Utility AWD	Lonnie Cobb	N/A City/N/A Hwy

#### **These unit will be a Fleet Replacements**

The units listed below will be replaced and disposed of utilizing the current approved City process.

The State Wide offerings were reviewed by Mike Burnette and he is in agreement with this recommendation.

#### **Fuel Economy Improvement**

#### **State Wide Contract # 84711**

#### **Cost increases from previous purchases**

This purchase cost is an increase of 21% since the Police Interceptors purchased last year.

#### **Replacements**

Will be determined when the new units arrive. One unit (2567) is an unbudgeted replacement due to an accident.

#### **Breakdown of Purchase**

Marked Units - 8	Total -	\$463,928.00
Unbudgeted Marked Unit- 1	Total -	\$54,065.00
Unmarked Units - 4	Total -	\$214,068.00
		<b>\$732,061.00</b>

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

Thank you.



Marked Units

SWC 209  
Lonnie Cobb Ford contract # 84711

---

2025 Police Interceptor Utility AWD Base (K8A)  
Price Level: 515

---

**Client Proposal**

Prepared by:  
STEVEN BLACKSTOCK  
Office: 731-989-2121  
Date: 11/27/2024





Prepared by: STEVEN BLACKSTOCK  
11/27/2024

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

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$49,515.00
Options		-\$1,750.00
Colors		\$0.00
Upfitting		\$13,390.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,595.00
<b>Subtotal</b>		\$62,750.00
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	<b>MSRP</b>
fleet discount	fleet discount	-\$4,759.00
<b>Total</b>		<b>\$57,991.00</b>

Customer Signature

Acceptance Date



Prepared by: STEVEN BLACKSTOCK

02/19/2025

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

---

**2025 Police Interceptor Utility AWD Base (K8A)**

Price Level: 515

---

Re: Vehicle Proposal 02/19/2025

---

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**STEVEN BLACKSTOCK**

SWC 209

Lonnie Cobb Ford contract # 84711





Prepared by: STEVEN BLACKSTOCK  
02/19/2025

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

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$49,515.00
Options		-\$1,750.00
Colors		\$0.00
Upfitting		\$9,519.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,595.00
<b>Subtotal</b>		\$58,879.00
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	<b>MSRP</b>
fleet discount	fleet discount	-\$4,814.00
<b>Total</b>		<b>\$54,065.00</b>

Customer Signature

Acceptance Date



Prepared by: STEVEN BLACKSTOCK

04/03/2025

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

---

## 2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

---

Re: Vehicle Proposal 04/03/2025

---

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**STEVEN BLACKSTOCK**

SWC 209

Lonnie Cobb Ford contract # 84711



Prepared by: STEVEN BLACKSTOCK  
04/03/2025

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

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$49,515.00
Options		-\$1,750.00
Colors		\$0.00
Upfitting		\$8,916.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,595.00
<b>Subtotal</b>		<b>\$58,276.00</b>
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
fleet discount	fleet discount	-\$4,759.00
<b>Total</b>		<b>\$53,517.00</b>

Customer Signature

Acceptance Date



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

**Statewide Contract Issued to:**

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

**Contract Number: 000000000000000000084711**

Title: SWC209 Vehicles

Start Date : October 16, 2024 End Date: December 31, 2025

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

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

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

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

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

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Neely  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone: 615-741-5971  
Fax: 615-741-0684

Line Information

**Line 1**

Item ID: 1000179934  
*Police, Vehicles, Ford, Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-COBB-001

**Line 2**

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

**Line 3**

Item ID: 1000179937  
*Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-COBB-004

**Line 4**

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

**Line**

Item ID: 1000179941  
*Optional Equipment, Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-COBB-008

APPROVED: \_\_\_\_\_

CHIEF PROCUREMENT OFFICER



Digitally signed by Michael F. Perry  
DN: cn=Michael F. Perry, o=State  
of TN CPO, ou=Department of  
General Services,  
email=Mike.Perry@tn.gov, c=US  
Date: 2024.10.11 08:21:33 -05'00'

BY: \_\_\_\_\_

**Mike Neely**

PURCHASING AGENT

Digitally signed by Mike  
Neely  
Date: 2024.10.10  
16:05:40 -05'00'

DATE \_\_\_\_\_

Item X18.



## AGENDA ACTION FORM

### **Consideration of a Resolution Awarding the Bid for Contracted Truck Hauling for FY26**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-111-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Committee

Presentation By: R. McReynolds

---

#### **Recommendation:**

Approve the resolution

#### **Executive Summary:**

Bids were opened on April 17, 2025 for Contracted Truck Hauling for use by the Public Works Department for FY26 on an as needed basis. It is recommended to award the bid to American Environmental, Glass Machinery & Excavation, Inc., JTB Construction, Icon Environmental LLC, Sitework Services, Inc., & Container Man. at an estimated annual cost of \$60,000. Please see attached bid minutes for diesel cost per gallon.

Funding is identified in various department accounts.

#### **Attachments:**

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

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AWARDDING THE BID FOR CONTRACTED TRUCK HAULING FOR FISCAL YEAR 2026 TO AMERICAN ENVIRONMENTAL, LLC, GLASS MACHINERY AND EXCAVATION, INC., JTB CONSTRUCTION, ICON ENVIRONMENTAL, LLC, SITEWORK SERVICES, INC., AND CONTAINER MAN, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 17, 2025, for contracted truck hauling services to serve the public works department on an as needed basis; and

WHEREAS, upon review of bids, the board finds American Environmental, LLC, Glass Machinery & Excavation, Inc., JTB Construction, Icon Environmental, LLC, Sitework Services, Inc., & Container Man are the lowest responsible compliant bidders meeting specifications for a particular grade or class of material, work, or service desired and is in the best interest and advantage of the city and the City of Kingsport desires to purchase contracted truck hauling from American Environmental, LLC, Glass Machinery & Excavation, Inc., JTB Construction, Icon Environmental, LLC, Sitework Services, Inc., & Container Man, LLC at an estimated annual cost of \$60,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based upon geographical considerations as set out in the specifications of the bid; and

WHEREAS, funding is identified in various department accounts.

Now therefore,

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

SECTION I. That the bids for the purchase of various types of asphalt for use by all city departments are awarded to American Environmental, LLC, Glass Machinery & Excavation, Inc., JTB Construction, Icon Environmental, LLC, Sitework Services, Inc., & Container Man, LLC, at an annual estimated cost of \$60,000.00, and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 6th day of May, 2025.

---

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



# MINUTES BID OPENING

April 16, 2025

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Sandra Sloan, Assistant Procurement Manager School

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

The Procurement Manager opened with the following bids:

Contracted Truck Hauling						
Vendor:	Glass Machinery & Excavation	JTB Construction	American Environmental	Icon Environmental LLC	Sitework Services Inc.	Container Man
\$2.00	\$115.00	\$140.00	\$130.00	\$115.00	\$114.20	\$116.25
\$2.25	\$117.00	\$140.00	\$130.00	\$117.00	\$114.40	\$118.00
\$2.50	\$119.00	\$140.00	\$130.00	\$119.00	\$114.60	\$119.75
\$2.75	\$121.00	\$140.00	\$130.00	\$121.00	\$114.80	\$121.00
\$3.00	\$123.00	\$140.00	\$130.00	\$123.00	\$115.00	\$123.25
\$3.25	\$125.00	\$142.00	\$130.00	\$125.00	\$115.20	\$125.00
\$3.50	\$127.00	\$144.00	\$130.00	\$127.00	\$115.40	\$126.75
\$3.75	\$129.00	\$146.00	\$130.00	\$129.00	\$115.60	\$128.50
\$4.00	\$131.00	\$148.00	\$130.00	\$131.00	\$115.80	\$130.25
\$4.25	\$133.00	\$150.00	\$130.00	\$133.00	\$116.00	\$132.00
\$4.50	\$135.00	\$152.00	\$130.00	\$135.00	\$116.20	\$133.75
\$4.75	\$137.00	\$154.00	\$130.00	\$137.00	\$116.40	\$135.50
\$5.00	\$139.00	\$156.00	\$130.00	\$139.00	\$116.60	\$137.25
\$5.25	\$141.00	\$158.00	\$132.00	\$141.00	\$116.80	\$139.00
\$5.50	\$143.00	\$160.00	\$134.00	\$143.00	\$117.00	\$140.75
\$5.75	\$145.00	\$162.00	\$136.00	\$145.00	\$117.20	\$142.50
\$6.00	\$147.00	\$164.00	\$138.00	\$147.00	\$117.40	\$144.25
\$6.25	\$149.00	\$166.00	\$140.00	\$149.00	\$117.60	\$146.00
\$6.50	\$151.00	\$168.00	\$142.00	\$151.00	\$117.80	\$147.75
\$6.75	\$153.00	\$170.00	\$144.00	\$153.00	\$118.00	\$149.50
\$7.00	\$155.00	\$172.00	\$146.00	\$155.00	\$118.20	\$151.25
\$7.25	\$157.00	\$174.00	\$148.00	\$157.00	\$118.40	\$153.00
\$7.50	\$159.00	\$176.00	\$150.00	\$159.00	\$118.60	\$154.75

\$7.75	\$161.00	\$178.00	\$152.00	\$161.00	\$118.80	\$156.50
\$8.00	\$163.00	\$180.00	\$154.00	\$163.00	\$119.00	\$158.25
\$8.25	\$165.00	\$182.00	\$156.00	\$165.00	\$119.20	\$160.00
\$8.50	\$167.00	\$184.00	\$158.00	\$167.00	\$119.40	\$161.75
\$8.75	\$169.00	\$186.00	\$160.00	\$169.00	\$119.60	\$163.50
\$9.00	\$171.00	\$188.00	\$162.00	\$171.00	\$119.80	\$165.25
\$9.25	\$173.00	\$190.00	\$164.00	\$173.00	\$120.00	\$167.00
\$9.50	\$175.00	\$192.00	\$166.00	\$175.00	\$120.20	\$168.75
\$9.75	\$177.00	\$194.00	\$168.00	\$177.00	\$120.40	\$170.50
\$10.00	\$179.00	\$196.00	\$170.00	\$179.00	\$120.60	\$172.25
\$10.25	\$181.00	\$198.00	\$172.00	\$181.00	\$120.80	\$174.00
\$10.50	\$183.00	\$200.00	\$174.00	\$183.00	\$121.00	\$175.75
\$10.75	\$185.00	\$202.00	\$176.00	\$185.00	\$121.20	\$177.50
\$11.00	\$187.00	\$204.00	\$178.00	\$187.00	\$121.40	\$179.25
\$11.25	\$189.00	\$206.00	\$180.00	\$189.00	\$121.60	\$181.00
\$11.50	\$191.00	\$208.00	\$182.00	\$191.00	\$121.80	\$182.75
\$11.75	\$193.00	\$210.00	\$184.00	\$193.00	\$122.00	\$184.50
\$12.00	\$195.00	\$212.00	\$186.00	\$195.00	\$122.20	\$186.25
\$12.25	\$197.00	\$214.00	\$188.00	\$197.00	\$122.40	\$188.00
\$12.50	\$199.00	\$216.00	\$190.00	\$199.00	\$122.60	\$189.75
\$12.75	\$201.00	\$218.00	\$192.00	\$201.00	\$122.80	\$191.50
\$13.00	\$203.00	\$220.00	\$194.00	\$203.00	\$123.00	\$193.25
\$13.25	\$205.00	\$222.00	\$196.00	\$205.00	\$123.20	\$195.00
\$13.50	\$207.00	\$224.00	\$198.00	\$207.00	\$123.40	\$196.75
\$13.75	\$209.00	\$226.00	\$200.00	\$209.00	\$123.60	\$198.50
\$14.00	\$211.00	\$228.00	\$202.00	\$211.00	\$123.80	\$200.25
\$14.25	\$213.00	\$230.00	\$204.00	\$213.00	\$124.00	\$202.00
\$14.50	\$215.00	\$232.00	\$206.00	\$215.00	\$124.20	\$203.75
\$14.75	\$217.00	\$234.00	\$208.00	\$217.00	\$124.40	\$205.50
\$15.00	\$219.00	\$236.00	\$210.00	\$219.00	\$124.60	\$207.25

Prices submitted are based on an hourly rate

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

MEMORANDUM

April 21, 2025

TO: Nikisha Eichmann, Assistant Procurement Manager  
FROM: Tim Elsea, Assistant Public Works Director  
SUBJECT: Contracted Truck Hauling Bid Award

---

Greg Willis and I have reviewed the recent bids for Contracted Truck Hauling.

Our recommendation for the Contracted Truck Hauling would be to award the bid to all six bidders (American Environmental, Glass Machinery & Excavation, Inc., JTB Construction, Icon Environmental LLC, Sitework Services Inc., and Container Man). This allows us flexibility to use any of the companies based on their availability.

If you have any questions please contact me at your convenience at 229-9451.



## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the Mayor to Execute Two Contracts Between the City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-103-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Staff

Presentation By: Ryan McReynolds

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Each year the City of Kingsport enters into agreements with the State for reimbursement of maintenance performed on state routes in the city limits. Tracked on a monthly basis, these activities are performed by Traffic Engineering, Street Maintenance and Right-of-Way Maintenance. The main agreement includes Stone Drive, Center Street, Fort Henry Drive, Lynn Garden Drive, Industry Drive, Wilcox Drive, Memorial Boulevard and limited portions of Rock Springs Road, Rock Springs Drive and Poplar Grove. Maintenance activities for this agreement include shoulder work, snow removal, spot patching, ditch work, crack sealing, painting and striping, sweeping, mowing and litter control. Most costs are reimbursed at \$0.17 per square yard. Reimbursement is limited to 12 litter control cycles and 6 mowing cycles annually. The limiting amount of the contract is \$289,784.37 for FY 2026. Total roadway surface equals 1,592,301 square yards. Mowing acreage totals 201 at \$50 per acre, and litter control covers 150.72 miles at \$60 per mile.

A separate agreement covers mowing and litter control for John B. Dennis and a limited portion of I-26 between Rock Springs and Meadowview Parkway. This agreement includes 831 acres of mowing at \$50 per acre, and 294.84 miles of litter control at \$60 per mile for a limiting contract amount of \$59,240.40 in FY 2026.

Reimbursement is requested no more than monthly based on the terms of the contract. The reimbursement rates included in each agreement did not change from FY2025 to FY2026.

#### **Attachments:**

1. Resolution
2. Agreements

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FISCAL YEAR 2026 WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF MAINTENANCE ACTIVITIES PERFORMED ON DESIGNATED STATE HIGHWAY ROUTES LOCATED WITHIN THE KINGSPORT CITY LIMITS; EXECUTE A CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MOWING AND LITTER CONTROL ON JOHN B. DENNIS HIGHWAY AND INTERSTATE 26; AND EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

WHEREAS, the city desires to enter into a contract for fiscal year 2026 with the State of Tennessee Department of Transportation (TDOT) for reimbursement of maintenance activities performed on designated state highway routes located within the Kingsport city limits; and

WHEREAS, the routes included in the contract are Stone Drive, Center Street, Fort Henry Drive, Lynn Garden Drive, Industry Drive, Wilcox Drive, Memorial Boulevard, limited portions of Rock Springs Road, Rock Springs Drive, Poplar Grove, John B. Dennis Highway and a portion of I-26; and

WHEREAS, the maintenance activities include shoulder work, snow removal, spot patching, ditch work, crack sealing, painting and striping, sweeping, mowing and litter control; and

WHEREAS, the maximum amount of the maintenance contract is \$289,784.37 for fiscal year 2026; and

WHEREAS, the contract for mowing and litter control for John B. Dennis and limited portion of Interstate 26 includes 831 acres of mowing and 24.57 miles of litter control for a total contract amount of \$59,240.40.

Now therefore,

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

SECTION I. That an agreement with the State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with the State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**CONTRACT**

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and the City of Kingsport, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001562 Contract #: CMA 2614

**A. SCOPE OF SERVICES:**

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.

A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.

A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.

A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.

A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.

A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2025 ("Effective Date"), and extend for a period of twelve (12) 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 eighty-nine thousand seven hundred eighty-four dollars and thirty-seven cents (\$289,784.37). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities	See Exhibit A
If included herein "Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brandon Worley

3213 North Roan Street Johnson City, TN 37601

a. Each invoice shall clearly and accurately detail all of the following required 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 Transportation
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
  - (6) Contractor Name
  - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
  - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
  - (9) Contractor Remittance Address
  - (10) Description of Delivered Service
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
    - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
    - iv. Amount Due by Service
    - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) only be submitted for completed service and shall not include any charge for future work;
  - (3) not include sales tax or shipping charges; and
  - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice 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 matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

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, which 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 documentation properly completed.

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. STANDARD TERMS AND CONDITIONS:**

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

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

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. 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 violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

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

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. 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, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) 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.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

D.10. 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.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon 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 such 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 hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, 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 relating hereto, whether written or oral.

D.19. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part 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, these special terms and conditions shall control.

E.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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brandon Worley  
Operations District Supervisor  
State of Tennessee Department of Transportation  
3213 North Roan Street,  
Johnson City, TN 37601  
[brandon.worley@tn.gov](mailto:brandon.worley@tn.gov)  
Telephone # 423-282-0651  
Fax # 423-854-5310

The Contractor:  
Michael Thompson Public Works Director  
City of Kingsport  
415 Board Street  
Kingsport, TN 37660-4237  
[MichaelThompson@kingsporttn.gov](mailto:MichaelThompson@kingsporttn.gov)  
Telephone # 423-229-9470  
FAX # 423-224-2756

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

[Acknowledgements and Exhibits 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 an agreement with the Tennessee Department of Transportation for maintenance along John B. Dennis Highway and Interstate 26 consisting of mowing and litter removal, 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, an agreement with the State of Tennessee Department of Transportation for mowing and litter removal along John B. Dennis Highway and Interstate 26 and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and The City of Kingsport, hereinafter referred to as the "Contractor," is for the provision of a special agreement for (mowing, litter, sweeping)), as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001562 Contract #: CMA 2615

**A. SCOPE OF SERVICES:**

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.

A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.

A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.

A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.

A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.

A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2025 ("Effective Date"), and extend for a period of twelve (12) 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.

**PAYMENT TERMS AND CONDITIONS:**

B.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed fifty-nine thousand two hundred forty dollars and forty cents (\$59,240.40). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

B.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

B.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities	See Exhibit A

If included herein "Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B
--	---------------

B.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

B.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brandon Worley  
3213 North Roan Street  
Johnson City, TN 37601

a. Each invoice shall clearly and accurately detail all of the following required 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 Transportation
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
  - (6) Contractor Name
  - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
  - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
  - (9) Contractor Remittance Address
  - (10) Description of Delivered Service
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
    - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
    - iv. Amount Due by Service
    - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) only be submitted for completed service and shall not include any charge for future work;
  - (3) not include sales tax or shipping charges; and
  - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

B.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 matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

B.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

B.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, which are or shall become due and payable to the State of Tennessee by the Contractor.

B.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

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.

**C. STANDARD TERMS AND CONDITIONS:**

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

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

C.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

C.4. 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 violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

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

C.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

C.7. 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, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

C.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) 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.

C.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

C.10. 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.

C.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

C.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon 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 such 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 hereto.

C.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

C.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

C.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

C.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

C.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

C.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, 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 relating hereto, whether written or oral.

C.19. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

C.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**D. SPECIAL TERMS AND CONDITIONS:**

D.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brandon Worley Maintenance Team Lead  
State of Tennessee Department of Transportation  
3213 North Roan Street,  
Johnson City, TN 37601  
[brandon.worley@tn.gov](mailto:brandon.worley@tn.gov)  
Telephone # 423-282-0651  
FAX # 423-854-5310

The Contractor:

Michael Thompson Public Works Director  
City of Kingsport  
415 Board Street  
Kingsport, TN 37660-4237

[MichaelThompson@kingsporttn.gov](mailto:MichaelThompson@kingsporttn.gov)

Telephone # 423-229-9470

FAX # 423-224-2756

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

D.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

[Acknowledgements and Exhibits 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 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 6th day of May, 2025.

---

PAUL W. MONTGOMERY, MAYOR

ATTEST:

---

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

---

RODNEY B. ROWLETT, III, CITY ATTORNEY

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and the City of Kingsport, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001562  
Contract #: CMA 2614

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2025 ("Effective Date"), and extend for a period of twelve (12) 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 eighty-nine thousand seven hundred eighty-four dollars and thirty-seven cents (\$289,784.37). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<b>Service Description</b>	<b>Amount</b> (per compensable increment)
Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities	See Exhibit A
If included herein "Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brandon Worley  
3213 North Roan Street  
Johnson City, TN 37601

- a. Each invoice shall clearly and accurately detail all of the following required 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 Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
  - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
  - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
  - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
  - iv. Amount Due by Service
  - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice 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 matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

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, which 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 documentation properly completed.

- 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. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. 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 violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. 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, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) 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.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. 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.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon 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 such 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 hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, 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 relating hereto, whether written or oral.

- D.19. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part 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, these special terms and conditions shall control.
- E.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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brandon Worley  
Operations District Supervisor  
State of Tennessee Department of Transportation  
3213 North Roan Street, Johnson City, TN 37601  
[brandon.worley@tn.gov](mailto:brandon.worley@tn.gov)  
Telephone # 423-282-0651  
Fax # 423-854-5310

The Contractor:

Michael Thompson  
Public Works Director  
City of Kingsport  
415 Board Street Kingsport, TN 37660-4237  
[MichaelThompson@kingsporttn.gov](mailto:MichaelThompson@kingsporttn.gov)  
Telephone # 423-229-9470  
FAX # 423-224-2756

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD)

as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

THE CITY OF KINGSPORT:

---

CONTRACTOR SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

---

CONTRACTOR ATTORNEY SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

---

HOWARD H. ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

---

LESLIE SOUTH, GENERAL COUNSEL

DATE

GUIDELINES COVERING MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items, where applicable, are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

\*\* Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
2. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Storm drainage
4. Traffic control signs and signals and any other traffic control or monitoring devices.
5. Street lighting
6. Street name signs
7. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
8. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers through municipalities.

Item X110.



ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

Approved Maximum Reimbursement Per Square Yard:		\$	0.17										
Total Roadway Surface Area (YD^2):			1592301										
Calculated Maximum Reimbursement (Roadway Surface):		\$	270,691.17										

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundry Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR001	West Stone Drive	BEGIN	Kaywood Avenue	1G	No	39.84	40.9	5596.8	102	16	5210	58220.40
SR001	West Stone Drive	CHANGE	Netherland Inn Rd.	1G	No	40.9	41.3	2112	97	22	2976	19786.67
SR001	West Stone Drive	CHANGE	Hawkins/Sullivan County Line	1G	No	0	1.33	7022.4	98	20	9823	66643.13
SR001	West Stone Drive	CHANGE	Afton Street	1F	No	1.33	1.65	1689.6	86	16	2667	13478.07
SR001	East Stone Drive	CHANGE	End of I-26 W Ramp towards K	1D	No	1.97	7.42	28776	102	11	2020	324108.00
SR001	East Stone Drive	CHANGE	Beechnut Drive	1G	No	6.46	8.44	10454.4	99	27	11992	103006.40
SR001	East Stone Drive	END	Ollis Bowers Hill	1G	No	8.44	11.56	16473.6	98	30	51678	127701.20
SR036	Kingsport Highway	BEGIN	Regency Drive	1C	No	2.271	2.703	2280.96	24	0	0	6082.56
SR036	Kingsport Highway	CHANGE	I-81 Ramps	1C	No	2.703	3	1568.16	75	20	344	12724.00
SR036	Kingsport Highway	CHANGE	Colonial Heights	1C	No	3	4.37	7233.6	70	18	2080	54181.33
SR036	Fort Henry Drive	CHANGE	Overhead CSX Railroad	1G	No	4.37	5.36	5227.2	74	32	6902	36077.20
SR036	Fort Henry Drive	CHANGE	Kenridge Street	1D	No	5.36	6.47	5860.8	76	9	500	48991.20
SR036	Fort Henry Drive	CHANGE	SR 93	1D	No	6.47	7.819	7122.72	65	13	1294	50147.87
SR036	Fort Henry Drive	CHANGE	Indian Ct	1F	No	7.819	8.38	2962.08	66	19	4227	17494.92
SR036	West Center Street	CHANGE	Prospect Drive	1D	No	8.38	10.54	11404.8	60	0	0	76032.00
SR036	West Center Street	END	90 Degree Right Turn	1D	No	10.54	13.56	15945.6	44	9	1157	76799.27
SR093	Sullivan Gardens	BEGIN	Sullivan Gardens Drive	1D	No	4.48	5.01	2798.4	82	0	0	25496.53
SR093	Sullivan Gardens	CHANGE	Galemont Drive	1D	No	5.01	6.2	6283.2	65	21	1330	44048.67
SR093	John B. Dennis	CHANGE	End Crossover	1D	No	6.2	7.15	5016	98	22	5082	49536.67
SR093	John B. Dennis	END	Brookside Drive	1G	No	11.92	13.71	9451.2	98	16	13958	88955.07

SR126	South Wilcox Drive	BEGIN	SR 93	1F	No	0	0.445	2349.6	67	11	2284	15207.47
SR126	South Wilcox Drive	SHIFT	90 Degree Right Turn	1D	No	0.445	1.006	2962.08	78	0	0	25671.36
SR126	South Wilcox Drive	CHANGE	Haga Road	1D	No	1.006	1.23	1182.72	62	0	0	8147.63
SR126	South Wilcox Drive	CHANGE	Ward Place	1D	No	1.23	1.9	3537.6	78	0	0	30659.20
SR126	South Wilcox Drive	CHANGE	Overhead CSX Railroad	1D	No	1.9	2.18	1478.4	75	0	0	12320.00
SR126	South Wilcox Drive	CHANGE	Industry Drive	1F	No	2.18	2.52	1795.2	66	0	0	13164.80
SR126	North Wilcox Drive	CHANGE	Lincoln Street	1F	No	2.52	3.11	3115.2	44	21	4848	10381.87
SR126	Memorial Blvd.	CHANGE	East Center Street	1F	No	3.11	3.32	1108.8	88	13	938	9903.60
SR126	Memorial Blvd.	CHANGE	Kenmore Drive	1F	No	3.32	4.41	5755.2	60	15	3375	34993.00
SR126	Memorial Blvd.	CHANGE	Light at End of Control Access	1A	No	4.41	4.55	739.2	85	26	678	6303.33
SR126	Memorial Blvd.	CHANGE	Stratford Road	1A	No	4.55	4.895	1821.6	38	12	226	7465.20
SR 126	Memorial Blvd.	END	Old Stage Rd.	1A	No	4.895	5.81	4831.2	36	0	0	19324.80
SR346	West Carter Valley Rd	BEGIN	Mcconnell Rd.	1A	No	0.7	1.92	6441.6	22	0	0	15746.13
SR347	Poplar Grove Rd	BEGIN	Oak Forest Pl.	1A	No	8.5	10.62	11193.6	20	0	0	24874.67
SR355	Industrial Drive	BEGIN	SR 126	1B	No	0	2.1	11088	36	0	0	44352.00
SR355	Industrial Drive	CHANGE	Ft. Robinson Drive	1C	No	2.1	2.35	1320	60	11	1002	7798.00
SR355	Industrial Drive	END	Lynn Garden Drive	1C	No	2.35	2.58	1214.4	48	0	0	6476.80
						<b>Total Length (mi.):</b>		41.139	<b>Total Roadway Surface:</b>			1592301

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres that the Contractor will maintain under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

		Approved Mowing Reimbursement Per Acre:	\$ 50.00					
		Calculated Maximum Reimbursement (Mowing):	\$ 10,050.00					
Mowing Inventory Worksheet								
Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
SR001(Hawk)	1G	39.88	41.36	1.755		1.755	6	10.53
SR001(Sullivan)	1G	6.83	11.48	13.172		13.172	6	79.032
SR036	1G	4.37 / 7.75	5.36 / 8.38	3.01		3.01	6	18.06
SR093	1G	6.08	7.16	1.995		1.995	6	11.97
SR093	1G	11.90	13.80	10.9		10.9	6	65.4
SR126	1F	0.0 / 2.09	0.26 / 4.47	2.55		2.55	6	15.3
SR355	1F	2.05	2.21	0.08		0.08	6	0.48
						Total Contract Area (acres):		201

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible length of litter removal in linear miles, which the Contractor will maintain under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

		Approved Litter Reimbursement Per Mile:	\$ 60.00							
		Calculated Maximum Reimbursement (Litter):	\$ 9,043.20							
<b>Litter Inventory Worksheet</b>										
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
SR001	1G	39.84 / 6.83	2.31 / 11.44	6.81	1	6.81	\$ 60.00	12	81.72	\$ 4,903.20
SR036	1G	4.37 / 7.75	5.36 / 8.38	1.33	1	1.33	\$ 60.00	12	15.96	\$ 957.60
SR093	1G	6.08	7.19	1.11	1	1.11	\$ 60.00	12	13.32	\$ 799.20
SR093	1G	11.9	13.8	1.9	1	1.9	\$ 60.00	12	22.8	\$ 1,368.00
SR126	1F	0.0 / 2.09	0.26 / 4.47	1.31	1	1.31	\$ 60.00	12	15.72	\$ 943.20
SR355	1F	2.047	2.211	0.1	1	0.1	\$ 60.00	12	1.2	\$ 72.00
<b>Total Contract Litter (mi.):</b>									150.72	\$ 9,043.20

# CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

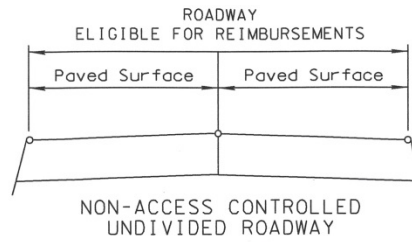


FIGURE 1A

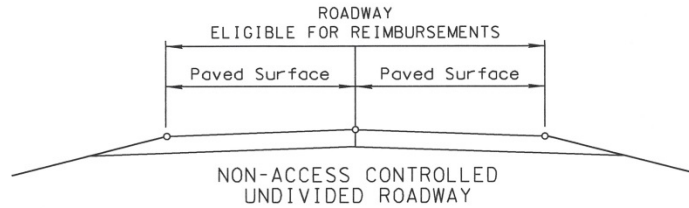


FIGURE 1B

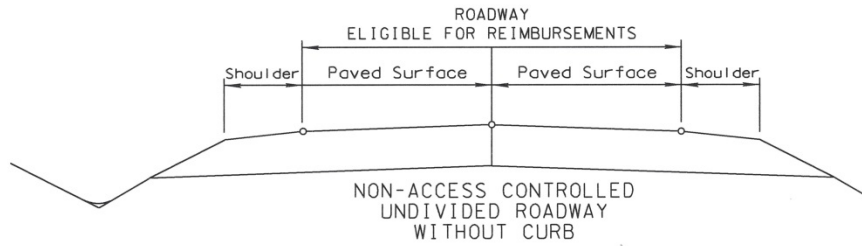


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

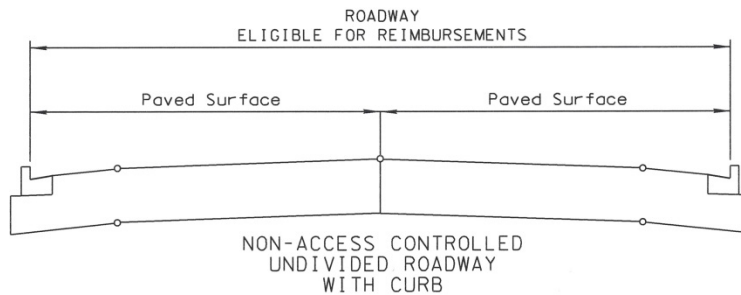


FIGURE 1D

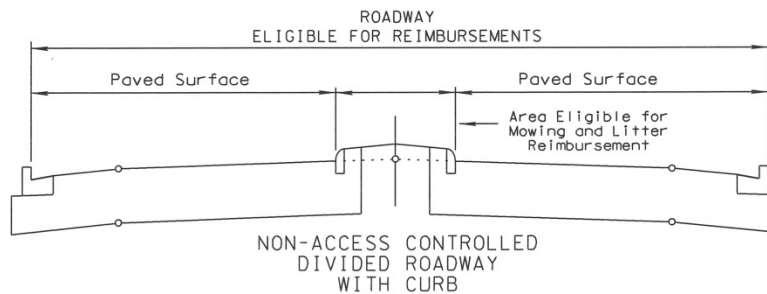


FIGURE 1E

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

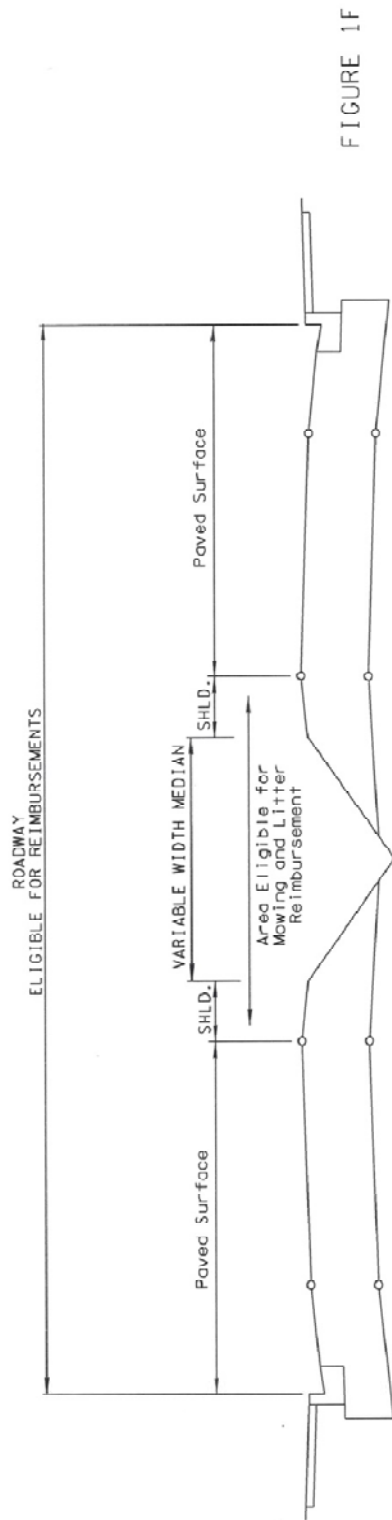


FIGURE 1F

NON-ACCESS CONTROLLED  
DIVIDED ROADWAY WITH CURB

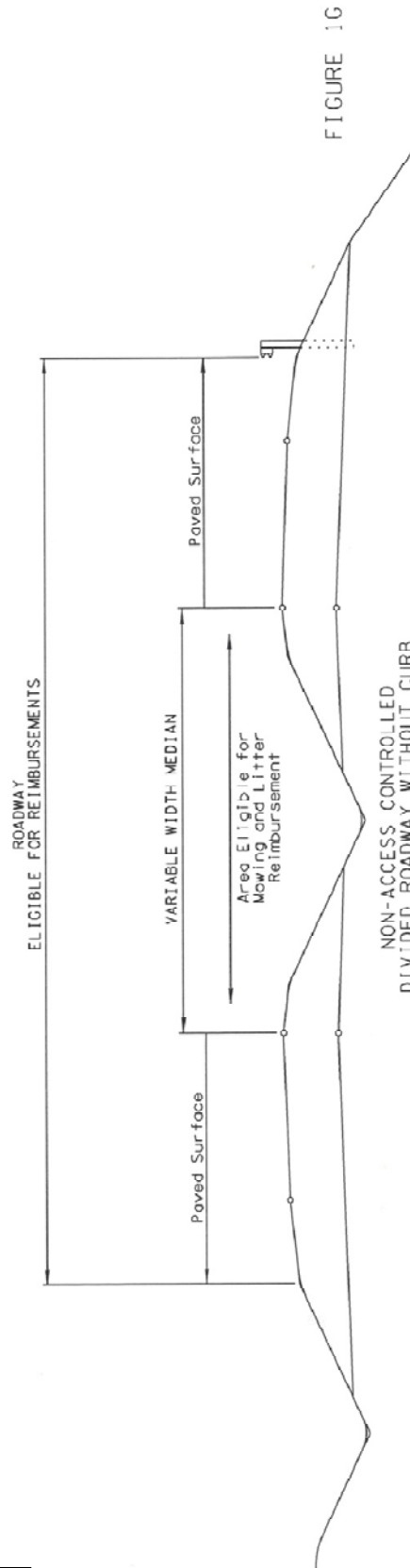


FIGURE 1G

NON-ACCESS CONTROLLED  
DIVIDED ROADWAY WITHOUT CURB

NOTE:  
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES  
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

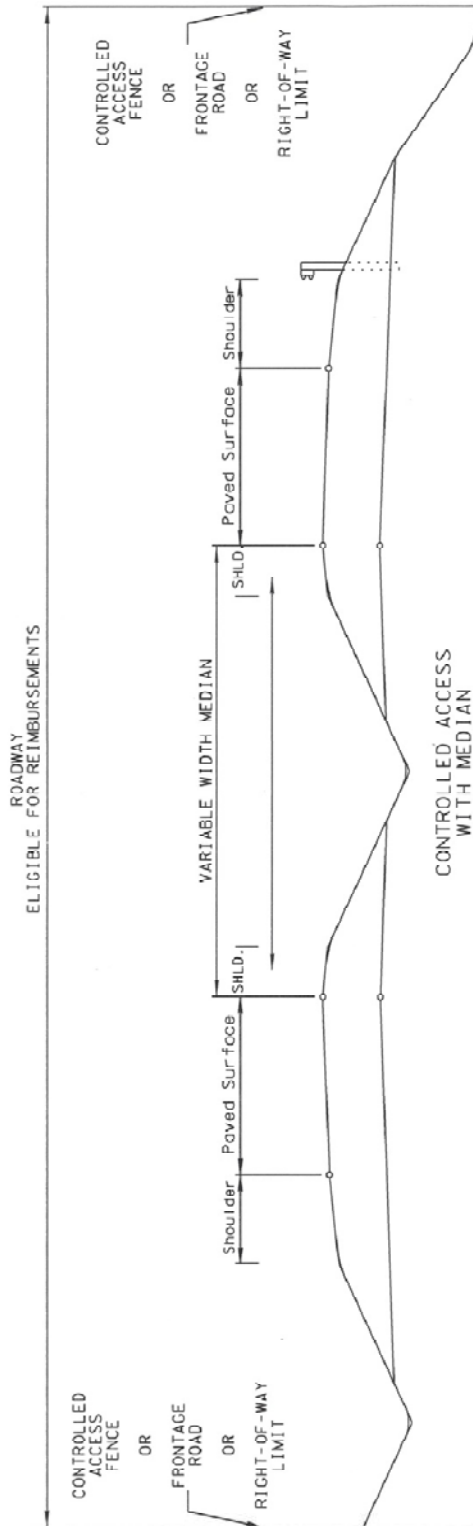


FIGURE 2A

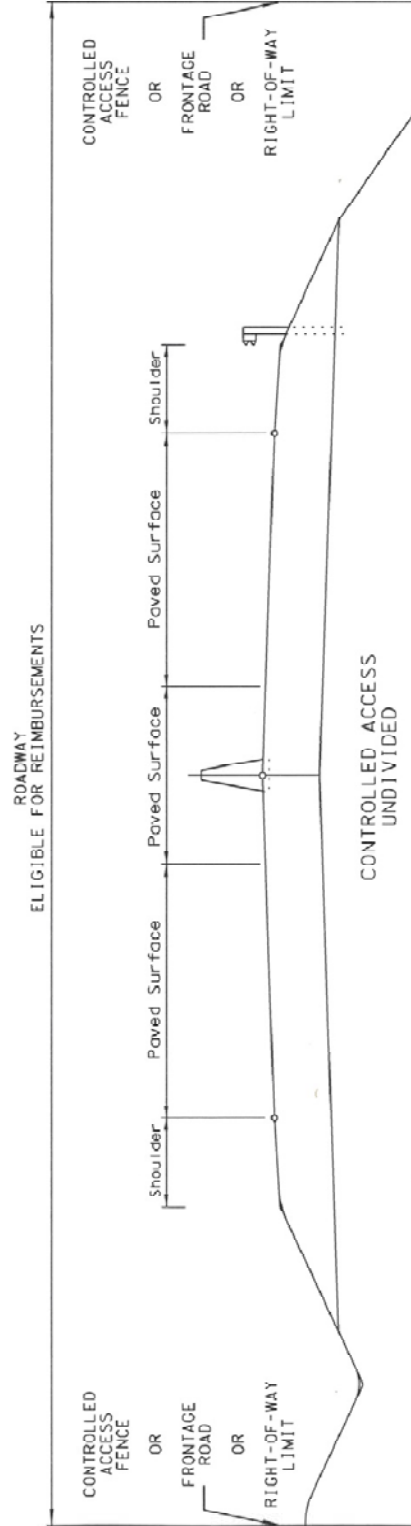


FIGURE 2B

**"EXHIBIT B"**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2025-2026 FISCAL YEAR**

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	0.14	MI
2	TRUCK, PICKUP	0.37	MI
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	0.43	MI
4	TRUCK, ¾ TO 1 TON 4X4	0.55	MI
5	TRUCK, UTILITY/SERVICE BODY	0.69	MI
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	MI
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	MI
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	MI
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	MI
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	1.52	MI
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	1.99	MI
12	TRUCK, STAKE OR FLATBED OVER 20,000	3.05	MI
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	MI
14	TRUCK, TRACTOR SINGLE AXLE	2.99	MI
15	TRUCK, TRACTOR TANDEM AXLE	3.14	MI
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	151.75	HR
17	SWEEPER, TRUCK MOUNTED	207.14	HR
18	SWEEPER, SELF-PROPELLED	109.14	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	64.36	HR
21	TRUCK, EXCAVATOR	219.15	HR
22	TRUCK, REFUSE COLLECTION	2.34	MI
23	TRACTOR, W/SWEEPER	65.87	HR
24	TRACTOR, W/DITCHER	127.11	HR
25	TRACTOR, WHEEL	100.52	HR
26	CHIPPER, BRUSH	71.09	HR
27	TRAILER, TILT	8.30	HR
28	TRAILER, PLATFORM OR GENERAL	29.00	HR
29	TRAILER, LOW BOY TANDEM	20.75	HR
30	JOINT & CRACK SEALING MACHINE	56.73	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	75.60	HR
32	PAVER, ASPHALT SELF-PROPELLED	148.60	HR
33	PAVER, ASPHALT PULL TYPE	0.00	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	51.39	HR
35	CHIP SPREADER MACHINE	108.96	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	164.26	HR



**"EXHIBIT B"**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2025-2026 FISCAL YEAR**

	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	152.68	HR
38	TRACTOR, CRAWLER (DOZER)	165.69	HR
39	MOTOR GRADER	108.46	HR
40	BACKHOE	75.28	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	81.19	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	69.58	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	113.29	HR
44	LOADER, FRONT END TRACK TYPE	91.92	HR
45	LOADER, SKID-STEER	103.56	HR
46	PROFILER, MILLING MACHINE	520.01	HR
47	ROLLER, WALK BEHIND	8.73	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	170.30	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	52.02	HR
50	GENERATOR, PORTABLE	51.80	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	63.18	HR
52	WELDER, PORTABLE OR PULL TYPE	11.35	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	59.12	HR
54	CURBING MACHINE	139.00	HR
55	PAINT MACHINE, WALK BEHIND	72.36	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	176.15	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	41.41	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	101.08	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	3.82	HR
60	MESSAGE SIGN, TRAILER MOUNTED	3.82	HR
61	LIGHT TOWER, TRAILER MOUNTED	32.47	HR
62	TRUCK MOUNTED ATTENUATOR	4.71	HR

**"EXHIBIT B"**

**CITY OF KINGSFORT**

**MAXIMUM ALLOWABLE LABOR RATES**

**(To be supplied by the City at this time)**

**Beginning July 1, 2025 and ending June 30, 2026**

<b>Job Title Classification</b>	<b>Low Rate</b>	<b>High Rate</b>

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and The City of Kingsport, hereinafter referred to as the "Contractor," is for the provision of a special agreement for (mowing, litter, sweeping)), as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001562  
Contract #: CMA 2615

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2025 ("Effective Date"), and extend for a period of twelve (12) 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 fifty-nine thousand two hundred forty dollars and forty cents (\$59,240.40). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<b>Service Description</b>	<b>Amount</b> (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities	See Exhibit A
If included herein "Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brandon Worley  
3213 North Roan Street  
Johnson City, TN 37601

- a. Each invoice shall clearly and accurately detail all of the following required 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 Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
  - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
  - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
  - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
  - iv. Amount Due by Service
  - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice 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 matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

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, which 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 documentation properly completed.

- 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. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. 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 violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. 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, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) 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.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. 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.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon 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 such 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 hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, 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 relating hereto, whether written or oral.

- D.19. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part 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, these special terms and conditions shall control.
- E.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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brandon Worley  
Maintenance Team Lead  
State of Tennessee Department of Transportation  
3213 North Roan Street, Johnson City, TN 37601  
brandon.worley@tn.gov  
Telephone # 423-282-0651  
FAX # 423-854-5310

The Contractor:

Michael Thompson  
Public Works Director  
City of Kingsport  
415 Board Street Kingsport, TN 37660-4237  
MichaelThompson@kingsporttn.gov  
Telephone # 423-229-9470  
FAX # 423-224-2756

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD)



as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

THE CITY OF KINGSPORT:

---

CONTRACTOR SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

---

CONTRACTOR ATTORNEY SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

---

HOWARD H. ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

---

LESLIE SOUTH, GENERAL COUNSEL

DATE

**“EXHIBIT A”**  
**GUIDELINES COVERING MAINTENANCE**  
**OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following items, where applicable, are eligible for reimbursement by the State to the Contractor under the Special Maintenance Agreement:

<b>Activity</b>	<b>Maintenance Work Type</b>	<b>Unit Of Measure</b>
435	Machine Mowing**	Acres
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles

\*\* Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

Machine Mowing work shall consist of cutting or trimming vegetation primarily consisting of, but not limited to, grasses and invasive weeds on State rights-of-way as detailed below to provide a consistent and aesthetically pleasing standing vegetation height as directed by the State.

Litter Removal Work shall consist of the removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.

Mechanical Sweeping and Street Flushing work shall consist of removing dirt and debris accumulated on the roadway along curbs, gutters, median barriers, bridge curbs and gore areas, and ramps at interchanges by mechanical sweeping or other approved means, as detailed below.

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres which the Contractor will maintain under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

		Approved Mowing Reimbursement Per Acre:	\$ 50.00					
		Calculated Maximum Reimbursement (Mowing):	\$41,550.00					
Mowing Inventory Worksheet								
Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
I-26	2A	3.1	6.55		86.2	86.2	6	517.20
SR93	2A	7.16	11.9		52.27	52.27	6	313.62
					Total Contract Area (acres):			831

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible length of litter removal in linear miles which the Contractor will maintain under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

		Approved Litter Reimbursement Per Mile:	\$ 60.00							
		Calculated Maximum Reimbursement (Litter):	\$ 17,690.40							
<b>Litter Inventory Worksheet</b>										
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
I-26		3.1	6.55	3.45	3	10.35	\$ 60.00	12	124.2	\$ 7,452.00
SR93	2A	7.16	11.9	4.74	3	14.22	\$ 60.00	12	170.64	\$ 10,238.40
						<b>Total Contract Litter (mi.):</b>			294.84	\$ 17,690.40

# CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

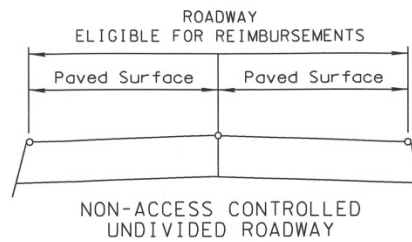


FIGURE 1A

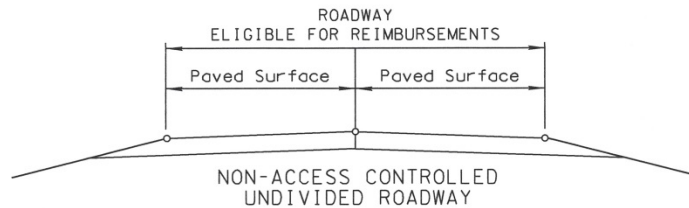


FIGURE 1B

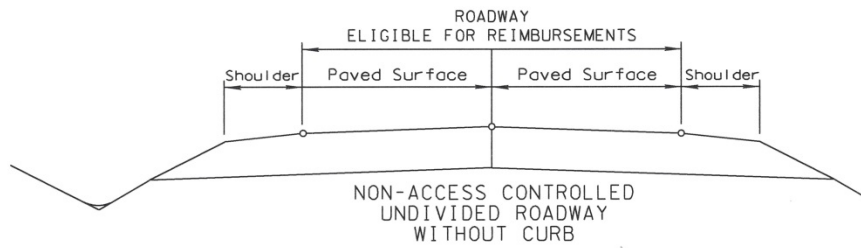


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

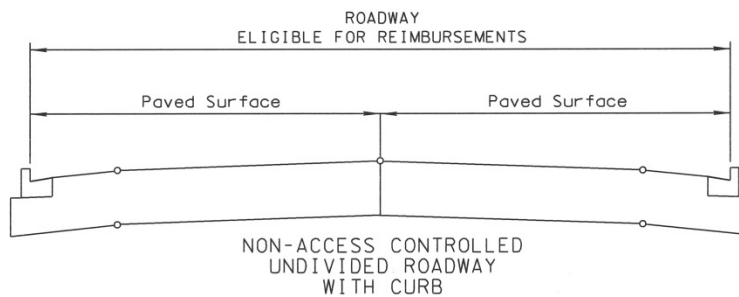


FIGURE 1D

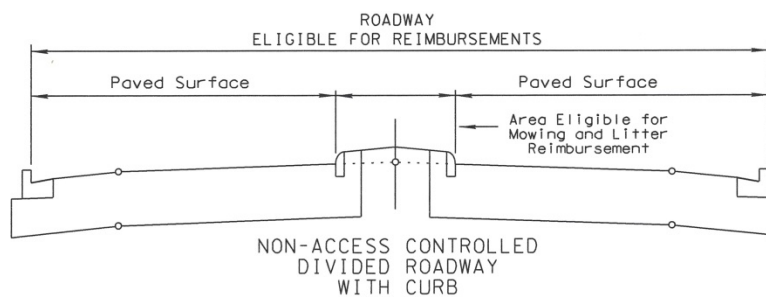


FIGURE 1E

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

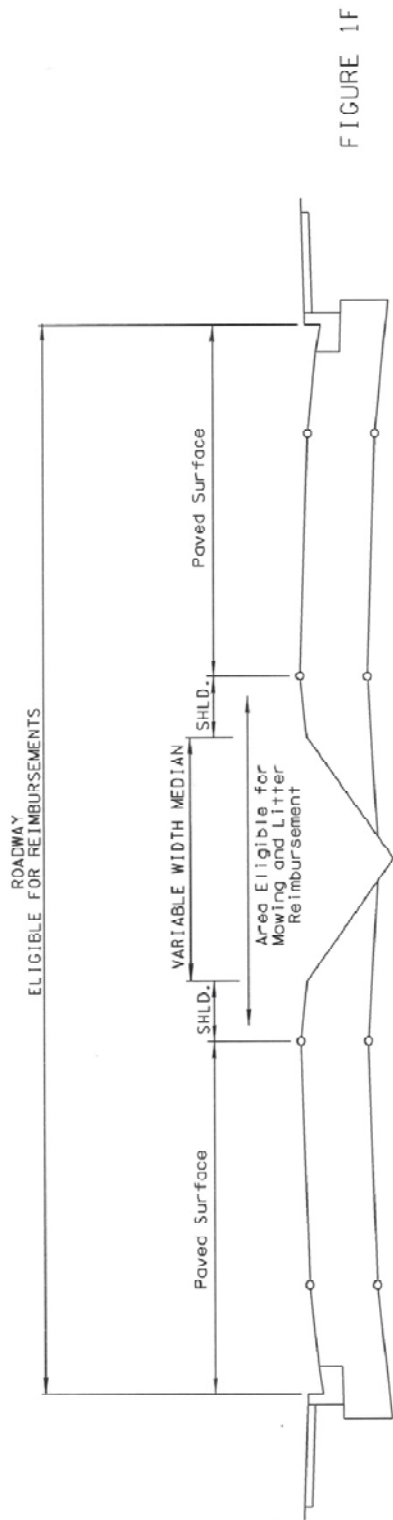


FIGURE 1F

NON-ACCESS CONTROLLED  
DIVIDED ROADWAY WITH CURB

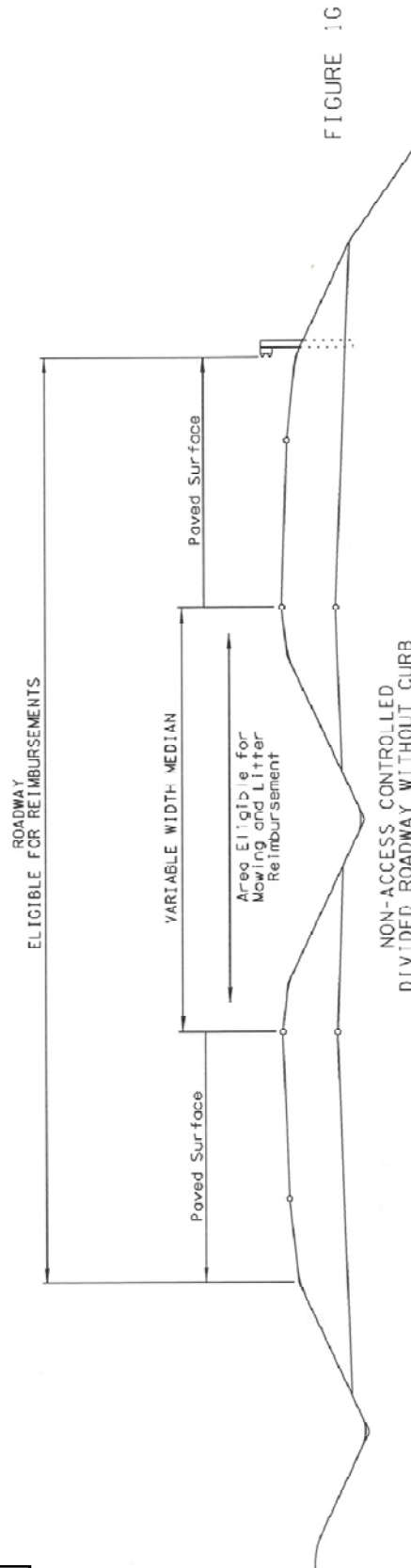


FIGURE 1G

NON-ACCESS CONTROLLED  
DIVIDED ROADWAY WITHOUT CURB

NOTE:  
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES  
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

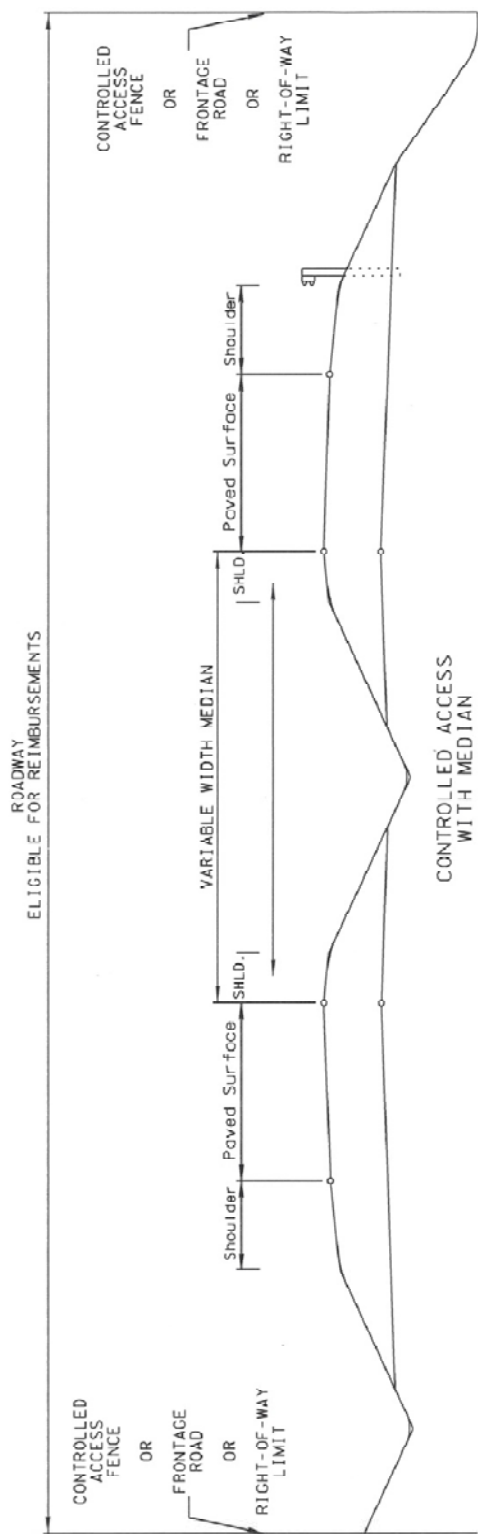


FIGURE 2A

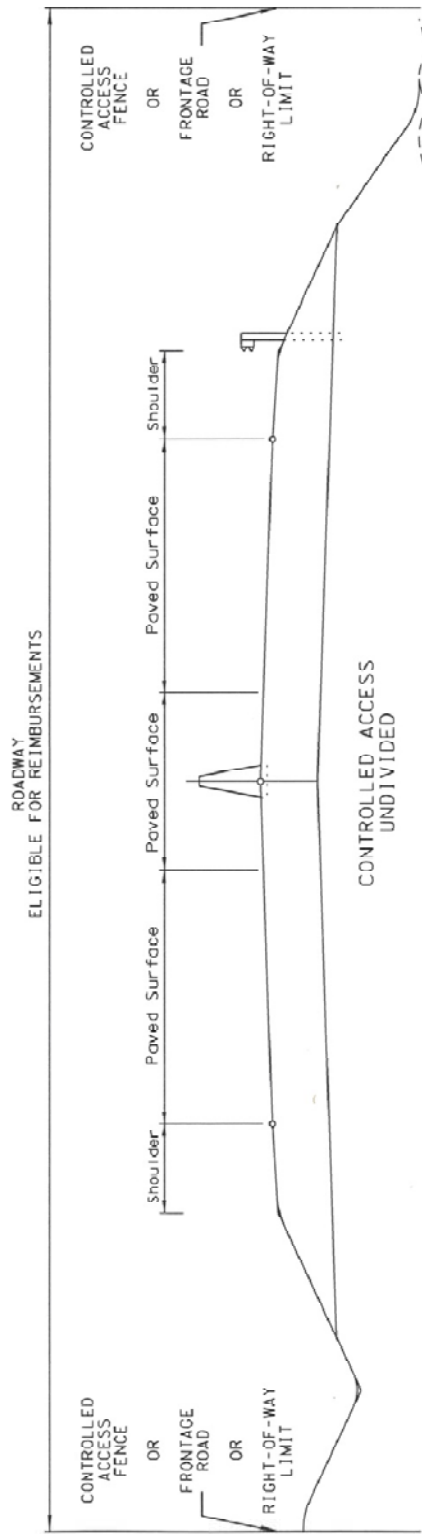


FIGURE 2B





## AGENDA ACTION FORM

### **Consideration of a Resolution to Lease Property at Bays Mountain Park to Eastman Chemical Company**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-98-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Committee

Presentation By: Michael T. Borders

---

#### **Recommendation:**

Approval of the Resolution.

#### **Executive Summary:**

If approved, the City will enter into a lease agreement with Eastman Chemical Company for a portion of property located at 1620 Bays Mountain Road, approximately one-tenth of an acre, for the purpose of maintaining a radio tower to support plant operations.

The City is currently leasing the property at 1620 Bays Mountain Road since June 19, 2015, for a term of ten years at \$10.00 annually. The lease includes a non-exclusive easement providing access to the premises from the entrance gate of Bays Mountain Park. While the City is responsible for maintaining Bays Mountain Road, it retains the ability to allocate maintenance costs related to the use of the road.

The proposed lease renewal from Eastman will extend the term for five (5) years, set to expire in June 2030, with an annual fee of \$5,000.00 which will be receipted into the Bays Mountain Park Commission Fund.

At their regularly scheduled meeting on April 10th, the Bays Mountain Park Commission reviewed the proposal and issued a positive recommendation for renewing the lease.

#### **Attachments:**

1. Resolution
2. Map

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION APPROVING A LEASE AGREEMENT WITH EASTMAN CHEMICAL COMPANY FOR A TOWER SITE ON BAYS MOUNTAIN; AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on June 16, 2015, the board approved Resolution No.: 2015-206 authorizing the mayor to sign a lease agreement with Eastman Chemical Company for a communications tower located at 1620 Bays Mountain Road along with the use of the road to the tower for ingress and egress; and

WHEREAS, the initial term of the lease was for 10 years expiring in June, 2025; and

WHEREAS, staff recommends entering into another lease agreement for an additional term of five (5) years for an annual lease payment of \$5,000.

Now therefore,

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

SECTION I. That a lease agreement with Eastman Chemical Company for the property located at 1620 Bays Mountain Road for a radio/communications tower along with the use of the road to the tower for ingress and egress for three years, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a lease agreement with Eastman Chemical Company for the property located at 1620 Bays Mountain Road for a radio/communications tower along with use of the road to the tower for ingress and egress for three years, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said amendment being generally as follows:

#### **LEASE OF BAYS MOUNTAIN TOWER SITE**

This Lease is effective June \_\_\_\_\_, 2025 (the "Effective Date"), by and between the **CITY OF KINGSFORT**, a municipal corporation of the State of Tennessee ("Lessor") and **EASTMAN CHEMICAL COMPANY**, a Delaware corporation ("Lessee"). Lessor and Lessee may be individually referred to herein as a "Party" or collectively as the "Parties."

#### **WITNESSETH:**

In consideration of the premises and mutual covenants of the parties contained herein, the parties agree as follows:

#### **ARTICLE I**

#### **DEMISED PREMISES**

Lease of Premises. Lessor hereby demises and leases unto Lessee, and Lessee hereby takes and leases the Premises, depicted in the copy of the survey of Jan E. Stout, Tennessee No. 2018, dated May 4, 2015, attached as Exhibit A and more particularly described in Exhibit B, attached hereto, for use by Lessee and its agents, employees, invitees, guests and subcontractors under the terms of this Lease.

#### **ARTICLE II**

#### **TERM, RENT AND EARLY TERMINATION**

1. Term and Rent. The term of the Lease begins on the Effective Date and, unless earlier terminated in accordance with the provisions of Article XVI herein, or Paragraph 2 of this Article, ends on June \_\_, 2030. Lessee agrees to pay Lessor for the term of this Lease rent of \$5,000 per year.

2. Early Termination by Lessor. Lessor may terminate this Lease upon at least 180 days prior written notice to Lessee in the event that Lessor has determined that it needs the Premises for its use; or the Lessee fails to receive all necessary approvals for its operation, or is otherwise terminated or inactive and such inactivity continues for a period of 180 days after the written notice to Lessee described herein.

### **ARTICLE III** **EXCEPTIONS**

The demise is made subject to the following:

- (a) All conditions, restrictions, and limitations now appearing of record;
- (b) Any zoning ordinances or regulations of any municipality or government entity now existing or which may hereafter exist during the life of this Lease;
- (c) Any matters of survey and any matters apparent from an inspection of the Premises;
- (d) The Lessee's proper performance of all the terms and conditions contained in this Lease;
- (e) Any laws or regulations applicable to wetlands.

### **ARTICLE IV** **EASEMENT**

1. Non-Exclusive Easement. Lessor also grants to Lessee for the duration of the Lease a non-exclusive easement (the "Easement") for the purpose of ingress and egress to the Premises over the portion of. Lessor may install and elect to keep the gate at the entrance to 1620 Bays Mountain Road locked and, if so, will allow Lessee a key to unlock such gate or other method of access, if the gate is operated by a keyless system. If Lessor so elects, Lessee shall keep such gate locked when not using the Premises to prevent unauthorized access.

2. Other Grantees of Lessor. Lessor reserves the right to grant easements over 1620 Bays Mountain Road to other parties for purposes of access to the Lessor's property, including other property owned or used by Lessor.

3. Non-Interference. Lessee's use of the Easement shall not obstruct or otherwise interfere with use by Lessor or its grantees of 1620 Bays Mountain Road, or the Lessor's property, including any other property now owned by Lessor.

4. Maintenance. The necessity, extent and other details of any modification, improvement, repair and maintenance of 1620 Bays Mountain Road (collectively "Road Improvements" herein) shall be vested exclusively in Lessor. Lessor may use its own personnel and equipment for such Road Improvements, or select and employ a contractor to perform such improvements. The allocation of cost shall be mutually agreed to by the parties and shall be reasonably based upon the use of the road by each of the parties, and Lessee agrees to reimburse Lessor for any share of such costs allocated to Lessee within thirty (30) days of Lessee's receipt of an invoice from Lessor for Lessee's share of such costs.

### **ARTICLE V** **CONDITION OF PREMISES**

Condition. The Premises and Easement area are accepted AS-IS by Lessee. Lessor makes no warranty as to the suitability or fitness of the Premises and Easement area for Lessee's uses, and Lessee is solely responsible for ensuring that the Premises and Easement area are suitable and fit for its purposes.

### **ARTICLE VI** **USE**

Permitted Use. Lessee may use the Premises only in compliance with all governmental laws, ordinances, rules, regulations, requirements and orders now or hereafter applicable, including but not limited to Occupational Safety and Health Administration, and only for the following purposes (collectively, the "Permitted Uses"):

- (a) Radio tower and transmitting equipment for Lessee's radio system, as well as the radio systems and/or equipment of third parties to whom Lessee grants the right to use a portion of Lessee's facilities at the Premises; or,
- (b) Such other uses as Lessee may from time to time request to Lessor and Lessor may in writing permit, subject to such conditions of use as Lessor may specify in such writing.

### **ARTICLE VII** **IMPROVEMENTS**

1. Security Fence. Lessee shall determine from time to time the portion of the Premises within which structures for its radio system, are to be located (the "Structures Area"), and all such structures shall

be enclosed at all times within a security fence to be erected by Lessee. Lessee shall not be required to enclose within the security fence any portion of the Premises other than the Structures Area.

2. Additional Improvements. In addition to Initial Structures, Lessee may from time to time erect additional structures, conduct excavation, filling, and surfacing activities for Permitted Uses, subject to Lessor's prior written approval and at Lessee's sole cost and expense.

3. Digging. Lessee agrees that any excavation or digging on the Premises shall be considered an "improvement" requiring Lessee to obtain Lessor's advance written approval, and shall be subject to all provisions hereof applicable to improvements.

4. Prior Written Approval by Lessor; Permits and Compliance. Prior to the commencement of any improvements, including without limitation fencing and filling, Lessee shall provide Lessor with a written proposal detailing the planned improvements and shall request Lessor's written approval thereof, which approval shall not be unreasonably withheld. Lessee shall be responsible for obtaining all applicable permits, authorizations and licenses prior to making any improvements, and all work related to the improvements shall be performed in compliance with applicable laws, ordinances, and regulations, including but not limited to Environmental Laws as defined herein.

5. Standards for Construction. In the construction of improvements on the Premises, Lessee shall at all times adhere to Lessor's standards for construction and shall further ensure and maintain that all building codes are met. Lessor shall have no authority to direct or otherwise control the construction of such improvements. However, Lessor shall have the authority to inspect construction and finished improvements as set forth in Article XIV and shall have the right to stop work on such improvements and order changes or repairs as necessary to ensure that the improvements meet Lessor's standards.

6. Hold Harmless; Indemnify. Lessee shall pay all costs incurred in constructing any improvements under this Lease and shall not permit any liens or encumbrances to attach to the Premises, including mechanic's or materialman's liens, and, to the extent permitted by Tennessee law, shall indemnify and hold Lessor harmless from all such liens, costs and expenses, including without limitation all attorney's fees.

#### **ARTICLE VIII MAINTENANCE**

Lessee at its expense shall keep and maintain the Premises and its improvements and fixtures in good working order and in clean and sanitary condition. Lessee's obligation shall include, without limitation, all trash pickup and removal and general housekeeping of the Premises.

#### **ARTICLE IX UTILITIES**

1. Lessee's Expense. During the term of this Lease, Lessee shall pay all utility bills related to the Premises, including but not limited to water, gas, electricity, light and heat bills, resulting from its use of the Premises.

2. Relocation. Lessee shall, at Lessee's sole cost, relocate any utility lines that need to be moved for its use of the Premises and shall obtain all necessary permits required. Any relocation of utility lines shall require the prior written approval of Lessor as to the location at which utility lines will be placed and the time period during which such is accomplished so as not to disrupt the business operations of Lessor. Lessor agrees to allow such utility lines to be placed on its property, provided that Lessor shall determine the location for such lines.

#### **ARTICLE X PREMISES LIABILITY; INDEMNITY**

To the extent permitted by Tennessee law, Lessee accepts responsibility and liability for the conditions of the Premises while in its possession under this Lease. Lessor shall not be liable for any personal injury or property damage to Lessee or to its agents, employees, invitees, guests, sublessees or any other occupant of the Premises, regardless of how such injury is caused and whether such injury results in part from the negligence of Lessor, Lessee or otherwise. To the extent permitted by Tennessee law, Lessee agrees to indemnify and hold harmless the Lessor and Lessor's employees, officers, affiliates, contractors and agents from and against all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) for personal injury, death and/or property damage on, about or near the Premises arising from the use of occupancy of the Premises by the Lessee or from the negligence or willful misconduct of Lessee or its agents, employees, invitees, guests, sublessees or other occupants of the Premises.

#### **ARTICLE XI ENVIRONMENTAL COMPLIANCE**

1. Definition of Hazardous Materials. As used in this Lease, the term "Hazardous Materials" shall mean any substances defined as or included within the definition of "hazardous air pollutants", "hazardous constituents", "hazardous substances", "solid waste", "hazardous pollutants", "hazardous materials", "oil", or "toxic pollutants", as those terms are used in or defined in regulations promulgated

pursuant to the Resource Conservation and Recovery Act (42 U.S.C. § 9601 et seq.) and including those chemicals listed in Appendix IX of 40 C.F.R. Part 264 adopted thereunder; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. § 6901 et seq.) as amended by the Superfund Amendments and Reauthorization Act in 1986, Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. § 1251 et seq.); or the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq. (including the definition at 49 C.F.R. § 172.101); any "PCB's" or "PCB items" (including the definition at 40 C.F.R. § 761.3); or any "asbestos" (including the definition at 40 C.F.R. § 763.63). All such laws and like statutes or regulations relating to protection of human health, the environment, or worker health and safety are collectively referred to herein as "Environmental Laws."

2. Compliance with Environmental Laws. Lessee covenants and agrees from the date hereof and for so long as this Lease shall remain in effect not to cause or permit the presence, use, generation, release, threat of release, discharge, storage, disposal or transportation of any Hazardous Materials on, under, in, about, near, to or from, the Premises, except in compliance with all applicable Environmental Laws.

3. Environmental Indemnity. Lessee agrees, to the extent permitted by the laws of the State of Tennessee, to indemnify, defend (with counsel reasonably approved by Lessor) and save Lessor, harmless from and against and to reimburse Lessor for all claims (including, without limitation, third party claims whether for personal injury or real or personal property damage or otherwise), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including reasonable attorney and paralegal fees and expenses, consultant fees and expert fees, together with all other costs and expenses of any kind or nature (collectively, the "Costs") that arise from the release, threat of release or suspected release by Lessee during the term of the Lease of any Hazardous Materials in or into the air, soil, groundwater or surface water at, on, about, under, from or within the Premises. In the event Lessor shall suffer or incur any such Costs, Lessee shall pay such Costs to Lessor upon demand.

4. Remedial Work. If any investigation or monitoring of site conditions or any cleanup, containment, restoration, removal or other remedial work due to Lessee's actions and/or activities at the Premises during the term of the Lease (collectively, the "Remedial Work") is required under any applicable federal, state or currently existing local law or regulation, by any judicial order, or by any governmental entity, or in order to comply with any laws, regulations, orders or agreements affecting the Premises, Lessee shall either perform or cause to be performed the Remedial Work in compliance with such law, regulation, order or agreement, or shall promptly reimburse Lessor for the cost of such Remedial Work. All costs and expenses of such Remedial Work shall be paid by Lessee. Prior to the implementation of any Remedial Work, Lessee shall provide Lessor with written proposed plans, work plans, sampling location maps and schedules for Lessor's review and approval, such approval not to be unreasonably withheld. If Lessee shall fail to timely commence, or cause to be commenced, or fail to diligently pursue to completion such Remedial Work, Lessor may cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, shall be Costs. All such Costs shall be due and payable upon demand therefor by Lessor.

5. Notice Regarding Hazardous Materials. Lessee shall promptly notify Lessor in the event of the discovery of Hazardous Materials on or at the Premises during the term of the Lease. Lessee shall further promptly forward to Lessor copies of all orders, notices, permits, applications or other communications and reports in connection with any discharge, spillage, use, or the discovery of Hazardous Materials or any other matters relating to any Environmental Laws as they may affect the Premises, directly or indirectly.

6. Reporting. In the event Lessee is required to report any environmental matters to a government agency, including discharges, spills and releases, or such reporting is advisable, Lessee shall first inform Lessor of such incident and shall cooperate with Lessor on the best way to address the environmental matter and how to structure any report to the proper authorities.

## **ARTICLE XII**

### **TAXES**

Lessee shall pay all taxes and assessments assessed against the Premises for each tax year.

## **ARTICLE XIII**

### **INSURANCE**

Lessor has no responsibility to insure any of the Lessee's property, or to provide workers compensation, medical, liability or any other insurance for the Lessee's agents, employees, invitees, guests, sublessees or other occupants of the Premises. Lessee, at its sole cost, shall at all times maintain commercial general liability insurance, or self-insurance, as will protect Lessee and Lessor against all claims for bodily injuries, including death, and for all damages to the Premises and improvements located thereon and damage to any third parties, which may arise out of Lessee's acts

or omissions arising out of Lessee's activities in an amount not less than \$5,000,000 per occurrence combined limits for bodily injury and property damage. Limits may be in any combination of primary and excess or umbrella limits. Such policy shall cover injuries or damages to any person or entity permitted by Lessee to use the Premises. Additionally, Lessee, at its sole cost, shall at all times maintain business automobile insurance with limits of \$1,000,000 combined single limit for property damage and bodily injury each accident. Lessee shall provide proof of such insurance to Lessor within fifteen (15) business days of receiving written request for the same. Lessee, at its sole cost, shall at all times maintain workers compensation insurance with statutory limits and \$1,000,000 employers liability limits.

#### **ARTICLE XIV** **LEASEHOLD ACCESS; INSPECTION**

1. Access to Premises by Lessor. Lessor may from time to time access the Premises for the purposes contained herein.
2. Inspection. Lessor may enter the Premises for the purpose of conducting inspections of the Premises and its appurtenant improvements, including inspections of construction activities on the Premises, provided that Lessor shall give Lessee reasonable notice of its intent to inspect the Premises and shall not interfere with Lessee's activities and use of the Premises unless necessary to correct a serious safety violation. Except in the event of a serious safety violation, Lessee shall have a fourteen (14) day right to cure any deficiency in maintenance or any safety violation found by Lessor's inspection. If such deficiency or violation is not remedied during that fourteen (14) day period, Lessor may elect to repair or correct such deficiency or violation and bill Lessee for such costs incurred. Lessee shall pay any amount billed under this Section within thirty (30) days. A serious safety violation is a violation that, in the sole discretion of Lessor, is likely to result in the serious bodily injury or death to a person or a violation that may result in harm to the public. Lessor may correct a serious safety violation without giving Lessee a cure period, and Lessee shall promptly pay costs relating to the same as provided herein.
3. Access. Upon request by Lessor from time to time during the term of this Lease, Lessee shall provide Lessor access to the Premises in order to allow Lessor and its invitees to access neighboring properties.
4. No Cost. All such use and access to the Premises shall be at no cost to Lessor.

#### **ARTICLE XV** **NON-INTERFERENCE**

Lessee shall not trespass or otherwise interfere with Lessor's operations on Lessor's property adjacent to the Premises and shall prohibit employees, agents, licensees and invitees of the Lessee from trespassing or otherwise interfering with Lessor's operations on its adjacent property.

#### **ARTICLE XVI** **TERMINATION FOR DEFAULT**

1. Immediate Termination. This Lease shall terminate immediately if (i) Lessee fails to use the Premises for more than 180 consecutive days; (ii) Lessee uses the Premises for any use other than a Permitted Use as defined in Article VI herein; (iii) Lessee is in breach of its obligations hereunder and such breach is not cured within thirty (30) days after notice of breach is provided by Lessor to Lessee unless a shorter period is required herein; (iv) Lessee notifies Lessor of its intent to terminate the Lease; or (v) the Parties agree in writing to terminate the Lease.
2. Termination by Lessee. Lessee may terminate this Lease for any reason upon at least 180 days prior written notice to Lessor. If terminated by Lessee, then all permanent assets installed by Lessee during the term of this Lease will become property of the Lessor and remain on the Premises unless removal is requested by Lessor per Paragraph 3 below. No reimbursement of installed assets is due to Lessee, if Lease is terminated by Lessee.
3. Lessee's Obligations upon Termination; Surrender of Possession. Upon expiration or earlier termination of the Lease, Lessee shall immediately surrender to Lessor possession of the Premises, free from all liens or encumbrances, including mechanic's or materialman's liens. Lessee acknowledges that all improvements made upon the Premises shall remain the property of Lessor upon termination of this Lease and shall not be removed without the written permission of Lessor. Further, upon expiration or termination of this Lease, Lessor shall have the right to request that Lessee remove any improvements on the Premises at Lessee's cost and return such portions of the Premises to the condition it was in prior to this Lease to the extent requested by Lessor. If Lessor exercises its option to request removal of improvements, Lessee shall remove such improvements within ninety (90) days of written request from Lessor for such removal. Any property or structures remaining on the Premises thereafter shall become the sole property of Lessor, who may sell, retain or dispose of such property or structures as it sees fit and without notice to Lessee.

#### **ARTICLE XVII** **ASSIGNMENT AND SUBLETTING**

Notwithstanding any contrary provision herein or otherwise, Lessee shall not assign or sublet this Lease or any interest hereunder without the prior written consent of Lessor. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only with the prior written consent of Lessor. An assignee of Lessee may, at the option of Lessor, become directly liable to Lessor for some or all of Lessee's obligations hereunder, but no sublease or assignment by Lessee shall relieve Lessee of any liability hereunder.

#### **ARTICLE XVIII**

#### **DISPUTE RESOLUTION**

1. Dispute Resolution. Disputes arising out of or related to this Lease shall be resolved in accordance with this provision.

2. Initial Communication. In the first instance, the parties will attempt to resolve such disputes through open communication and dialogue. To this end, if a party has a concern about an actual or possible dispute, and there is not otherwise a reason to immediately give a Notice of Dispute, the concerned party will informally notify the other party of the nature of the dispute and explore the possibility of reaching an agreeable resolution, prior to initiating a Notice of Dispute.

3. Notice of Dispute; Mediation. If the parties cannot resolve the matter by informal dialogue or there is a reason to give notice immediately, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute. After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator who shall be a Tennessee mediator qualified under Tennessee Supreme Court Rule 31 as a General Civil Mediator who has experience in commercial transactions such as this Lease. Mediation shall be conducted in Kingsport, Tennessee, and shall be conducted by the mediator on principles of communication, negotiation, facilitation and problem-solving that in the determination of the mediator emphasize:

- The needs and interests of the participants;
- Fairness;
- Procedural flexibility;
- Privacy and confidentiality;
- Full disclosure; and
- Self-determination.

Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

4. Court Action. If the parties do not agree to resolve the dispute by mutual agreement, either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Lease and/or for such remedies as appropriate.

5. Temporary Restraining Order; Preliminary Injunction. Anything else in this provision notwithstanding, if either party, at any time, believes that there is the need to maintain the status quo pending resolution by one or more of the methods set forth in this Article XVIII, that party may seek a temporary restraining order, preliminary injunction or other equitable relief from any court of competent jurisdiction.

#### **ARTICLE XIX**

#### **SURVIVAL**

Articles X, XI and XIII shall survive any expiration or termination of this Lease.

#### **ARTICLE XX**

#### **NOTICES**

Any notice given under this Lease shall be addressed to Lessor or Lessee, as the case may be, at the following addresses, or at such different addresses as Lessor or Lessee may henceforth specify in writing:

If to Eastman: Eastman Chemical Company  
100 N. Eastman Road  
Kingsport, TN 37660  
Attn: W. C. Wetherholt, B-54D  
Facsimile: 423/224-0283  
[Email: wcw@eastman.com](mailto:wcw@eastman.com)

With a copy to: Eastman Chemical Company  
100 N. Eastman Rd.  
Kingsport, TN 37660  
Attn: \_\_\_\_\_

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

With a copy to: City of Kingsport  
415 Broad Street  
Kingsport, TN 37660  
Attn: City Attorney

#### **ARTICLE XXI**

#### **MISCELLANEOUS PROVISIONS**

1. No Estate in Land. This Lease creates the relationship of Lessor and Lessee between the parties; no estate shall pass out of Lessor.
2. Holding Over. If Lessee remains in possession of the Premises after the expiration of the term hereof, with Lessor's acquiescence and without any express agreement of the Parties, the term of the Lease shall be deemed renewed for an additional period of one (1) year, subject to termination pursuant to Article II, Paragraph 2 herein.
3. Enforceability. Should any provision of this Lease be determined by any court with jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be affected.
4. Cumulative Rights. No right or remedy specified herein or otherwise conferred upon or reserved to a Party shall be considered exclusive of any other right or remedy, but the same shall be cumulative and shall be in addition to every other right and remedy whether granted hereunder, at law or in equity.
5. No Waiver of Rights. A waiver by either Party with respect to any breach by the other Party shall not constitute a waiver of any other breach, whether similar or dissimilar to the prior breach.
6. Time is of the Essence. Time is of the essence of this Lease.
7. Authority. Lessor and Lessee each represent that it has full corporate power and authority to enter into and to perform this Lease, and the persons executing this Lease on its behalf are duly authorized to do so.
8. Headings; Authorship. All headings in this Lease are inserted for convenience only and shall not affect any construction or interpretation of this Lease. This Lease has been jointly negotiated by Lessor and Lessee. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring Lessor or Lessee by virtue of the authorship of any provision of this Lease.
9. Governing Law. The interpretation and implementation of this Lease shall be governed the laws of the State of Tennessee.
10. Entire Agreement; Modification of Agreement. This Lease, including all exhibits hereto, constitutes the entire understanding of the Parties with respect to its subject matter. Any modification of this Lease must be in writing and signed by both Parties.

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

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

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

ADOPTED this the 6th day of May, 2025.

---

PAUL W. MONTGOMERY, MAYOR

ATTEST:

---

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

---

RODNEY B. ROWLETT, III, CITY ATTORNEY

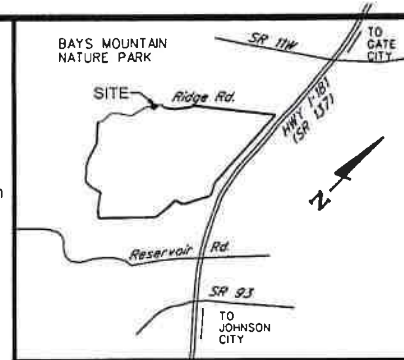


LEASE AREA  
CITY OF KINGSFORT PROPERTY

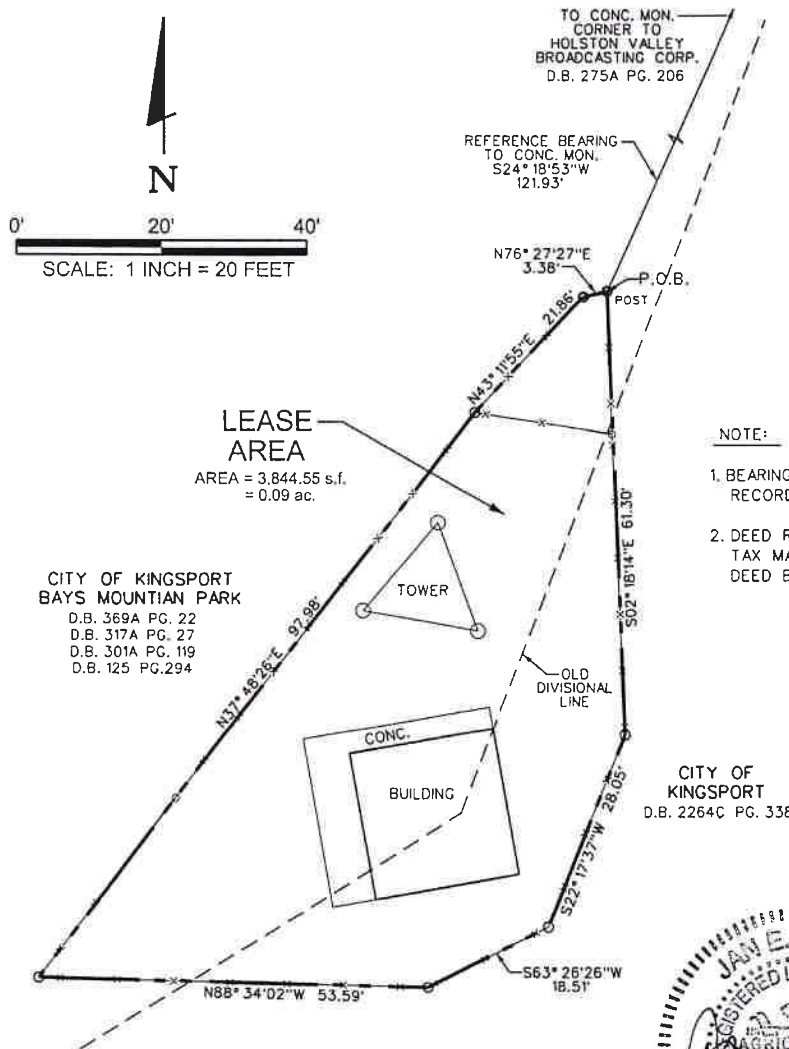
Being a parcel of land in the 13th Civil District, Sullivan County, Tennessee, and being more particularly described as:

Starting at an existing concrete monument, said monument being the corner to Holston Valley Broadcasting Corp. property, City of Kingsport Bays Mountain Park property and other City of Kingsport property; thence south 24°18'53" west 121.93 feet to a gate post, the Point of Beginning; thence with an existing chain link fence the following seven calls: south 02°18'14" east 61.30 feet; south 22°17'37" west 28.05 feet; south 63°26'26" west 18.51 feet; north 88°34'02" west 53.59 feet; north 37°48'26" east 97.98 feet; north 43°11'55" east 21.86 feet; north 76°27'27" east 3.38 feet to the Point of Beginning.

Containing 0.09 acre or 3844.55 square feet, more or less, and being part of City of Kingsport property as shown on survey by Jan E. Stout of Barge Waggoner Sumner & Cannon, Inc., dated 05-04-15. The bearings are based on previously recorded deed found in Deed Book 2264C, Page 338.



VICINITY MAP  
N.T.S.



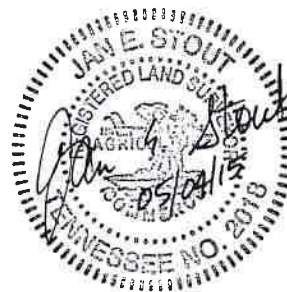
NOTE:

1. BEARINGS ARE BASED ON PREVIOUSLY RECORDED DEEDS.
2. DEED REFERENCE:  
TAX MAP 60 PARCEL 25.00  
DEED BOOK 2264C PAGE 338.

Certificate of Survey

I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is 1: 10,000 as shown hereon. This survey has been prepared in accordance with The Standards of Practice for Land Surveys in the State of Tennessee.

Jan E. Stout Tenn. Reg. No. 2018  
Date 05/04/15



**BWSC**  
BARGE  
WAGGONER  
SUMNER &  
CANNON, INC.  
Four Mountain Square, Suite 600, Kingsport, Tennessee 37660  
Phone: 423-241-1625 Fax: 423-241-4233

LEASE AREA - BAYS MOUNTAIN

13th CIVIL DISTRICT  
CITY OF KINGSFORT PROPERTY  
Item XI11.  
COUNTY, TN

DRAWN BY DLH	CHECKED BY JS
DRAWING NO. 1 of 1	
PROJECT NO. 36027-06	DATE 05-04-15



## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing an Agreement with Government Finance Officers Association (GFOA) for Consulting Services**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-123-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Staff

Presentation By: Travis Bishop

---

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The City is in the process of selecting a new FIS system to enhance financial operations, increase efficiency, and support long-term fiscal sustainability. As part of this initiative, it is essential to review and improve existing processes to ensure a smooth transition and optimal utilization of the new system.

GFOA offers specialized consulting services that focus on process improvement, financial management best practices, and policy development. Their expertise will support the City in identifying current system inefficiencies, mapping improved workflows, and aligning operations with industry standards. Engaging GFOA for consulting services will provide the City with a structured, objective approach to process improvement. Key benefits include:

- Identification of inefficiencies and opportunities for automation and optimization
- Development of streamlined standardized procedures to support new system implementation
- Reduced risk of delays, errors, and cost overruns during software deployment
- Assurance that the City's financial practices align with national standards and best practices

If approved, the City will be better positioned to successfully implement the new accounting software, enhance staff readiness, and achieve long-term process improvements that benefit both internal operations and external financial reporting.

The cost is not to exceed \$170,000. Funding is identified in NC2330 or account # 111-0000-601.20-20.

#### **Attachments:**

1. Resolution
2. Proposal

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AWARDDING THE PROPOSAL FROM THE GOVERNMENT FINANCE OFFICERS ASSOCIATION FOR CONSULTING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city is currently in the process of selecting a new financial management system or FIS to enhance financial operations, increase efficiency, and support long-term fiscal sustainability; and

WHEREAS, in order to maximize the FIS improvements in efficiency and further strengthen city's long-term fiscal sustainability it is deemed prudent to enlist the services of the Government Finance Officers Association (GFOA); and

WHEREAS, GFOA consulting services will support staff in the elimination of inefficiencies, identification of workflow improvements, and ensure operations align with recognized standards applicable to governmental entities ; and

WHEREAS, the cost for these services will not exceed \$170,000 and funding is available in account no.: 111-0000-601.20-20.

Now therefore,

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

SECTION I. That the proposal of GFOA for consulting services relative to city's selection and implementation of a new FIS system is awarded.

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 an agreement with GFOA for consulting services in accordance with the accepted proposal in an amount not to exceed \$170,000, 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 agreements and this resolution.

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

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

ADOPTED this the 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

---

RODNEY B. ROWLETT, III, CITY ATTORNEY



# Government Finance Officers Association

Research and Consulting Center

Proposal for:



**City of Kingsport, TN**

**Business Process Assessment  
March 12, 2025**



**Government Finance Officers Association**

203 North LaSalle Street, Suite 2700  
Chicago, IL 60601-1210  
312.977.9700 fax: 312.977.4806

March 12, 2025

City of Kingsport  
Attn: Travis Bishop  
415 Broad Street  
Kingsport, TN 37660

Email: [travisbishop@kingsporttn.gov](mailto:travisbishop@kingsporttn.gov)

Dear Travis,

The Government Finance Officers Association (GFOA) is pleased to present this proposal to the City of Kingsport ("the City") to provide business process assessment services as part of the readiness phase for the City's enterprise resource planning (ERP) project. We understand the great opportunity that an ERP system replacement project provides and focus on using that chance to make lasting improvements to policies, business processes, and outcomes for the organization. We will work with the City staff to help prepare the organization for implementation. GFOA's past project experience highlights the critical need to establish a clear vision for future process, identify improvement opportunities, and begin the change management effort prior to engaging software vendors. We understand that the City is currently (or will soon be) evaluating different ERP systems and plan to work alongside those efforts to evaluate and provide recommendations for business process change. This proposal provides an overview of GFOA's qualifications and standard approach to ERP readiness and is based on our previous discussion and understanding of the organization's needs.

Over 600 governments have found value in our experience, expertise, and detailed approach to ERP projects. As a service provided to members, GFOA can offer independent, objective, and best practice focused consulting services consistent with our mission to improve government management.

If there are any questions or you would like to discuss the proposal, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Mucha".

Michael J. Mucha  
Deputy Executive Director / Director, Research and Consulting Center  
Government Finance Officers Association  
Phone: 312-578-2282  
Email: [mmucha@gfoa.org](mailto:mmucha@gfoa.org)

**Washington, DC Office**

660 N. Capital Street, NW • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780

[www.gfoa.org](http://www.gfoa.org)

Item X112.



## TABLE OF CONTENTS

<b>Section I – GFOA Qualifications .....</b>	<b>3</b>
Other Products and Services.....	4
<b>Section II – GFOA Approach .....</b>	<b>6</b>
Task 1: Project Planning and Management (Governance) .....	7
Task 2: Process and Policy Analysis.....	9
Task 3: Develop a Plan of Action and Implementation Guide .....	12
Task 3-1: Chart of Account Development.....	13
Task 3-2: Policy Development.....	14
<b>Project Schedule .....</b>	<b>16</b>
<b>Section III – Pricing.....</b>	<b>17</b>
<b>Section IV – Contract Requirements .....</b>	<b>18</b>



## Section I – GFOA Qualifications

The Government Finance Officers Association (GFOA) is the premier association for public sector finance professionals in the United States and Canada. Founded in 1906, GFOA currently has over 25,500 members that look to GFOA as the gold standard for identifying, developing, and communicating leading practices in government management. As a non-profit organization, GFOA's mission is to promote excellence in state and local government financial management. GFOA accomplishes this mission by identifying and developing policies and practices and promoting them through education, training, consulting and leadership.



GFOA's Research and Consulting Center (RCC) is nationally recognized for its comprehensive analytical and advisory services, as well as for research on issues specific to state and local governments' financial, human resource, procurement, payroll and operational management. Since beginning operations in 1977, the RCC has assisted hundreds of cities, counties, public utilities; and other forms of government to create best practice solutions to meet their unique challenges.

Approximately 20 years ago, GFOA began consulting for enterprise resource planning (ERP) system assessments, procurement, contract negotiation, and implementation advisory services. GFOA has built a reputation as the unparalleled leader in the field of providing objective, independent advice for ERP procurement and implementation projects. Our approach to ERP projects focuses on business process improvement, effective governance, and building organizational readiness throughout each stage of the procurement process. In addition to our consulting projects, we frequently teach our approach as part of GFOA's training program and in some cases even other consulting firms have used GFOA templates and past consulting deliverables to leverage our lessons learned and market leading formats.

### **GFOA's strategic mission is to improve state and local government financial management**

GFOA is not affiliated with any software vendor or firm aligned with any software vendor does not implement software. Our focus is exclusively on providing honest and unbiased recommendations to our clients and leveraging our experience to help all public-sector organizations with informed ERP guidance. The ERP market has undergone significant change in recent years and governments are increasingly







more reliant on technology to implement financial management best practices. In addition, because of the growth in “cloud” and the importance of these systems on the overall administration of local government, these technologies continues to evolve. With our consulting experience and continued research, GFOA has been able to improve its approach and generate additional value for our clients through reduced costs, reduced risk, and best practice recommendations to improve not only technology, but also business process.

## Other Products and Services

GFOA also provides many services to members and other government managers in addition to consulting services. Our consulting services complement and utilize much of our research knowledge and membership network to deliver current, relevant, and proven strategies. The same consultants who regularly advise clients also research and write white papers and journal articles, author and edit publications, conduct training, coordinate GFOA’s annual conference, and staff best practice committees.

- **Industry Standard Publications:** GFOA staff prepare the industry’s leading publication to guide governmental accountants on all standards and financial reporting guidance. *Governmental Accounting, Auditing, and Financial Reporting* (The “Blue Book”) is published by GFOA and GFOA consultants and clients have ready access to GFOA’s technical experts throughout the project for any complex accounting or financial reporting questions as we work through business process change, chart of account configuration, or system set up challenges.
- **Government Finance Review:** GFOA consultants also regularly contribute articles and serve as reviewers for GFOA’s bi-monthly publication, The Government Finance Review, along with other leading journals, books, and white papers. The December, April and February 2024 issues had articles written about GFOA’s experience with ERP projects. Articles for each issue are available at [www.gfoa.org/gfr](http://www.gfoa.org/gfr)
- **Other Research and Publications:** GFOA conducts ongoing research with its member network and communicates information on leading practices, lessons learned, and trends in financial management such as technology utilization and governance. GFOA currently has over 40 titles available. The following is a sampling of products recently written by GFOA consultants.
  - ***Technologies for Government Transformation: ERP Systems and Beyond***





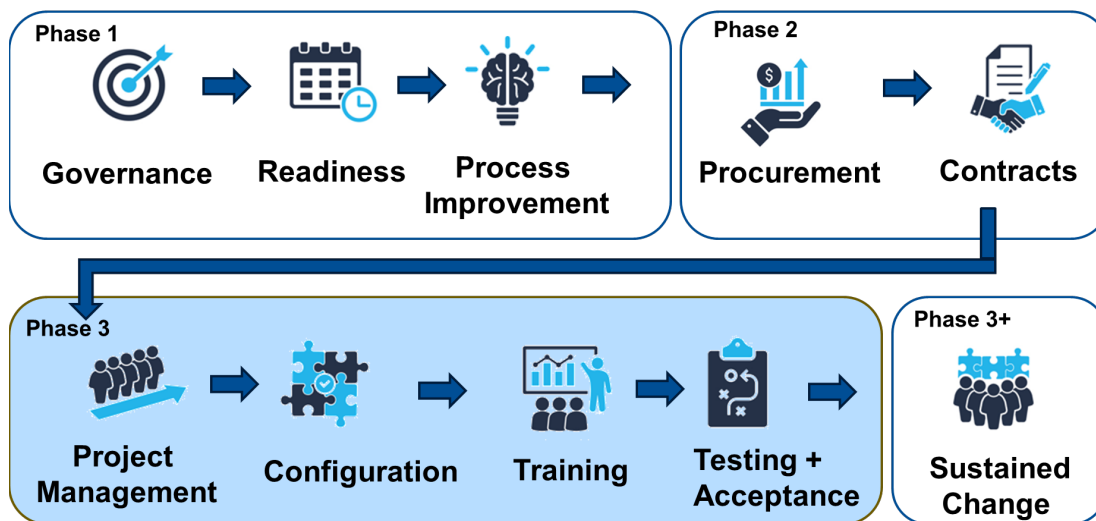
- ***IT Budgeting and Decision Making:  
Maximizing Your Government's Technology  
Investments***
- **Financial Foundations for Thriving Communities**
- **Best Practice Committees:** GFOA has seven standing committees made up of leading finance professionals from governments throughout the United States and Canada that meet regularly to develop best practices to promote and guide sound financial and overall government management.
- **Annual Conference and Training:** GFOA's Annual Conference attracts approximately 5,000-7,000 government finance professionals and provides a forum to discuss innovative practices, learn best practice examples, network with peers, and interact with exhibitors. GFOA also provides ongoing training seminars throughout the country to assist members with continued professional development. GFOA consultants are regular trainers at these seminars including seminars on ERP procurement, project management, and best practices in ERP implementation.



## Section II – GFOA Approach

ERP system implementations offer much promise for improving business processes, empowering employees with tools to become more effective, and ultimately transforming the entire organization. With improvements in technology and market trends favoring “cloud technologies,” this shift not only includes business process, but also risk management, organizational roles, and governance. However, implementation of these systems is a complex effort and many organizations struggle to realize many of the promised benefits. GFOA’s role with this project will be to assess current policies and business processes related to the City’s anticipated ERP scope (finance, procurement, budgeting, human resources/payroll) and develop a strategy for future system use and alignment with best practices.

The image below provides a high level overview of a “complete” ERP project. With this proposal, GFOA will be focusing on services related to Phase 1. Working alongside the City’s project to select ERP software, GFOA will help prepare the organization by working with staff to develop recommendations and begin implementation of a governance structure, action plan for readiness, and future state business process and policy improvements.



### Phase 1 – Business Process Improvement / Readiness

- Task 1: Project Planning and Management (Governance)
- Task 2: Initiate Readiness - Needs Assessment / Process Analysis
- Task 3: Readiness/Action Plan (Process Improvement)
  - Task 3A: Chart of Accounts
  - Task 3B: Policy Development



Additional phases to the project considered out of scope for GFOA proposal include Phase 2 services which GFOA understands is being provided by Raftelis

**Phase 2 – RFP Development and Selection Assistance (NOTE IN SCOPE)**

- Task 4: RFP Development / Scope Development
- Task 5: Evaluation Strategy
- Task 6: System and Vendor Selection
- Task 7: Contract Negotiations

GFOA also provides services to assist with process and policy implementation during implementation and overall ERP quality assurance during and after an ERP project. If services would be desired by the City, GFOA prefers to contract for these services after completion of Phase 1 and/or Phase 2 when more information about the implementation vendor and specific business policy or process expectations are known.

**Phase 3 – Implementation Project Management Services (NOT IN SCOPE)**

- Task 8: Implementation Advisory Services

**Phase 3+ - Sustained Change (NOT IN SCOPE)**

Task 9: Post Project Assessments

Within the scope of services proposed we have identified major tasks and each task includes deliverables and milestone payments that are defined below. GFOA views every project as a partnership with our client and we aim to work together as a team to address project risks, issues, recommendations and build a strategic path forward along with organizational momentum for the ERP implementation.

**Task 1: Project Planning and Management (Governance)**

Working together, GFOA and the City project manager will prepare the following tools that will be essential to project coordination. In preparing all project planning and management plans, we will work to work this project into the structure that already exists within the organization.

- **Governance Support** – GFOA recognizes that the success of any change project depends on the ability to adapt to the changes that technology brings to both business process and organizational culture. We also understand that any enterprise system is not owned or controlled by one department in the





organization. We are proposing to assist the City with the development of a governance structure for the project.

This would include identifying the model for a steering committee, project team, and any business process improvement functions. We have also found that governance of a future ERP system needs to be enterprise-wide and will work to develop a collaborative model that works for all stakeholders. We also know that having clear and defined roles is a huge advantage when issues arise. Our Financial Foundations Framework identifies five (5) key pillars of effective and sustainable management. Each pillar includes different leadership strategies and/or institutional design principles that we have found translate exceptionally well to ERP governance. Understanding that local governments cannot order people to collaborate, leadership strategies help inspire pride and public support for a strong financial foundation. Institutional design principles, meanwhile, are the “rules of the road.” They provide the context for leadership strategies and ensure continuity of good financial practices through changes in leadership. For more information, please visit <http://gfoa.org/financial-foundations>.

- **Staffing Plans** - GFOA will help the City identify a project team and prepare individual to work through business process change as part of this project and the eventual ERP implementation. GFOA’s approach is focused on developing cross-department teams organized by business function. These teams (called PIT Crews) are able to lead discussions around policy, process change, and change management, and help establish the vision for the future system.
- **Project Plan** – GFOA will prepare a project plan that lists tasks and milestones. We then track the project in a collaboration tool (Microsoft Teams). GFOA also will prepare project dashboards, issue lists, and communication tools that will be used throughout the project.
- **Project Management** – GFOA will participate in regular project management meetings and provide a regular (monthly or more frequently as desired) status report for the project. We expect our project manager to serve as a coach, guide, and advisor throughout the project. They will maintain regular communication to address issues, point out risks, provide lessons learned, and ultimately work to help the project be a success. Ongoing costs and effort for all project management activities are built into GFOA’s milestones and deliverables. As part of our ongoing project management services, we will help prepare any communications, attend council meetings, or help delivery key messages stakeholders.
- **Project Management Coaching** – GFOA offers coaching services to project management staff. Often, ERP project managers step into a new role – taking on additional responsibilities and a position of authority within the organization. For some new or inexperienced project managers, this can be quite intimidating. For experienced project managers, this project may represent new challenges related to communications, conflict resolution, diverse teams, or change



management. GFOA has established an executive coaching program that brings together a cohort of project managers from across GFOA's ERP projects. The program is option, but provides resources and support for up to one (1) project manager. Meetings occur monthly (or as necessary) and include both live and on-demand training services.

#### Task 1: Project Planning and Management

<b>Duration</b>	<ul style="list-style-type: none"><li>• 1-2 Months + Ongoing Throughout Project</li></ul>
<b>On-Site Presence</b>	<ul style="list-style-type: none"><li>• As Necessary</li></ul>
<b>Deliverables</b>	<ul style="list-style-type: none"><li>• Project Charter</li><li>• Project Goals / Scorecard</li><li>• Project Plan</li><li>• Staffing Readiness</li><li>• Status Report Template</li><li>• MS Teams Collaboration Site</li><li>• Monthly Status Reports</li><li>• Additional Update As Required</li></ul>

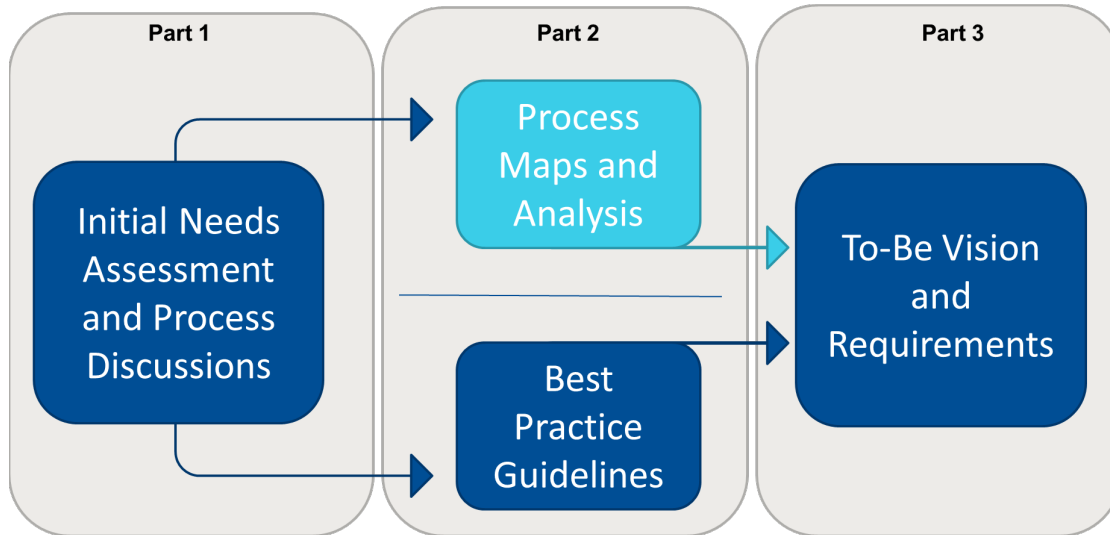
#### Task 2: Process and Policy Analysis

Our proposal includes services for GFOA to take a lead role in identifying potential policy and business process changes along with preparing a strategic approach for moving forward. GFOA's process analysis focuses on gaps to address or improvement options for the organization and helps to establish a future vision for administrative processes. While we will look at opportunities for system improvements, we also want to consider business process and policies – as the most impactful changes occur when system and process/policy change occur together. In most engagements, GFOA would complete process and policy analysis prior to the release of an ERP, but for the City is proposing to conduct this phase in parallel to system selection activities. This would allow the City to continue to refine its vision for the project while also evaluating vendors and learning more about system functionality to facilitate change.

GFOA will meet with stakeholders and gather information on how the current systems are being used and how it supports business processes. While we understand that in many cases, the City will not want to continue its paper based current process, understanding the current process helps facilitate successful change as it helps communicate overall vision for change and orient the organization in new direction. GFOA uses the three-part approach depicted in the graphic below to guide business process improvement. For the first part, GFOA will facilitate initial business process discussions to better understand the current situation and begin discussing expectations and goals for a future system.



A major benefit from sessions facilitated by GFOA consultants is that stakeholders will share a common understanding of the current process and can explore together the current challenges, weaknesses, and areas for improvement. By discussing changes in the open, it is also a critical change management strategy to help the organization begin the transition to a new process.



The following table identifies GFOA’s starting point for identifying the process scope of the project. During Task 1, GFOA project managers will confirm this scope with the City and many any adjustments that are necessary. Where appropriate, we may conduct separate meetings with select departments, but GFOA’s initial approach is to facilitate meetings with representation from a variety of departments together.

Moving forward with guidance from the City, GFOA will continue discussions bringing in either a collaborative approach to process mapping and process change or use of best practice guidelines to generate additional discussion and reaction around business process change to prepare for potential system change. For processes where GFOA’s mapping technique is used (typically processes that occur frequently and involving many different stakeholders (example: purchasing approvals or time entry), mapping process is a critical first step in change management. GFOA’s mapping process is a highly collaborative one and will involve participation of a wide variety of stakeholders. Once maps are developed, GFOA consultants will conduct an analysis to benchmark the existing processes against recognized public sector best practices, ERP functionality, other organizations, and the City’s project goals. We will also facilitate sessions that are similar to “Lean” process improvement workshops to discuss improvement strategies with staff.

For processes that are more system dependent, GFOA will leverage best practice guidelines and templates to help communicate future state options. This short cut





allows for more time to discuss future options where change management issues don't present as much of a risk.

Process List	
Process	Task / Topics
Accounting	<ul style="list-style-type: none"> <li>• Chart of Accounts</li> <li>• General Ledger Transactions</li> <li>• Grant / Project Tracking</li> <li>• Financial Reporting</li> </ul>
Budget	<ul style="list-style-type: none"> <li>• Operating Budget</li> <li>• Capital Improvement Planning (CIP)</li> <li>• Capital Budget</li> <li>• Budget Adjustments / Amendments</li> </ul>
Grants Management	<ul style="list-style-type: none"> <li>• Grant Applications</li> <li>• Grant Award</li> <li>• Grant Monitoring</li> </ul>
Procure – Pay	<ul style="list-style-type: none"> <li>• Vendors</li> <li>• Purchase Requisitions</li> <li>• RFP / RFI / RFQ</li> <li>• Purchase Orders</li> <li>• Contract Management</li> <li>• Inventory</li> <li>• P-cards</li> <li>• Accounts Payable</li> <li>• Travel Reimbursement</li> </ul>
Customer Billing	<ul style="list-style-type: none"> <li>• Customer File</li> <li>• Miscellaneous Billing</li> <li>• Accounts Receivable</li> </ul>
Treasury	<ul style="list-style-type: none"> <li>• Cash Receipts</li> <li>• Disbursements</li> <li>• Interest Allocation</li> <li>• Bank Reconciliation</li> </ul>
Asset Management	<ul style="list-style-type: none"> <li>• Asset Acquisition</li> <li>• Asset Tracking</li> <li>• Asset Modification</li> <li>• Transfer / Disposal / Retirement</li> </ul>
Human Resources	<ul style="list-style-type: none"> <li>• Positions</li> <li>• Employee File</li> <li>• Benefit Enrollment</li> <li>• Personnel Evaluations / Performance Management</li> <li>• Risk Management (Injury / Workers Comp)</li> <li>• Training / Certifications</li> </ul>
Personnel Actions	<ul style="list-style-type: none"> <li>• Recruitment</li> </ul>





Process List	
	<ul style="list-style-type: none"> <li>• New Hire</li> <li>• Personnel Actions (Salary Adjustment / Position Change)</li> </ul>
Time Entry – Payroll	<ul style="list-style-type: none"> <li>• Time Entry</li> <li>• Time Approval</li> <li>• Payroll Calculations</li> <li>• Payroll Processing</li> <li>• Leave Management (FMLA)</li> </ul>

Task 2: Policy / Process Analysis	
<b>Frequency</b>	<ul style="list-style-type: none"> <li>• 2-4 Months</li> </ul>
<b>On-Site Presence</b>	<ul style="list-style-type: none"> <li>• Approximately 50-75% Onsite</li> </ul>
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>• Process and System Analysis</li> <li>• Future State Process Documentation</li> </ul>

### Task 3: Develop a Plan of Action and Implementation Guide

GFOA will prepare a readiness plan for internal tasks for the City that need to be completed as the City prepares for implementation. GFOA will also provide an implementation guide to identify key considerations for ERP implementation. These internal readiness tasks and future implementation recommendations will prepare the organization to best take advantage of its ERP opportunity and increase change of 1) delivering process improvements, 2) fully leveraging its ERP system and 3) avoiding common risks areas with ERP implementation. GFOA's action plan and implementation guide will take into account past lesson's learned on projects and identify several milestones or benchmarks for the organization to measure its readiness progress against. It is expected that the readiness project plan include tasks related to the following:

In addition, GFOA's readiness plan will cover overall issues related to:

- Project scope
- Project management
- Considerations for ERP agreements
- Staff planning
- Project communications
- Key elements for ERP system design
- Data conversions
- Interfaces
- Additional training for staff
- Post project considerations



As part of the Action Plan, GFOA is also proposing additional services to help develop the organizations new chart of accounts and/or to draft revised policies.

### Task 3-1: Chart of Account Development

GFOA will work with the City staff to define and build out a revised chart of accounts. We consider this to be a critical component of project readiness. The chart of accounts (project/activity structure) serves as the foundation for the financial system and all financial transactions. It also takes time to work through and must be aligned with all other business process recommendations and future vision for the system.

GFOA has standard guidance for all organizations working on a chart of account revision and will work with the organization to determine the future chart. GFOA will follow the process below and create documentation for each step.

- **Define Each Segment** – Each segment of the chart of accounts should have a strict definition that can be communicated and enforced. This will prevent internal inconsistencies within the chart of accounts. For example, the organization will determine what needs to be tracked and will universally agree and document what a “fund” is, what a “department” is, what a “program” is and not allow any exceptions.
- **Start Over** – When developing the chart of accounts, the organization should start fresh and not concern itself initially with mapping back to the existing chart of accounts. The City should be reviewing its actual organizational structure and operations and build the chart off of that rather than its existing chart of accounts. This will prevent the City from replicating any problems with the old chart of accounts structure.
- **Start Simple and Build-Out Detail** – The City should identify major categories within each segment and then work to build out detail. Again, this will help the organization take a fresh perspective to the chart of accounts and prevent any unnecessary replication of the old chart. For example, when developing the object code listing, the City should first identify major object code categories and then work to define detail to the extent necessary. GFOA will work to identify major reporting structures and summary level accounts that can be further built out during the project.
- **Don't Store Unnecessary Data** - A well-developed chart of accounts will not require the frequent creation of new accounts. Most organizations attempt to keep the chart of accounts relatively simple and high level and then utilize other components of the system to further define the detail. The will lessen the amount of maintenance required on the chart of accounts. GFOA will identify information current found in the chart that may be more appropriately stored somewhere else and develop a strategy for chart of account use for future needs.



### Task 3-2: Policy Development

GFOA proposes a three-part method to help the City develop policies and principles. We plan on developing policies in a series of “waves” based on City prioritization. Waves allow both GFOA and the City to focus efforts, determine a more manageable scope, build momentum as policies are completed, and properly sequence policy development along with needs of the ERP implementation. Throughout each wave, GFOA can continue to update organization-wide policy documentation to ensure there is a current version of policies. The following steps would be repeated with each wave for the applicable policy areas in scope.

- **Step 1 – Present Best Practices.** GFOA will do a workshop with the board, staff, and other stakeholders to explain best practices related to the policies in scope and present considerations for intersection with the ERP project.
- **Step 2 – Interview Stakeholders on Passions and Values.** GFOA will help the City articulate its policies and principles by first interviewing stakeholders, staff, and executives and then facilitating a decision-making workshop. Interviews will help set the overall direction of the policy and allow GFOA to develop effective policies consistent with the organization’s vision. There are many options for how we can structure these activities. GFOA will work with staff to pick options that fit the time available, space available, number of participants, and any other constraints on the workshop.
- **Step 3 – Develop Policies and Principles.** GFOA can then distill key themes from the interviews, which will serve as the basis for a final set of principles. The rationale is that principles must reflect, as closely as possible, the language and beliefs of those that will later abide by them while also providing clear and direct guidance aligned with overall best practices and modern expectations. We will work to draft policies based on feedback from the City, benchmark examples, best practices, and our experience.

The general approach within each wave would be as follows

- GFOA develops draft policies.
  - Staff reviews the draft policies.
  - Informally review the draft policies with elected officials.
  - Revise draft policies (if necessary).
  - Bring the draft policies before governing body for formal approval (if necessary).
- **Step 4 – Prepare Training Materials and Communications.** After finalizing policies, GFOA will work to prepare brief training materials and communications



that can be used to communicate the new policies to any necessary stakeholders. Implementing policies will involve focus on change management to help stakeholders understand why the policy has changed, the purpose behind the new policy, and the policy impacts each role in the organization.

Task 3: Action Plan	
<b>Duration:</b>	<ul style="list-style-type: none"><li>• 2-3 Months</li></ul>
<b>On-Site Presence</b>	<ul style="list-style-type: none"><li>• Approximately 25% Onsite</li></ul>
<b>Deliverables</b>	<ul style="list-style-type: none"><li>• Plan of Action</li><li>• Chart of Accounts</li><li>• Policy Development</li></ul>



## Project Schedule

Below represents a typical project schedule or similar sized organizations. GFOA understands that the City is planning to begin implementation in December. The proposed schedule would allow GFOA services to conclude prior to the start of implementation. GFOA schedule is also flexible and could be modified to accommodate City staff availability during the ERP selection project or to time major decisions with critical timelines of the ERP selection project.

Proposed Schedule	Project Start = May 2025																
	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9
Task 1: Project Management																	
Task 2: Process and System Assessment																	
Task 3: Readiness Plan and Future Process																	
Task 3-1 and 3-2 Policy Development	T	B	D														

As part of the schedule, GFOA expects to complete working using a mix of remote and on-site meetings. Site visits would include conducting meetings, interviewing staff, conducting other data gathering, or facilitating discussions/workshops on the future plan.



## Section III – Pricing

GFOA's pricing model is to identify a fixed fee for each deliverable (unless noted). All travel and expenses are included in the fixed fee cost. GFOA will invoice for each deliverable after acceptance of the deliverable. Below is a standard list of deliverables for the project.

Task/Deliverable	Milestone	Price
<b>1</b>	<b>Project Planning</b>	
1-A	Project Management Documents	\$10,000
<b>2</b>	<b>Process and Policy Assessment</b>	
2-A	Detailed Policy and Process Analysis	\$40,000
2-B	Future State Process Documentation	\$40,000
<b>3</b>	<b>Readiness Plan</b>	
3-A	Readiness Plan and Implementation Guide	\$20,000
<b>TOTAL NOT-TO-EXCEED PRICE for PHASE 1</b>		<b>\$110,000</b>

### Additional Services

Task/Deliverable	Milestone	Price
3-1	Chart of Accounts (100 hours at \$300/hour)	\$30,000
3-2	Policy Development (100 hours at \$300/hour)	\$30,000
<b>TOTAL PROPOSED AMOUNT FOR TASK 3-1 AND 3-2</b>		<b>\$60,000</b>

**Total Proposal Amount = \$170,000**

Notes:

- GFOA services for chart of account and policy development would only be invoiced if used. The City is not required to use the full amount proposed.
- GFOA's proposal is based on rates of \$300 per hour. GFOA will honor a rate of \$300 per hour for all future work on this project, including any potential services provided through the end of the City's ERP implementation project.
- *Note: GFOA's milestone pricing includes travel costs.*



## Section IV – Contract Requirements

GFOA would like to add the following to any future agreement.

- GFOA is a nonprofit membership association made up of members representing organizations like the City. Therefore, the GFOA's liability and indemnification under any agreement reached with your organization will be limited to the extent of claims paid by insurance coverage currently in force.
- The City's staff will be reasonably available for interviews and will participate in the project as agreed upon and appropriate. the City agrees not to cancel meetings once established (which would increase our travel costs).
- Unless otherwise stated, the City agrees to confirm acceptance of deliverables within a mutually agreed upon number of business days. If a deliverable is not accepted, the City must state in writing to the GFOA Project Manager the changes needed to the deliverable to gain acceptance.
- The GFOA conducts the majority of the engagement work on a fixed-fee engagement, where payment is due upon completion of deliverables. If any work is to be billed using a time and expense method, the time and expense portion of the engagement will be billed on a monthly basis at the hourly rate of \$300/hour, unless otherwise noted.
- When performing work on-site, GFOA staff will be provided appropriate workspace and access to copiers, projectors, workspace, and miscellaneous office supplies if necessary.
- GFOA is scoped to prepare one RFP document and conduct the evaluation process for that one RFP. If it is determined to be in the City's best interested to release multiple RFPs, GFOA will develop those RFPs at no additional cost. Proposal evaluation and system selection services for multiple RFPs may require additional cost depending on timing.
- As an educational, nonprofit, professional membership association, the GFOA reserves the right to publish non-confidential documents describing the results of, or created during, the services described in this scope of work. The GFOA will not publish any item with the name of the City without obtaining prior written consent of the government.
- The City recognizes that GFOA's role is to provide information, analysis and advisory services. As such, GFOA bears no responsibility for the performance of the software, hardware, or implementation service suppliers.



## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the Mayor to Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-116-2025

Work Session: May 5, 2025

First Reading: NA

Final Adoption: May 6, 2025

Staff Work By: Stephanie Griffin

Presentation By: Michael T. Borders

---

#### **Recommendation:**

Approval of the Resolution.

#### **Executive Summary:**

If approved the City will enter into the Public Library Service Agreement FY26 with the State of Tennessee State Library and Archives.

This is an annual agreement which makes the Kingsport Public Library eligible to receive:

- Professional and technical assistance to library staff and commission.
- Annual funds of approximately \$13,700 for the purchase of new materials.
- Downloadable ebooks, e-audio, and e-magazines available through Overdrive purchased with State/Regional funds and online reference resources/databases valued at \$12.4m.
- Digital resources (Libby) account for 43% of the library's total fiscal year-to-date circulation.
- Statewide courier service.
- Access to direct library grants, awarded state funds of \$5,131.50 from LSTA Technical Grant in FY25.

The agreement was approved and a recommendation made for BMA approval at the April 14<sup>th</sup> Library Commission Meeting.

#### **Attachments:**

1. Resolution
2. Agreement

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—



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

A RESOLUTION APPROVING THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES AND AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE SAME TO RECEIVE FUNDING FOR BOOKS, TRAINING, AND SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2026

WHEREAS, the city is eligible to receive fiscal year 2026 Tennessee State Library and Archives funding for books, access to online resources, professional training, use of the state-wide courier service, the automation system, and internet service through the Holston River Regional Library System; and

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

Now therefore,

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

SECTION I. That the renewal of the Public Library Service Agreement with the Tennessee State Library and Archives which provides funding for books, access to online resources, professional training, use of the state-wide courier service, the automation system, and internet service through the Holston River Regional Library System for fiscal year 2026 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 Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system and internet service through the Holston River Regional Library System for fiscal year 2026, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

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

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

ADOPTED this the 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

---

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

---

RODNEY B. ROWLETT, III, CITY ATTORNEY



**Department of State**  
Tennessee State Library and Archives  
1001 Rep. John Lewis Way N  
Nashville, Tennessee 37219-1115  
(615) 741-7996

**PUBLIC LIBRARY SERVICE AGREEMENT**

**Holston River**  
**Sullivan County**  
**FY2025-26**

**Responsibilities of the following Public Library(ies):** *Please list libraries below in this box.*

Kingsport Public Library & Archives

*The Public Library Board of Trustees will:*

1. Confirm and provide proof (upon request) that the library has been legally established in accordance with Tennessee Code Annotated 10-3-101.
2. Furnish annual documents for participation in the Tennessee State Library and Archives Regional System, including:
  - The Public Library Maintenance of Effort Agreement
  - The Public Library Service Agreement
  - The Official Public Library Service Area Population Agreement
  - Official Library Board Appointment form
  - The Public Library Statistics Survey (Data Collection)
  - Tennessee Non-Metropolitan Public Library Standards Survey
  - Board of Trustees minutes and other reports made to the County or City governing body
  - A Long-Range Plan for Library Services and Technology
  - Bylaws and Policy Manual
3. Support the allocation of locally appropriated public funds at a level not less than the amount appropriated in the last fiscal year, as well as the expenditure of locally appropriated funds at a level not less than the total amount expended in the last fiscal year. This is referred to as "Maintenance of Effort" (MOE) in various documents and also applies to library operating hours as detailed in item 5 of this document. (T.C.A. 10-3-102)
4. Ensure compliance with the Public Library Maintenance of Effort agreement and this Public Library Service Agreement.
5. Maintain a schedule of service hours Item XI13. meets the needs of the residents and

that will not fall below the level set in the preceding year. (T.C.A. 10-3-102) Note: Unduplicated branch hours are included in the service hours provided system-wide.

6. Follow all local, state and federal laws and regulations, including display, provision and transmission of the mail-in or online Application for Voter Registration within the library facilities. (See National Voter Registration Act of 1993)
7. Provide basic library services free to the inhabitants of the city or county. Extend the privileges and facilities of the library to persons residing outside the County or City upon such terms as the County or City may deem proper. (T.C.A. 10-3-107)
8. Adopt written bylaws and library usage policies. Bylaws must be reviewed every 3 years. With the exception of those policies listed below, usage policies must be reviewed at least every other year and filed with the region as revised and dated. The list of recommended policies can be found in the Standards for Public Libraries (*Tennessee Standards for Public Libraries 2018: Governance 3-8*). The following policies are essential for every library and must be reviewed and approved by the board annually:

- Collection Development Policy (Includes Reconsideration of Materials Policy)
- Internet Safety Policy (Recognizes the Children’s Internet Protection Act – CIPA)

***See Attached Collection Development and Internet Safety Policy Minimum Requirements, which are a part of this agreement.***

9. For all applicable meetings, including committee meetings, follow Open Meetings Law, including adequate public notices (T.C.A. 8-44-103 & 112), a period for public comment (Public Chapter 300, 2023), and minutes properly recorded and distributed (T.C.A. 8-44-104).
10. Include Regional Director, or regional designee, in all board meetings as a non-voting participant, and provide information related to the meetings to Regional Director, or regional designee, in a timely manner. Such information should include official acts of the board and other pertinent information related to the library.
11. Participate in trustee continuing education and training provided by the Regional Library and the Tennessee State Library and Archives, including Trustee Workshops and the Tennessee Trustee Certification Program.
12. Require library staff to participate in a minimum number of hours of annual training and to report the number of hours of annual training. Training may include a combination of in-person and online training.
  - a. Administrative staff: Library directors and administration will receive a

minimum of 25 hours of library-related training annually, of which at least 20 hours must be regionally or state-sponsored.

- b. Paid staff working 20 hours or more: Staff working 20 hours or more per week will receive a minimum of 10 hours of library-related training annually, of which at least 5 hours must be regionally or state-sponsored.
- c. Paid staff working less than 20 hours per week will receive a minimum of 5 hours of library-related training annually, of which at least 2 hours must be regionally or state-sponsored.

13. Provide complete and correct MARC records compatible with the statewide catalog database (ShareIT), which facilitates the statewide interlibrary loan program.

*The following resources, available upon request, will be helpful to public libraries in meeting these responsibilities:*

- Tennessee Code Annotated, Title 10
- Tennessee Standards for Public Libraries, 2018

## **Responsibilities of the State Library and Its Regional Libraries**

*Subject to availability of resources, the State will:*

1. Assist County and City officials and library boards in developing a unified system of public library service for all residents of a county or city.
2. Provide professional library consultant services to local public library boards and staff, which may include:
  - Planning and Development
  - Personnel Management
  - Policy Development
  - Recruitment and Hiring of Library Directors
  - Collection Management
  - Grant Preparation Guidance
  - Automation Guidance
  - Facilities Management and Construction Guidance
3. Upon request, furnish technical and technology assistance to local public library boards and staff, which may include:
  - Materials Acquisitions
  - Original Cataloging
  - Data Collection and Analysis
  - Computer Hardware/Software Problem Resolutions
  - Shared ILS Problem Resolutions

4. Allocate and monitor State funds for a collection of library materials on indefinite loan.
5. Facilitate access to R.E.A.D.S. (Regional eBook and Audiobook Download System) or other digital resources provided by the regional library system.
6. Provide an annual summer reading program workshop and selected library participant materials for promotion and implementation.
7. Purchase and maintain a collection of print and online professional materials to support the improvement of library and management skills of local public library boards and staff.
8. Supply statistical information and data concerning the operation and use of the library.
9. Offer training specific to public library trustees, including the annual Tennessee Trustee Workshops and the Tennessee Trustee Certification program.
10. Offer a minimum of 30 hours of workshops and training for library boards and staff. Training may include in-services, workshops, roundtables, or online training.

*If you wish to participate in the Regional Library System this year (July 1, 2025 through June 30, 2026), please acknowledge and agree to the Library Service Agreement as soon as possible.*

\_\_\_\_\_ We acknowledge that our Collection Development and Internet Safety Policies meet the minimum requirements outlined in this document, and we have reviewed these policies within the last 12 months.

\_\_\_\_\_  
Date

Signature, Chair, Kingsport Public Library & Archives Board

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Bessie Davis, Director of Regional Libraries

References:

*Tennessee Code Annotated, Title 10 Tennessee  
Standards for Public Libraries, 2018*

*Revised form: 01/04/2024*

# **Tennessee Regional Library System**

## **Collection Development and Internet Safety Policy Minimum Requirements**

Local libraries must ultimately make the decision on what materials to purchase. The Tennessee Regional Library System, however, recognizes that state and federal funds are often used by the local libraries to purchase materials, either directly or through the Regional Library System, and this guidance is intended to ensure that no state and federal funds are used to purchase books and materials that are harmful to minors. To be eligible to receive funding from the Tennessee Regional Library System, public libraries in the Regional Library System must include certain requirements in their Collection Development Policies and Internet Safety Policies, as discussed below.

**Collection Development Policy:** Every library participating in the Tennessee Regional Library System must have a Collection Development Policy that reflects the following:

1. All materials are selected by the local public library in accordance with the individual public library's full Collection Development Policy;
2. The public library's Collection Development Policy is approved by the public library's Board of Trustees (or equivalent governing body) at least annually;
3. The public library director is aware of all books selected for purchase by the individual public library, through the Regional Library System or otherwise, and the library director will share a list or lists of newly purchased materials with the public library's Board of Trustees (or equivalent governing body). While the public library director may delegate the selection and purchasing of materials to other library staff, the intention behind this requirement is to underscore that the ultimate responsibility for selecting and purchasing materials resides with the library director;
4. No funds received are used to purchase, nor will the library otherwise acquire, material that constitutes "child pornography," is "harmful to minors," or is "obscene;"
5. Books and materials that contain sexual themes or content are reviewed by the public library independently for age-appropriateness and cataloged accordingly – even if this overrides the age-appropriateness recommended by the publisher;
6. The library has a written, publicly accessible library materials challenge policy that (a) defines which parties may dispute or challenge the library's age-appropriate designation on materials, with such definition, at a minimum, including but not limited to, a parent or guardian of a minor within the library district, (b) defines the process by which a materials challenge can be initiated, and (c) provides for the results of any such dispute or challenge to be disclosed in the public library's official Board of Trustee minutes.

**Internet Safety Policy:** Every library taking part in the Tennessee Regional Library System must have an Internet Safety Policy that reflects the following:

1. The policy must include an acknowledgment that the public library is aware of, and adheres to, the Children's Internet Protection Act (CIPA), <https://www.fcc.gov/consumers/guides/childrens-internet-protection-act>, which in part states:

**Libraries subject to CIPA are required to adopt and implement an Internet safety policy addressing:**

- a. Access by minors to inappropriate matter on the Internet;
  - b. The safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
  - c. Unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
  - d. Unauthorized disclosure, use, and dissemination of personal information regarding minors; and
  - e. Measures restricting minors' access to materials harmful to them.
2. Annually, the public library's Board of Trustees must meet to discuss the library's Internet Safety Policy in an open-to-the-public Board Meeting and document the approval of the policy in the minutes of such meeting. (This is required to maintain CIPA compliance).
  3. The public library's Board of Trustees must review compliance with CIPA annually and must specifically acknowledge compliance under one of the following methods:

**Method of compliance (Please Select One):**

1. \_\_\_\_\_ Filtering software is in use for all PCs in the library, and an Internet Usage Policy is in place, which establishes measures to restrict minors from gaining access to material that is pornographic to minors, as determined by community standards.
2. \_\_\_\_\_ The Library is not supported with federal funding.
3. \_\_\_\_\_ The Library does not offer Internet Access.

Kingsport Public Library & Archives

Library Name

Date





## AGENDA ACTION FORM

### **Consideration of a Resolution Renewing the Contract for Concession Food Service Distributor for the Kingsport Aquatic Center with The H.T. Hackney Company**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-121-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Wendy Terrazas

Presentation By: Michael T. Borders

---

#### **Recommendation:**

Approve the resolution.

#### **Executive Summary:**

If approved the City will renew the contract with H.T. Hackney Company as the vender for concession items at the Kingsport Aquatic Center for a period of one year.

H.T. Hackney was awarded the contract for concession vending in 2017 and again in 2022 through an RFP process. The RFP allows for annual renewals contingent upon satisfactory performance in the prior term.

Staff is recommending renewing the contract with H.T. Hackney Company for a period of one (1) year for various concession items & equipment at the Kingsport Aquatic Center.

Concession items will be ordered on an as-needed basis by the city. The contract will be awarded for one (1) year with an option to renew annually providing all terms, conditions, and costs are acceptable to both parties. The city reserves the right to rebid at the end of any contract period.

In the last fiscal year, the concessions stand brought in approximately \$275,000 in revenue and netted approximately \$75,000 on a cash basis.

Funding is identified in Account #419-5022-507-31.90

#### **Attachments:**

1. Resolution

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Vacancy	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AUTHORIZING THE RENEWAL OF THE KINGSFORT AQUATIC CENTER CONCESSION FOOD SERVICE DISTRIBUTOR PROPOSAL WITH H.T. HACKNEY COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, on May 15, 2017, the board approved the proposal of H.T. Hackney Company as the Concession Food Service Distributor at the Kingsport Aquatic Center(Resolution No. 2017-208); and

WHEREAS, the request for proposal permitted annual renewals so long as the terms of the renewal were acceptable to the city; and

WHEREAS, staff recommends renewing the proposal for the period of one year; and

WHEREAS, concession items will be ordered on an as needed basis, and funding is identified in account # 41950225073190.

Now therefore,

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

SECTION I. That the renewal of the proposal with H.T. Hackney Company as the Kingsport Aquatic Center concession food service distributor for a period of one year, is approved, and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### **Consideration of a Resolution Approving the Acceptance of a Sculpture from the Kiwanis Club of Kingsport and Approving the Sculpture as Public Art**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-127-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Committee

Presentation By: Michael T. Borders

---

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved the City will accept a donation in the form of a sculpture from the Kiwanis Club of Kingsport (Club) and will approve the sculpture as public art.

The Club approached City staff earlier this year to develop a sculpture celebrating the 100<sup>th</sup> year of the Kingsport Kiwanis Club. Staff worked with the Club in exploring potential locations, ultimately recommending the parklet on the north side of the Broad and New Street intersection. This location has received all the necessary approvals from City staff.

The sculpture artist is Don Clifton with Ironworks. The sculpture is 12' in diameter with the world in the middle surrounded by silhouettes of children, encompassing the Club's mission of, "improving the world one child and one community at a time". The mission ties in well with the library renovation's focus on children.

The sculpture is a commissioned piece and currently does not have a timeline for completion or installation. The existing piece, *Ribbon Arch*, will be relocated if the Kiwanis piece is ready for installation prior to April 2026.

The Cultural Arts Commission considered the sculpture at their regularly scheduled meeting on April 11<sup>th</sup> voted unanimously to send a positive recommendation to the BMA for approval.

#### **Attachments:**

1. Resolution
2. Supplemental Information

Item XI15.

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION ACCEPTING A DONATION OF A SCULPTURE  
COMMISSIONED BY THE KIWANIS CLUB OF KINGSPORT AND  
APPROVING THE SCULPTURE AS PUBLIC ART

WHEREAS, the Kiwanis Club of Kingsport has commissioned a sculpture which the club deems to embody its mission of improving the world one child and one community at a time; and

WHEREAS, the Kiwanians desire and have requested this sculpture be made a part of the sculpture walk for the benefit of the city at large; and

WHEREAS, a potential site at the intersection of Broad Street and New Street has been identified as an appropriate placement for the sculpture upon completion as the imagery will be complimentary to the library once renovations are complete; and

WHEREAS, the Cultural Arts Commission unanimously voted in favor of a positive recommendation to the board that the donation be accepted and the sculpture be designated as public art.

Now therefore,

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

SECTION I. That the donation to the city from the Kiwanis Club of Kingsport of the commissioned sculpture is accepted.

SECTION II. That the commissioned sculpture be and is hereby designated as a public art installation.

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

ADOPTED this the 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



---

**Kiwanis Sculpture – Proposed Location**





## AGENDA ACTION FORM

### **Consideration of a Resolution to Condemn for the Fieldcrest Annexation Sanitary Sewer Project**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-114-2025

Work Session: May 5, 2025

First Reading: May 6, 2025

Final Adoption: May 6, 2025

Staff Work By: R. Trent

Presentation By: B. Rowlett

---

#### **Recommendation:**

Approve the resolution.

#### **Executive Summary:**

In order to continue with the construction of the Fieldcrest Annexation Sanitary Sewer Project, the attached resolution has been prepared authorizing and directing the city attorney to institute condemnation proceedings to acquire property that cannot be voluntarily secured from the affected property owners.

#### **Attachments:**

1. Resolution
2. Supplemental Information
3. Location Map
4. Ordinance #7199

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Mayes	—	—	—
Montgomery	—	—	—



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

A RESOLUTION TO AUTHORIZE CONDEMNATION  
PROCEEDINGS FOR THE FIELDCREST ANNEXATION  
SANITARY SEWER PROJECT

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, has accorded completion of the Fieldcrest Annexation Sanitary Sewer Project a priority; and

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, by passage of Ordinance #7199 authorized and directed the City Attorney of the City of Kingsport to institute condemnation proceedings upon direction by resolution of the Board of Mayor and Aldermen in the event that the necessary property cannot be voluntarily acquired; and

WHEREAS, the City of Kingsport, Tennessee has tendered to the owners of record its offer to purchase certain property in the Fieldcrest Road area situated in the 7th Civil District of Sullivan County, to-wit:

Bradley & Rachael Houser Properties – Bradley & Rachael Houser  
Claudia Bowers, etux Property – Claudia Bowers, etux  
Russell R. Cable, etux Property – Russell R. Cable, etux  
Jeffrey Fleenor Living Trust & Charles Fleenor Property – Jeffrey Scott Fleenor & Charles Justin Fleenor  
Jeffrey Fleenor Living Trust & Tiffany Fleenor Property – Jeffrey Scott Fleenor & Tiffany Fleenor  
Charles Justin Fleenor Property – Charles Justin Fleenor  
Donald & Estenia Lewis Property – Donald & Estenia Lewis  
Kevin & Penny Martin Property – Kevin & Penny Martin

WHEREAS, since said owners have either rejected the offer to purchase by the city or have, to this date, not executed a deed, the Public Works Department has requested that the city attorney institute condemnation proceedings to acquire said property for the sanitary sewer project.

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSFORT, TENNESSEE, as follows:

1. That the recommendation of the Public Works Department to initiate condemnation proceedings to secure the referenced property is well taken and is hereby approved.

2. Further, that the City Attorney of the City of Kingsport, Tennessee, is hereby authorized to institute condemnation proceedings to acquire certain property located in the Fieldcrest Road area situated in the 7th Civil District of Sullivan County, to-wit:

Bradley & Rachael Houser Properties – Bradley & Rachael Houser  
Claudia Bowers, etux Property – Claudia Bowers, etux  
Russell R. Cable, etux Property – Russell R. Cable, etux  
Jeffrey Fleenor Living Trust & Charles Fleenor Property – Jeffrey Scott Fleenor & Charles Justin Fleenor  
Jeffrey Fleenor Living Trust & Tiffany Fleenor Property – Jeffrey Scott Fleenor & Tiffany Fleenor  
Charles Justin Fleenor Property – Charles Justin Fleenor  
Donald & Estenia Lewis Property – Donald & Estenia Lewis  
Kevin & Penny Martin Property – Kevin & Penny Martin

ADOPTED this the 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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





Project Area

Project Area

Project Area

Project Location Map  
Sanitary Sewer Connection  
To Fieldcrest Road  
City Of Kingsport

- Legend**
- Sewer Line Project Area
  - Selected Parcels
  - Parcels
  - Kingsport City Limits

Item XI16.





Re: Supplemental to AF-114-2025

On January 21, 2025 the Board approved action to purchase Right-of-ways and easements for the Fieldcrest Annexation Sewer project.

In July 2022, nearly 200 acres of property along Fieldcrest Rd and Catawba Ln was annexed into the City of Kingsport. The plan was to develop this property for residential housing. According to the plan of services approved by the BMA, sewer service is to be provided within five years (July 2027). Construction funding was approved in FY 2024. The development has recently been approved and is under construction. These easements are necessary in order to serve the property according to our plan of service.

Utilities Department  
1113 Konnarock Rd | Kingsport, TN 37664 | P: 423-229-9454

[www.kingsporttn.gov](http://www.kingsporttn.gov)

*Clean Water*

Pu Item XI16. th

*Serving Citizens*

## ORDINANCE NO. 7199

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECTS; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the construction of public works projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-35-101 et seq., the city has embarked upon the accomplishment of the herein named public works project in accordance with the terms and provisions of said Act; and

WHEREAS, the city is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the city, for present or future public use, and in accordance with the terms and provisions of the general law of the state regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named public works project to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named public works project; and

WHEREAS, time is of the essence in the accomplishment of the herein named public works project,

Now therefore,

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

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the city attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following public works projects:

Reedy Creek Trunk Line Improvement Project  
Fieldcrest Annexation Sanitary Sewer Project

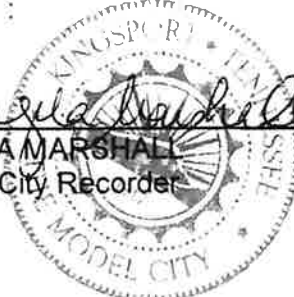
SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the city attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by Resolution.

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

  
PAUL W. MONTGOMERY, Mayor

ATTEST:

  
ANGELA MARSHALL  
Deputy City Recorder



APPROVED AS TO FORM:

  
RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: March 18, 2025

PASSED ON 2ND READING: April 1, 2025



## AGENDA ACTION FORM

### **Consideration of a Resolution to Condemn for the Reedy Creek Trunk Line Project**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-134-2025

Work Session: May 5, 2025

First Reading: May 6, 2025

Final Adoption: May 6, 2025

Staff Work By: R. Trent

Presentation By: B. Rowlett

---

#### **Recommendation:**

Approve the resolution.

#### **Executive Summary:**

In order to continue with the construction of the Reedy Creek Trunk Line Project, the attached resolution has been prepared authorizing and directing the city attorney to institute condemnation proceedings to acquire property that cannot be voluntarily secured from the affected property owners.

#### **Attachments:**

1. Location Map
2. Ordinance #7199
3. Resolution

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Mayes	—	—	—
Montgomery	—	—	—

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

A RESOLUTION TO AUTHORIZE CONDEMNATION  
PROCEEDINGS FOR THE REEDY CREEK TRUNK LINE  
IMPROVEMENT PROJECT

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, has accorded completion of the Reedy Creek Trunk Line Improvement Project a priority; and

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, by passage of Ordinance #7199 authorized and directed the City Attorney of the City of Kingsport to institute condemnation proceedings upon direction by resolution of the Board of Mayor and Aldermen in the event that the necessary property cannot be voluntarily acquired; and

WHEREAS, the City of Kingsport, Tennessee has tendered to the owners of record its offer to purchase certain property in the Lovedale Road area situated in the 11th Civil District of Sullivan County, to-wit:

Murry C. Groseclose, III, etux Property – Murry C. Groseclose, III, etux

WHEREAS, since said owners have either rejected the offer to purchase by the city or have, to this date, not executed a deed, the Public Works Department has requested that the city attorney institute condemnation proceedings to acquire said property for the sanitary sewer project.

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSFORT, TENNESSEE, as follows:

1. That the recommendation of the Public Works Department to initiate condemnation proceedings to secure the referenced property is well taken and is hereby approved.

2. Further, that the City Attorney of the City of Kingsport, Tennessee, is hereby authorized to institute condemnation proceedings to acquire certain property located in the Lovedale Road area situated in the 11th Civil District of Sullivan County, to-wit:

Murry C. Groseclose, III, etux Property – Murry C. Groseclose, III, etux

ADOPTED this the 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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





W-STONE DR

11W 1

W-STONE DR



CLINCHFIELD ST

LOVEDALE DR

082046B  
G 00100

HOLSTON VALLEY DR

SEWANEE AV



CHEROKEE  
VILLAGE DR

W RAVINE RD

FERGUSON ST

**Location of Requested Easement  
0.785 Acres**

**Legend**

-  Easment
-  Parcels

0 250 500 Feet

Item XI17.

**Project Location Map  
Groseclose Easement**



## ORDINANCE NO. 7199

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECTS; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the construction of public works projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-35-101 et seq., the city has embarked upon the accomplishment of the herein named public works project in accordance with the terms and provisions of said Act; and

WHEREAS, the city is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the city, for present or future public use, and in accordance with the terms and provisions of the general law of the state regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named public works project to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named public works project; and

WHEREAS, time is of the essence in the accomplishment of the herein named public works project,

Now therefore,

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

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the city attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following public works projects:

Reedy Creek Trunk Line Improvement Project  
Fieldcrest Annexation Sanitary Sewer Project


SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the city attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by Resolution.

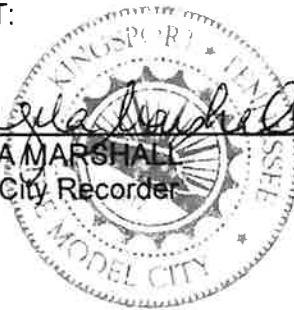


SECTION III. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

  
PAUL W. MONTGOMERY, Mayor

ATTEST:

  
ANGELA MARSHALL  
Deputy City Recorder



APPROVED AS TO FORM:

  
RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: March 18, 2025

PASSED ON 2ND READING: April 1, 2025



## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the Mayor to Sign Agreements with Tri-Cities United Soccer Club**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-124-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Chas Smiley

Presentation By: Michael T. Borders

---

#### **Recommendation:**

Approval of the Resolution.

#### **Executive Summary:**

If approved the City will enter into agreements with Tri-Cities United Soccer Club (TRIC) for concessions rights and for the use of Eastman Park at Horse Creek. TRIC has worked with the City of Kingsport to organize and operate recreational soccer programs and to provide soccer opportunities within the region. Eastman Park at Horse Creek serves as TRIC's primary facility for program operations.

The current TRIC agreement and TRIC Concession Lease is nearing the end of its term and TRIC and staff desire to enter into a new agreement. The new agreement will be for a term of 12 months, ending June 30, 2026 for the use of Eastman Park at Horse Creek Facilities and establishes concessionaire rights.

In the prior seasons TRIC had 494 participants in the spring and 420 participants in the fall for ages 5-15.

TRIC will continue to collaborate on promotion and marketing, and conduct coach's clinics, skills camps, staff assistance and games.

These agreements allow the City of Kingsport to partner with TRIC to provide exceptional recreational soccer opportunities for the citizens of Kingsport.

#### **Attachments:**

1. Resolution

Item XII1.

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AGREEMENTS WITH TRI-CITIES SOCCER CLUB RELATED TO  
THE USE OF THE ATHLETIC FIELDS AND CONCESSION  
STAND OPERATIONS AT EASTMAN PARK AT HORSE CREEK

WHEREAS, Tri-Cities United Soccer Club has worked with the city to organize and operate a recreational soccer program and to provide competitive soccer opportunities within the region, and in recent years their primary facility for program operations has been Eastman Park at Horse Creek; and

WHEREAS, the city desires to enter into an agreement with Tri-Cities United Soccer Club for a term of twelve (12) months for the use of the soccer fields and storage facilities at Eastman Park at Horse Creek; and

WHEREAS, the city also desires to enter into an agreement with Tri-Cities United Soccer Club for the use of the Eastman Park at Horse Creek facilities which includes operation of the concession stand for a term of twelve (12) months.

Now therefore,

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

SECTION I. That an agreement for use of Eastman Park at Horse Creek 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 Tri-Cities United for the use of Eastman Park at Horse Creek, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**AGREEMENT BETWEEN  
CITY OF KINGSFORT, TENNESSEE  
AND  
TRI-CITIES UNITED SOCCER CLUB**

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between CITY OF KINGSFORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY"), and TRI-CITIES UNITED SOCCER CLUB (hereinafter "TRIC"), a Tennessee nonprofit corporation.

**W I T N E S S E T H**

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of CITY; and

WHEREAS, Eastman Park at Horse Creek is a soccer facility in Northeast Tennessee; and

WHEREAS, a special Oversight Committee has been created by this Agreement to work with TRIC; and

WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, Kingsport, Tennessee, and hereafter referred to as "Facilities;" and

WHEREAS, TRIC and CITY desire to enter into this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by TRIC and the respective obligations contained herein.

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

## **I. TERM**

1. This Agreement shall begin on the date of the execution hereof and end on June 30, 2025. However, this Agreement may be terminated with or without cause by either party by giving one hundred twenty (120) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

## **II. OVERSIGHT COMMITTEE**

1. Under the direction of the Kingsport Parks and Recreation Advisory Committee, an Oversight Committee will be appointed for the purpose of providing general guidance and overall direction for the soccer program that is conducted at the facilities. The committee will be composed of the following members:
  - a. Parks and Recreation Advisory Committee Member or designee;
  - b. TRIC Recreation Coordinator;
  - c. TRIC President or representative appointed by TRIC Board of Directors;
  - d. Parks and Recreation Department staff member;
  - e. Dobyys Bennett Boys Varsity Soccer Coach or designee; and
  - f. Dobyys Bennett Girls Varsity Soccer Coach or designee.
2. It is preferred that the individuals appointed to fill the positions of (c) and (d) be City of Kingsport residents. These six positions must be six different persons.
3. The Oversight Committee will continuously review the operations of the soccer program and ensure that the Agreement between CITY and TRIC is followed. Responsibilities of the Oversight Committee will include, and not be limited to the following:
  - a. Review of residency issues;
  - b. Review of program statistics related to participation and benchmark data;
  - c. Review of scheduling and of facility and program operations; and
  - d. Items in Section IV.9 pertaining to items that TRIC provides to CITY.
4. Items that CITY received from TRIC are to be submitted to the Program Coordinator for Parks and Recreation, who will prepare for review by the Oversight Committee. The Oversight Committee will meet on a quarterly basis throughout the year, and on more occasions if necessary.

## **III. OPTION TO RENEW**

1. This Agreement may be renewed for one additional term of one year at the option, but not at the obligation, of the parties conditioned upon the following:
  - a. If not in violation of any obligation hereunder, TRIC, shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If TRIC, should desire to renew this Agreement, it shall do so by giving written notice to CITY prior to May 1 of the year for which the extension is requested. In the event unforeseen circumstances cause a delay in renewal, the Agreement will remain in place until it is renegotiated.
  - b. An evaluation shall be performed jointly by the Oversight Committee and members of the Board of Directors of TRIC in order to measure the success of the Agreement. This is to ensure that the service to the citizens of Kingsport and the emphasis of the Kingsport Recreational Soccer program has remained the primary focus.

## **IV. USE OF FACILITIES**

1. TRIC will be the primary youth soccer provider, hereinafter referred to as "Kingsport Recreational Soccer Program," for CITY. Thus, during the period ending June 30, 2025, TRIC, shall have the primary right to use the Facilities, as assigned by CITY, during TRIC regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Kingsport Recreational Soccer Program must maintain 51% or more CITY residents each season. The percentage requirement is to be followed on a per season basis. The first priority for field use is for the Kingsport Recreational Soccer Program. At any time, the soccer facilities are not being used by TRIC, CITY may assign such facilities to other associations or parties. To qualify as a CITY resident, a participant must meet one of the following criteria:
  - a. Lives inside the city limits of Kingsport based on 911 address;
  - b. Parent/Legal Guardian pays city of Kingsport property tax; or
  - c. Participant attends a school operated by the city of Kingsport School system.
2. The second priority for use of the Facilities is by the TRIC Academy programs that have 51% or more CITY residents. This program will be referred to as "Tribe Academy Program" and these age divisions of play may be scheduled after the Kingsport Recreational Soccer Program has been given the appropriate amount of play.
3. The third priority for use of the facilities is the TRIC Academy programs that have less than 51% CITY residents.
4. "Friendlies:" The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a TRIC team based at

the facilities. Other games not involving TRIC teams may not be held at facility without prior approval of CITY.

5. Normal usages outlined include the following for the Kingsport Recreational Soccer Program and academies:

- a. 2 practices per week
- b. 5 – 7 league days during the season
- c. 1 local festival per season
- d. 2 – 3 friendlies per season
- e. 1 – 2 level appropriate tournaments per season

6. Additional uses must have the approval of the Oversight Committee and the recommendation for fees shall come from the committee.

7. TRIC may use the conference room located at facilities for official TRIC use and temporary office space during the term of this Agreement. It is the responsibility of TRIC to keep the room clean and organized during the term of this agreement. CITY is not responsible for the security of any items belonging to TRIC that are in this room.

8. CITY will allow minimal storage for equipment and supplies, inside the designated maintenance area of the facilities main building. TRIC will also be allowed to have one maintenance storage unit on property. Location and style of the storage unit to be approved by the CITY.

9. TRIC understands and agrees that CITY is not responsible for the security or maintenance of any TRIC equipment or supplies that are stored at Eastman Park at Horse Creek.

10. TRIC regular Fall and Spring Recreational Soccer Program seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring TRIC Recreational Soccer Program seasons, CITY may resume the primary right to designate use of the facilities for up to three consecutive days. This interruption may not occur more than once during each Recreational Soccer Program season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to minimize disruption to TRIC Recreational Soccer Programs. The conditions described in the concession lease with TRIC will continue to apply during these designated periods.

11. CITY reserves the right to utilize the facilities when TRIC league activities are not scheduled. If facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.

12. TRIC may not make any additions and/or alterations to the facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.

13. TRIC understands and agrees that at times weather, scheduled maintenance, and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.

14. CITY shall at all times have the right to inspect the facilities being used by TRIC and all TRIC sponsored activities related to the use of facilities.

V. If TRIC should desire to use facilities for additional tournaments, special events, or programs, TRIC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement but shall require a separate written Agreement between the parties.

#### **OBLIGATIONS OF CITY**

1. CITY agrees to provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:

- a. Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.
- b. Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary by CITY staff.
- c. Maintain all bleachers in a safe and secure condition.
- d. Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.
- e. Maintain structural integrity of concession stands, restrooms, and city storage areas, including repair or replacement of damaged roofs, doors, and windows.
- f. Maintain all city buildings and field lighting systems, including repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings.
- g. Maintain all scoreboards and control systems as needed.
- h. Maintain field irrigation systems and watering schedules of turf areas.
- i. Communicate with TRIC field mowing, fertilization, and irrigation schedules. Inform TRIC of any other required maintenance on the fields that would alter playing schedules.

- j. Provide TRIC with contact information for after-hour and everyday needs.
- k. Maintain and repair all parking areas to include gates.
- l. Maintain all trails within the facilities.
- m. Establish key control and Musco control link access.
- n. Provide custodial supplies to be stocked in appropriate areas by TRIC. CITY will provide toilet paper and cleaning supplies to be used, TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms once per day as needed, 7 days per week, with TRIC responsible for cleaning as needed at all other times.
- o. Determine rental fees and rules for usage of facility.
- p. Allow nonvoting ex-officio representation by TRIC on the Parks and Recreation Athletics Advisory Board.
- q. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
- r. Establish policy for field lighting usage and access to computer codes.
- s. Provide a plan for and approve all capital improvements with input from TRIC.
- t. Provide for insurance on buildings.
- u. Provide white field paint (in an amount not to exceed 100 cases per year) to be used by TRIC at the facilities.
- v. Line fields as needed for events and activities assigned to user groups other than TRIC.
- w. Ensure the facility is locked when not in use.
- x. Assist TRIC with distribution of information and refer interested parties to TRIC, when necessary. It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TRIC for any monetary damages.

#### **VI. OBLIGATIONS OF TRIC**

- 1. TRIC agrees to:
  - a. Provide the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Kingsport Recreational Soccer program must have the advanced approval of the Oversight Committee.
  - b. Provide a scholarship program for the underprivileged.
  - c. Meet the following benchmarks for the Kingsport Recreational Soccer Program:
    - 1. Increase overall participation in the Recreational Program annually. The benchmark goal is to increase by a percentage established by the Oversight Committee annually. Participation increases will be assessed by comparing the previous year's recreation program participant numbers to the annual recreation program participation numbers after the completion of the Spring season. TRIC will provide participant data with 911 addresses.
    - 2. Perform a Customer Satisfaction survey annually of both Recreational soccer and Academy participants and analyze and implement changes based on the results of each survey. Questions for the survey will be developed jointly with the Kingsport Parks and Recreation staff.
    - 3. Provide educational and training sessions for coaches throughout each season through multiple training outlets (in person trainings, web-based trainings, printed materials, etc.).
    - 4. Consider hosting two tournaments each year that include TRIC teams and may also include non-TRIC teams in order to create a positive economic impact on the Kingsport community.
    - 5. Submit a marketing and promotion plan to Kingsport Parks and Recreation prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.
    - 6. Perform a criminal background check through Tennessee State Soccer on each volunteer who coaches or has one-on-one contact with youth. The purpose of this is to make the program as safe as possible for the youth participants. TRIC agrees that no coach shall come in direct contact with children if the background check indicates that he or she has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413, including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessor to:
      - i. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;
      - ii. any offense in Title 39, Chapter 13 (offenses against persons);
      - iii. Tenn Code Ann. § 39-14-301 AND Tenn Code Ann. § 39-14-203 (arson, aggravated arson;
      - iv. Tenn Code Ann. § 39-14-401 through § 39-14-404 (definition for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
      - v. Tenn Code Ann. § 39-15-401 through §39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
      - vi. Tenn Code Ann. § 39-17-417 (controlled substances offenses);

- vii. Tenn Code Ann. § 39-17-1320 (providing handgun to juveniles); or  
viii. any other offenses in Title 39, Chapter 17, Part 13 (weapons).

TRIC shall certify to CITY, in writing, that all coaches coming into direct contact with children have successfully completed the required background check and that such individuals have none of the listed convictions listed above, are not registered sex offenders, and have no other disqualifications.

2. At no expense to CITY, provide the following maintenance and repair:
  - a. Maintain soccer goals, nets, cables, net clips, program supplies and equipment including motorized vehicles and storage buildings owned by TRIC.
  - b. TRIC shall be responsible for daily game day policing of all litter at facilities to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.
  - c. Line all fields for TRIC recreations league, academy, and tournament play.
  - d. Monitor restroom facility and stock supplies to be provided by CITY.
  - e. Adhere to CITY rules that pertain to field usage and provide input on overuse.
3. Furnish to city Parks and Recreation Department a calendar of events Fall, Spring, and Summer seasons respectively. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the city Parks and Recreation Department.
4. Refer all groups requesting use of the facilities to the Kingsport Parks and Recreation Department. TRIC is not authorized to schedule the fields for anyone other than TRIC practices and/or games. This includes all school systems in the area.
5. Schedule and meet with the city Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with city staff.
6. Provide CITY with completed accident and incident reports pertaining to TRIC's use of facilities.
7. Report any facility maintenance problems to city designated personnel.
8. CITY will provide toilet paper and cleaning supplies to be used. TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms once per day as needed, 7 days per week, with TRIC responsible for cleaning as needed all other times.
9. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and TRIC agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.
10. Post no advertising or signage at the facilities that may conflict with existing facility sponsors and/or naming.
11. A minimum payment of \$6,000.00 fee is required per season. This fee offsets the field usage by TRIC for non-recreation based programs. As an incentive to increase participation in the Kingsport Recreational Soccer Program, TRIC will be given a credit of \$20.00 for every City of Kingsport resident that is registered in the recreation soccer league (per season) and/or as enrolled in each fee based instructional clinic. (Residency is defined in section IV.1 of this document) The \$6,000.00 fee will be reduced based on the cumulative amount of those credits. Fee payment shall be made by cash/check and reconciled per season.
12. Provide a responsible adult to be on-site at each and every activity scheduled at facilities.
13. Ensure the facility is locked each day at the conclusion of TRIC's use.
14. Not make any permanent changes to facilities or fields without the expressed prior written permission of CITY.
15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
16. Utilize the sports lighting in an efficient manner to help reduce electrical costs.
17. Follow all park rules that have been established by the CITY Parks and Recreation Department.
18. Assist CITY in moving and relocating soccer goals in the facilities. TRIC is responsible to ensure goals are properly anchored. As per City of Kingsport Risk Management recommendations, the goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:
  - a. Auger-style anchors that are screwed into the ground; or
  - b. Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or holds to secure the goal.
19. Allow ex-officio representation by city Parks and Recreation Department on TRIC Board.
20. Conduct only TRIC sanctioned and organized events and activities under the terms of this Agreement. Personal use of the facilities by TRIC members is outside the scope of this Agreement.

21. Hold CITY harmless from all damage or loss to TRIC equipment located at the facilities unless specifically caused by the sole negligence of CITY.
22. Provide city Parks and Recreation Department statistical data pertaining to participation and attendance at Facilities on a monthly basis.
23. Include a Photo and Video Policy on all advertisement and registration forms: Please be aware that photos and videos may be taken to promote the services and facilities that CITY offers and become the CITY's sole property. City of Kingsport and the media may publish these photographs or air these videos in printed publications, cable TV, and online on CITY's website and social media.
24. Abide by and comply with the requirements of Tenn. Code Ann § 68-55-503 "Sports Concussion Law" and Tenn. Code Ann. § 68-54-100 "Sudden Cardiac Arrest Prevention Act."
25. Maintain a website and social media presence with updated information regarding the Kingsport Recreational Soccer Program. Assign and monitor a public phone number and email for program questions, responding to messages within an appropriate timeframe.

#### **VII. ASSIGNMENT and EXCLUSIVITY**

1. This Agreement is a privilege for the benefit of TRIC only and may not be assigned in whole or part by TRIC to any other person or entity. Both parties understand that TRIC use of the facilities is nonexclusive.

#### **VIII. INSURANCE and INDEMNIFICATION**

1. TRIC will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, TRIC will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by TRIC of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of TRIC. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies. TRIC shall, before using transportation services, provide CITY with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide CITY the coverage set out herein and be acceptable to CITY. TRIC also shall provide CITY with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, TRIC shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by CITY, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership, or similar proceeding, TRIC shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.
2. TRIC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by TRIC or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of TRIC as set forth in this Agreement.

#### **IX. MISCELLANEOUS PROVISIONS**

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of the TRIC and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability



shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the concession agreement with Tri-Cities United Soccer Club at Eastman Park at Horse Creek is approved.

SECTION IV. 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 Tri-Cities United for the use of Eastman Park at Horse Creek, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**CONCESSION LEASE AGREEMENT BETWEEN  
CITY OF KINGSPORT  
and  
TRI-CITIES UNITED SOCCER CLUB**

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "LESSOR"), and TRI-CITIES UNITED SOCCER CLUB (hereinafter "CONCESSIONAIRE"), a Tennessee nonprofit corporation.

**W I T N E S S E T H**

That for and in consideration of \$50.00 per season, to be paid seasonally by CONCESSIONAIRE to LESSOR, LESSOR does hereby lease unto CONCESSIONAIRE for the period of August 1, 2024, through June 30, 2025, the concession rights for the sale of food, refreshments, confectionery, and beverages at the soccer fields at 2969 Sullivan Garden, Kingsport, Tennessee.

CONCESSIONAIRE agrees to and shall abide by the following conditions:

1. CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies, or other items offered for sale, and any other incidentals necessary for the operation of the concession.
2. CONCESSIONAIRE shall be responsible for the maintenance of its equipment to ensure that it is always in a safe and usable condition; and shall provide, at its own cost, a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager.
3. CONCESSIONAIRE agrees not to sublet or sublease, in any form, the rights as approved herein by City.
4. LESSOR'S Parks and Recreation Manager (hereinafter "Parks and Recreation Manager") shall approve all items offered under this Agreement and shall approve all prices charged to the public.
5. LESSOR retains all pouring rights for beverages and CONCESSIONAIRE agrees to honor such and will not do anything that would violate such pouring rights, including concessions or advertising.
6. CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.
7. CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly, and inviting condition that shall be satisfactory to the Parks and Recreation Manager. This shall include the area immediately surrounding the concession area.
8. CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.
9. LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.

10. Any alterations, repairs, or additions to the building area occupied by CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by CONCESSIONAIRE.

11. It shall be the obligation of CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise.

12. CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age, or sex.

13. LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this contract, and LESSOR may take possession upon a twenty-four (24) hour notice.

14. CONCESSIONAIRE may voluntarily terminate this Agreement upon five (5) days written notice to LESSOR.

15. CONCESSIONAIRE will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, CONCESSIONAIRE will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name LESSOR as an additional insured thereunder. All such insurance shall insure the performance by CONCESSIONAIRE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of the negligence of CONCESSIONAIRE. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies. CONCESSIONAIRE shall, before using transportation services, provide LESSOR with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR.

16. CONCESSIONAIRE shall indemnify, defend, and hold harmless LESSOR, its officers, employees, and agents from any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of or is in any way related to the acts or the failure to act, in whole or in part, by CONCESSIONAIRE or its agents, volunteers, or employees in the use of Facilities or arising out of obligations of CONCESSIONAIRE as set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

ADOPTED this the 6th day of May, 2025.

---

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**AGREEMENT BETWEEN**  
**CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**TRI-CITIES UNITED SOCCER CLUB**

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this \_\_\_\_\_ day of June, 2025, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY"), and TRI-CITIES UNITED SOCCER CLUB (hereinafter "TRIC"), a Tennessee nonprofit corporation.

**W I T N E S S E T H**

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of CITY; and

WHEREAS, Eastman Park at Horse Creek is a soccer facility in Northeast Tennessee; and

WHEREAS, a special Oversight Committee has been created by this Agreement to work with TRIC; and

WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, Kingsport, Tennessee, and hereafter referred to as "Facilities;" and

WHEREAS, TRIC and CITY desire to enter into this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by TRIC and the respective obligations contained herein.

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

**I. TERM**

1. This Agreement shall begin on the date of the execution hereof and end on June 30, 2026. However, this Agreement may be terminated with or without cause by either party by giving one hundred twenty (120) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

**II. OVERSIGHT COMMITTEE**

1. Under the direction of the Kingsport Parks and Recreation Advisory Committee, an Oversight Committee will be appointed for the purpose of providing general guidance and overall direction for the soccer program that is conducted at the facilities. The committee will be composed of the following members:
  - a. Parks and Recreation Advisory Committee Member or designee;
  - b. TRIC Superintendent for Recreation Services or designee;
  - c. TRIC President or representative appointed by TRIC Board of Directors;
  - d. Parks and Recreation Department staff member;
  - e. Dobyys Bennett Boys Varsity Soccer Coach or designee; and
  - f. Dobyys Bennett Girls Varsity Soccer Coach or designee.

2. It is preferred that the individuals appointed to fill the positions of (c) and (d) be City of Kingsport residents. These six positions must be six different persons.
3. The Oversight Committee will continuously review the operations of the soccer program and ensure that the Agreement between CITY and TRIC is followed. Responsibilities of the Oversight Committee will include, and not be limited to the following:
  - a. Review of residency issues;
  - b. Review of program statistics related to participation and benchmark data;
  - c. Review of scheduling and of facility and program operations; and
  - d. Items in Section IV.9 pertaining to items that TRIC provides to CITY.
4. Items that CITY received from TRIC are to be submitted to the Recreation Services Superintendent or their designee, who will prepare for review by the Oversight Committee. The Oversight Committee will meet on a quarterly basis throughout the year, and on more occasions if necessary.

### III. USE OF FACILITIES

1. TRIC will be the primary youth soccer provider, hereinafter referred to as "Kingsport Recreational Soccer Program," for CITY. Thus, during the period ending June 30, 2026. TRIC, shall have the primary right to use the Facilities, as assigned by CITY, during TRIC regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Kingsport Recreational Soccer Program must maintain 51% or more CITY residents each season. The percentage requirement is to be followed on a per season basis. The first priority for field use is for the Kingsport Recreational Soccer Program. At any time, the soccer facilities are not being used by TRIC, CITY may assign such facilities to other associations or parties. To qualify as a CITY resident, a participant must meet one of the following criteria:
  - a. Lives inside the city limits of Kingsport based on 911 address;
  - b. Parent/Legal Guardian pays city of Kingsport property tax; or
  - c. Participant attends a school operated by the city of Kingsport School system.
2. The second priority for use of the Facilities is by the TRIC Academy programs that have 51% or more CITY residents. This program will be referred to as "Tribe Academy Program" or as approved by the Recreation Services Superintendent or their designee and these age divisions of play may be scheduled after the Kingsport Recreational Soccer Program has been given the appropriate amount of play.
3. The third priority for use of the facilities is the TRIC Academy programs that have less than 51% CITY residents.
4. "Friendlies:" The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a TRIC team based at the facilities. Other games not involving TRIC teams may not be held at facility without prior approval of CITY.
5. Normal usages outlined include the following for the Kingsport Recreational Soccer Program and academies:
  - a. 2 practices per week
  - b. 5 – 7 league days during the season
  - c. 1 local festival per season
  - d. 2 – 3 friendlies per season
  - e. 1 – 2 level appropriate tournaments per season

6. Additional uses must have the approval of the Oversight Committee and the recommendation for fees shall come from the committee.
7. TRIC may use the conference room located at facilities for official TRIC use and temporary office space during the term of this Agreement. It is the responsibility of TRIC to keep the room clean and organized during the term of this agreement. CITY is not responsible for the security of any items belonging to TRIC that are in this room.
8. CITY will allow minimal storage for equipment and supplies, inside the designated maintenance area of the facilities main building. TRIC will also be allowed to have one maintenance storage unit on property. Location and style of the storage unit to be approved by the CITY.
9. TRIC understands and agrees that CITY is not responsible for the security or maintenance of any TRIC equipment or supplies that are stored at Eastman Park at Horse Creek.
10. TRIC regular Fall and Spring Recreational Soccer Program seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring TRIC Recreational Soccer Program seasons, CITY may resume the primary right to designate use of the facilities for up to three consecutive days. This interruption may not occur more than once during each Recreational Soccer Program season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to minimize disruption to TRIC Recreational Soccer Programs. The conditions described in the concession lease with TRIC will continue to apply during these designated periods.
11. CITY reserves the right to utilize the facilities when TRIC league activities are not scheduled. If facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.
12. TRIC may not make any additions and/or alterations to the facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.
13. TRIC understands and agrees that at times weather, scheduled maintenance, and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.
14. CITY shall at all times have the right to inspect the facilities being used by TRIC and all TRIC sponsored activities related to the use of facilities.
15. If TRIC should desire to use facilities for additional tournaments, special events, or programs, TRIC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement but shall require a separate written Agreement between the parties.

#### IV. OBLIGATIONS OF CITY

1. CITY agrees to provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:
  - a. Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.

- b. Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary by CITY staff.
- c. Maintain all bleachers in a safe and secure condition.
- d. Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.
- e. Maintain structural integrity of concession stands, restrooms, and city storage areas, including repair or replacement of damaged roofs, doors, and windows.
- f. Maintain all city buildings and field lighting systems, including repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings.
- g. Maintain all scoreboards and control systems as needed.
- h. Maintain field irrigation systems and watering schedules of turf areas.
- i. Communicate with TRIC field mowing, fertilization, and irrigation schedules. Inform TRIC of any other required maintenance on the fields that would alter playing schedules.
- j. Provide TRIC with contact information for after-hour and everyday needs.
- k. Maintain and repair all parking areas to include gates.
- l. Maintain all trails within the facilities.
- m. Establish key control and Musco control link access.
- n. Provide custodial supplies to be stocked in appropriate areas by TRIC. CITY will provide toilet paper and cleaning supplies to be used, TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms once per day as needed, 7 days per week, with TRIC responsible for cleaning as needed at all other times.
- o. Determine rental fees and rules for usage of facility.
- p. Allow nonvoting ex-officio representation by TRIC on the Parks and Recreation Athletics Advisory Board.
- q. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
- r. Establish policy for field lighting usage and access to computer codes.
- s. Provide a plan for and approve all capital improvements with input from TRIC.
- t. Provide for insurance on buildings.
- u. Provide white field paint (in an amount not to exceed 100 cases per year) to be used by TRIC at the facilities.

- v. Line fields as needed for events and activities assigned to user groups other than TRIC.
- w. Ensure the facility is locked when not in use.
- x. Assist TRIC with distribution of information and refer interested parties to TRIC, when necessary. It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for of its obligations.If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TRIC for any monetary damages.

## V. OBLIGATIONS OF TRIC

### 1. TRIC agrees to:

- a. Provide the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Kingsport Recreational Soccer program must have the advanced approval of the Oversight Committee.
- b. Provide a scholarship program for the underprivileged.
- c. Meet the following benchmarks for the Kingsport Recreational Soccer Program:
  - 1. Increase overall participation in the Recreational Program annually. The benchmark goal is to increase by a percentage established by the Oversight Committee annually. Participation increases will be assessed by comparing the previous year's recreation program participant numbers to the annual recreation program participation numbers after the completion of the Spring season. TRIC will provide participant data with 911 addresses.
  - 2. Perform a Customer Satisfaction survey annually of both Recreational soccer and Academy participants and analyze and implement changes based on the results of each survey. Questions for the survey will be developed jointly with the Kingsport Parks and Recreation staff.
  - 3. Provide educational and training sessions for coaches throughout each season through multiple training outlets (in person trainings, web-based trainings, printed materials, etc.).
  - 4. Consider hosting two tournaments each year that include TRIC teams and may also include non-TRIC teams in order to create a positive economic impact on the Kingsport community.
  - 5. Submit a marketing and promotion plan to Kingsport Parks and Recreation prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.
  - 6. Perform a criminal background check through Tennessee State Soccer on each volunteer who coaches or has one-on-one contact with youth. The purpose of this is to make the program as safe as possible for the youth participants. TRIC agrees that no coach shall come in direct contact with children if the background check indicates that he or she has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413, including the following offenses, or the same or similar offense in any



jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessor to:

- i. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;
- ii. any offense in Title 39, Chapter 13 (offenses against persons);
- iii. Tenn Code Ann. § 39-14-301 AND Tenn Code Ann. § 39-14-203 (arson, aggravated arson);
- iv. Tenn Code Ann. § 39-14-401 through § 39-14-404 (definition for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
- v. Tenn Code Ann. § 39-15-401 through §39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
- vi. Tenn Code Ann. § 39-17-417 (controlled substances offenses);
- vii. Tenn Code Ann. § 39-17-1320 (providing handgun to juveniles); or
- viii. any other offenses in Title 39, Chapter 17, Part 13 (weapons).

TRIC shall certify to CITY, in writing, that all coaches coming into direct contact with children have successfully completed the required background check and that such individuals have none of the listed convictions listed above, are not registered sex offenders, and have no other disqualifications.

2. At no expense to CITY, provide the following maintenance and repair:
  - a. Maintain soccer goals, nets, cables, net clips, program supplies and equipment including motorized vehicles and storage buildings owned by TRIC.
  - b. TRIC shall be responsible for daily game day policing of all litter at facilities to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.
  - c. Line all fields for TRIC recreations league, academy, and tournament play.
  - d. Monitor restroom facility and stock supplies to be provided by CITY.
  - e. Adhere to CITY rules that pertain to field usage and provide input on overuse.
3. Furnish to city Parks and Recreation Department a calendar of events Fall, Spring, and Summer seasons respectively. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the city Parks and Recreation Department.
4. Refer all groups requesting use of the facilities to the Kingsport Parks and Recreation Department. TRIC is not authorized to schedule the fields for anyone other than TRIC practices and/or games. This includes all school systems in the area.

5. Schedule and meet with the city Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with city staff.
6. Provide CITY with completed accident and incident reports pertaining to TRIC's use of facilities.
7. Report any facility maintenance problems to city designated personnel.
8. CITY will provide toilet paper and cleaning supplies to be used. TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms once per day, 7 days per week, with TRIC responsible for cleaning as needed all other times.
9. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and TRIC agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.
10. Post no advertising or signage at the facilities that may conflict with existing facility sponsors and/or naming.
11. A minimum payment of \$6,000.00 fee is required per season. This fee offsets the field usage by TRIC for non-recreation based programs. As an incentive to increase participation in the Kingsport Recreational Soccer Program, TRIC will be given a credit of \$20.00 for every City of Kingsport resident that is registered in the recreation soccer league (per season) and/or as enrolled in each fee based instructional clinic. (Residency is defined in section IV.1 of this document) The \$6,000.00 fee will be reduced based on the cumulative amount of those credits. Fee payment shall be made by cash/check and reconciled per season.
12. Provide a responsible adult to be on-site at each and every activity scheduled at facilities.
13. Ensure the facility is locked each day at the conclusion of TRIC's use.
14. Not make any permanent changes to facilities or fields without the expressed prior written permission of CITY.
15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
16. Utilize the sports lighting in an efficient manner to help reduce electrical costs.
17. Follow all park rules that have been established by the CITY Parks and Recreation Department.
18. Assist CITY in moving and relocating soccer goals in the facilities. TRIC is responsible to ensure goals are properly anchored. As per City of Kingsport Risk Management recommendations, the goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:
  - a. Auger-style anchors that are screwed into the ground; or
  - b. Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or bolts to secure the goal.

19. Allow ex-officio representation by city Parks and Recreation Department on TRIC Board.
20. Conduct only TRIC sanctioned and organized events and activities under the terms of this Agreement. Personal use of the facilities by TRIC members is outside the scope of this Agreement.
21. Hold CITY harmless from all damage or loss to TRIC equipment located at the facilities unless specifically caused by the sole negligence of CITY.
22. Provide city Parks and Recreation Department statistical data pertaining to participation and attendance at Facilities on a monthly basis.
23. Include a Photo and Video Policy on all advertisement and registration forms: Please be aware that photos and videos may be taken to promote the services and facilities that CITY offers and become the CITY's sole property. City of Kingsport and the media may publish these photographs or air these videos in printed publications, cable TV, and online on CITY's website and social media.
24. Abide by and comply with the requirements of Tenn. Code Ann § 68-55-503 "Sports Concussion Law" and Tenn. Code Ann. § 68-54-100 "Sudden Cardiac Arrest Prevention Act."
25. Maintain a website and social media presence with updated information regarding the Kingsport Recreational Soccer Program. Assign and monitor a public phone number and email for program questions, responding to messages within an appropriate timeframe.

#### **VI. ASSIGNMENT and EXCLUSIVITY**

1. This Agreement is a privilege for the benefit of TRIC only and may not be assigned in whole or part by TRIC to any other person or entity. Both parties understand that TRIC use of the facilities is nonexclusive.

#### **VII. INSURANCE and INDEMNIFICATION**

1. TRIC will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, TRIC will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by TRIC of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of TRIC. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies. TRIC shall, before using transportation services, provide CITY with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide CITY the coverage set out herein and be acceptable to CITY. TRIC also shall provide CITY with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not

obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, TRIC shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by CITY, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership, or similar proceeding, TRIC shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

2. TRIC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by TRIC or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of TRIC as set forth in this Agreement.

#### VIII. MISCELLANEOUS PROVISIONS

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of the TRIC and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

[SIGNATURES ON NEXT PAGE]

**Tri-Cities United Soccer Club.**

**City of Kingsport, Tennessee**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Paul W. Montgomery, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

**Attest:**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**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 Sign an Agreements with Lynn View Pee Wee Football League for the use of the Lynn View Sports Facilities and Concession Lease**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-118-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Chas Smiley

Presentation By: Michael T. Borders

---

#### **Recommendation:**

Approval of the Resolution.

#### **Executive Summary:**

The Lynn View Pee Wee Football League (LVPWFL) has historically operated recreational youth football and youth cheerleading programs at the Lynn View Sports Facilities located at 257 Walker Street.

The agreement establishes a term of 12 months ending May 31<sup>st</sup>, 2026 for the use of Lynn View Sports Facilities and establishes concessionaire rights.

Last season there were 90 football and 40 cheer participants.

The agreements allow the City of Kingsport to partner with LVPWFL to provide exceptional recreational youth football and youth cheerleading opportunities for the citizens of Kingsport.

#### **Attachments:**

1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AGREEMENTS WITH THE LYNN VIEW PEE WEE FOOTBALL  
LEAGUE RELATED TO THE USE OF THE ATHLETIC FIELDS AND  
CONCESSION STAND OPERATIONS AT THE LYNN VIEW  
COMMUNITY CENTER

WHEREAS, the City of Kingsport purchased the Lynn View Community Center and athletic fields from Sullivan County in 2009; and

WHEREAS, since July 2010, the board has approved an agreement with the Lynn View Pee Wee Football League which allowed use of the center for the purpose of providing youth football programs as well as concession lease agreement for operation of the concession stand;

WHEREAS, the city again desires to enter into an agreement with the Lynn View Pee Wee Football League for use of the Lynn View Community Center facilities which includes operation of the concession stand.

Now therefore,

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

SECTION I. That the agreement with the Lynn View Pee Wee Football League for a football youth sports program is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with the Lynn View Pee Wee Football League for the purpose of operating youth football programs at the Lynn Garden Community Center and athletic fields located at 257 Walker Street, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**AGREEMENT BETWEEN  
CITY OF KINGSFORT, TENNESSEE  
AND  
LYNN VIEW PEE WEE FOOTBALL LEAGUE**

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between CITY OF KINGSFORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY"), and LYNN VIEW PEE WEE FOOTBALL LEAGUE (hereinafter "LVPWFL"), a Tennessee nonprofit corporation.

**WITNESSETH**

**WHEREAS**, CITY does not provide a recreational youth SPORTS program at the Lynn View Athletic Fields for the citizens of KINGSFORT; and

**WHEREAS**, LVPWFL is a non-profit organization organized to promote youth sports activities in the Lynn Garden community; and

**WHEREAS**, LVPWFL has provided for several years a youth football program; and

**WHEREAS**, CITY and LVPWFL wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

**WHEREAS**, CITY is the owner of the public park amenities located at 257 Walker Street, Kingsport, Tennessee and hereafter referred to as the "Facilities"; and

**WHEREAS**, LVPWFL and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by LVPWFL and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

**I. Term**

This Agreement shall be for a term of twelve (12) months beginning on the date of the execution hereof. However, either party may terminate the agreement with, or without, cause giving sixty (60) days written notice to the other party.

**II. Use of Facilities**

1. LVPWFL will be the primary youth football provider in the Lynn Garden community for CITY during the period of June.1, 2025 to Dec.1, 2025. LVPWFL shall have the primary right to use CITY's Sports Facilities in the Lynn Garden community, as assigned by CITY, during LVPWFL regular summer and fall recreational seasons, league playoffs and make-up games, and one tournament, without assignment of any associated facility rental fees. At any time CITY may use the facilities for its Parks and Recreation program or assign to other programs.

Special Note: The LVPWFL agrees to work cooperatively with CITY on scheduling Special Events such as the Funfest Block Party, Alumni Reunions, and others deemed appropriate for the benefit of the community.

2. LVPWFL may use a meeting room located at CITY's Lynn View Community Center for official LVPWFL monthly board meetings during the term of this Agreement. Scheduling these meetings are to be done through CITY's Parks and Recreation Superintendent for Recreation Services or designee. CITY will provide space at Lynn View Community Center for one end of the year banquet. The reservation of these dates must be made two months in advance and are subject to availability.

3. LVPWFL shall be provided space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.

4. LVPWFL may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.

5. LVPWFL understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. LVPWFL shall use appropriate judgment in ensuring the safety of the participants.

6. CITY shall at all times have the right to inspect its Facilities being used by LVPWFL and all LVPWFL sponsored activities related to the use of such Facilities.

7. If LVPWFL should desire to use CITY facilities for additional tournaments or special events or programs, LVPWFL shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement but shall require a separate written agreement between the parties.

**III. Obligations of City**

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at Lynn View.

a. Perform general maintenance and repairs to the facilities.

b. Work with LVPWFL on maintenance items that could improve operations. At the end of every fall football season the Parks and Recreation Superintendent for Recreation Services and a representative from the Parks Services Division will sit down with a representative of LVPWFL to discuss future possibilities and maintenance issues for the next year.

c. Provide LVPWFL with contact information for after-hour and everyday needs.

d. Determine all rental fees and rules for usage of facility.

e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.

f. Provide 1 username/password for the Musco lights at the football stadium for use during extended hours of need.

g. Establish policy for field lighting usage.

h. Provide a plan for and approve all capital improvements with input from LVPWFL.

i. Provide for insurance on buildings.

j. Provide maintenance building for general items during the season. Building will be checked periodically for cleanliness. This building will be shared with City of Kingsport Parks & Recreation department.

k. Continue to pay the utilities for the 2025 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and LVPWFL.



2. Reserve the right to utilize the Facilities if Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no competitive play taking place on allocated field(s) during the entire term of the Agreement.
3. Assist LVPWFL with distribution of information and refer interested parties to LVPWFL when necessary.
4. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to LVPWFL for any monetary damages.
5. CITY and LVPWFL agree to work together to identify possible revenue sources that will help pay for utilities and maintenance costs.
6. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of LVPWFL.
7. Work in good faith with LVPWFL to schedule at minimum one game per LVPWFL team to be played at J. Fred Johnson Stadium. Nothing in this agreement shall supersede any Kingsport City Schools field priorities, rules, or regulations.

#### **IV. Obligations of LVPWFL**

LVPWFL shall:

1. Provide the following information within thirty (30) days of the effective date of this Agreement.
  - a. List of current officers and board members with addresses, phone numbers, and email (if applicable). CITY is to be notified of changes within two weeks of appointment.
  - b. List of designated personnel who have facility keys and access.
2. Comply with Tenn. Code Ann. § 65-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:
  - a. Inform and educate coaches, youth athletes, and their parents and require them to sign a concussion information form before competing.
  - b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
  - c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.
3. Comply with state law on cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the Department of Health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. Tenn. Code Ann. § 65-55-501 *et seq.* has six symptoms to watch for:
  - a. fainting or seizures;
  - b. unexplained shortness of breath;
  - c. chest pains;
  - d. dizziness;
  - e. racing heart; and
  - f. extreme fatigue.
4. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.
5. Conduct background checks on all coaches who are in a leadership role and have direct contact with children. LVPWFL agrees that no coach shall come in direct contact with children if the background check indicates that he or she has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:
  - a. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;
  - b. any offense in Title 39, Chapter 13 (offenses against persons);
  - c. Tenn. Code Ann. § 39-14-301 AND § 39-14-203 (arson, aggravated arson);
  - d. Tenn. Code Ann. § 39-14-401 through § 39-14-404 (definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
  - e. Tenn. Code Ann. § 39-15-401 through § 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
  - f. Tenn. Code Ann. § 39-17-417 (controlled substances offenses);
  - g. Tenn. Code Ann. § 39-17-1320 (providing handgun to juveniles); or
  - h. any other offenses in Title 39, Chapter 17, Part 13 (weapons).

LVPWFL shall certify to CITY in writing that all coaches coming into direct contact with children have successfully completed the required background and that such individual has none of the convictions listed above, are not registered sex offenders and have no other disqualifications.

6. At no expense to CITY, provide the following maintenance and repair:

- a. Maintain all football equipment.
- b. Line all fields for LVPWFL league and tournament play. LVPWFL is also responsible for provision of the necessary materials to maintain the field and field markings on a daily basis.
- c. Mow and trim field space within the perimeter fence of the football field between May.1 and Dec.1 of current contract year. Monitor and clean restroom facility, stock supplies.
- d. Adhere to City rules that pertain to field usage and provide input on overuse.

7. Furnish to the Kingsport Parks and Recreation Department a calendar of events within thirty (30) days of the effective date of this Agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Notice of any changes to the calendar of events shall be provided to the Kingsport Parks and Recreation Department within thirty (30) days of the change.

8. Notify CITY's Risk Management Department, (423-229-9464) within twenty-four (24) hours of any accident or injury which occurs at Facilities.

9. Sign a usage agreement annually with CITY.

10. Report any facility maintenance problems to the Leisure Services Maintenance Division within ten (10) days of LVPWFL's discovery of same

11. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes.

12. Maintain a minimum of fifty-one percent (51%) city residents as registered participants and certify to the CITY .

13. Provide a responsible adult to be on-site at each and every activity scheduled on Facilities.

14. Agree not to make any permanent changes to Facilities or fields without the express prior written permission of the Kingsport Parks and Recreation Department.

15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.

16. Follow all Park rules that have been established by CITY, per code and ordinance, as related to the facilities, general operating guidelines, etc.

17. Assist CITY in moving and relocating equipment within the park as necessary.

18. Conduct only LVPWFL sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by LVPWFL members is outside the scope of this Agreement.

19. Indemnify and hold CITY harmless from any damage or loss to LVPWFL equipment located at Facilities.

20. Work in good faith with CITY and Kingsport City Schools:

- a. to address concerns of CITY and/or its Kingsport City Schools as to the oversight, operation, and performance of the league; and

#### **V. Assignment and Exclusivity**

This Agreement is a privilege for the benefit of LVPWFL only and may not be assigned in whole or part by LVPWFL to any other person or entity. Both parties understand that LVPWFL use of the facility is nonexclusive.

#### **VI. Insurance and Indemnification**

LVPWFL shall at all times, during the term of this Agreement, maintain in effect general public liability insurance covering LVPWFL program at the Facilities against claims for personal injury, death or damage to property to the limit of not less than one-million dollars (\$1,000,000.00). CITY shall be named as an additional insured on such policy and shall be entitled to thirty (30) days' notice of cancellation or changes of any kind regarding such insurance, and certificates of insurance shall be provided by LVPWFL to CITY.

LVPWFL shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of LVPWFL or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of LVPWFL as set forth in this Agreement.

#### **VII. Miscellaneous Provisions**

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.

2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of LVPWFL and CITY created hereunder are performable in Sullivan County, Tennessee.

3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized and directed 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 agreement with the Lynn View Pee Wee Football League for operation of concessions at the football youth sports program 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, a concession lease agreement with the Lynn View Pee Wee Football League for concessions at the Lynn Garden Community Center, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**CONCESSION LEASE AGREEMENT BETWEEN  
CITY OF KINGSFORT**

and

**LYNN VIEW PEE WEE FOOTBALL LEAGUE**

This Agreement made and entered into on this, the 1<sup>st</sup> day of June, 2025, by and between City of Kingsport, Tennessee, a municipal corporation of the State of Tennessee (hereinafter "City") and Lynn View Pee Wee Football League (hereinafter "Concessionaire").

**W I T N E S S E T H**

That for and in consideration of its maintenance assistance and league operations, City does hereby lease unto Concessionaire for the period of June 1, 2025, through December 1, 2025, the concession rights for the sale of food, refreshments, confectionery, and beverages at the fields at 257 Walker Street, Kingsport, Tennessee. Concessionaire agrees to and shall abide by the following conditions:

1. Concessionaire will be responsible for furnishing all the equipment, food supplies, or other items offered for sale, and any other incidentals necessary for the operation of the concession.
2. Concessionaire shall be responsible for the maintenance of the equipment to ensure that it is in a safe and usable condition at all times.
3. Concessionaire shall provide, at its own cost, a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager.
4. Concessionaire agrees not to sublet or sublease, in any form, the rights as approved by City. Concessionaire has the rights to football concessions.
5. Parks and Recreation Manager shall approve all items offered under this Agreement and shall approve all prices charged to the public. Any agreement of pouring rights must receive the approval of the Parks and Recreation Manager.
6. Concessionaire shall pay 0% of sales to City.
7. Concessionaire shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.

8. Concessionaire shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly, and inviting conditions that shall be satisfactory to the Parks and Recreation Manager. This shall include the area immediately surrounding the concession area.
9. Concessionaire shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.
10. City will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of Concessionaire and upon the approval of the Parks and Recreation Manager.
11. Any alterations, repairs, or additions to the building area occupied by Concessionaire must be approved in advance by the Parks and Recreation Manager. City shall make all ordinary and reasonable repairs to preserve the building occupied by Concessionaire.
12. It shall be the obligation of Concessionaire to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise. Concessionaire shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age, or sex.
13. City shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this contract, and City may take possession upon a twenty-four (24) hour notice.
14. Concessionaire may voluntarily terminate this Agreement upon five (5) days written notice to City.
15. Concessionaire shall furnish all owner's liability insurance, specifically naming City as co-insured, to defend, indemnify, and save harmless City from any and all claims and suits for injury to persons or property arising out of the performance of this Agreement in any way by the acts or omissions of Concessionaire or Concessionaire's agents, employees, or representatives during or in connection with this Agreement excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport, Tennessee with the requisite certificate(s) of insurance in compliance herewith.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION VI. That the mayor is further authorized and directed 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 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 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT BETWEEN  
CITY OF KINGSPORT, TENNESSEE  
AND  
LYNN VIEW PEE WEE FOOTBALL LEAGUE**

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY"), and LYNN VIEW PEE WEE FOOTBALL LEAGUE (hereinafter "LVPWFL"), a Tennessee nonprofit corporation.

WITNESSETH

**WHEREAS**, CITY does not provide a recreational youth SPORTS program at the Lynn View Athletic Fields for the citizens of KINGSPORT; and

**WHEREAS**, LVPWFL is a non-profit organization organized to promote youth sports activities in the Lynn Garden community; and

**WHEREAS**, LVPWFL has provided for several years a youth football program; and

**WHEREAS**, CITY and LVPWFL wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

**WHEREAS**, CITY is the owner of the public park amenities located at 257 Walker Street, Kingsport, Tennessee and hereafter referred to as the "Facilities"; and

**WHEREAS**, LVPWFL and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by LVPWFL and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

**I. Term**

This Agreement shall be for a term of twelve (12) months beginning on the date of the execution hereof. However, either party may terminate the agreement with, or without, cause giving sixty (60) days written notice to the other party.

**II. Use of Facilities**

1. LVPWFL will be the primary youth football provider in the Lynn Garden community for CITY during the period of June.1, 2025 to Dec.1, 2025. LVPWFL shall have the primary right to use CITY's Sports Facilities in the Lynn Garden community, as assigned by CITY, during LVPWFL regular summer and fall recreational seasons, league playoffs and make-up games, and one tournament, without assignment of any associated facility rental fees. At any time CITY may use the facilities for its Parks and Recreation program or assign to other programs.

Special Note: The LVPWFL agrees to work cooperatively with CITY on scheduling Special Events such as the Funfest Block Party, Alumni Reunions, and others deemed appropriate for the benefit of the community.

2. LVPWFL may use a meeting room located at CITY's Lynn View Community Center for official LVPWFL monthly board meetings during the term of this Agreement. Scheduling these meetings are to be done through CITY's Parks and Recreation Superintendent for Recreation Services or designee. CITY will provide space at Lynn View Community Center for one end of the year banquet. The reservation of these dates must be made two months in advance and are subject to availability.
3. LVPWFL shall be provided space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.
4. LVPWFL may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.
5. LVPWFL understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. LVPWFL shall use appropriate judgment in ensuring the safety of the participants.
6. CITY shall at all times have the right to inspect its Facilities being used by LVPWFL and all LVPWFL sponsored activities related to the use of such Facilities.
7. If LVPWFL should desire to use CITY facilities for additional tournaments or special events or programs, LVPWFL shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement but shall require a separate written agreement between the parties.

### **III. Obligations of City**

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at Lynn View.
  - a. Perform general maintenance and repairs to the facilities.
  - b. Work with LVPWFL on maintenance items that could improve operations. At the end of every fall football season the Parks and Recreation Superintendent for Recreation Services and a representative from the Parks Services Division will sit down with a representative of LVPWFL to discuss future possibilities and maintenance issues for the next year.
  - c. Provide LVPWFL with contact information for after-hour and everyday needs.
  - d. Determine all rental fees and rules for usage of facility.
  - e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
  - f. Provide 1 username/password for the Musco lights at the football stadium for use during extended hours of need.
  - g. Establish policy for field lighting usage.
  - h. Provide a plan for and approve all capital improvements with input from LVPWFL.

- i. Provide for insurance on buildings.
  - j. Provide maintenance building for general items during the season. Building will be checked periodically for cleanliness. This building will be shared with City of Kingsport Parks & Recreation department.
  - k. Continue to pay the utilities for the 2025 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and LVPWFL.
- 2. Reserve the right to utilize the Facilities if Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no competitive play taking place on allocated field(s) during the entire term of the Agreement.
- 3. Assist LVPWFL with distribution of information and refer interested parties to LVPWFL when necessary.
- 4. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to LVPWFL for any monetary damages.
- 5. CITY and LVPWFL agree to work together to identify possible revenue sources that will help pay for utilities and maintenance costs.
- 6. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of LVPWFL.
- 7. Work in good faith with LVPWFL to schedule at minimum one game per LVPWFL team to be played at J. Fred Johnson Stadium. Nothing in this agreement shall supersede any Kingsport City Schools field priorities, rules, or regulations.

#### **IV. Obligations of LVPWFL**

LVPWFL shall:

- 1. Provide the following information within thirty (30) days of the effective date of this Agreement.
  - a. List of current officers and board members with addresses, phone numbers, and email (if applicable). CITY is to be notified of changes within two weeks of appointment.
  - b. List of designated personnel who have facility keys and access.
- 2. Comply with Tenn. Code Ann. § 65-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:
  - a. Inform and educate coaches, youth athletes, and their parents and require them to sign a concussion information form before competing.
  - b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.

- c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.
3. Comply with state law on cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the Department of Health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. Tenn. Code Ann. § 65-55-501 *et seq.* has six symptoms to watch for:
  - a. fainting or seizures;
  - b. unexplained shortness of breath;
  - c. chest pains;
  - d. dizziness;
  - e. racing heart; and
  - f. extreme fatigue.
4. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.
5. Conduct background checks on all coaches who are in a leadership role and have direct contact with children. LVPWFL agrees that no coach shall come in direct contact with children if the background check indicates that he or she has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:
  - a. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;
  - b. any offense in Title 39, Chapter 13 (offenses against persons);
  - c. Tenn. Code Ann. § 39-14-301 AND § 39-14-203 (arson, aggravated arson);
  - d. Tenn. Code Ann. § 39-14-401 through § 39-14-404 (definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
  - e. Tenn. Code Ann. § 39-15-401 through § 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
  - f. Tenn. Code Ann. § 39-17-417 (controlled substances offenses);
  - g. Tenn. Code Ann. § 39-17-1320 (providing handgun to juveniles); or
  - h. any other offenses in Title 39, Chapter 17, Part 13 (weapons).



LVPWFL shall certify to CITY in writing that all coaches coming into direct contact with children have successfully completed the required background and that such individual has none of the convictions listed above, are not registered sex offenders and have no other disqualifications.

6. At no expense to CITY, provide the following maintenance and repair:
  - a. Maintain all football equipment.
  - b. Line all fields for LVPWFL league and tournament play. LVPWFL is also responsible for provision of the necessary materials to maintain the field and field markings on a daily basis.
  - c. Mow and trim field space within the perimeter fence of the football field between May.1 and Dec.1 of current contract year. Monitor and clean restroom facility, stock supplies.
  - d. Adhere to City rules that pertain to field usage and provide input on overuse.
7. Furnish to the Kingsport Parks and Recreation Department a calendar of events within thirty (30) days of the effective date of this Agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Notice of any changes to the calendar of events shall be provided to the Kingsport Parks and Recreation Department within thirty (30) days of the change.
8. Notify CITY's Risk Management Department, (423-229-9464) within twenty-four (24) hours of any accident or injury which occurs at Facilities.
9. Sign a usage agreement annually with CITY.
10. Report any facility maintenance problems to the Leisure Services Maintenance Division within ten (10) days of LVPWFL's discovery of same
11. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes.
12. Maintain a minimum of fifty-one percent (51%) city residents as registered participants and certify to the CITY .
13. Provide a responsible adult to be on-site at each and every activity scheduled on Facilities.
14. Agree not to make any permanent changes to Facilities or fields without the express prior written permission of the Kingsport Parks and Recreation Department.
15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
16. Follow all Park rules that have been established by CITY, per code and ordinance, as related to the facilities, general operating guidelines, etc.
17. Assist CITY in moving and relocating equipment within the park as necessary.

18. Conduct only LVPWFL sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by LVPWFL members is outside the scope of this Agreement.
19. Indemnify and hold CITY harmless from any damage or loss to LVPWFL equipment located at Facilities.
20. Work in good faith with CITY and Kingsport City Schools:
  - a. to address concerns of CITY and/or its Kingsport City Schools as to the oversight, operation, and performance of the league; and

## **V. Assignment and Exclusivity**

This Agreement is a privilege for the benefit of LVPWFL only and may not be assigned in whole or part by LVPWFL to any other person or entity. Both parties understand that LVPWFL use of the facility is nonexclusive.

## **VI. Insurance and Indemnification**

LVPWFL shall at all times, during the term of this Agreement, maintain in effect general public liability insurance covering LVPWFL program at the Facilities against claims for personal injury, death or damage to property to the limit of not less than one-million dollars (\$1,000,000.00). CITY shall be named as an additional insured on such policy and shall be entitled to thirty (30) days' notice of cancellation or changes of any kind regarding such insurance, and certificates of insurance shall be provided by LVPWFL to CITY.

LVPWFL shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of LVPWFL or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of LVPWFL as set forth in this Agreement.

## **VII. Miscellaneous Provisions**

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of LVPWFL and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

[SIGNATURES ON THE NEXT PAGE]

**LYNN VIEW PEE WEE FOOTBALL LEAGUE**

**CITY OF KINGSPORT, TENNESSEE**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Paul W. Montgomery, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

**Attest:**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**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 Sign an Agreement with the Tribe Baseball Club of Kingsport for the use of Athletics Facilities**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-126-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Chas Smiley

Presentation By: Michael T. Borders

---

#### **Recommendation:**

Approval of the Resolution.

#### **Executive Summary:**

If approved Tribe Baseball Club of Kingsport (TBCK) will be authorized to use various City athletics facilities without rental costs for the purpose of providing a competitive youth baseball program for the citizens of Kingsport.

The proposed agreement creates a framework pursuant to which parties engage in good faith efforts to collaborate on promotion and marketing and staff assistance.

The agreement will be for a period of one year starting June 1, 2025 through May 31<sup>st</sup>, 2026.

TBCK is a nonprofit corporation formed in 2015 with the mission of providing sound baseball fundamentals to future Kingsport area baseball players in the hope that through the teachings of baseball they will grow to be great student-athletes of our community.

The organization has approximately 100 total players from 7U to 14U.

#### **Attachments:**

1. Resolution

Item XII.3.

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION APPROVING A FACILITIES USE AGREEMENT  
WITH KINGSPORT TRIBE BASEBALL CLUB AND AUTHORIZING  
THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER  
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE  
THE PURPOSE OF THE AGREEMENT

WHEREAS, Tribe Baseball Club of Kingsport (TBCK) will serve as a competitive regional travel baseball organization for the Tribe Sports initiative; and

WHEREAS, the TBCK and staff desire to enter into an agreement for a term of 12 months for the use of various city athletics facilities, based on availability, without rental costs for purposes of providing a competitive youth baseball program; and

WHEREAS, by making these facilities available the city is fostering youth sports initiatives which will benefit its citizens.

Now therefore,

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

SECTION I. That a Facilities Use Agreement with Tribe Baseball Club of Kingsport (TBCK) for the use of various athletic fields, 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 Facilities Use Agreement with Tribe Baseball Club of Kingsport for the use of various athletic fields, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

AGREEMENT BETWEEN  
CITY OF KINGSPORT, TENNESSEE  
AND  
TRIBE BASEBALL CLUB OF KINGSPORT

THIS AGREEMENT effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 entered into by the CITY OF KINGSPORT, hereinafter called "CITY", and the TRIBE BASEBALL CLUB OF KINGSPORT, (TBCK), hereinafter called "TBCK".

WITNESSETH

**WHEREAS**, CITY does not provide a competitive youth baseball program for the citizens of KINGSPORT; and

**WHEREAS**, TBCK is a non-profit organization organized to provide a competitive youth baseball program for the citizens of Kingsport and to provide a feeder program for Dobyns-Bennett High School Baseball; and

**WHEREAS**, CITY and TBCK wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

**WHEREAS**, CITY is the owner of various athletics facilities for the benefit of the citizens of Kingsport; and

**WHEREAS**, TBCK and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by TBCK and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

## **I. Term**

This Agreement shall be for a term of twelve (12) months which shall commence upon the effective date state above. However, either party may terminate the agreement, with or without cause, giving sixty (60) days written notice to the other party.

## **II. Option to Renew**

This Agreement will automatically be renewed for an additional twelve-month (12) term unless otherwise terminated.

## **III. Use of Facilities**

1. TBCK will provide competitive youth baseball CITY during the period of June 1, 2025 to May 31<sup>st</sup>, 2026. TBCK shall have the right to use various CITY's Athletics Facilities as assigned by CITY, during TBCK regular seasons, league playoffs and make-up games, skills and coaches camps, and any tournaments, without assignment of any associated facility rental fees or utility fees.

The TBCK agrees to work cooperatively with CITY on scheduling any events or programs. Nothing in this agreement shall impair the CITY's ability to utilize CITY owned or operated facilities. The CITY shall always have precedence for the use of any facility for any CITY program or event for any facility. The CITY shall determine and assign scheduling through various departments. The CITY shall reserve the right at any time to cancel any TBCK scheduled event, game, play-off, skills, tournaments, etc. without cause.

2. TBCK may be provided space for the storage of equipment and supplies the selection of which and availability of space shall be at the sole discretion of CITY.

3. TBCK may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.

4. TBCK understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. TBCK shall use appropriate judgment in ensuring the safety of the participants.

5. CITY shall at all times have the right to inspect its Facilities being used by TBCK and all TBCK sponsored activities related to the use of such Facilities.

6. If TBCK should desire to use CITY facilities for additional special events or programs, TBCK shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY athletics facilities. Any and all additions or special programs shall not be included in this Agreement but shall require a separate written agreement between the parties.

## **IV. Obligations of City**

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields:
  - a. Perform general maintenance and repairs to the facilities.
  - b. Work with TBCK on maintenance items that could improve operations.
  - c. Provide TBCK with contact information for after-hour and everyday needs.
  - d. Determine all rental fees and rules for usage of facility.
  - e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
  - f. Provide instructions and access for Field lights.
  - g. Establish policy for field lighting usage.
  - h. Provide for insurance on buildings.
  - i. Continue to pay the utilities for the 2025 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and TBCK.
2. Assist TBCK with distribution of information and refer interested parties to TBCK when necessary.
3. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds and personnel are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TBCK for any monetary damages.
4. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of TBCK.

## **V. Obligations of TBCK**

TBCK shall:

1. Provide the following information within 30 days of the effective date of this agreement:
  - a. List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment.
  - b. List of officers, recreation program personnel, field coordinators, competitive coaches and Board of Directors members.
  - c. List of designated personnel who have facility keys & access.

2. Comply with TCA § 68-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:
  - a. Inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.
  - b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
  - c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.
3. Comply with state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. TCA §68-55-501 *et seq.* has 6 symptoms to watch for:
  - a. Fainting or Seizures;
  - b. Unexplained shortness of breath;
  - c. Chest Pains;
  - d. Dizziness;
  - e. Racing Heart; and
  - f. Extreme Fatigue
4. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.
5. Conduct background checks on all coaches who are in a leadership role and have direct contact with children. TBCK agrees that no coach shall come in direct contact with children if the background check indicates that he or she has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:
  - a. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;
  - b. any offense in Title 39, Chapter 13 (offenses against persons);
  - c. Tenn. Code Ann. § 39-14-301 AND § 39-14-203 (arson, aggravated arson);
  - d. Tenn. Code Ann. § 39-14-401 through § 39-14-404 (definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
  - e. Tenn. Code Ann. § 39-15-401 through § 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
  - f. Tenn. Code Ann. § 39-17-417 (controlled substances offenses);
  - g. Tenn. Code Ann. § 39-17-1320 (providing handgun to juveniles); or
  - h. any other offenses in Title 39, Chapter 17, Part 13 (weapons).TBCK shall certify to CITY in writing that all coaches coming into direct contact with children have successfully completed the required background and that such individual has none of the convictions listed above, are not registered sex offenders and have no other disqualifications.
6. At no expense to CITY, perform the following necessary maintenance and repair:
  - a. Each daily game day properly dispose of all litter on field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds;
  - b. Adhere to City rules that pertain to field usage and provide input on overuse.
7. Notify CITY's Risk Management Department ((423) 229-9464) within 24 hours of any accident or injury which occurs at facility.
8. Sign a usage agreement annually with CITY.
9. Report any facility maintenance problems to CITY within 10 days of TBCK's discovery of the problem.
10. Comply with any pouring or exclusivity rights the City has in effect for concessions. Comply with all City, County, and State Health Codes as it relates to concessions.
11. Maintain a minimum of 80% city residents or Kingsport property owner and Kingsport City School (KCS) students as registered participants. Certification of residency percentages shall be made annually to CITY. CITY and TBCK will utilize annual data to determine future percentage goals. If this percentage is not met TBCK must furnish the CITY with a plan to achieve the target near season. If the goal is not met the following season TBCK will be assessed \$50 fee per child over 20% non-resident or KCS student.
12. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.
13. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the CITY.

14. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
15. Follow all rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.
16. Assist CITY in moving and relocating equipment within the facilities as necessary.
17. Conduct only TBCK sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by TBCK members is outside the scope of this Agreement.
18. Indemnify and hold CITY harmless from any damage or loss to TBCK equipment located at the facility.
19. Work in good faith with the CITY and KCS:
  - a. To address concerns of CITY and or Kingsport City Schools as to the oversight, operation and performance of the league;
  - b. To coordinate a coaching clinic for league coaches and skills camp on a yearly basis.
  - c. Implement feedback from Dobyns-Bennett coaches on how to improve player performance and coaching to better athletes feeding into Dobyns-Bennett.
20. Shall have the Dobyns-Bennett Baseball head coach or designee as a voting member of the TBCK board within 30 days of the execution of this agreement. TBCK shall not change their bylaws to remove this position from their Board.
21. Shall include the Superintendent of Recreation Services or designee as an advisory and non-voting member at all business meetings and other TBCK business.
22. Shall reimburse the CITY for any costs related to facility cleanliness if not done by TBCK in a satisfactory manner. Shall reimburse the CITY for any damage to CITY facilities.

#### **VI. Assignment and Exclusivity**

This Agreement is a privilege for the benefit of TBCK only and may not be assigned in whole or part by TBCK to any other person or entity. Both parties understand that TBCK use of the facility is nonexclusive.

#### **VII. Insurance and Indemnification**

TBCK shall at all times during the term of this Agreement maintain in effect Commercial General Liability insurance on a Special Risk Form covering TBCK program for bodily injury and property damage at the Facilities in an amount of not less than one-million dollars (\$1,000,000.00). The CITY and its Board of Mayor and Alderman, officers, volunteers, and employees as additional insureds for the all policies listed herein or otherwise applicable on a primary and noncontributory basis. Each policy shall provide, at least thirty (30) days' notice of cancellation or changes of any kind. TBCK shall provide the CITY with certificate(s) of insurance upon execution of this agreement and the entire policy including any endorsements and exclusions promptly after written notice requesting them.

TBCK shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of TBCK or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of TBCK as set forth in this Agreement.

#### **VIII. Miscellaneous Provisions**

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of TBCK and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the



material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

AGREEMENT BETWEEN  
CITY OF KINGSPORT, TENNESSEE  
AND  
TRIBE BASEBALL CLUB OF KINGSPORT

THIS AGREEMENT effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 entered into by the CITY OF KINGSPORT, hereinafter called "CITY", and the TRIBE BASEBALL CLUB OF KINGSPORT, (TBCK), hereinafter called "TBCK".

WITNESSETH

**WHEREAS**, CITY does not provide a competitive youth baseball program for the citizens of KINGSPORT; and

**WHEREAS**, TBCK is a non-profit organization organized to provide a competitive youth baseball program for the citizens of Kingsport and to provide a feeder program for Dobyns-Bennett High School Baseball; and

**WHEREAS**, CITY and TBCK wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

**WHEREAS**, CITY is the owner of various athletics facilities for the benefit of the citizens of Kingsport; and

**WHEREAS**, TBCK and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by TBCK and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

**I. Term**

This Agreement shall be for a term of twelve (12) months which shall commence upon the effective date state above. However, either party may terminate the agreement, with or without cause, giving sixty (60) days written notice to the other party.

**II. Option to Renew**

This Agreement will automatically be renewed for an additional twelve-month (12) term unless otherwise terminated.

**III. Use of Facilities**

1. TBCK will provide competitive youth baseball CITY during the period of June 1, 2025 to May 31<sup>st</sup>, 2026. TBCK shall have the right to use various CITY's Athletics Facilities as assigned by CITY, during TBCK regular

seasons, league playoffs and make-up games, skills and coaches camps, and any tournaments, without assignment of any associated facility rental fees or utility fees.

The TBCK agrees to work cooperatively with CITY on scheduling any events or programs. Nothing in this agreement shall impair the CITY's ability to utilize CITY owned or operated facilities. The CITY shall always have precedence for the use of any facility for any CITY program or event for any facility. The CITY shall determine and assign scheduling through various departments. The CITY shall reserve the right at any time to cancel any TBCK scheduled event, game, play-off, skills, tournaments, etc. without cause.

2. TBCK may be provided space for the storage of equipment and supplies the selection of which and availability of space shall be at the sole discretion of CITY.
3. TBCK may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.
4. TBCK understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. TBCK shall use appropriate judgment in ensuring the safety of the participants.
5. CITY shall at all times have the right to inspect its Facilities being used by TBCK and all TBCK sponsored activities related to the use of such Facilities.
6. If TBCK should desire to use CITY facilities for additional special events or programs, TBCK shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY athletics facilities. Any and all additions or special programs shall not be included in this Agreement but shall require a separate written agreement between the parties.

#### **IV. Obligations of City**

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields:
  - a. Perform general maintenance and repairs to the facilities.

- b. Work with TBCK on maintenance items that could improve operations.
  - c. Provide TBCK with contact information for after-hour and everyday needs.
  - d. Determine all rental fees and rules for usage of facility.
  - e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
  - f. Provide instructions and access for Field lights.
  - g. Establish policy for field lighting usage.
  - h. Provide for insurance on buildings.
  - i. Continue to pay the utilities for the 2025 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and TBCK.
- 2. Assist TBCK with distribution of information and refer interested parties to TBCK when necessary.
  - 3. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds and personnel are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TBCK for any monetary damages.
  - 4. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of TBCK.

## **V. Obligations of TBCK**

TBCK shall:

- 1. Provide the following information within 30 days of the effective date of this agreement:
  - a. List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment.
  - b. List of officers, recreation program personnel, field coordinators, competitive coaches and Board of Directors members.

- c. List of designated personnel who have facility keys & access.
- 2. Comply with TCA § 68-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:
  - a. Inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.
  - b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
  - c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.
- 3. Comply with state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. TCA §68-55-501 *et seq.* has 6 symptoms to watch for:
  - a. Fainting or Seizures;
  - b. Unexplained shortness of breath;
  - c. Chest Pains;
  - d. Dizziness;
  - e. Racing Heart; and
  - f. Extreme Fatigue
- 4. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.
- 5. Conduct background checks on all coaches who are in a leadership role and have direct contact with children. TBCK agrees that no coach shall come in direct contact with children if the background check indicates that he or she has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

- a. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;
- b. any offense in Title 39, Chapter 13 (offenses against persons);
- c. Tenn. Code Ann. § 39-14-301 AND § 39-14-203 (arson, aggravated arson);
- d. Tenn. Code Ann. § 39-14-401 through § 39-14-404 (definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
- e. Tenn. Code Ann. § 39-15-401 through § 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
- f. Tenn. Code Ann. § 39-17-417 (controlled substances offenses);
- g. Tenn. Code Ann. § 39-17-1320 (providing handgun to juveniles); or
- h. any other offenses in Title 39, Chapter 17, Part 13 (weapons).

TBCK shall certify to CITY in writing that all coaches coming into direct contact with children have successfully completed the required background and that such individual has none of the convictions listed above, are not registered sex offenders and have no other disqualifications.

- 6. At no expense to CITY, perform the following necessary maintenance and repair:
  - a. Each daily game day properly dispose of all litter on field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds;
  - b. Adhere to City rules that pertain to field usage and provide input on overuse.
- 7. Notify CITY's Risk Management Department ((423) 229-9464) within 24 hours of any accident or injury which occurs at facility.
- 8. Sign a usage agreement annually with CITY.
- 9. Report any facility maintenance problems to CITY within 10 days of TBCK's discovery of the problem.

10. Comply with any pouring or exclusivity rights the City has in effect for concessions. Comply with all City, County, and State Health Codes as it relates to concessions.
11. Maintain a minimum of 80% city residents or Kingsport property owner and Kingsport City School (KCS) students as registered participants. Certification of residency percentages shall be made annually to CITY. CITY and TBCK will utilize annual data to determine future percentage goals. If this percentage is not met TBCK must furnish the CITY with a plan to achieve the target near season. If the goal is not met the following season TBCK will be assessed \$50 fee per child over 20% non-resident or KCS student.
12. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.
13. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the CITY.
14. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
15. Follow all rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.
16. Assist CITY in moving and relocating equipment within the facilities as necessary.
17. Conduct only TBCK sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by TBCK members is outside the scope of this Agreement.
18. Indemnify and hold CITY harmless from any damage or loss to TBCK equipment located at the facility.
19. Work in good faith with the CITY and KCS:
  - a. To address concerns of CITY and or Kingsport City Schools as to the oversight, operation and performance of the league;
  - b. To coordinate a coaching clinic for league coaches and skills camp on a yearly basis.
  - c. Implement feedback from Dobyys-Bennett coaches on how to improve player performance and coaching to better athletes feeding into Dobyys-Bennett.

20. Shall have the Dobyys-Bennett Baseball head coach or designee as a voting member of the TBCK board within 30 days of the execution of this agreement. TBCK shall not change their bylaws to remove this position from their Board.

21. Shall include the Superintendent of Recreation Services or designee as an advisory and non-voting member at all business meetings and other TBCK business.

22. Shall reimburse the CITY for any costs related to facility cleanliness if not done by TBCK in a satisfactory manner. Shall reimburse the CITY for any damage to CITY facilities.

#### **VI. Assignment and Exclusivity**

This Agreement is a privilege for the benefit of TBCK only and may not be assigned in whole or part by TBCK to any other person or entity. Both parties understand that TBCK use of the facility is nonexclusive.

#### **VII. Insurance and Indemnification**

TBCK shall at all times during the term of this Agreement maintain in effect Commercial General Liability insurance on a Special Risk Form covering TBCK program for bodily injury and property damage at the Facilities in an amount of not less than one-million dollars (\$1,000,000.00). The CITY and its Board of Mayor and Alderman, officers, volunteers, and employees as additional insureds for the all policies listed herein or otherwise applicable on a primary and noncontributory basis. Each policy shall provide, at least thirty (30) days' notice of cancellation or changes of any kind. TBCK shall provide the CITY with certificate(s) of insurance upon execution of this agreement and the entire policy including any endorsements and exclusions promptly after written notice requesting them.

TBCK shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of TBCK or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of TBCK as set forth in this Agreement.

#### **VIII. Miscellaneous Provisions**

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.



2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of TBCK and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

**TRIBE BASEBALL CLUB OF  
KINGSPORT**

**CITY OF KINGSPORT, TENNESSEE**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Paul W. Montgomery, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

**Attest:**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**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 Sign an Agreement with Kingsport Tribe Youth Football and Cheer**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-125-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Chas Smiley

Presentation By: Michael T. Borders

---

#### **Recommendation:**

Approval of the Resolution.

#### **Executive Summary:**

If approved the agreement will allow Kingsport Tribe Youth Football and Cheer (KTYFC) to utilize facilities located at 2533 N. John B Dennis Bypass as well as the use of J. Fred Johnson Stadium. KTYFC is a non-profit organization organized to provide a competitive regional travel youth football and cheer program for the citizens of Kingsport and to provide a feeder program for Dobyns-Bennett High School Football.

In addition, the agreement provides a framework pursuant to which parties engage in good faith to collaborate on promotion and marketing, conduct coaches' clinics, skills camps, and provide staff assistance. Seventy-five percent of participants must be residents or KCS students.

Last season KTYFC had 160 participants from ages 4 to 12 years old.

Term of the agreement is August 1, 2025 to July 31, 2026.

#### **Attachments:**

1. Resolution

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN  
AGREEMENT WITH KINGSPORT TRIBE YOUTH FOOTBALL  
AND CHEER RELATED TO THE USE OF THE ATHLETIC FIELDS  
AT THE TRIBE ATHLETIC COMPLEX AND J. FRED JOHNSON  
STADIUM

WHEREAS, Kingsport Tribe Youth Football and Cheer (KTYFC) is a non-profit organization organized to provide a competitive regional travel youth football and cheer program for the citizens of Kingsport and to provide a feeder program for Dobyns-Bennett High School Football; and

WHEREAS, the city would like to renew its agreement with KTYFC for one year commencing on August 1, 2025 and ending July 31, 2026; and

WHEREAS, the agreement covers KTYFC's use of the Tribe Athletic Complex fields at 2533 North John B. Dennis Highway, Kingsport, Tennessee and the field at J. Fred Johnson Stadium.

Now therefore,

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

SECTION I. That the agreement with the Kingsport Tribe Youth Football and Cheer for a football youth sports program is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with the Kingsport Tribe Youth Football and Cheer for the purpose of operating a youth football program at Tribe Athletic Complex fields, 2533 North John B. Dennis Highway and the fields at J. Fred Johnson Stadium, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

AGREEMENT BETWEEN  
CITY OF KINGSPORT, TENNESSEE AND  
KINGSPORT TRIBE YOUTH FOOTBALL AND CHEER

THIS AGREEMENT effective as of this 1<sup>st</sup> day of August, 2025 entered into by and between the CITY OF KINGSPORT, hereinafter called "CITY", and the KINGSPORT TRIBE YOUTH FOOTBALL AND CHEER, (KTYFC), hereinafter called "KTYFC".

WITNESSETH

**WHEREAS**, CITY does not provide a competitive regional travel youth football and cheer SPORTS program for the citizens of KINGSPORT; and

**WHEREAS**, KTYFC is a non-profit organization organized to provide a competitive regional travel youth football and cheer program for the citizens of Kingsport and to provide a feeder program for Dobyns-Bennett High School Football; and

**WHEREAS**, KTYFC is a newly formed non-profit organization for the benefit of Kingsport's Citizens; and

**WHEREAS**, CITY and KTYFC wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

**WHEREAS**, CITY is the owner of athletic amenities located at 2533 J B Dennis Bypass, and hereafter referred to as the "Facilities"; and

**WHEREAS**, KTYFC and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by KTYFC and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

**I. Term**

This Agreement shall be for a term of twelve (12) months which shall commence upon the effective date state above. However, either party may terminate the agreement, with or without cause, giving sixty (60) days written notice to the other party.

**II. Use of Facilities**

1. KTYFC will be the primary competitive regional travel youth football and cheer provider for CITY during the period of August 1, 2025 to July 30, 2026. KTYFC shall have the primary right to use CITY's Athletics Facilities at 253 J B Dennis Bypass furthered described as the Tribe Athletic Complex (TAC) football field and field house, as assigned by CITY, during KTYFC regular fall recreational seasons, league playoffs and make-up games, skills and coaches camps, and any tournaments, without assignment of any associated facility rental fees or utility fees. At any time the facilities are not being used by KTYFC, CITY may use the facilities for any other purpose.

Special Note: The KTYFC agrees to work cooperatively with CITY on scheduling any events or programs. Nothing in this agreement shall prevent the CITY from utilizing CITY owned or operated facilities. The CITY shall always have precedence for the use of any facility for any CITY program or event for any facility.

2. KTYFC shall be space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.

3. KTYFC may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.

4. KTYFC understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. KTYFC shall use appropriate judgment in insuring the safety of the participants.

5. CITY shall at all times have the right to inspect its Facilities being used by KTYFC and all KTYFC sponsored activities related to the use of such Facilities.

**If KTYFC should desire to use CITY facilities for additional special events or programs, KTYFC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY athletics facilities. Any and all additions or special programs shall not be included in this Agreement, but shall require a separate written agreement between the parties.**

**III. Obligations of City**

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at TAC.
  - a. Perform general maintenance and repairs to the facilities.
  - b. Work with KTYFC on maintenance items that could improve operations.
  - c. Provide KTYFC with contact information for after-hour and everyday needs.
  - d. Determine all rental fees and rules for usage of facility.
  - e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
  - f. Provide instructions and access for TAC Field lights at the football stadium for use during extended hours of need.

g. Establish policy for field lighting usage.

h. Provide for insurance on buildings.

i. Perform field maintenance and line fields as needed

j. Continue to pay the utilities for the 2025-2026 season.

2. Reserve the right to utilize the Facilities when KTYFC league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.

3. Assist KTYFC with distribution of information and refer interested parties to KTYFC when necessary.

4. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds and personnel are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to KTYFC for any monetary damages.

5. Provide reasonable staff assistance in the promotion, marketing, expansion, technical

expertise, maintenance of KTYFC as it relates to the Tribe Sports initiative.

6. Work in good faith with KTYFC to schedule league games at J. Fred Johnson Stadium for no rental or utility cost. Nothing in this agreement shall supersede any Kingsport City Schools field priorities, rules, or regulations.

#### **IV. Obligations of KTYFC**

KTYFC shall:

7. Provide the following information within 30 days of the effective date of this agreement:

- a. Current by-laws for organization.
- b. Proposed budget for upcoming year.
- c. List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment.
- d. List of officers, recreation program personnel, field coordinators, competitive coaches and Board of Directors members.
- e. List of designated personnel who have facility keys & access.
- f. Proposed Annual calendar including all events

8. Provide financial reports of all expenditures and revenues within 90 days after the completion of each playing season.

9. Comply with TCA § 68-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:

- a. Inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.
- b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
- c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.

10. Comply with state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. TCA §68-55-501 *et seq.* has 6 symptoms to watch for:

- a. Fainting or Seizures;
- b. Unexplained shortness of breath;
- c. Chest Pains;
- d. Dizziness;
- e. Racing Heart; and
- f. Extreme Fatigue

CITY of Kingsport has developed policies and procedures to ensure compliance.

11. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services. All fees must be approved by CITY on a yearly basis.

12. Provide reasonable opportunities and methods to include indigent participants.

13. Conduct background checks on all coaches who are in a leadership role and have direct contact with children. KTYFC agrees that no coach shall come in direct contact with children if the background check indicates that he or she has ever been convicted of any of the offenses listed in T.C.A. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

- (i) A sexual offense or a violent sexual offense as defined in T.C.A. § 40-39-202;
- (ii) Any offense in title 39, chapter 13 (offenses against persons);
- (iii) T.C.A. § 39-14-301 AND 39-14-203 (arson, aggravated arson);
- (iv) T.C.A. § 39-14-401 through 39-14-404 (Definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
- (v) T.C.A. § 39-15-401 through 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
- (vi) T.C.A. § 39-17-417 (controlled substances offenses)
- (vii) T.C.A. § 39-17-1320 (providing handgun to juveniles); or
- (viii) Any other offenses in title 39, chapter 17, part 13 (weapons).

KTYFC shall certify to CITY in writing that all coaches coming into direct contact with children have successfully completed the required background and that such individual has none of the convictions listed above, are not registered sex offenders and have no other disqualifications.

14. At no expense to CITY, perform the following necessary maintenance and repair:

- a. All Football equipment;
- b. Each daily game day properly dispose of all litter on field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds;
- c. Monitor and clean restroom facility and stock the restroom facilities supplies;
- d. Adhere to City rules that pertain to field usage and provide input on overuse.
- 15. Furnish to the CITY a calendar of events within 30 days of the effective date of this agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Notice of any changes to the calendar of events shall be provided to the CITY within 30 days of the change.
- 16. Notify CITY's Risk Management Department (423) 229-9464 within 24 hours of any accident or injury which occurs at facility.
- 17. Sign a usage agreement annually with CITY.
- 18. Report any facility maintenance problems to CITY within 10 days of KTYFC's discovery of the problem.
- 13. Comply with any pouring or exclusivity rights the City has in effect for concessions. Comply with all City, County, and State Health Codes as it relates to concessions.
- 14. Maintain a minimum of 75% city residents and Kingsport City School (KCS) students as registered participants. Verification of residency percentages shall be made annually to CITY in the form of addresses. CITY and KTYFC will utilize annual data to determine future percentage goals. If this percentage is not met KTYFC must furnish the CITY with a plan to achieve the target near season. If the goal is not met the following season KTYFC will be assessed \$50 fee per child over 25% non- resident or KCS student.
- 15. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.
- 16. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the CITY.
- 17. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
- 18. Follow all rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.
- 19. Assist CITY in moving and relocating equipment within the facilities as necessary.
- 20. Conduct only KTYFC sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by KTYFC members is outside the scope of this Agreement.
- 21. Indemnify and hold CITY harmless from any damage or loss to KTYFC equipment located at the facility.
- 22. Work in good faith with the CITY and KCS:
  - a. To address concerns of CITY and or Kingsport City Schools as to the oversight, operation and performance of the league;
  - b. To coordinate a coaching clinic for league coaches and skills camp on a yearly basis.
  - c. Implement feedback from Dobyns-Bennett coaches on how to improve player performance and coaching to better athletes feeding into Dobyns-Bennett.
- 23. Work in good faith with the City of Kingsport to promote the Tribe Sports initiative and provide and relevant data, resources, and support.
- 24. Shall have the Dobyns-Bennett Football head coach or designee as a voting member of the KTYFC board. KTYFC shall not change their bylaws to remove this position from their Board.
- 25. Shall include the Assistant City Manager or designee as an advisory and non-voting member at all business meetings and other KTYFC business.
- 26. Shall reimburse the CITY for any costs related to facility cleanliness if not done by KTYFC in a satisfactory manner. Shall reimburse the CITY for any damage to CITY facilities.

#### **V. Assignment and Exclusivity**

This Agreement is a privilege for the benefit of KTYFC only and may not be assigned in whole or part by KTYFC to any other person or entity. Both parties understand that KTYFC use of the facility is nonexclusive.

#### **VI. Insurance and Indemnification**

KTYFC shall at all times during the term of this Agreement maintain in effect Commercial General Liability insurance on a Special Risk Form covering KTYFC program for bodily injury and property damage at the Facilities in an amount of not less than one-million dollars (\$1,000,000.00). The CITY and its Board of Mayor and Alderman, officers, volunteers, and employees as additional insureds for the all policies listed herein or otherwise applicable on a primary and noncontributory basis. Each policy shall provide, at least thirty (30) days' notice of cancellation or changes of any kind. KTYFC shall provide the CITY with certificate(s) of insurance upon execution of this agreement and the entire policy including any endorsements and exclusions promptly after written notice requesting them.

KTYFC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of KTYFC or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of KTYFC as set forth in this Agreement.

**VII. Miscellaneous Provisions**

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of KTYFC and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

[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 that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



**AGREEMENT BETWEEN  
CITY OF KINGSPORT, TENNESSEE  
AND**

**KINGSPORT TRIBE YOUTH FOOTBALL AND CHEER**

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this \_\_\_\_\_ day of May 2025 ("Effective Date"), by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY") and KINGSPORT TRIBE YOUTH FOOTBALL and CHEER (hereinafter "KTYFC") a Tennessee nonprofit corporation.

**W I T N E S S E T H**

WHEREAS, CITY does not provide a competitive regional travel youth football and cheer SPORTS program for the citizens of KINGSPORT; and

WHEREAS, KTYFC is a non-profit organization organized to provide a competitive regional travel youth football and cheer program for the citizens of Kingsport and to provide a feeder program for Dobyns-Bennett High School Football; and

WHEREAS, KTYFC is a newly formed non-profit organization for the benefit of Kingsport's Citizens; and

WHEREAS, CITY and KTYFC wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

WHEREAS, CITY is the owner of athletic amenities located at 2533 J B Dennis Bypass, and hereafter referred to as the "Facilities"; and

WHEREAS, KTYFC and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by KTYFC and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

**I. TERM.**

1. This Agreement shall be for a term of twelve (12) months which shall commence upon the effective date state above. However, either party may terminate the Agreement, with or without cause, giving sixty (60) days written notice to the other party.

**II. USE OF FACILITIES.**

1. KTYFC will be the primary competitive regional travel youth football and cheer provider for CITY during the period of August 1, 2025, to July 30, 2025. KTYFC shall have the primary right to use CITY's Athletics Facilities at 253 J B Dennis Bypass furthered described as the North Campus football field and field house, as assigned by CITY, during KTYFC regular fall recreational seasons, league playoffs and make-up games, skills and coaches camps, and any tournaments, without assignment of any associated facility rental fees or utility fees. At any time, the facilities are not being used by KTYFC, CITY may use the facilities for any other purpose.

Special Note: The KTYFC agrees to work cooperatively with CITY on scheduling any events or programs. Nothing in this Agreement shall prevent the CITY from utilizing CITY owned or operated facilities. The CITY shall always have precedence for the use of any facility for any CITY program or event for any facility.

2. KTYFC shall be provided space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.
3. KTYFC may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.
4. KTYFC understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted. KTYFC shall use appropriate judgment in ensuring the safety of the participants.
5. CITY shall at all times have the right to inspect its Facilities being used by KTYFC and all KTYFC sponsored activities related to the use of such Facilities.

If KTYFC should desire to use CITY facilities for additional special events or programs, KTYFC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY athletics facilities. Any and all additions or special programs shall not be included in this Agreement but shall require a separate written agreement between the parties.

III. **OBLIGATIONS OF CITY.** CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at North Campus.
  - a. Perform general maintenance and repairs to the facilities.
  - b. Work with KTYFC on maintenance items that could improve operations.
  - c. Provide KTYFC with contact information for after-hour and everyday needs.
  - d. Determine all rental fees and rules for usage of facility.
  - e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
  - f. Provide instructions and access for North Field lights at the football stadium for use during extended hours of need.
  - g. Establish policy for field lighting usage.
  - h. Provide for insurance on buildings.
  - i. Perform field maintenance and line fields as needed.
  - j. Continue to pay the utilities for the 2024-2025 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and KTYFC.

2. Reserve the right to utilize the Facilities when KTYFC league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.
3. Assist KTYFC with distribution of information and refer interested parties to KTYFC when necessary.
4. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds and personnel are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to KTYFC for any monetary damages.
5. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of KTYFC.
6. Work in good faith with KTYFC to schedule league games at J. Fred Johnson Stadium for no rental or utility cost. Nothing in this Agreement shall supersede any Kingsport City Schools field priorities, rules, or regulations.

**IV. OBLIGATIONS OF KTYFC.** KTYFC shall:

1. Provide the following information within thirty (30) days of the effective date of this Agreement:
  - a. List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment.
  - b. List of officers, recreation program personnel, field coordinators, competitive coaches, and Board of Directors members.
  - c. List of designated personnel who have facility keys & access.
2. Comply with Tenn. Code Ann. § 68-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:
  - a. Inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.
  - b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
  - c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.
3. Comply with state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. Tenn. Code Ann. §68-55-501 *et seq.* has 6 symptoms to watch for:
  - a. fainting or seizures;

- b. unexplained shortness of breath;
  - c. chest pains;
  - d. dizziness;
  - e. racing heart; and
  - f. extreme fatigue.
- 4. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.
- 5. Provide reasonable opportunities and methods to include indigent participants.
- 6. Conduct background checks on all coaches who are in a leadership role and have direct contact with children. KTYFC agrees that no coach shall come in direct contact with children if the background check indicates that he or she has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:
  - a. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;
  - b. any offense in Title 39, Chapter 13 (offenses against persons);
  - c. Tenn. Code Ann. § 39-14-301 AND § 39-14-203 (arson, aggravated arson);
  - d. Tenn. Code Ann. § 39-14-401 through § 39-14-404 (definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
  - e. Tenn. Code Ann. § 39-15-401 through § 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
  - f. Tenn. Code Ann. § 39-17-417 (controlled substances offenses);
  - g. Tenn. Code Ann. § 39-17-1320 (providing handgun to juveniles); or
  - h. any other offenses in Title 39, Chapter 17, Part 13 (weapons).

KTYFC shall certify to CITY in writing that all coaches coming into direct contact with children have successfully completed the required background and that such individual has none of the convictions listed above, are not registered sex offenders and have no other disqualifications.
- 7. At no expense to CITY, perform the following necessary maintenance and repair:
  - a. all football equipment;
  - b. each daily game day properly dispose of all litter on field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds;

- c. monitor and clean restroom facility and stock the restroom facilities with supplies;
  - d. adhere to CITY rules pertaining to field usages and provide input on overuse.
- 8. Notify CITY's Risk Management Department (423-229-9464) within twenty-four (24) hours of any accident or injury which occurs at Facilities.
- 9. Sign a usage agreement annually with CITY.
- 10. Report any facility maintenance problems to CITY within ten (10) days of KTYFC's discovery of same.
- 11. Comply with any pouring or exclusivity rights CITY has in effect for concessions. Comply with all City, County, and State Health Codes as it relates to concessions.
- 12. Maintain a minimum of seventy-five percent (75%) city residents and Kingsport City School (hereinafter "KCS") students as registered participants. KTYFC shall certify this has standard has been met. CITY and KTYFC will utilize annual data to determine future percentage goals. If this percentage is not met KTYFC must furnish the CITY with a plan to achieve the target near season. If the goal is not met the following season KTYFC will be assessed \$50.00 fee per child over twenty-five percent (25%) non-resident or KCS student.
- 13. Provide a reasonable adult to be on-site at each and every activity scheduled on CITY facilities.
- 14. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the CITY.
- 15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
- 16. Follow all rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.
- 17. Assist CITY in moving and relocating equipment within the facilities as necessary.
- 18. Conduct only KTYFC sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by KTYFC members is outside the scope of this Agreement.
- 19. Indemnify and hold CITY harmless from any damage or loss to KTYFC equipment located at the facility.
- 20. Work in good faith with CITY and KCS:
  - a. to address concerns of CITY and/or KCS as to the oversight, operation, and performance of the league;
  - b. to coordinate a coaching clinic for league coaches and skills camp on a yearly basis;
  - c. implement feedback from Dobyys-Bennett coaches on how to improve player performance and coaching to better athletes feeding into Dobyys-Bennett.

21. Work in good faith with CITY to promote the Tribe Sports initiative and provide and relevant data, resources, and support.
22. Shall have the Dobyys-Bennett Football Head Coach or designee as a voting member of the KTYFC board. KTYFC shall not change their bylaws to remove this position from their Board.
23. Shall include the Assistant City Manager or designee as an advisory and non-voting member at all business meetings and other KTYFC business.
24. Shall reimburse CITY for any costs related to facility cleanliness if not done by KTYFC in a satisfactory manner. Shall reimburse the CITY for any damage to CITY facilities.

**V. ASSIGNMENT and EXCLUSIVITY.**

1. This Agreement is a privilege for the benefit of KTYFC only and may not be assigned in whole or part by KTYFC to any other person or entity. Both parties understand that KTYFC use of the facility is nonexclusive.

**VI. INSURANCE and INDEMNIFICATION.**

1. KTYFC shall, at all times, during the term of this Agreement maintain in effect Commercial General Liability insurance on a Special Risk Form covering KTYFC program for bodily injury and property damage at the Facilities in an amount of not less than one-million dollars (\$1,000,000.00). The CITY and its Board of Mayor and Alderman, officers, volunteers, and employees as additional insureds for all policies listed herein or otherwise applicable on a primary and noncontributory basis. Each policy shall provide, at least thirty (30) days' notice of cancellation or changes of any kind. KTYFC shall provide the CITY with certificate(s) of insurance upon execution of this Agreement and the entire policy including any endorsements and exclusions promptly after written notice requesting them.
2. KTYFC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of KTYFC or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of KTYFC as set forth in this Agreement.

**VII. MISCELLANEOUS PROVISIONS.**

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of KTYFC and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

**Kingsport Tribe Youth Football and Cheer**

**City of Kingsport, Tennessee**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Paul W. Montgomery, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

**Attest:**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Angela Marshall, Deputy City Recorder**

**Approved as to form:**

\_\_\_\_\_  
**Rodney B. Rowlett, III, City Attorney**



## AGENDA ACTION FORM

### **Consideration of a Resolution Recommending the Rejection of All Proposals for Sports Photography for Kingsport City Schools**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-106-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Committee

Presentation By: David Frye

---

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

The City of Kingsport issued a Request for Proposal on March 12, 2025 for sports photography for Kingsport City Schools. On April 15, 2025 three vendors submitted proposals. One vendor submitted incorrect forms thereby omitting necessary language contained in the updated form. An Evaluation Committee was formed consisting of the middle and high school Principals and Athletic Directors.

After reviewing the two remaining proposals, the administration desires to reject all proposals and publish another request with some recommended changes.

#### **Attachments:**

Resolution  
Bid Minutes

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—



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

A RESOLUTION REJECTING ALL PROPOSALS FOR SPORTS  
PHOTOGRAPHY FOR KINGSPORT CITY SCHOOLS

WHEREAS, proposals were opened April 15, 2025 for Sports Photography for Kingsport City Schools; and

WHEREAS, the proposals have been evaluated and the City desires to reject all proposals.

Now therefore,

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

SECTION I. That all proposals opened April 15, 2025 for Sports Photography for Kingsport City Schools are rejected.

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

ADOPTED this the 6th day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES BID OPENING

April 15, 2025

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Sandra Sloan, Assistant Procurement Manager Schools; Frankie DeBusk, Athletic Director at DBHS; Brian Tate, Principal at DBHS; Clint Bingham, Athletic Director at RNR

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

The Procurement Manager opened with the following bids:

RFP for Sports Photography for Kingsport City Schools
Vendor:
Management Solutions LLC
Allen Greene Sports Photography *
MVP Sports Photography by Ashley Todd
Comments: *Incorrect forms were submitted thereby omitting the necessary language contained in the updated affidavit form. Therefore, vendor is non-responsive

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



## AGENDA ACTION FORM

### **Consideration of a Resolution to Authorize the Mayor to Sign the National Register Nomination for the Site Formerly Known as Earles Drug Store**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-94-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Lori Pyatte

Presentation By: Jessica Harmon

---

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The owner of 134 W. Center Street, formerly home to Earles Drug Store, has submitted an application to list the property on the National Register of Historic Places. As a Certified Local Government (CLG) through the State Historic Preservation Office, the City of Kingsport is required to have all National Register nominations reviewed by both the Historic Zoning Commission and the Board of Mayor and Aldermen prior to submission to the State Review Board.

The building offered a unique combination of services. The modern three-story building introduced a groundbreaking feature: Kingsport's very first prescription drive-in window. The first floor was home to a vibrant drugstore, a cafeteria complete with a soda fountain and a luncheonette, offering both convenience and charm and making it a popular gathering spot for the community. The second and third floors provided space for a variety of offices, solidifying the building as a central hub for both business and community life

At its regular meeting on April 14, 2025, the Kingsport Historic Zoning Commission reviewed the nomination and approved the draft for submission to the State. To complete the CLG review process, the mayor's signature is required on the National Register Review Form in order for the nomination to proceed.

#### **Attachments:**

1. Resolution
2. Map
3. Supplemental Information

Item XII.6.

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE THE NATIONAL REGISTER OF HISTORIC PLACES NOMINATION SUBMITTAL FOR THE SITE FORMALLY KNOWN AS EARLES DRUG STORE.

WHEREAS, the owner of 134 W. Center Street, formerly home to Earles Drug Store, submitted an application to list the property on the National Register of Historic Places; and

WHEREAS, as a Certified Local Government (CLG) through the State Historic Preservation Office, the city is required to have all National Register nominations reviewed by both the Historic Zoning Commission and the Board of Mayor and Aldermen prior to submission to the State Review Board; and

WHEREAS, the Historic Zoning Commission reviewed the nomination and approved the draft for submission to the State at its regular meeting on April 14, 2025.

Now therefore,

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

SECTION I. That the National Register nomination was reviewed prior to submission to the State Review Board by the Board of Mayor and Aldermen.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to approve the National Register of Historic Places Nomination Submittal for the site formally known as Earles Drug Store.

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

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

ADOPTED this the 6<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYO

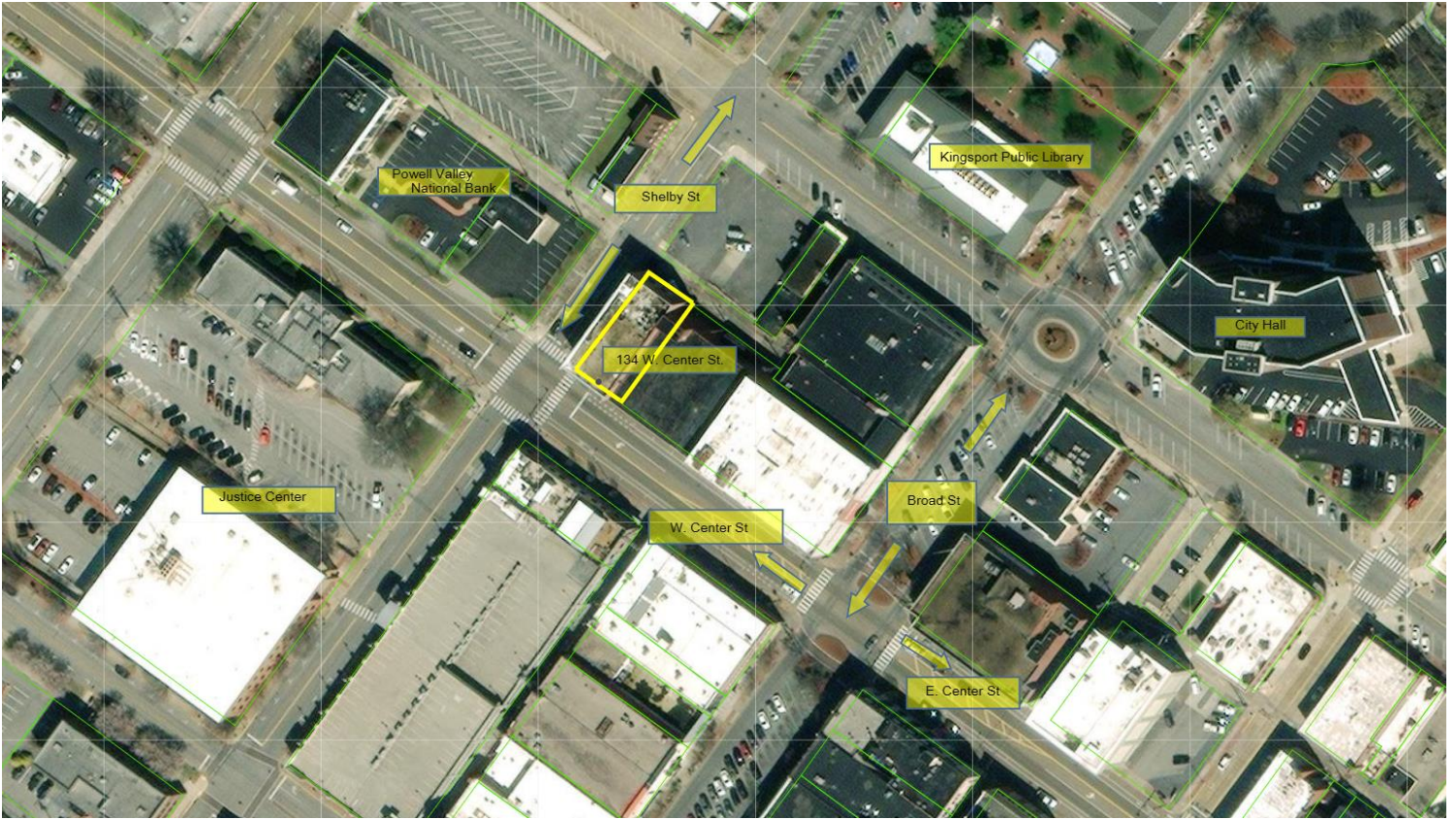
ATTEST:

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

APPROVED AS TO FORM:

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

## Vicinity Map



## CERTIFIED LOCAL GOVERNMENT NATIONAL REGISTER REVIEW

**CLG:** Kingsport

**PROPERTY:** Earles Drug Store

**ADDRESS:** 134 W Center Street

### CHIEF ELECTED OFFICIAL EVALUATION

**NAME OF COMMISSION:** Kingsport Board of Mayor and Aldermen

**DATE OF MEETING:** May 6, 2025

**HOW WAS THE PUBLIC NOTIFIED OF THE MEETING?** City of Kingsport website, published meeting schedule

☒ **ELIGIBLE FOR THE NATIONAL REGISTER**

☐ **NOT ELIGIBLE FOR THE NATIONAL REGISTER**

**REASONS FOR ELIGIBILITY OR NON-ELIGIBILITY:**

**SIGNATURE:**

**TITLE:**

**DATE:**

### THC STAFF EVALUATION

☒ **ELIGIBLE FOR THE NATIONAL REGISTER**

☐ **NOT ELIGIBLE FOR THE NATIONAL REGISTER**

**REASONS FOR ELIGIBILITY OR NON-ELIGIBILITY:**

Earles Drug Store is locally significant under Criterion A in the area of Commerce for its contribution to the commercial development of Kingsport. Built in 1960, the Earles Drug Store became known for its innovative business model, which provided a one-stop shop for patrons who utilized the services of medical professionals on the upper levels and picked up their prescriptions or stopped for lunch on the first level. Earles Drug Store featured Kingsport's first drive through window, which allowed them to innovatively serve motorists at a time when changing transportation patterns was contributing to changing business patterns. The business's owner, Janie Earles, was an active voice in local and state politics, including serving on national committees recommending policy improvements for elderly Americans. Within Kingsport, she served on the board of the local hospital and provided job opportunities for local women in her store. The Period of Significance begins in 1960 with the building's construction and ends in 1976 when Earles Drug Store moved to a new location.

**SIGNATURE:**



**TITLE:** Historic Preservation & National Register Specialist

**DATE:** March 17, 2025

**PLEASE COMPLETE THIS FORM AND RETURN BEFORE: May 16, 2025**

**RETURN FORM TO:**

**REBECCA SCHMITT**  
**TENNESSEE HISTORICAL COMMISSION**  
**2941 LEBANON PIKE**  
**NASHVILLE, TENNESSEE 37214**  
[REBECCA.SCHMITT@TN.GOV](mailto:REBECCA.SCHMITT@TN.GOV)

# National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

## 1. Name of Property

Historic name Earles Drug Store  
Other names/site number Professional Medical Building  
Name of related multiple property listing N/A  
(Remove "N/A" if property is part of a multiple property listing and add name)

## 2. Location

Street & Number: 134 West Center Street  
City or town: Kingsport State: TN County: Sullivan  
Not For Publication: ☐ N/A Vicinity: ☐ N/A Zip: 37660

## 3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this \_\_\_ nomination \_\_\_ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property \_\_\_ meets \_\_\_ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

☐ national ☐ statewide ☐ local

Applicable National Register Criteria: ☐ A ☐ B ☐ C ☐ D

Signature of certifying official/Title:

Date

Deputy State Historic Preservation Officer, Tennessee Historical Commission

State or Federal agency/bureau or Tribal Government

In my opinion, the property \_\_\_ meets \_\_\_ does not meet the National Register criteria.

Signature of Commenting Official:

Date

Title:

State or Federal agency/bureau or Tribal Government



Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

#### 4. National Park Service Certification

I hereby certify that this property is:

- ☐ entered in the National Register  
☐ determined eligible for the National Register  
☐ determined not eligible for the National Register  
☐ removed from the National Register  
☐ other (explain:) \_\_\_\_\_

Signature of the Keeper

Date of Action

#### 5. Classification

##### Ownership of Property

(Check as many boxes as apply.)

Private ☒  
Public – Local ☐  
Public – State ☐  
Public – Federal ☐

##### Category of Property

(Check only **one** box.)

Building(s) ☒  
District ☐  
Site ☐  
Structure ☐  
Object ☐

##### Number of Resources within Property

(Do not include previously listed resources in the count)

Contributing	Noncontributing	
1	0	buildings
0	0	sites
0	0	structures
0	0	objects
1	0	Total

Number of contributing resources previously listed in the National Register 0



Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

## 6. Function or Use

### Historic Functions

(Enter categories from instructions)

Commerce/Trade: Specialty Store

Commerce/Trade: Business

### Current Functions

(Enter categories from instructions)

Commerce/Trade: Specialty Store

Commerce/Trade: Business

## 7. Description

### Architectural Classification

(Enter categories from instructions.)

Modern Movement

### Materials: (enter categories from instructions.)

Principal exterior materials of the property:

Brick; Metal: Aluminum; Stucco; Synthetics: Rubber

### Narrative Description

Earles Drug Store is a 1956 Modern commercial building with three full floors and a partial mezzanine level between the first and second floor. Located at the corner of West Center and Shelby Streets in downtown Kingsport, Tennessee, the flat-roofed building has two primary facades whose upper levels are defined by curtain walls of anodized aluminum framed windows and panels, as well as corner expanses of red brick veneer. A curved cantilevered canopy shelters the first level storefronts and retail spaces on the southwest façade. An entrance on the northwest façade provides access to a stairwell to the upper-level offices, as it did historically. The rear northeast elevation is entirely covered by a brick veneer and features a drive thru lane with the first level and mezzanine windows recessed below the second and third levels. The property retains integrity to convey its historical significance.

### Site and Setting

Earles Drug Stores covers almost the entirety of its urban lot. The building's concrete foundation is not visible from the street, nor is its flat rubber membrane roof. The property sits at the corner of two streets, West Center and Shelby in downtown Kingsport. West Center Street is a four-lane street that also functions as State Highway 36. It is a major connection between major transportation routes, residential areas, and the downtown district. Shelby Street serves as a side street connecting to the Church Circle Historic District (NR

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

Listed 4/11/1973) to the northeast. Directly to the rear of the building on the North end is a parking lot. Adjacent to the Drug Store's east elevation is a multistoried building, that is currently vacant.

### **Southwest Façade**

The southwest façade is defined primarily by its upper levels, consisting of curtain walls with a regularly spaced grid of anodized aluminum-framing members infilled with alternating horizontal bands of opaque panels and single-light windows. Two continuous louvered architectural awnings occurring directly above the bands of windows are mounted to the aluminum grid at the same horizontal rhythm as that of the grid's vertical members and are constructed of matching anodized aluminum. Brick veneer walls extend slightly from the northwest façade and southeast elevation to match the extension of the awnings.

Between the first level and mezzanine level, a flat-roof curved cantilevered canopy extends across the entirety of the southwest and northwest façades. Historic photos of the building taken shortly after construction show that the cantilevered canopy was originally constructed to feature backlit signage panels in a frame finished and segmented in proportions complimentary to those of the surviving aluminum curtain grid above. The historic photos also show the entire area of southwest façade below the canopy was originally composed of a glazed storefront wall, which has since been replaced with a framed infill wall of largely finished in painted stucco punctured by smaller storefronts corresponding to the separate commercial tenant spaces that now occupy what was originally one large drug store on the ground floor. Similar to the upper levels, stucco covered walls extend from the side elevations, resulting in the storefront area appearing to be recessed. A narrow strip of terrazzo flooring in the sidewalk in front of the building marks where the original storefronts stood, indicating that the current storefronts are recessed further than originally designed.

### **Northwest Façade**

The northwest façade has a similar appearance to the southwest. The upper levels are primarily defined by the aluminum grid of panels and windows with louvered awnings. The main point of difference from the other façade is that the grid is bookended at the north and south ends by sections of running bond red brick veneer.

The stuccoed cantilevered canopy extends across the majority of the northwest façade. Historic photos show the first level was always a wall finished in paint and/or stucco, similar to its current finish. There were originally four square single-light display windows centered vertically in the space below the canopy and spread out horizontally at regularly spaced intervals, which no longer remain. At the north end of the first level are two large display windows and a recessed single-leaf metal and glass entrance door with single-light sidelight and transom.

### **Northeast Elevation**

The northeast elevation is clad entirely in red running bond brick. The first level and mezzanine are recessed while the second and third levels are supported by two columns, also covered in a red brick veneer with metal plates at ground level. A concrete drive thru lane with replacement single-light service window is located along the first level, below the second level. Adjacent is a metal three-light single-leaf service entrance door as well as electrical panels and HVAC equipment.

This is the only elevation in which the mezzanine level is clearly visible through a series of four irregularly spaced single-light windows and two narrow three-light metal windows, one of which has been covered. The

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

second and third levels have three regularly spaced single-light windows. Narrow metal louvered vents are located above each window on the third level.

### **Southeast Elevation**

The southeast elevation is almost entirely obscured by an adjacent multistory commercial building. The top of the second level is visible and is clad entirely in red brick veneer.

### **Interior**

#### **First Floor**

The south end of the first floor's interior is currently divided into two separate tenant spaces. A law office has occupied the west side since the drug store relocated. A retail tenant space makes up the other half, which has seen multiple occupants move in and out over the intervening years.

Throughout the law office suite, wood-framed interior partitions finished in painted gypsum wallboard and trimmed out with painted wood base, chair rail, and door frame moldings break the space up into distinct offices, copy/storage, and restrooms. There are no windows into any portion of the law office, though some light filters into the reception/waiting area from W. Center Street through fully glazed storefront doors on each side of the entrance vestibule. An original terrazzo floor in excellent condition remains exposed throughout the ground floor of the law office. A painted gypsum ceiling resides over the vestibule and waiting/reception areas. Suspended grid acoustical tile ceilings hang below mechanicals over all other spaces.

From the law office's reception/waiting area, a double-loaded corridor stretches back toward a mostly unrenovated storage/utility space in the rear of the building. There, evidence remains of an interior pharmacy service counter in the same rear area of the building from which the pharmacy's drive-through window once operated. A pharmacy work area that was elevated one step above the public drug store floor appears to have been separated from the public by the (now absent) service counter. The ghost of a counter can be sensed where the step up in floor elevation follows a path similar to that of a corresponding bulkhead above, which was also demolished at some point, though a trace remains of where the bulkhead once was. A remnant of a stair that once led up to the pharmacy office on a mezzanine level remains, though the opening in the mezzanine floor was filled in at some point since the drug store moved out and the stair does not currently provide communication between lower and mezzanine levels.

The eastern half of the ground level is occupied by a retail tenant space, which is currently divided up into smaller spaces via wood-framed interior partitions finished in painted gypsum wallboard. The sales floor adjacent to Center Street enjoys a visual connection to the pedestrian and streetscape outside through a wall-to-wall storefront of about 8 feet in height. This is a newer storefront, not insignificant in size but nowhere near as tall or as wide as the original. Except for where this newer storefront incorporates an entrance door, the majority of its black anodized frame sits atop a low wall that elevates the storefront about 16" above the sidewalk outside. An elevated display area several feet deep and of matching height sits directly behind the low wall inside. The surfaces of the display area are covered in a low pile carpet that matches carpeting installed over the original terrazzo floor throughout this entire tenant space. What little of the original terrazzo remains visible here suggests that on this half of the ground level, the floor has not been as meticulously maintained as it has been in the law office. A suspended grid acoustical tile ceiling hangs below mechanical ductwork at about ten feet above the finished floor. This suspended ceiling is considerably lower

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

than the height of the second-floor structure above, which is high enough to permit the previously mentioned full height mezzanine level once associated with the drug store pharmacy office further back toward the rear of the building. Two small dressing rooms and a single occupancy restroom separate the sales floor from a storeroom in the rear below the mezzanine. The mezzanine cannot be accessed from inside this retail tenant space.

### Mezzanine

The building's original mezzanine level still remains over what was once the ground floor pharmacy area, though this mezzanine is now only accessible through the stair toward the rear of the building on the Shelby Street side. An abandoned attempt to renovate this space into an apartment in recent years has left its integrity compromised to the point that there's no sense left of what the original pharmacy office may have looked like, save for where four windows remain looking out over the old drive-thru onto the parking lot behind the building. Anodized bronze window frames indicate the windows themselves are not original, since all of the building's other remaining original window frames suggest a clear anodized finish was universally employed. The space is broken up into rooms divided by wood framed interior partitions faced with partially finished drywall. The rooms that were started remain unpainted and without wall base or trim. A concrete floor has been stripped of any historically significant floor finish before being halfway covered in ceramic tile. No finished ceilings are present and the steel bar joists and beams that support the original concrete second story floor above are presently exposed to view, though it is clear that these were never intended to be a visible feature of the building's interior.

A mezzanine level to the law office, adjacent but unconnected to the old pharmacy office mezzanine toward the rear of the building, was added in the late 1970s when all the rest of the law office's interior partitions were added. This newer mezzanine is accessed via a wood framed stair covered in low pile carpet at the rear of the law office's ground floor corridor. Offices on the law firm's mezzanine level also occur on either side and at the end of a double-loaded corridor. A mechanical/electrical room serving both ground floor tenants, including the law office mezzanine itself is accessed via this upper corridor. Spaces on this mezzanine are separated from one another with partitions matching the construction and finish of those encountered below. The floor of the law office mezzanine is finished with a low pile carpet over a plywood subfloor supported by wood joists that are carried by the ground level's interior partition walls. Ceilings over all law office mezzanine spaces are constructed of suspended grids of acoustical tile hung below the original steel bar joists and beams that support the concrete second story floor above.

### Second and Third Floor

Upper floors of the building are accessed exclusively via a stairway toward the rear of the building that provides direct access from Shelby Street and also serves as a rear lobby with an elevator that opens directly into the stair enclosure on the lower and mezzanine levels. The elevator travels to the second and third floors but opens into a corridor on those levels. The enclosure around this vertical circulation hub features solid walls of painted brick and plaster and/or drywall on three sides. An exposed portion of exterior curtain wall immediately adjacent to the stair on the Shelby Street side provides the fourth wall of the stair enclosure. The curtain wall is fully glazed on the ground level and is comprised of alternating horizontal bands of opaque and glazed infill panels above the ground floor. This places a large amount of glazing immediately adjacent to the stair, making the stair is a visible feature from outside while also providing expansive views to the exterior and access to natural light from within. Treads and landings are all formed by precast geometric volumes of concrete with an exposed terrazzo finish, which is in excellent condition. Each terrazzo stair tread is a triangular wedge in section and is supported in concealed fashion by a pair of rectangular painted

Earles Drug Store

Name of Property

Sullivan County, Tennessee

County and State

steel stringers left open to view from below. Open risers, stringers inset from the edges of treads and landings on either side, and a narrow gap at each adjacent wall give every walking surface an individual character as each part of the stair seems to float in space to some degree. Two circular parallel sections of clear anodized aluminum at either side of each stair run perform double duty as both guard and handrail and are supported by similar circular sections of aluminum with tapered ends that are fascia-mounted onto the support stringers below.

The second and third floors are almost identical to one another in layout and are accessed from below via either the elevator, which opens directly into the corridor on each level, or the stairway toward the rear of the building on the Shelby Street side, which is separated from the corridor on each level by a framed wall finished in painted drywall. A painted wood door with a closer but no latch and wire glass in three horizontal panels occupying the upper half of the door connects the stairwell to each upper floor corridor opposite the elevator doors. The second and third floors are each laid out with seven office suites of various sizes and support spaces on either side of a central double-loaded corridor leading to a second enclosed stairway at the southeast corner of the building. This second stair is a concrete and metal pan stair enclosed by four inch CMU walls finished in painted plaster. Finished concrete treads and landings remain exposed and show no signs of ever having been covered with any other floor finish. Exposed textured metal nosings and a simple round wall-mounted wood handrail reinforce the notion that this has always been treated as a service stair with no frills and only a utilitarian level of finish. It connects the second and third floors to one another but does not extend down to the ground floor. Nothing about the stair's construction or second floor slab upon which it sits suggests that this stair may have even extended further down to provide communication with the ground level at this corner of the building. A short run of stairs extends further upwards beyond the third-floor landing at the top to an exterior exit door that discharges onto the roof of an adjacent property.

The second and third floors are constructed of reinforced poured concrete. Floors in the corridors are covered in vinyl composition tile. Floors in tenant suites are variously finished in similar tile, low pile carpet, or wood-look vinyl plank in some more recently renovated spaces. Corridor walls are finished in painted drywall on the corridor side and feature large horizontal bands of fixed frosted/textured pattern glass offering diffused views into tenant suites. These corridor windows are composed of wood frames with painted wood trim at both sides of all heads, jambs, and sills that divide the bands of glazing into individual panes of a regular vertical dimension and fairly consistent horizontal size that maintain a generally square proportion at each individual windowpane. Single-leaf doors into tenant suites are incorporated into the rhythm of framed glazing and most of these tenant entrance doors feature matching frosted/textured pattern glazing in their upper halves such that the glass panels in the doors are in line with the windows to which they are adjacent. Many of the glazed panels on tenant doors feature painted or applied vinyl lettering to indicate tenants' business names and/or suite numbers.

All interior walls around individual tenant suites on either side of the upper-level corridors are defined by wood framed partitions. Individual tenant spaces are further subdivided by wood-framed walls into spaces serving various office functions. Three suites on the second floor have their own small single-occupant restrooms, but each upper level is provided with separate double-occupant men's and women's restrooms accessed from the corridor. Each floor also has a janitor's closet grouped with the restrooms that are situated next to the Shelby Street stairwell. On the opposite side of the corridor on each level is a mechanical/electrical room. The interior wall surfaces of office suites are variously finished in wood paneling and painted drywall.



Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

Some walls feature an inconsistent variety of painted wood moldings around doors as well as at the top and base of walls. Other spaces have vinyl cove wall bases and/or lower profile functional trims to match wood paneling on the walls. All feature a consistent treatment of painted wood trim around the openings facing the corridor.

Three of the four office suites on each upper level are situated adjacent to the curtain walls of the Shelby Street and Center Street facades. As in the case of the rear stair where it is situated next to a curtain wall, these suites all enjoy access to copious amounts of natural light and generous views through the glazed infill panels of the curtain walls. Unlike in the stairwell, however, portions of unglazed curtain wall coinciding with the lower half of exterior walls on the second and third floors are obscured on the interior by furred out finished walls below the glazed panels. Another two of the seven office suites on each upper level feature large square fixed windows in anodized bronze aluminum frames windows looking out onto the parking lot behind the building. The remaining two office suites on each floor are not adjacent to exterior walls so they have no windows to the outside. Ceilings throughout the upper levels are variously finished with either painted gypsum/plaster or painted mineral fiber surface-mount ceiling tile.

### **Integrity**

The Earles Drug Store building located at 134 West Center Street remains where it has always been. The building retains its overall integrity, even as it has endured changes to its occupancy and some features. Exterior modifications have been limited to the street level below the cantilevered canopy that wraps around the building's two principal facades (fronting Center and Shelby Streets). The canopy itself has been retained in its original overall size and streamlined shape, though having been covered with stucco, it no longer maintains the character of a framework for backlit signage. The defining curtain wall and louvered architectural awning features of the building's two principal facades, which were critical to establishing its bona fides as a prominent statement of Mid-Century Modern ideals in downtown Kingsport, remain intact above the canopy in all locations as well as below the canopy in front of the Shelby Street entrance stair closer to the rear of the building. These essential elements of Earles Drug Store's modern design remain unaltered since the building's original construction.

As a mid-century modern retail space designed with clean lines and an open floor plan, the preserved terrazzo floor on the ground level accounts for a significant portion of the material palette that helped the original Earles Drug Store building stand out in the community. Historical photos show the interior of the store was finished with a sleek and simple character composed of open space surrounded by smooth unembellished surfaces. While the current carved up state of the interior ground level space makes it difficult to appreciate, most of what defined the original store's modern character is still present. The upper levels, which historically housed offices for professionals, retains the corridor configuration with windows, as well as the stairwell. Given all of these features, Earles Drug Store clearly conveys its association with historical development of commerce in Kingsport and retains integrity of feeling.

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

## 8. Statement of Significance

### Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☒ A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☐ C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory or history.

### Criteria Considerations

(Mark "x" in all the boxes that apply.)

Property is:

N/A

- ☐ A Owned by a religious institution or used for religious purposes.
- ☐ B removed from its original location.
- ☐ C a birthplace or grave.
- ☐ D a cemetery.
- ☐ E a reconstructed building, object, or structure.
- ☐ F a commemorative property.
- ☐ G less than 50 years old or achieving significance within the past 50 years.

### Areas of Significance

(Enter categories from instructions.)

Commerce

### Period of Significance

1960-1976

### Significant Dates

N/A

### Significant Person

(Complete only if Criterion B is marked above.)

N/A

### Cultural Affiliation

N/A

### Architect/Builder

Dryden, Allen N.

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

### **Statement of Significance Summary Paragraph**

Earles Drug Store is locally significant under Criterion A in the area of Commerce for its contribution to the commercial development of Kingsport. Built in 1960, the Earles Drug Store became known for its innovative business model, which provided a one-stop shop for patrons who utilized the services of medical professionals on the upper levels and picked up their prescriptions or stopped for lunch on the first level. Earles Drug Store featured Kingsport's first drive through window, which allowed them to innovatively serve motorists at a time when changing transportation patterns was contributing to changing business patterns. The business's owner, Janie Earles, was an active voice in local and state politics, including serving on national committees recommending policy improvements for elderly Americans. Within Kingsport, she served on the board of the local hospital and provided job opportunities for local women in her store. The Period of Significance begins in 1960 with the building's construction and ends in 1976 when Earles Drug Store moved to a new location.

### **Narrative Statement of Significance**

#### **Early Contextual History of Kingsport**

The modern city of Kingsport, Tennessee originated as a planned community following the 1908 construction of the Carolina, Clinchfield, and Ohio Railroad. In the earlier years, local communities relied on commerce generated by their location on the Great Road between Nashville and Washington, DC, as well as their position as the farthest upstream point on the Holston River from which flatboats could be launched. For its role in local river commerce, an area just west of modern Kingsport, was commonly called Boatyard (NR Listed 12/12/1973). As flatboats and long-distance road transportation were replaced by steamboats and railroads, the area became isolated. The Holston River was not navigable for steamboats, and the railroad built through eastern Tennessee in 1859 was routed well south of the town. Following the Civil War, Kingsport went into steady decline.<sup>1</sup>

In 1908, the decline was reversed when George L. Carter, owner of the Carolina, Clinchfield, and Ohio Railroad (CC&O), had tracks constructed to connect Kingsport with Virginia's coal deposits. This new rail access empowered Kingsport to become an industrial center and rapid growth took place between 1910 and 1915. Taking advantage of this growth, John B. Dennis and J. Fred Johnson established the Kingsport Improvement Company in 1915. Their actions resulted in "the first thoroughly diversified, professionally planned, and privately financed city in twentieth-century America."<sup>2</sup>

Dennis and Johnson selected Dr. John Nolen of Cambridge, Massachusetts to plan the physical city. The Bureau of Municipal Research of the Rockefeller Foundation was chosen to help draw up a Charter. The Nolen Plan, as shown in Figure 1, included a main thoroughfare, Broad Street, with spurs that led to the residential areas. Broad Street ended at Church Circle (NR Listed 4/11/1973), where a series of concentric rings radiated out to the north. Although dozens of neighborhoods and section designs as well as street

<sup>1</sup> Stothart, Gray. "Clinchfield Railroad Station." In *SAH Archipedia*, edited by Gabrielle Esperdy and Karen Kingsley. Charlottesville: University of Virginia Press, 2012---. <http://sah-archipedia.org/buildings/TN-01-163-0017> (accessed June 5, 2020); Muriel C. Spoden, "Boatyard Historic District," National Register of Historic Places Nomination Form (Washington, DC: U.S. Department of the Interior, National Park Service, 1973).

<sup>2</sup> Margaret Ripley Wolfe. *Kingsport, Tennessee: A Planned American City*. Lexington, KY: University of Kentucky, 1987. 1



Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

layouts were drawn in Cambridge, the 1919 General Map of Kingsport, Tennessee, identified as Plan No. 75, is the cumulative expression of the physical ideas generated in Nolen's office.<sup>3</sup>



Figure 1. General map of Kingsport, Tennessee, John Nolen, 1919. Archives of the City of Kingsport, Kingsport, TN.

The plan, although not completely utilized, set the blueprint for commercial, education, and housing design. The layout of the commercial district and planned neighborhoods closely followed the original plan. Site choices for a bank and a post office, for example, were among those not adhered to by the locals, and two

<sup>3</sup> Wolfe, *Kingsport, Tennessee: A Planned American City*, 68.

Earles Drug Store

Name of Property

Sullivan County, Tennessee

County and State

blocks for a park bordering the intersection of Broad, Center and New streets were not retained.<sup>4</sup> One of these lots later became the site for the Earles Drug Store.<sup>5</sup>

Industrialization was key for Kingsport's growth, and key to that was the development of Kingsport Hosiery Mill (NR Listed 11/16/2020), Corning Glass Company, and Kingsport Press. All were major employers and contributed to the city becoming known as a center of industry. Perhaps the most important of these industrial employers was the Tennessee Eastman Company, whose plants were located south of the city center and on both sides of the Holston River, including extensive plants on the Long Island of the Holston (NHL 8/9/1960; NR 10/15/1966), an island that was sacred to the Cherokee people. During World War II, the Eastman Company constructed and operated the Holston Ordnance Works (now known as Holston Defense and Holston Army Ammunition Plant), which became one of the world's largest explosives manufacturers. In the postwar era, Eastman continued to manufacture a wide variety of products including plastics, textile fibers, and adhesives. By 2000, the company was the fifth largest private employer in Tennessee.<sup>6</sup>

With the addition of these employment opportunities came the need for housing and service-oriented businesses. Connecting the industrial section of the town to the commercial section enabled the city to grow intentionally, which was enabled by the further development of the city's street grid and infrastructure, including Center Street. By the mid-1920s, Center Street was completed only one block to the west and two blocks to the east. Center Street, from both the point of view of its location and its construction, is one of the most important streets in the business section. According to a 1926 *Kingsport Times* newspaper announcement for a new bank at the corner of Broad and Center Street:

As its name implies, [Center Street] is almost in the heart of the city, and it enters into the Lee Highway which will in the years to come turn floods of tourists into the city. That this street is destined to become a great business street goes unquestioned. Nor is there any question as to the importance of upper Broad Street—that is, Broad Street from Market to the Circle. The erection of the new First National Bank building marked the first milestone in the development of this part of Kingsport.<sup>7</sup>

An extension to West Center Street was not completed until early 1940s. And although the street was constructed, no growth occurred until the late 1950s when the United States Post Office site was chosen. By the late 1950s, the young city had an incorporated population of 24,540 people (1958), and urban area population of 71,345 (1959). The city had forty employers, with 28,000 people at work.<sup>8</sup>

<sup>4</sup> Wolfe, *Kingsport, Tennessee: A Planned American City*, 47.

<sup>5</sup> Wolfe, *Kingsport, Tennessee: A Planned American City*, 48.

<sup>6</sup> Martha Avaleen Egan, "Tennessee Eastman Company/Eastman Chemical Company," Tennessee Encyclopedia, March 1, 2018, <https://tennesseeencyclopedia.net/entries/tennessee-eastman-companyeastman-chemical-company/> (accessed March 16, 2025).

<sup>7</sup> "Retail Sections Constantly Keeping Pace with Advances Made in Other Parts of City," *Kingsport Times*. Kingsport, Tennessee. 28 February 1926, 17.

<sup>8</sup> Elery A Lay, *An Industrial and Commercial History of the Tri-Cities in Tennessee-Virginia* (Lay Publications, 1982), 98.

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

---

### Early Healthcare in Kingsport

The quick expansion of manufacturing and related economic opportunities allowed for specialized industries and service-oriented businesses to develop. Important among them were those dedicated to healthcare, including drug stores. Kingsport Drug was the first drug store in the community. It was established in 1910 and opened in a new building at the corner of Main and Broad Street in 1915.<sup>9</sup>

Other Drug Stores followed including the Clinchfield Drug Store in 1917 on Main Street and Freels Drug Store in 1935 at the corner of Broad and Center Streets.<sup>10</sup> That same year, a ‘modern’ hospital, Holston Valley opened with sixty beds. Located seven blocks from downtown, the hospital was boasted to have the most modern equipment and ample space for treating specialized needs, such as maternity wards and isolation wards.<sup>11</sup>

Dr. George W. Earles and Dr. J.A. Flora opened Earles Drug Store in 1941. The drugstore was successful in its first location at 120 East Center Street and featured soda and luncheonette services on the first floor and a medical office on the second floor. George W. Earles was affiliated with the Kingsport and Holston Drug Companies. Earles was assisted by Dr. R.C. Badgett, a licensed pharmacist. When Earles died in 1953, his widow Janie Earles, along with sons George and Howard, continued to run the business.<sup>12</sup>

### New Location for Earles Drug

As the population grew in the early 1950s, there was an increased need for more healthcare services in the thriving city. Business was busy at Earles, and the drug store had outgrown the original building. Janie Earles, being a progressive-thinking woman according to her grandson Mike Earles, chose to have a large, modern building constructed that would expand her and her sons drug store, but also provide leasable space to the doctors and dentists needing office space.<sup>13</sup>

Earles hired well respected local architect Allen N. Dryden, Sr. to design the building. In many ways, Dryden is as synonymous with the early development of Kingsport as J. Fred Johnson and John Nolen. A native of Chicago, Dryden studied at the Art Institute of Chicago and the Illinois Institute of Technology. In 1919, he came to Kingsport to operate a branch office for Johnson City architect Donald Beeson. After observing Dryden’s style and methods, Johnson urged him to make a commitment to the town. Dryden soon occupied office space in the Kingsport Improvement Corporation building and began a successful career as the town’s principal architect.<sup>14</sup>

Dryden opened his architectural firm in Kingsport in 1921, believed to be the first professional architectural firm in the city. Dryden served as long term Secretary of the Kingsport Planning commission since its creation in 1941. Among his noteworthy projects was the restoration of Rocky Mount (NR Listed 2/26/1970)

---

<sup>9</sup> “Kingsport Drug Established in Kingsport in 1910,” *Kingsport Times*, 31 May 1925.

<sup>10</sup> “Freels Formally Opens Tuesday,” *Kingsport Times*, 21 April 1935.

<sup>11</sup> *Kingsport Times*, 9 August 1935.

<sup>12</sup> “Earles Drug Store.” *Archives of the City of Kingsport*. 27 December 2011

<https://kingsportarchives.wordpress.com/2011/12/27/earles-drug-store/>

<sup>13</sup> Earles, Mike. Interview with Dianna Cantler, February 12, 2023. Over the phone.

<sup>14</sup> Wolfe. *Kingsport, Tennessee: A Planned American City*, 98; Joseph L. Herndon, “Architects in Tennessee until 1930: A Dictionary,” Thesis, Columbia University, 1975, 63.



Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

and the building of the Rocky Mount Museum, near Piney Flats. He also designed Allandale, the home of Harvey C. Brooks, which was later donated to the city. Some of his major architectural projects include the Kingsport Civic Auditorium, Kingsport Municipal Building, J. Fred Johnson Stadium, Kingsport Post Office, Broad Street Methodist Church, Mason & Dixon home office, and the National Bank of Sullivan County.<sup>15</sup>

Dryden's designs were typically in the Colonial Revival or Neoclassical Revival styles, but he expanded his design style when he designed the Kingsport Post Office, Dobyns-Bennett High School and Van Huss Dome, and the Earles Drug Store building, which were more modern in design.<sup>16</sup> Dryden's design for Earles featured a modern building with Terrazzo tile floors, open front windows and porcelain enameled panels, all of which stood out in the more traditional look of buildings in the Kingsport commercial area.

The drug store's new location on West Center Street gave Earles the opportunity to expand into a newly created thoroughfare leading from the main business corridor and was the first of much development to occur along that street. The post office opened in early 1959, with the Earles Drug Store as the first commercial business next in April of 1960. This development along West Center Street was followed by a car service station, Kingsport City Hall, and several banks and retail-oriented buildings.

In 1959, multiple articles in the *Kingsport Times News* proclaimed the growth occurring in Kingsport. An article in April highlighted multiple building projects in the city, including more than a million dollars in business buildings being constructed. Besides a new post office, bank and department store, the article also highlighted Earles Drug Store, stating, "Mrs. Janie Earles, owner of Earles' Drug Store, is building a \$200,000 store at Center and Shelby Streets. The three-story building, 50 by 109 feet, is planned for a drug store."<sup>17</sup> Later in August, the *Kingsport Times News* announced, "Building is Booming In Kingsport." Among the four commercial and public buildings highlighted was the new Earles Drug Store (see Figure 2).



Figure 2. *Business is Booming in Kingsport. Kingsport Times. 2 August 1959. Page 9.*

<sup>15</sup> "Death Claims Pioneer Kingsport Architect" *Kingsport Times*. Kingsport, Tennessee. 27 July 1970. (1,7).

<sup>16</sup> Wolfe. *Kingsport, Tennessee: A Planned American City*. 188.

<sup>17</sup> Rowland, Paula. "Construction Within City Now Exceeds Million Mark," *Kingsport Times*. 28 April 1959.

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

The opening of the new location received much notice by the *Kingsport Press* on April 28, 1960. The headline was, "Earles Drug Opens In New Location On Center Street." The article reminded readers that the long-time drug store was in a new building, included the founder's history, and gave details about the food department and the drug and sundries area. Highlighted in the article was the feature of a drive-thru window allowing motorists to purchase both prescriptions and other drug items in a complete and convenient manner. The article also reported that the second and third floors were designed with sixteen offices, with the second floor designated for doctors and dentists.<sup>18</sup>



Figure 3. Photograph of Earles Drug Store, 1962, 6415-12-62, Thomas McNeer, Jr. Collection, Archives of the City of Kingsport, Kingsport TN.

<sup>18</sup>"Earles Drug Opens In New Location On Center Street" *Kingsport Times News*. 28 April 1960. Page 6.

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

Part of the success of Earle's Drug Store in its new location was due to its ability to serve automobilists. In the 1950s, the personal use of automobiles had grown immensely. The American manufacturing economy switched from producing war-related items to consumer goods at the end of World War II, and by the end of the 1950s, one in six working Americans were employed either directly or indirectly in the automotive industry. The United States became the world's largest manufacturer of automobiles, and Henry Ford's goal of thirty years earlier, that any man with a good job should be able to afford an automobile, was achieved.<sup>19</sup> While business directly serving the automobile, including service stations, had existed since the automobile became popular among Americans in the early twentieth century, the postwar era brought a new generation of service businesses focusing on mobile customers, including drive-through or drive-in restaurants and theaters.

Like most communities, the growth of automobile usage contributed to changes in Kingsport, including the eventual movement of businesses further from the city center in the 1970s. Far ahead of its time, the new Earles Drug Store included the first drive-up window in Kingsport, which became an integral part of the store's operation and contribution to changing business patterns. The drive-in pharmacy window was first introduced in the United States in 1951, and although it is commonplace seventy years later, it was not widespread until the 1990s when Walgreens Pharmacies made it an integral part of the stores design. The Earles Drug Store drive-up window was a unique, progressive concept that contributed to the popularity and success for the business.<sup>20</sup>

There are several living grandsons of the original owners of Earles Drug Store, and they shared their memories of the building and business. Tim Earles remembered, "The drive thru window was always busy, and it was quite large. My brothers and I would sit in the window and wave at those in line, until my dad or uncle would move us out of the way."<sup>21</sup> Mike and Jeff Earles recalled the pharmacy office being on the mezzanine level and had a glass window enabling the pharmacists to see what was happening in the drug store below (see Figure 4).<sup>22</sup>

The store had a cafeteria and luncheonette on the ground level, which could seat 103 people. Mike Earles remembers that the cafeteria was a popular lunch spot for shoppers or people who were visiting one of the doctor's offices on the upper floors. The integration of medical professionals with a drug store created a 'one stop shop' for patrons. Its location on West Center Street, near city buildings and other new businesses, made it a popular spot. Kingsport resident and city employee Marianne Way remembered that she and her colleagues often went to Earles for lunch. She said, "You would go in and the place would be very crowded, businessmen, the mayor, young mothers with small children and seniors would all be there." She also noted that the dentists and doctor's offices on the upper floors were conveniently located for her to stop there, as it was for many other Kingsport residents.<sup>23</sup>

<sup>19</sup> Ikuta, Yasutoshi. *Cruise O Matic: Automobile Advertising of the 1950s*. MotorBooks International. p. 18.

<sup>20</sup> Cohen, Steven. "History of pharmacy, legacy of care." *Walgreens Boots Alliance*. 5 October, 2021.

walgreensbootsalliance.com/news-media/our-stories/history-pharmacy-legacy-care. 28 February 2023.

<sup>18</sup> Earles, Tim. Interview by Dianna Cantler, February 9, 2023. Over the phone.<sup>21</sup>

<sup>22</sup> Earles, Mike. Interview by Dianna Cantler, February 12, 2023. Over the phone.

<sup>23</sup> Marianne Way, Interview with Dianna Cantler, March 14, 2003.



Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State



Figure 4. Photograph of Earles Drug Store - interior, 1962, 6415-12-62, Thomas McNeer, Jr. Collection, Archives of the City of Kingsport, Kingsport TN.

Earles Drug Store also had impacts in providing commercial occupations for women. During World War II, many women experienced new freedoms, particularly in the workforce as they held roles formerly held only by men, such as within wartime manufacturing industries. In the 1950s, while some women returned to traditional homemaker roles, others did not want to give up their new found opportunities. According to the U. S. Bureau of Labor and Statics, in 1957, 70% of working women held clerical positions, assembly lines or service jobs. 12 % held a profession and 6% held management positions. Those that held professional jobs worked as nurses and teachers.<sup>24</sup>

Janie Earle was a forerunner in woman-owned businesses and property in the 1950s and 1960s within Kingsport, and she gained recognition and was a contributor to healthcare reform on both the state and federal level. Longtime Kingsport resident Earlean Dean recalled, "I remember Mrs. Earles as a very important person in our community and the fact that she was in business herself, gave many young women a

<sup>24</sup> "Women's Roles in the 1950s." *American Decades*, vol. 6 (2001), 278-280. Gale Group, accessed July 16, 2008, <http://find.galegroup.com>.

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

role model.” Dean, whose husband was the General Manager of J.C. Penney's in the 1950-70s in downtown Kingsport, a block away from Earles Drug, said she couldn't really think of any other business that was owned by a woman and definitely not one as large as Earles Drug Store.<sup>25</sup> Earle's grandsons, Mike and Jeff Earles, recalled that “Earles Drug Store provided a place for women to work outside the home, there were regularly 7-8 women employed by my grandmother in the cosmetics and luncheonette area.”<sup>26</sup>

Earles success as a businesswoman allowed her to lend her voice to healthcare advocacy including serving on the Tennessee State Commission on Health, Education and Welfare. In 1959, she was appointed by President Eisenhower to serve on the National Advisory Committee for the White House Conference on Aging, which Eisenhower hosted in 1961. The conference's purpose was to focus attention on problems faced by older Americans and in turn, recommend appropriate policies. The conference led to the passage of multiple pieces of legislation, including the 1961 Social Security amendments, the Senior Citizens Housing Act of 1962, the Community Health Services and Facilities Act of 1961, the Older Americans Act in 1965, and contributed to the creation of Medicare and Medicaid programs in 1965.<sup>27</sup>



Figure 5. “Mrs. Janie Earles with President Eisenhower” Photo from Earles Family collection.

<sup>25</sup> Dean, Earlean. Interview with Dianna Cantler, March 14, 2023. In person.

<sup>26</sup> Earles, Mike. Interview by Dianna Cantler, February 12, 2023. Over the phone.

<sup>27</sup> *Around the Area*. The Knoxville News-Sentinel. 2 June, 1959. Page 15; White House Conference on Aging,” Wikipedia, [https://en.wikipedia.org/wiki/White\\_House\\_Conference\\_on\\_Aging](https://en.wikipedia.org/wiki/White_House_Conference_on_Aging) (accessed March 16, 2025).



Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

In addition to her work in healthcare, Earles was an active participant in the Republican party. She ran for statewide office multiple times and participated in many civic organizations, including serving as First District president of the V.F.W. Auxiliary, Honorary Sergeant-At-Arms of the Tennessee House of Representatives in 1971, and as a board member for the Holston Valley Community Hospital. In the 1960s, she was listed in *Who's Who in American Women*, a publication that highlighted women who had made important contributions to their community.<sup>28</sup>

### Relocation of Downtown Business

In the mid-1970s, retail trade in the downtown withered due to construction of the new Fort Henry Mall five miles from downtown. Major downtown department stores such as Penney's, Parks-Belk, and Millers relocated to the new shopping area when it opened. This proved especially damaging for the old commercial district. Within five years of the department stores relocating, the downtown experienced many vacant storefronts.<sup>29</sup>

In 1976 Earles Drug Store moved to a smaller location on Center Street, thus ending its association with the nominated property. The Earles Drug Store building was purchased by the law firm Todd and Dossett in 1977. A portion of the first floor was remodeled into office space, while keeping a portion for retail. Although renovation occurred on the first floor, the drive-in window, mezzanine and second and third floors remained in their original condition. The upper floor offices were used less by the medical profession in the 1980s as the need for larger offices grew, but tenants continued to include small professional, financial, and technology firms. Today, the Earles Drug Store is poised for new life. An ongoing rehabilitation using funding from the Federal Historic Tax Credit and Tennessee Historic Development Grant Program is planned to rehabilitate the property while retaining its character-defining features that convey the important role the property played in Kingsport's commercial history.

<sup>28</sup> "Outstanding Service Earns Janie Earls Recognition," *Kingsport News*, 19 March 1971.

<sup>29</sup> Wolfe. *Kingsport, Tennessee: A Planned American City*, 206

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

---

## 9. Major Bibliographic References

---

### Bibliography

“Around the Area.” *The Knoxville News-Sentinel*. 2 June 1959. Page 15

Cohen, Steven. "History of pharmacy, legacy of care." Walgreens Boots Alliance. 5 October 2021. [walgreensbootsalliance.com/news-media/our-stories/history-pharmacy-legacy-care](https://walgreensbootsalliance.com/news-media/our-stories/history-pharmacy-legacy-care). 28 February 2023.

Dean, Earlean. Interview with Dianna Cantler, 14 March 14 2023. In person.

“Death Claims Pioneer Kingsport Architect.” *Kingsport Times*. Kingsport, Tennessee. 27 July 1970. (1,7).

Earles Drug Opens in New Location On Center Street” *Kingsport Times News*. 28 April 1960. Page 6.

“Earles Drug Store.” Archives of the City of Kingsport. 27 December 2011. <https://kingsportarchives.wordpress.com/2011/12/27/earles-drug-store/>

Earles, Mike. Interview with Dianna Cantler, February 12, 2023. Over the phone.

Earles, Tim. Interview by Dianna Cantler, February 9, 2023. Over the phone

Egan, Martha Avaleen. “Tennessee Eastman Company/Eastman Chemical Company.” *Tennessee Encyclopedia*, March 1, 2018. <https://tennesseeencyclopedia.net/entries/tennessee-eastman-companyeastman-chemical-company/> (accessed March 16, 2025).

Ikuta, Yasutoshi. *Cruise O Matic: Automobile Advertising of the 1950s*. MotorBooks International. p. 18.

“Kingsport Drug Established in Kingsport in 1910.” *Kingsport Times*, 31 May 1925.

*Kingsport Times*, 9 August 1935.

Lay, Elery A. *An Industrial and Commercial History of the Tri-Cities in Tennessee-Virginia*. Lay Publications, 1982.

“Outstanding Service Earns Janie Earls Recognition.” *Kingsport News*, 19 March 1971.

“Retail Sections Constantly Keeping Pace with Advances Made in Other Parts of City.” *Kingsport Times*. Kingsport, Tennessee. 28 February 1926. 17.

Rotary Club of Kingsport. *Kingsport; Past, Present, and Future*. Kingsport, TN.

Rowland, Paula. “Construction Within City Now Exceeds Million Mark.” *Kingsport Times*. 28 April 1959

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

Spoden, Muriel C. "Boatyard Historic District." National Register of Historic Places Nomination Form. Washington, DC: U.S. Department of the Interior, National Park Service, 1973.

Stothart, Gray. "Clinchfield Railroad Station." SAH Archipedia, edited by Gabrielle Esperdy and Karen Kingsley. Charlottesville: University of Virginia Press, 2012--. <http://sah-archipedia.org/buildings/TN-01-163-0017> (accessed June 5, 2020).

Wolfe, Margaret Ripley. *Kingsport, Tennessee: A Planned American City*. Lexington, KY: University of Kentucky, 1987.

"Women's Roles in the 1950s." American Decades, vol. 6 (2001), 278-280. Gale Group, accessed July 16, 2008, <http://find.galegroup.com>.

Previous documentation on file (NPS):		Primary location of additional data:	
<input checked="" type="checkbox"/>	preliminary determination of individual listing (36 CFR 67 has been requested)	<input checked="" type="checkbox"/>	State Historic Preservation Office
<input type="checkbox"/>	previously listed in the National Register	<input type="checkbox"/>	Other State agency
<input type="checkbox"/>	previously determined eligible by the National Register	<input type="checkbox"/>	Federal agency
<input type="checkbox"/>	designated a National Historic Landmark	<input type="checkbox"/>	Local government
<input type="checkbox"/>	recorded by Historic American Buildings Survey #	<input type="checkbox"/>	University
<input type="checkbox"/>	recorded by Historic American Engineering Record #	<input checked="" type="checkbox"/>	Other
<input type="checkbox"/>	recorded by Historic American Landscape Survey #	Name of repository: Archives of Kingsport	
Historic Resources Survey Number (if assigned): N/A			

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

---

## 10. Geographical Data

---

**Acreage of Property** 0.13 **USGS Quadrangle** Kingsport, Tenn-VA 188-SE

### Latitude/Longitude Coordinates

Datum if other than WGS84: NAD1983

A. Latitude: 36.548087 Longitude: -82.560757

B. Latitude: 36.548335 Longitude: -82.560530

C. Latitude: 36.548254 Longitude: -82.560392

D. Latitude: 36.548004 Longitude: -82.560615

### Verbal Boundary Description

The National Register Boundary corresponds to the legal boundary of Sullivan County Parcel 046I E 020.00. The boundary is depicted on the enclosed boundary maps.

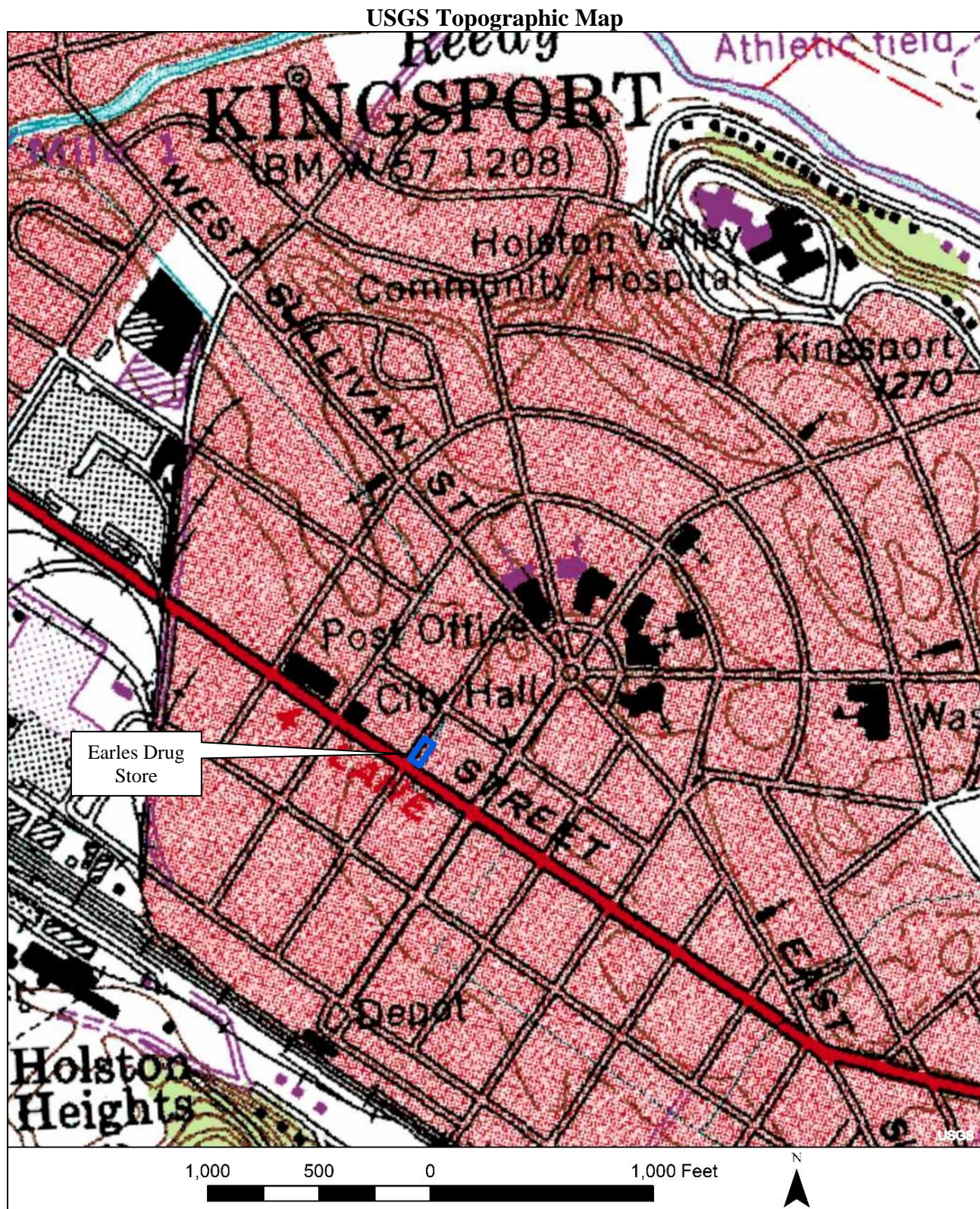
### Boundary Justification

The Boundary corresponds to the historic boundary during the Period of Significance.



Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State



The location of Earles Drug Store is indicated by the blue rectangle, overlaid on USGS Topographic Map, Kingsport, Tenn-VA, 1:50,000, 1959, photorevised 1991.

Item XII.6.



Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

### Boundary Maps



The nominated property is indicated by the blue shaded rectangle in the center of the map. Map is courtesy of the State of Tennessee's Comptroller of the Treasury Property Viewer

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State



The National Register Boundary is depicted by the red polygon, overlaid on ca. 2020 aerial imagery and parcel lines (thin white lines). Included are keys for the coordinates noted in Section 10 (A-D). Note that the southwest edge of the building appears outside of the boundary, but this is only due to first level awning and the slight angle of the imagery. The entirety of the building is included in the boundary. No better imagery is available.

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

---

## 11. Form Prepared By

---

Name	Diane Cantler; Rebecca Schmitt		
Organization	Echoes C+C; Tennessee Historical Commission		
Street & Number	1911 Sherwood Drive	Date	March 2025
City or Town	Johnson City	Telephone	423-557-6869
E-mail	Cantler@echoescc.com; Rebecca.Schmitt@tn.gov	State	TN Zip Code 37601

### Additional Documentation

Submit the following items with the completed form:

- **Photographs** (refer to Tennessee Historical Commission National Register *Photo Policy* for submittal of digital images and prints. Photos should be submitted separately in a JPEG or TIFF format. Do not embed these photographs into the form)
- **Additional items:** (additional supporting documentation including historic photographs, historic maps, etc. can be included on a Continuation Sheet following the photographic log and sketch maps. They can also be embedded in the Section 7 or 8 narratives)

**Paperwork Reduction Act Statement:** This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).

**Estimated Burden Statement:** Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.



Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

---

**Photo Log**

Name of Property: Earles Drug Store

City or Vicinity: Kingsport

County: Sullivan

State: Tennessee

Photographer: Rebecca Schmitt (Photos 1-5); Diana Cantler (Photo 6); Lane Tillner and Stevie Malenowski (Photos 7-22).

Date Photographed: October 11, 2023 (Photos 1-5); October 11, 2022 (Photo 6); October 28, 2024 (Photos 7-22)

Earles Drug Store was undergoing rehabilitation at the time of nomination. To best of the TN-SHPO staff's knowledge, all photos show current conditions.

Description of Photograph(s) and number, include description of view indicating direction of camera:

- 1 of 22. Oblique View of Southwest and Northwest Primary Elevations. View to the northeast.
- 2 of 22. Oblique View of Northeast and Northwest Elevations. View to the southeast.
- 3 of 22. Northeast Elevation, including view of drive thru. View to the southwest.
- 4 of 22. Southwest Elevation. View to the northeast.
- 5 of 22. View of First Level Storefront on Southwest Elevation. View to the northwest.
- 6 of 22. First Level, Commercial Space. View to the north.
- 7 of 22. First Level, Law Office Space. View to the north.
- 8 of 22. First Level, Law Office Corridor. View to the northeast.
- 9 of 22. First Level, Law Office with representative finishes. View to the northeast.
- 10 of 22. First Level, Mechanical/Electrical Room (former pharmacy). View to the north.
- 11 of 22. First Level, Stairwell at northwest corner of building. View to the southwest.
- 12 of 22. Mezzanine Level, Apartment. View to the southwest.
- 13 of 22. Mezzanine Level, Apartment. View to the northeast.
- 14 of 22. Mezzanine Level, Typical Law Office. View to the northwest.
- 15 of 22. Mezzanine Level, Typical Law Office. View to the northwest.
- 16 of 22. Stairwell, between Mezzanine and ~~Second Levels~~. View to the northeast.

Earles Drug Store  
Name of Property

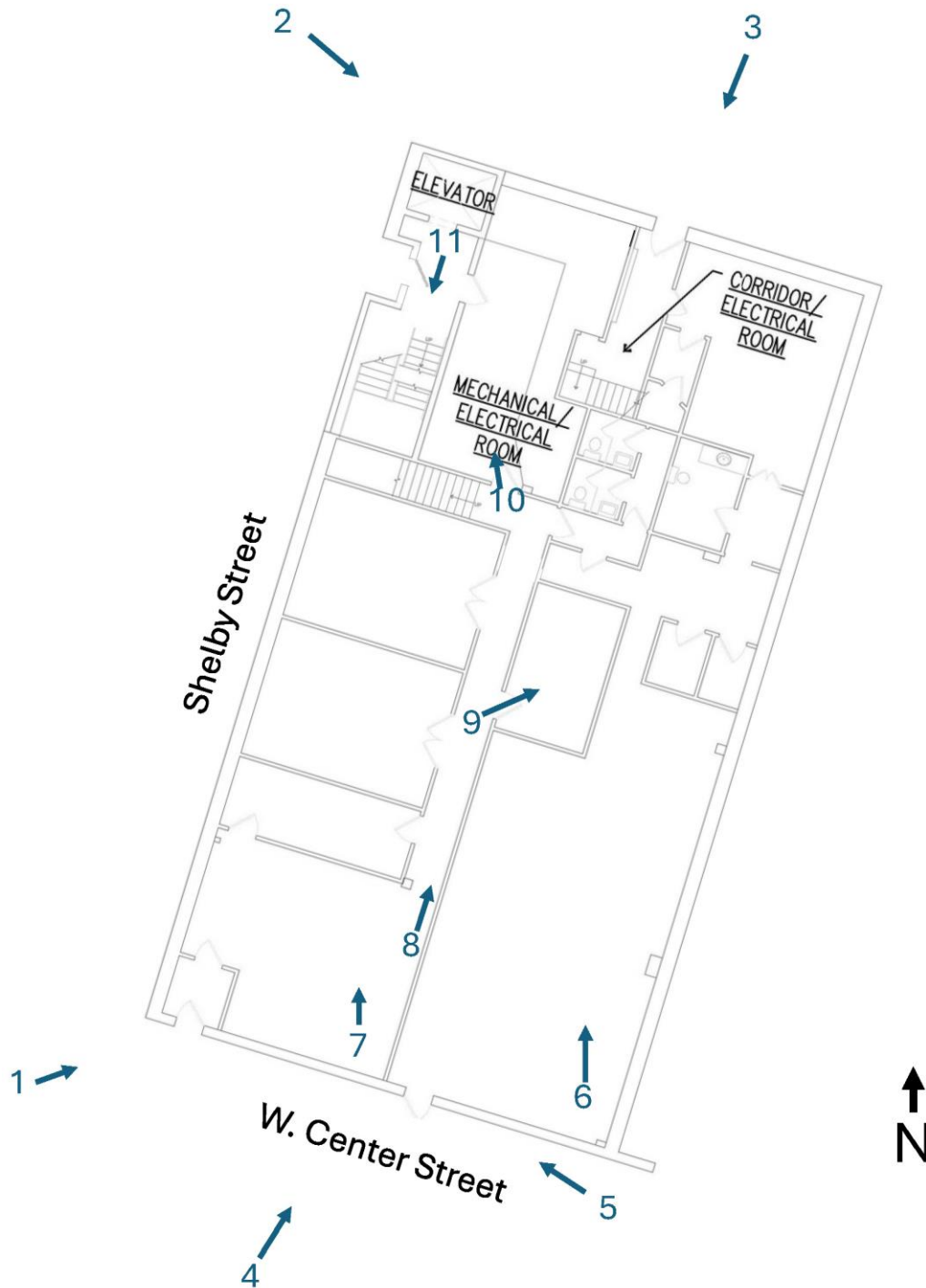
Sullivan County, Tennessee  
County and State

- 
- 17 of 22. Second Level, Typical Corridor of Upper Levels with Windows into Offices. View to the east.
- 18 of 22. Second Level, Typical Corridor of Upper Levels. View to the northeast.
- 19 of 22. Second Level, Office. View to the southeast.
- 20 of 22. Second Level, Office. View to the northwest.
- 21 of 22. Southeast Stairwell, View from Third Level to the southwest.
- 22 of 22. Third Level, Corridor. View to the northeast.

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

**Floor Plans with Photos Keyed**  
Not to Scale



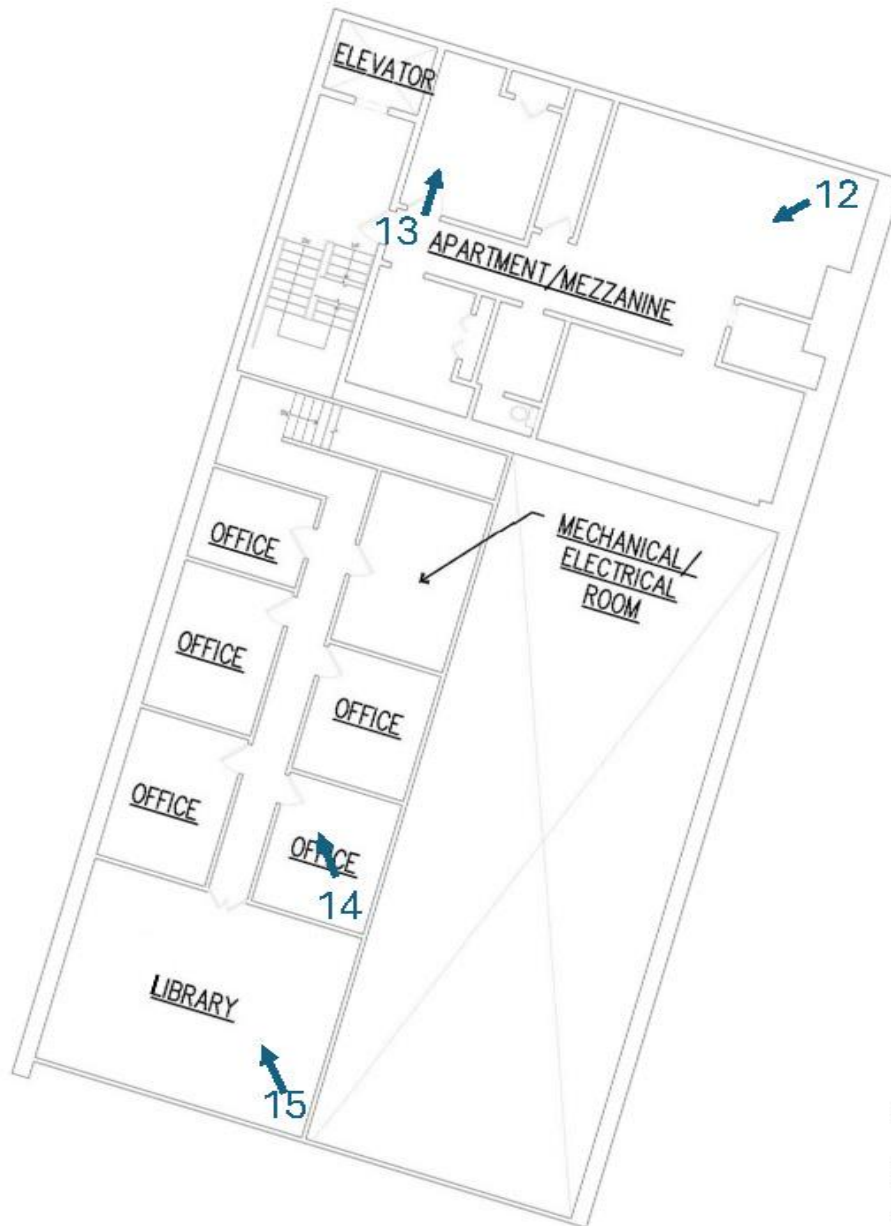
**First Level**

Item XII.6.

**DRAFT**

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State



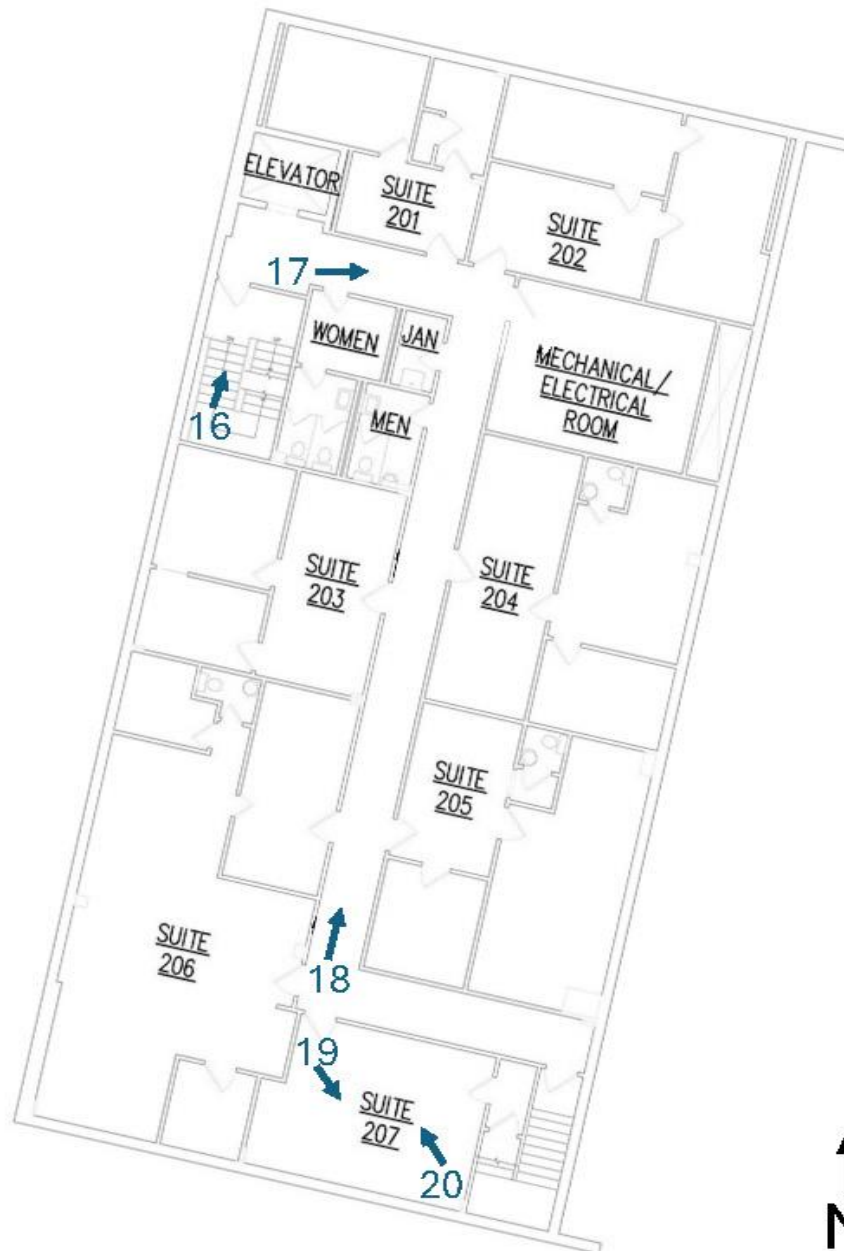
**Mezzanine**

Item XII6.

**DRAFT**

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State

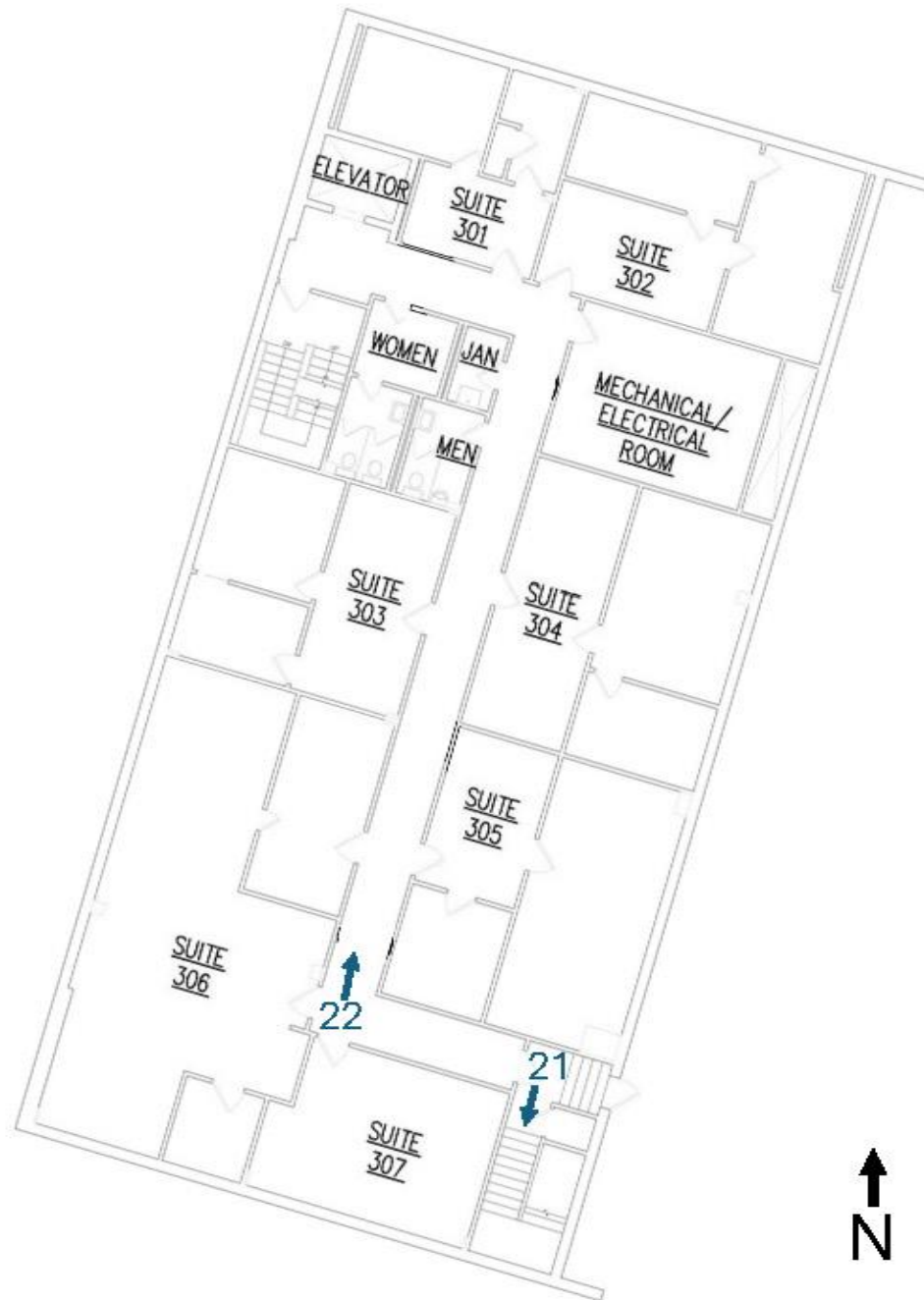


**Second Level**

**DRAFT**

Earles Drug Store  
Name of Property

Sullivan County, Tennessee  
County and State



**Third Level**

Item XII.6.

---

**Property Owner(s):**

(This information will not be submitted to the National Park Service, but will remain on file at the Tennessee Historical Commission)

---

Name	Hyder Real Estate Holdings, LLC c/o Jennifer Hyder		
Street & Number	P.O. Box 3066	Telephone	423-588-8331
City or Town	Johnson City	State/Zip	TN/ 37604





1 OF 22

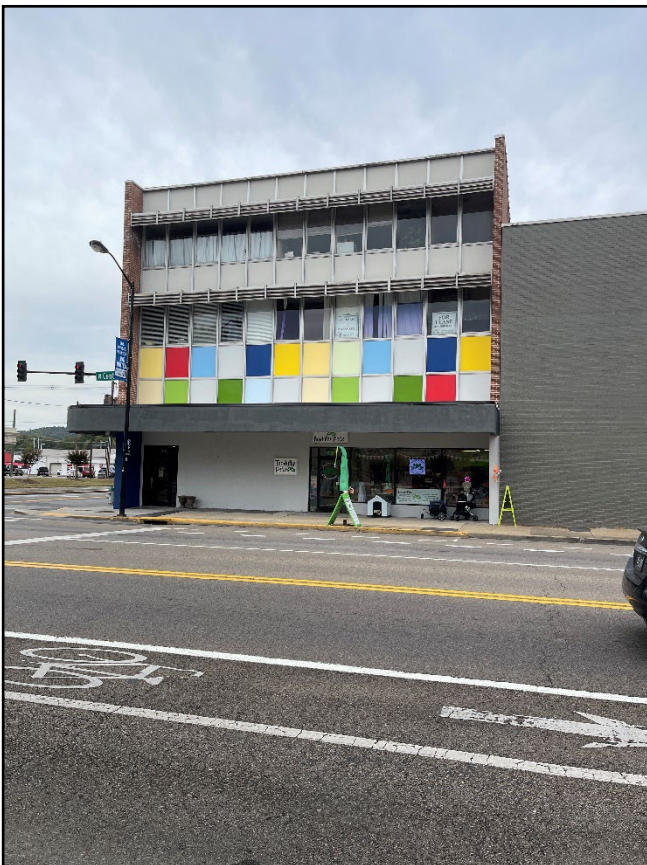


2 OF 22





3 OF 22



4 OF 22

Item XII6.





5 OF 22

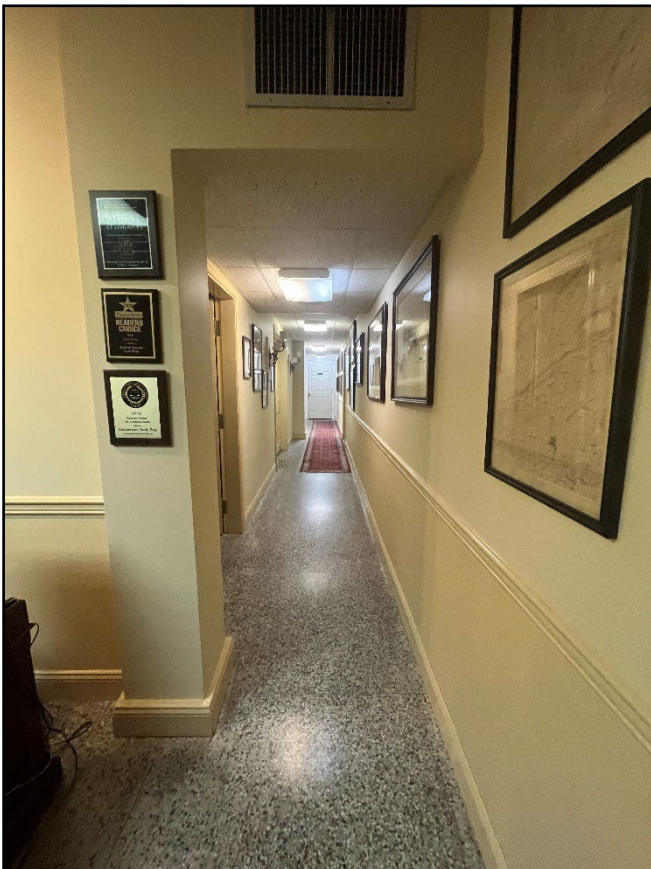


6 OF 22





7 OF 22



8 OF 22

Item XII6.





9 OF 22



10 OF 22





11 OF 22





12 OF 22



13 OF 22





14 OF 22



15 OF 22





16 OF 22



17 OF 22





18 OF 22



19 OF 22





20 OF 22



21 OF 22

Item XII6.



22 OF 22



## AGENDA ACTION FORM

### **Consideration to Approve Issuance of a Certificate of Compliance for a Business to Sell Retail Alcoholic Beverages**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-117-2025

Work Session: May 5, 2025

First Reading: N/A

Final Adoption: May 6, 2025

Staff Work By: Angie Marshall

Presentation By: Travis Bishop

---

#### **Recommendation:**

Approve the issuance of a Certificate of Compliance.

<u>Store Name</u>	<u>Address</u>	<u>Applicant</u>
Allandale Package Store	4528 West Stone Drive	Stephen & Astrid LaHair

#### **Executive Summary:**

The ownership of Allandale Package Store is changing from Bobbie Phillips to Stephen and Astrid LaHair. The new owners are in the process of submitting their application to the Tennessee Alcoholic Beverage Commission to reflect this change. A Certificate of Compliance from the City of Kingsport is required to accompany this application.

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

Staff recommends approval of this certificate to reflect the ownership change.

#### **Attachments:**

None

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—