



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

**Tuesday, August 06, 2024 at 7:00 PM**

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

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

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

### **Leadership Team**

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

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

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

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

1. Girl Scout Troop #1088

### **III. INVOCATION**

1. Phip Sams, First Christian Church of Kingsport

### **IV. ROLL CALL**

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

1. Chancellor's Award Presented to the City of Kingsport - Dr. Jeff McCord, NESCC
2. Proclamation: National Farmers Market Week - Alderman Duncan

## **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**

- [1.](#) Consideration of Appointments to the Public Art Committee (AF-224-2024) (Mayor Shull)
- [2.](#) Consideration of Appointments to the Tree Advisory Board (AF-225-2024) (Mayor Shull)
- [3.](#) Consideration of Appointment to the Historic Zoning Commission (AF-226-2024) (Mayor Shull)

## **VIII. APPROVAL OF MINUTES**

- [1.](#) July 15, 2024 - Work Session
- [2.](#) July 16, 2024 - Business Meeting

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

For items requiring a public hearing: When you come to the podium, please state your name and address, and sign the register that is provided. Comments of speaks must pertain to the item which is the subject of the public hearing. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes.

- [1.](#) Public Hearing and Consideration of an Ordinance to Amend City Code as it Pertains to Public Art and Murals (AF-222-2024) (Ken Weems)
- [2.](#) Consideration of an Update to the Stormwater Management Ordinance to Meet the 2024 Small Municipal Separate Storm Sewer System (MS4) Permit Issued by the Tennessee Department of Environment and Conservation (TDEC) (AF-190-2024) (Ryan McReynolds)
- [3.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY 2024 (AF-227-2024) (Chris McCartt)
- [4.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY 2025 (AF-229-2024) (Chris McCartt)

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

- 1.** Consideration of an Ordinance to Amend Zoning of Tax Map 077H, Parcel 001.10 and a Portion of Parcel 002.00 Located Along Riverbend Drive from the B-4P, Planned Business District to PD, Planned Development District (AF-199-2024) (Jessica McMurray)
- 2.** Consideration of a Budget Ordinance for Various Funds FY25 (AF-207-2024) (Chris McCartt)
- 3.** Consideration of an Ordinance to Amend the FY 2025 General Purpose School Fund Budget (AF-210-2024) (David Frye)

## **XI. OTHER BUSINESS**

- 1.** Consideration of a Resolution Approving the 2024 Amendment to the Tennessee State-Subdivision Opioid Abatement Agreement and Authorizing the Mayor to Execute a Subdivision Participation Agreement Relative to the Kroger Co Settlement (AF-221-2024) (Chris McCartt)
- 2.** Consideration of a Resolution to Award the Bid to Traxon Construction, Inc., for the Waterline Upgrades for the Sullivan County Water Project and Authorize the Mayor to Sign All Applicable Documents (AF-218-2024) (Ryan McReynolds)
- 3.** Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5307 TDOT Capital Grant Matching Contract for Transit Vehicle Replacements in the KATS Fleet (AF-209-2024) (Candace Sherer)
- 4.** Consideration of a Resolution to Enter into an Engineering Agreement with CDM Smith for Wastewater Treatment Plant Headworks Assessment (AF-217-2024) (Ryan McReynolds)
- 5.** Consideration of a Resolution to Cancel Services with Verizon Connect for GPS Services and Utilize Samsara, Inc. Through the TN State Contract (AF-223-2024) (Ryan McReynolds)
- 6.** Consideration of a Resolution to Apply for and Receive Tennessee State Library & Archives (TSLA) Construction Grant (AF-220-2024) (Michael T Borders)
- 7.** Consideration of a Resolution to Amend and Expand the Riverbend Redevelopment District and Approve Tax Increment Financing for The Arbor Townhome Project (AF-200-2024) (Jessica Harmon)

## **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 Approving a Memorandum of Understanding with Kingsport City Schools as Required by the State of Tennessee School Resource Officer (SRO) Program Grant (AF-213-2024) (Chief Phipps)
- 2.** Consideration of a Resolution Authorizing the Application for Funding through the Tennessee State Museum Capital Maintenance and Improvements Grant (AF-216-2024) (Michael Price)
- 3.** Consideration of a Resolution to Approve Addendum 11 to the ESS South Central, LLC, Substitute Staffing Services Contract for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF-212-2024) (David Frye)
- 4.** Consideration of a Resolution to Accept Donation of Various Items from Friends of Allandale (AF-208-2024) (Michael Borders)
- 5.** Consideration of a Resolution to Apply for and Receive State Board Programming Regrant (AF-219-2024) (Michael T. Borders)

## **XIII. COMMUNICATIONS**

- 1.** City Manager
- 2.** Mayor and Board Members

## **XIV. ADJOURN**



**AGENDA ACTION FORM**

**Consideration of Appointments to the Public Art Committee**

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

Action Form No.: AF-224-2024  
 Work Session: August 5, 2024  
 First Reading: N/A  
 Final Adoption: August 6, 2024  
 Staff Work By: Kristie Leonard  
 Presentation By: Mayor Shull

**Recommendation:** Approve appointments.

**Executive Summary:** It is recommended to appoint the following to the Public Art Committee:

- Reappoint Joe Maye
- Reappoint Josh Reid
- Reappoint Jennifer Adler
- Appoint Cassidy Lester replacing Scott Eddlemon

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The committee is comprised of nine members, seven may be considered from DKA and at large community members, and two are ex-officio city employees appointed by the City Manager. Terms are three years with no term limit.

<b>Current Committee:</b>			
Member	Term Expires	No. of Terms	Eligibility
Shane Christian	7/31/26	1	Theatre Organization Rep.
Joseph Maye	7/31/24	Fulfilling unexpired term	At-large
Joshua Reid	7/31/24	2	At-large
Betsy Cooper	7/31/25	Fulfilling unexpired term	DKA Rep.
Scott Eddlemon	7/31/26	1	Symphony Organization Rep.
Joe Zoeller	7/31/25	2	Art Organization Rep.
Jennifer Adler	7/31/24	1	At-large
Kristie Leonard	Term of Position	N/A	Staff Rep. – Cultural Arts Dept.
Lori Pyatte	Term of Position	N/A	Staff Rep.- Planning Dept.

<b>Recommended Committee:</b>			
Member	Term Expires	No. of Terms	Eligibility
Shane Christian	7/31/26	1	Theatre Organization Rep.
Joseph Maye	7/31/27	1	At-large
Joshua Reid	7/31/27	3	At-large
Betsy Cooper	7/31/25	Fulfilling unexpired term	DKA Rep.
Cassidy Lester	7/31/26	Fulfilling unexpired term	Symphony Organization Rep.
Joe Zoeller	7/31/25	2	Art Organization Rep.
Jennifer Adler	7/31/27	2	At-large
Kristie Leonard	Term of Position	N/A	Staff Rep. – Cultural Arts Dept.
Lori Pyatte	Term of Position	N/A	Staff Rep.- Planning Dept.

**Attachments:**  
 1. Cassidy Lester's Bio

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

Item VII 1.



**Cassidy Lester** is the Executive Director of Symphony of the Mountains. She is a percussionist, educator, and interdisciplinary artist from Kingsport, TN. Since 2021, she has been on percussion staff with the East Tennessee State University Marching Buccaneers. Previously, she was an Adjunct Professor at Northeast State Community College, as well as the Director of Jazz Ensembles and Assistant Director of Percussion at Elizabethton High School. Cassidy currently serves as the Vice-President for the Tennessee Chapter of the Percussive Arts Society and is a member of the PAS Diversity Alliance.

Cassidy's clinic "Reshaping the Narrative: Building a Gender-Inclusive Future for Performers and Teachers," was recently accepted to be presented at the 2025 KMEA Professional Development Conference. In 2023, she presented "She Can Drum Too: Encouraging Gender Inclusion" at the 64<sup>th</sup> Annual TMEA Music Education Conference. She also presented "Forward, but Not Fast Enough: An Update on the Underwhelming Progress of Female inclusion in Percussion" at the 2022 National Conference on Percussion Pedagogy. Her presentations focused on research from her 2020 thesis titled, *Whence Comes the Lady Percussionist? The Changing Role of Females in Professional Percussion Positions in the United States, 2011-2020*.

Cassidy performs regularly with Symphony of the Mountains, Aleph Percussion Group, Johnson City Symphony Orchestra, and other regional ensembles. She is a graduate of East Tennessee State University where she received a Master's degree in Business Administration, as well as a Bachelor's degree in Music Performance.

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#### Contact Information

Cell: (423) 579-2882

Email: [cassidy@symphonyofthemountains.org](mailto:cassidy@symphonyofthemountains.org) or [clestermusic@gmail.com](mailto:clestermusic@gmail.com)



**AGENDA ACTION FORM**

**Consideration of Appointments to the Tree Advisory Board**

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

Action Form No.: AF-225-2024  
 Work Session: August 5, 2024  
 First Reading: N/A  
 Final Adoption: August 6, 2024  
 Staff Work By: Tamra Rossi  
 Presentation By: Mayor Shull

**Recommendation:** Approve appointments.

**Executive Summary:** It is recommended to appoint the following to the Tree Advisory Board:

- Reappoint Dan Wernick
- Reappoint David Williams
- Reappoint Timothy Martin
- Reappoint Denise Isaacs

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The board is comprised of ten members; four residents of Kingsport, four tree industry professionals, one Keep Kingsport Beautiful representative, and one staff member. Terms are two years with no term limit.

<b>Current Board:</b>			
Member	Term Expires	No. of Terms	Eligibility
Steve Bingham	6/30/25	5	KPT Resident
Andrew Wilson	7/31/25	1	Tree Industry Prof.
Christine Barger	7/31/25	10	KPT Resident
Steve Woody	6/30/25	Fulfilling unexpired term	Tree Industry Prof.
Dan Wernick	7/31/24	9	Tree Industry Prof.
David Williams	7/31/24	4	Tree Industry Prof.
Timothy Martin	7/31/24	5	KPT Resident
Denise Isaacs	7/31/24	3	KPT Resident
Sharon Hayes	Term of Ofc.	N/A	KKB Rep.
Tamra Rossi	Term of Ofc.	N/A	KPT City Staff Rep.

<b>Recommended Board:</b>			
Member	Term Expires	No. of Terms	Eligibility
Steve Bingham	6/30/25	5	KPT Resident
Andrew Wilson	7/31/25	1	Tree Industry Prof.
Christine Barger	7/31/25	10	KPT Resident
Steve Woody	6/30/25	Fulfilling unexpired term	Tree Industry Prof.
Dan Wernick	7/31/26	10	Tree Industry Prof.
David Williams	7/31/26	5	Tree Industry Prof.
Timothy Martin	7/31/26	6	KPT Resident
Denise Isaacs	7/31/26	4	KPT Resident
Sharon Hayes	Term of Ofc.	N/A	KKB Rep.
Tamra Rossi	Term of Ofc.	N/A	KPT City Staff Rep.

**Attachments:**

None

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

Item VII2.



**AGENDA ACTION FORM**

**Consideration of Appointment to the Historic Zoning Commission**

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

Action Form No.: AF-226-2024  
 Work Session: August 5, 2024  
 First Reading: N/A  
 Final Adoption: August 6, 2024  
 Staff Work By: Ken Weems  
 Presentation By: Mayor Shull

**Recommendation:**  
 Approve appointment.

**Executive Summary:**  
 It is recommended to appoint Bob Grygotis to the Historic Zoning Commission replacing Dr. Erin Reid.

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The commission is comprised of seven members: one representative of a local patriotic or historical organization, one architect, one Planning Commission representative, and four at-large members. Terms are five years with no term limit.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
Erin Reid	6/30/24	1	At-large
Chip Millican	6/30/25	Fulfilling unexpired term	Planning Comm. Rep.
Jewell McKinney	6/30/26	4	Historian
Jack Edwards	6/30/26	1	A-large
Dineen West	6/30/27	3	Architect
Scott Schriefer	6/30/25	resigned	At-large
Joe Cross	6/30/28	1	At-large

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
Bob Grygotis	6/30/29	1	At-large
Chip Millican	6/30/25	Fulfilling unexpired term	Planning Comm. Rep.
Jewell McKinney	6/30/26	4	Historian
Jack Edwards	6/30/26	1	A-large
Dineen West	6/30/27	3	Architect
Scott Schriefer	6/30/25	resigned	At-large
Joe Cross	6/30/28	1	At-large

**Attachments:**  
 1. Bob Grygotis; Bio

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



## Bio for Bob Grygotis

Retired Paper Mill executive with Mead, Willamette, Weyerhaeuser and Domtar, over a 40-year career and multiple states. Volunteer activities include Boy Scout Leader 2013 to 2020 ( Son achieved Eagle scout in 2020), Board member for Texas Arts and Humanities Regional group for three years. Civitan member in 90's. Served as Credit union board member and president in Kingsport. Before retirement worked with local community in Arkansas to develop a fund raising event that has now been over ten years and benefitted city of less than 5000 with over \$50000 annually.

During my career had either direct responsibility over multiple 50 million dollar or higher projects to include all aspects of the project. Experience working with government agencies as well as local government officials.



## BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, July 15, 2024 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

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### Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

- I. **CALL TO ORDER** 4:30 pm by Mayor Shull.
- II. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- III. **DISCUSSION ITEMS**

1. **Dental Clinic Update** - Bill Wetherholt

Mr. Wetherholt gave a presentation on the status of the clinic and provided a picture of the progress inside. everything is operational and staff are being hired for students to be seen in September, noting some patients will start in August. He credited the many partners who have made this project possible. He pointed out that it is on schedule and on budget. He thanked the BMA and the City for their support. The City Manager commented that this was a great example of a public-private partnership and hopes other clinics look to this successful program for guidance. He also provided information on housing for the students working there.

2. **Projects Status Report** - Chris McCartt

Chad Austin, Niki Ensor, Michael Thompson, Jessica Harmon, Lisa Winkle, Ryan McReynolds, Michael Borders and Dr. Chris Hampton provided details on various projects throughout the city and regarding the schools. Discussion ensued as they answered questions throughout the presentation.

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

**Monday, July 15, 2024 at 4:30 PM**

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

**IV. REVIEW OF BUSINESS MEETING AGENDA**

City staff gave a summary for each item on the July 16, 2024 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

**IX.3 Consideration of an Ordinance to Amend the FY 2025 the General Purpose School Fund Budget** (AF-210-2024) Dr. Hampton asked to increase the school budget to fully fund a cost of living adjustment to all KCS employees. He provided a history of previous increases and the reason this is being brought to the BMA now.

**X.7 Consideration of a Resolution to Approve Contract and Recycler Agreement with Loomis Armored US, LLC** (AF-202-2024) City Recorder/Treasurer Lisa Winkle provided details on this item and the benefits it will provide to staff and the internal control processes.

**X.8 Consideration of a Resolution to Adopt a City-Wide Cash Handling Policy** (AF-192-2024) Lisa Winkle discussed the policy to be adopted by the board and its compliance with state requirements.

**XI.7 Consideration of a Resolution to Apply for and Receive the FTAAAD Annual Senior Center Grant** (AF-195-2024) Shirley Buchanan provided information on this item and answered questions. She noted it's the first time this has really a competitive grant, rather than just receiving the 8,000 dollars given annually to date.

Chris noted there were some handouts at each seat regarding workers comp and the annual report from the police department. The mayor commended the city manager for his work with the dental clinic and expressed his appreciation

**V. ITEMS OF INTEREST**

**1. Sales Tax Report**

**2. Workers' Compensation Report**

**VI. ADJOURN**

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 6:00 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, July 16, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

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### Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

### City Administration

Chris McCartt, City Manager  
Bart Rowlett, City Attorney

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

- I. **CALL TO ORDER** by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by New Vision Youth.
- III. **INVOCATION** led by Alderman Cooper.
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- V. **RECOGNITIONS AND PRESENTATIONS**
  1. **Dobyns-Bennett High School 2024 4x800 Relay Track State Champions** (Alderman Phillips)
  2. **Keep Kingsport Beautiful Beautification Awards** (Sharon Hayes)
  3. **Public Information & Communications Dept.** (Alderman Cooper)

**Public Relations Society of America - Tricities Chapter**

**Christmas in Kingsport - Award of Merit**

**Zombieland Blog Post - Award of Quality**

**2024 Northeast TN Pinnacle Awards**

**GOATS! - Best Public Relations Campaign**

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

**Tuesday, July 16, 2024 at 7:00 PM**

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

**COMMENT** Mayor Shull invited citizens in attendance to speak. The following individuals came forward to comment and the mayor closed the public comment section.

Tommy Grills commented on a sinkhole adjoining his property and traffic issues. Michael Dean commented on the building permit and license process as well as the changes to water bills. Gary Edmonds made comments regarding road repairs and priorities

**VI. APPOINTMENTS**

- 1. Consideration of Appointments to the Bays Mountain Park Commission (AF-201-2024)**  
(Mayor Shull)

Motion made by Alderman Olterman, Seconded by Alderman Duncan.

REAPPOINT COLETTE GEORGE FOR A SECOND TERM, WOODY REEVES FOR A THIRD TERM, RUSS BROGDEN FOR A FOURTH TERM AND ROBIN KERKHOFF FOR A FIFTH TERM EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 31, 2027

Passed: All present voting "aye" except Vice Mayor George who abstained.

- 2. Consideration of Appointments to NETWORKS Sullivan Partnership (AF-211-2024)** (Mayor Shull)

Motion made by Alderman Olterman, Seconded by Alderman Cooper.

APPOINT TIM DEAN AND ANDY HALL EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 1, 2027

Passed: All present voting "aye."

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

Motion made by Alderman Montgomery, Seconded by Alderman Cooper.

Passed: All present voting "aye."

- 1. June 17, 2024 - Work Session**
- 2. June 18, 2024 - Business Meeting**

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

- 1. Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 077H, Parcel 001.10 and a Portion of Parcel 002.00 Located Along Riverbend Drive from the B-4P, Planned Business District to PD, Planned Development District (AF-199-2024)** (Jessica McMurray)

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

**Tuesday, July 16, 2024 at 7:00 PM**

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

Motion made by Alderman Olterman, Seconded by Alderman Duncan.

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG RIVERBEND DRIVE FROM THE B-4P, PLANNED BUSINESS DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye" except Alderman Cooper who abstained.

- 2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY 2025 (AF-207-2024) (Chris McCartt)**

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

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

Passed: All present voting "aye."

- 3. Consideration of an Ordinance to Amend the FY 2025 the General Purpose School Fund Budget (AF-210-2024) (David Frye)**

Motion made by Alderman Phillips, Seconded by Alderman Olterman.

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

**IX. BUSINESS MATTERS REQUIRING FINAL ADOPTION AND PUBLIC HEARING**

- 1. Consideration of an Ordinance to Update Section 102-226, Table A - User Discharge Restrictions of the Sewer Use Ordinance (AF-156-2024) (Ryan McReynolds)**

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

**ORDINANCE NO. 7162** AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 102-226 TABLE A- USER DISCHARGE RESTRICTIONS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-176-2024) (Chris McCartt)**

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

**Tuesday, July 16, 2024 at 7:00 PM**

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

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

**ORDINANCE NO. 7163** AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 3. Public Hearing and Consideration of an Ordinance Amending Chapter 114, Article III, Division 5 of the Kingsport City Code as it Relates to Floodplain Zoning (AF-183-2024)**  
(Ken Weems)

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

**ORDINANCE NO. 7164** AN ORDINANCE ADOPTED FOR THE PURPOSE OF AMENDING THE CITY OF KINGSFORT, TENNESSEE CITY ZONING ORDINANCE REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF KINGSFORT, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM

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

**X. OTHER BUSINESS**

- 1. Consideration of a Resolution to Execute an Agreement with Frontier Health for Counseling Services for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF-191-2024)** (David Frye)

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

**RESOLUTION NO. 2025-001** A RESOLUTION APPROVING THE EXECUTION OF AN AGREEMENT WITH FRONTIER HEALTH FOR COUNSELING SERVICES FOR KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 2. Consideration of a Resolution to Purchase Four Pull Behind Truck Leaf Loaders from Sourcewell Cooperative Contract (AF-187-2024)** (Ryan McReynolds)

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

**Tuesday, July 16, 2024 at 7:00 PM**

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

Motion made by Alderman Phillips, Seconded by Alderman Montgomery.

**RESOLUTION NO. 2025-002** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO COX TRACTOR UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 031121-SCG FOR FOUR PULL BEHIND LEAF LOADERS FOR USE BY THE PUBLIC WORKS DEPARTMENT

Passed: All present voting "aye."

- 3. Consideration of a Resolution to Purchase Three 2024 Ford Maverick AWD Pickup Trucks from TN State Contract # 80355 (AF-203-2024) (Ryan McReynolds)**

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

**RESOLUTION NO. 2025-003** A RESOLUTION AUTHORIZING THE PURCHASE OF THREE 2024 FORD MAVERICK AWD PICKUP TRUCKS FROM LONNIE COBB UTILIZING TENNESSEE STATE CONTRACT NO.: 80355; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

- 4. Consideration of a Resolution to Purchase Two 2024 Tacoma Access Cab 2WD W/6 ft. Bed from TN State Contract # 80358 (AF-204-2024) (Ryan McReynolds)**

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

**RESOLUTION NO. 2025-004** A RESOLUTION AUTHORIZING THE PURCHASE OF TWO 2024 TOYOTA TACOMA ACCESS CAB 2WD WITH 6 FOOT BED FROM ALAN JAY FLEET SALES UTILIZING TENNESSEE STATE CONTRACT NO.: 80358; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

- 5. Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2024-2025 Benefiting the General Welfare of Kingsport Residents (AF-189-2024) (Jessica Harmon)**

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

**RESOLUTION NO. 2025-005** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2024-2025 BENEFITING THE GENERAL WELFARE OF KINGSPORT RESIDENTS

Passed: All present voting "aye."



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

Tuesday, July 16, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

- 6. Consideration of a Resolution to Award Bid to Summers-Taylor, Inc. for Kingsport Resurfacing Project (PIN #129800.00) Contingent Upon Concurrence by TDOT and Authorizing the Mayor to Sign All Applicable Documents (AF-206-2024) (Ryan McReynolds)**

Motion made by Alderman Phillips, Seconded by Alderman Duncan.

**RESOLUTION NO. 2025-006** A RESOLUTION CONDITIONALLY AWARDING THE BID FOR THE KINGSFORT RESURFACING PROJECT (PIN# 129800.00) CONTINGENT UPON CONCURRENCE BY THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO SUMMERS-TAYLOR, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 7. Consideration of a Resolution to Approve Contract and Recycler Agreement with Loomis Armored US, LLC (AF-202-2024) (Lisa Winkle)**

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

**RESOLUTION NO. 2025-007** A RESOLUTION APPROVING AN AGREEMENT WITH LOOMIS ARMORED US, 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 to Adopt a City-Wide Cash Handling Policy (AF-192-2024) (Lisa Winkle)**

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

**RESOLUTION NO. 2025-008** A RESOLUTION ESTABLISHING A POLICY FOR CASH HANDLING FOR THE CITY OF KINGSFORT

Passed: All present voting "aye."

- 9. Consideration of a Resolution to Approve a Lease Agreement with John Hendricks and to Allow the Mayor to Sign All Documents Necessary and Proper as they Pertain to the Lease (AF-182-2024) (Steven Bower)**

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

**Tuesday, July 16, 2024 at 7:00 PM**

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

Motion made by Alderman Montgomery, Seconded by Alderman Duncan.

**RESOLUTION NO. 2025-009** A RESOLUTION APPROVING A LEASE AGREEMENT WITH JOHN HENDRICKS 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."

- 10. Consideration of a Resolution Approving the Mayor's Signature and Executing All Documents Necessary to Apply for and Receive Two Grants From the State of Tennessee Department of Disability and Aging (AF-196-2024) (Michael T. Borders)**

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

**RESOLUTION NO. 2025-010** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A MAJOR AND MINOR COMPETITIVE SENIOR CENTER GRANT FROM THE TENNESSEE DEPARTMENT OF DISABILITY AND AGING

Passed: All present voting "aye."

- 11. Consideration of a Resolution Awarding the Bid for the Purchase of Tire Recapping Services to Best One Tire Co. (AF-193-2024) (Ryan McReynolds)**

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

**RESOLUTION NO. 2025-011** 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

Passed: All present voting "aye."

- 12. Consideration of a Resolution to Award the Bid for the Purchase of Rock Salt for FY25 (AF-198-2024) (Ryan McReynolds)**

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

**RESOLUTION NO. 2025-012** A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF ROCK SALT TO COMPASS MINERALS AMERICA, INC. AND ALTERNATIVELY PURSUANT TO STATE CONTRACT NO.: 507 AS A SECONDARY SOURCE IF NEEDED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

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

**Tuesday, July 16, 2024 at 7:00 PM**

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

- 13. Consideration of a Resolution Approving an Amendment to the Inter-Local Cooperation Agreement between the Emergency Communications District and City of Kingsport (AF-114-2024) (Chris McCartt)**

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

**RESOLUTION NO. 2025-013** A RESOLUTION APPROVING AN AMENDMENT TO THE SECOND AMENDED AGREEMENT BETWEEN THE CITY AND THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT, TENNESSEE, 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."

**XI. CONSENT AGENDA** *(These items are approved under one motion.)*

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

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

- 1. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant from the State of Tennessee School Resource Officer (SRO) Grant Program for FY 2025 (AF-186-2024) (Chief Phipps)**

**RESOLUTION NO. 2025-014** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SCHOOL RESOURCE OFFICER GRANT FROM THE STATE OF TENNESSEE SCHOOL RESOURCE OFFICER GRANT PROGRAM

- 2. Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the State of Tennessee School Resource Officer (SRO) Grant Program for FY 2025 (AF-185-2024) (Chief Phipps)**

**RESOLUTION NO. 2025-015** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE STATE OF TENNESSEE SCHOOL RESOURCE OFFICER PROGRAM

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

**Tuesday, July 16, 2024 at 7:00 PM**

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

- 3. Consideration of a Resolution Ratifying the Mayor's Signature on the Petworks Partner Agreement (AF-205-2024) (Jessica Harmon)**

**RESOLUTION NO. 2025-016** A RESOLUTION APPROVING AN AGREEMENT WITH PETWORKS ANIMAL SERVICES, INC.; AND RATIFYING THE MAYOR'S EXECUTION OF THE SAME

- 4. Consideration of a Resolution to Authorize Northeast State Community College to Enter into Sub-Lease Agreements with Participating Institutions (AF-188-2024) (Jessica Harmon)**

**RESOLUTION NO. 2025-017** A RESOLUTION APPROVING AN AGREEMENT WITH EAST TENNESSEE STATE UNIVERSITY PROVIDING CLASSES AT THE KINGSPORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITY BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS OR THIS RESOLUTION

- 5. Consideration of a Resolution to Enter into an Agreement with Kingsport Tribe Youth Football and Cheer (KTYFC) for the Use of City Facilities for Youth Sports Programs (AF-142-2024) (Michael Borders)**

**RESOLUTION NO. 2025-018** 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

- 6. Consideration of a Resolution Authorizing the Renewal of the MOU with Camelot Care Centers for Behavioral Health and Counseling Services for Kingsport City Schools and Authorizing the Mayor to Execute All Applicable Documents (AF-194-2024) (David Frye)**

**RESOLUTION NO. 2025-019** A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH CAMELOT CARE CENTERS, INC. FOR BEHAVIORAL HEALTH AND COUNSELING SERVICES FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

- 7. Consideration of a Resolution to Apply for and Receive the FTAAAD Annual Senior Center Grant (AF-195-2024) (Michael Borders)**

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

**Tuesday, July 16, 2024 at 7:00 PM**

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

**RESOLUTION NO. 2025-020** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE AND RECEIVE THE PASS THROUGH FUNDING FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT'S AREA AGENCY ON AGING AND DISABILITY GRANT FOR FISCAL YEAR 2025

- 8. Consideration of a Resolution for Site Agreement with First Tennessee Human Resource Agency (AF-197-2024) (Michael Borders)**

**RESOLUTION NO. 2025-021** A RESOLUTION APPROVING A SITE AGREEMENT WITH THE FIRST TENNESSEE HUMAN RESOURCE AGENCY FOR USE OF SPACE FOR THE NUTRITION MEAL SITE PROGRAM AT THE KINGSPORT SENIOR CENTER

**XII. COMMUNICATIONS**

**1. City Manager**

Mr. McCartt commented on the BMA wearing Funfest shirts and recognized Alderman Montgomery and Vice-Mayor George as former chairs of the Funfest committee. He thanked all the city employees that will be working overtime to make this event possible and expressed appreciation of their attitude.

**2. Mayor and Board Members**

Alderman Montgomery stated on July 27th Healthy Kingsport and Barkbound will host an event together and on August 7th the walking club will start at the mall and on August 22nd there was a Lunch and Learn on diabetes. He offered thanks to city staff involved with Funfest, noting it is a big task. Alderman Phillips commented on the crazy week in national politics and stated he was thankful the city election is non-partisan. He also mentioned the Main Street rebuild project as well as the public meeting held by Domtar to address the smell from the factory, noting they are committed to fixing the issue. Alderman Olterman stated he talked to the high school football coach today and they are working hard. Alderman Duncan remarked on the trashbusters program at Funfest started in conjunction with KKB in 1984. He also mentioned the trash barrel painting was earlier today with 700 people completing 500 barrels. He encouraged everyone to get out and vote. Alderman Cooper commented on the Christmas in July presale last week, noting the majority of the trees for the parks have sold already. She also listed several upcoming events in Downtown starting this weekend and through the fall, noting details can be found on the DKA website. Vice-Mayor George mentioned the dental clinic presentation at the work session yesterday and pointed out this is a wonderful opportunity. She also commended the public works employees for their efforts to clean up throughout the city after public events. Lastly,

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

**Tuesday, July 16, 2024 at 7:00 PM**

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

she noted the breakfast with the balloons and the balloon glow is the second weekend of Funfest, noting this is a unique event and there are 17 balloons this year. Mayor Shull stated early voting is in progress, noting the last day is July 27th. He stated he has attended all the forums and pointed out that what citizens hear and see on social media isn't always factual.

**XIII. ADJOURN**

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:33 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, August 6, 2024 to consider amending the Code of Ordinances as it pertains to a public hearing and consideration of an ordinance to amend City Code as it Pertains to Public Art and Murals. The proposed ordinance will delete the requirement for murals and banners to be approved by the Board of Mayor and Aldermen in the B-2 and B-2E zones, while restricting mural allowances to commercial zones only. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

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

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9485 or by emailing [ADAContact@KingsportTN.gov](mailto:ADAContact@KingsportTN.gov) at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 7/15/2024



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

AN ORDINANCE AMENDING SECTION 2-413 AND VARIOUS SECTIONS WITHIN CHAPTER 114 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, RELATIVE TO PUBLIC ART AND MURALS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 2-413 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 2-413 Public Art Policy

(a) Public Art shall be defined as art commissioned by the public art committee utilizing public funds that are intended to be permanent or semi-permanent in nature.

(b) The public art committee shall develop public art policies and guidelines for consideration by the board of mayor and aldermen. It shall also establish a plan and a priority for public art projects within the city limits. The committee shall establish selection committees for each individual public art project and oversee the request for proposal process. All matters concerning public art shall first be referred to the public art committee for consideration, coordination and recommendation to the board of mayor and aldermen. The public art committee shall serve in an advisory capacity to the board of mayor and aldermen for all matters involving public art.

SECTION II. That Section 114-1 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to strike "*Sign, mural*" from the defined terms and provide for the definition of *Mural* to read as follows:

*Mural*, means a work of art painted or otherwise directly applied on a building, structure, fence, or other object within public view. The work does not contain text, graphics, or symbols which specifically advertise or promote a business, product, or service pertaining to the use conducted on the premises.

SECTION III. That Section 114-194 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to strike subsection (g)(3) pertaining to murals so as to cause subsection (g) to read as follows:

(g) Signs.

(1) Freestanding Signs. Freestanding signs are permitted only for existing buildings with a setback from the front property line of ten feet or greater. Freestanding signs must be monument signs, not to exceed eight feet in height, including the sign base. Maximum sign square footage shall not exceed 50 square feet, with no more than 25 square feet per side. Sign bases should be constructed of brick, stone, or other durable materials.

(2) Wall Signs. Single-tenant businesses and multitenant centers are permitted wall signs equivalent to one percent of the business's building ground coverage

area up to 100 square feet total signage. Businesses having less than 5,000 square feet area may utilize up to 50 square feet of signage.

(3) Electronic message boards are prohibited in the B-2 district.

(4) Blade Signs. Blade signs are encouraged and a blade sign not exceed six (6) square feet can be provided in addition to wall signage on any façade that has a sidewalk or entrance. One blade sign per exterior wall is permitted. A blade sign is an ornamental rod extending perpendicular from the building no more than six (6) linear feet with a hanging sign suspended from it at a 90 degree angle from building face and street right-of-way. Blade signs shall be placed a minimum of nine (9) feet above sidewalk level to the bottom of the blade sign. Text and graphics on either or both ends of an awning that are oriented perpendicular to the building face for pedestrian view and are no more than six (6) square feet may be provided in lieu of a blade sign.

SECTION IV. That Section 114-203 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to strike subsection (g)(3) pertaining to murals so as to cause subsection (g) to read as follows:

(g) Signs.

(1) Freestanding Signs. Freestanding signs are permitted only for existing buildings or new construction with a setback from the front property line of ten feet or greater. Freestanding signs must be monument signs, not to exceed eight feet in height, including the sign base. Maximum sign square footage shall not exceed 50 square feet, with no more than 25 square feet per side. Sign bases should be constructed of brick, stone, or other durable materials.

(2) Wall Signs. Single-tenant businesses and multitenant centers are permitted wall signs equivalent to one percent of the business's building ground coverage area up to 150 square feet total signage. Businesses having less than 5,000 square feet area may utilize up to 50 square feet of signage.

(3) Electronic message boards are prohibited in the B-2E district.

(4) Blade Signs. Blade signs are encouraged and a blade sign not exceed six square feet can be provided in addition to wall signage on any façade that has a sidewalk or entrance. One blade sign per exterior wall is permitted. A blade sign is an ornamental rod extending perpendicular from the building no more than six linear feet with a hanging sign suspended from it at a 90 degree angle from building face and street right-of-way. Blade signs shall be placed a minimum of nine feet above sidewalk level to the bottom of the blade sign. Text and graphics on either or both ends of an awning that are oriented perpendicular to the building face for pedestrian view and are no more than six square feet may be provided in lieu of a blade sign.

SECTION V. That Section 114-530 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to add a new section (Section 114-538).

Section 114-538

Mural proposals require a sign permit and are only allowed in the following zoning districts: P-1, Professional Offices District; TA/C, Tourist Accommodation/Commerce District; B-1, Neighborhood Business District; B-2, Central Business District; B-2E, Central Business Edge District; B-3, Highway

Oriented Business District; B-4P, Planned Business District; and BC, Business Conference District.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

PASSED ON 1st READING: \_\_\_\_\_

PASSED ON 2nd READING: \_\_\_\_\_



Introduction:

City staff is proposing several zoning text changes in an effort to hasten the approval process for murals proposed inside City limits.

Presentation:

Currently, only murals proposed in the B-2 and B-2E (downtown) zones are required to have approval granted by the Board of Mayor and Aldermen (BMA). Murals outside the downtown zones of B-2 and B-2E do not require BMA approval. Staff is proposing the deletion of the BMA approval aspect for downtown murals in favor of a staff-level approval. The rationale for this change is that BMA approval is unnecessary if the guidelines are met with a mural proposal.

Additionally, staff is proposing a change in the definition of a mural in the zoning text, to help staff make more defensible decisions for future mural proposals. The definition change will allow letters and words that do not reference a business as part of a mural. With the current mural definition, letters cannot be permitted as part of a mural.

Staff is proposing basic permitting criteria. The criteria only requires the address of the site, confirmation of property owner consent for the mural, contact information for the artist, and a scale drawing or color photo of the proposal with dimensions. A \$50 application fee is required

The Planning Commission originally reviewed and approved this text amendment in May of 2024. Since the May meeting, concern was expressed about permitting murals in residential zones. This July proposal restricts murals to business areas, more specifically the P-1, TA/C, B-1, B-2, B-2E, B-3, B-4P, and BC zones. The restriction to business areas as opposed to having the mural allowance apply to all zoning districts, is the sole change for this item from when the Commission reviewed the matter in May 2024.

The specific mechanics of the changes are presented in the following pages along with the accompanying four sections to be amended.

Four proposed changes to the zoning code as it pertains to murals:

## Change 1

Sec. 114-1. – Definitions.

~~Sign, mural, means any mosaic, painting, photograph, graphic art technique, or combination thereof placed on the wall and containing no copy, advertising symbols, lettering, trademarks or other references to the premises or to the products and/or service offered for sale on the premises.~~

**Replace with:**

*Mural* means a work of art painted or otherwise directly applied on a building, structure, fence, or other object within public view. The work does not contain text, graphics, or symbols which specifically advertise or promote a business, product, or service pertaining to the use conducted on the premises

## Change 2

Sec 114-194. – B-2, Central Business District

(g)Signs.(1) Freestanding Signs. Freestanding signs are permitted only for existing buildings with a setback from the front property line of ten feet or greater. Freestanding signs must be monument signs, not to exceed eight feet in height, including the sign base. Maximum sign square footage shall not exceed 50 square feet, with no more than 25 square feet per side. Sign bases should be constructed of brick, stone, or other durable materials.

(2)Wall Signs. Single-tenant businesses and multitenant centers are permitted wall signs equivalent to one percent of the business's building ground coverage area up to 100 square feet total signage. Businesses having less than 5,000 square feet area may utilize up to 50 square feet of signage.

~~(3)Murals and banners shall not be permitted in the B-2 district, except as approved by the board of mayor and aldermen.~~

(4)Electronic message boards are prohibited in the B-2 district.

(5)Blade Signs. Blade signs are encouraged and a blade sign not exceed six (6) square feet can be provided in addition to wall signage on any façade that has a sidewalk or entrance. One blade sign per exterior wall is permitted. A blade sign is an ornamental rod extending perpendicular from the building no more than six (6) linear feet with a hanging sign suspended from it at a 90 degree angle from building face and street right-of-way. Blade signs shall be placed a minimum of nine (9) feet above sidewalk level to the bottom of the blade sign. Text and

graphics on either or both ends of an awning that are oriented perpendicular to the building face for pedestrian view and are no more than six (6) square feet may be provided in lieu of a blade sign.

## Change 3

Sec 114-203. – B-2, Central Business District

(g)Signs.(1)Freestanding Signs. Freestanding signs are permitted only for existing buildings or new construction with a setback from the front property line of ten feet or greater. Freestanding signs must be monument signs, not to exceed eight feet in height, including the sign base. Maximum sign square footage shall not exceed 50 square feet, with no more than 25 square feet per side. Sign bases should be constructed of brick, stone, or other durable materials.

(2)Wall Signs. Single-tenant businesses and multitenant centers are permitted wall signs equivalent to one percent of the business's building ground coverage area up to 150 square feet total signage. Businesses having less than 5,000 square feet area may utilize up to 50 square feet of signage.

~~(3)Murals and banners shall not be permitted in the B-2E district, except as approved by the board of mayor and aldermen.~~

(4)Electronic message boards are prohibited in the B-2E district.

(5)Blade Signs. Blade signs are encouraged and a blade sign not exceed six square feet can be provided in addition to wall signage on any façade that has a sidewalk or entrance. One blade sign per exterior wall is permitted. A blade sign is an ornamental rod extending perpendicular from the building no more than six linear feet with a hanging sign suspended from it at a 90 degree angle from building face and street right-of-way. Blade signs shall be placed a minimum of nine feet above sidewalk level to the bottom of the blade sign. Text and graphics on either or both ends of an awning that are oriented perpendicular to the building face for pedestrian view and are no more than six square feet may be provided in lieu of a blade sign.

## Change 4

### New Section 114-538

Murals proposals require a sign permit and are only allowed in the following zoning districts: P-1, Professional Offices District; TA/C, Tourist Accommodation/Commerce District; B-1, Neighborhood Business District; B-2, Central Business District; B-2E, Central Business Edge District; B-3, Highway Oriented Business District; B-4P, Planned Business District; and BC, Business Conference District.

Permit criteria for the mural permit will consist of the following:

- A. Address of the property of proposed mural;
- B. Written consent from the property owner giving permission to place the mural on the building;
- C. Contact information of artist/team leader;
- D. Scale drawing and color photo of the building showing proposed size and location of the mural. Drawings shall include the dimensions, construction supports, sizes, foundation, electrical wiring and components, materials of the mural and method of attachment and character of structure members to which attachment is to be made. The design, quality, materials and loading shall conform to the requirements of the adopted Building Code.

Staff recommends sending a positive recommendation to the Board of Mayor and Aldermen in support of the proposed zoning text changes.





**AGENDA ACTION FORM**

**Consideration of an Update to the Stormwater Management Ordinance to Meet the 2024 Small Municipal Separate Storm Sewer System (MS4) Permit Issued by the Tennessee Department of Environment and Conservation (TDEC)**

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

Action Form No.: AF-190-2024  
Work Session: August 5, 2024  
First Reading: August 6, 2024  
Final Adoption: August 20, 2024  
Staff Work By: Will Stallard  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the Ordinance

**Executive Summary:**  
TDEC issued a new statewide Small MS4 permit in 2022 with direction to existing MS4 permittees to have full legal implementation of the changes it encompassed by September 1, 2024. The Utility Department worked with WSP Consulting Engineers and the cities of Johnson City, Bristol and Elizabethton to update the existing Stormwater Ordinance to the new requirements of the Small MS4 permit and to “regionalize” its content. This proposed Ordinance is the result of that effort.

City staff recommends adopting this updated Ordinance which meets TDEC’s Small MS4 permit requirements and regionalizes Stormwater Ordinances between the Tri-City MS4’s.

**Attachments:**  
1. Stormwater Management Ordinance

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

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

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 38, ARTICLE III STORMWATER MANAGEMENT; TO PROVIDE A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, in order to regulate stormwater drainage and treatment facilities, erosion prevention and sediment control, illicit discharge, grading, excavation, clearance, and other alteration of land in order to limit the dangers of personal injury, property or environmental damage that may be caused by stormwater runoff a stormwater management ordinance was adopted and codified within Chapter 38, Article III of the Code of Ordinances; and

WHEREAS, the Tennessee Department of Environment and Conservation issued a new state wide Small Municipal Separate Storm Sewer System (MS4) permit; and

WHEREAS, existing MS4 permittees must implement changes to conform with the new state wide MS4 permit.

Now therefore,

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

SECTION I. That Chapter 38, Article III is amended by deleting Article III in its entirety and substituting in its place the following:

### ARTICLE III. STORMWATER MANAGEMENT

#### DIVISION 1. GENERALLY

##### **Sec. 38-85. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context indicates a different meaning:

*Active channel* means the area of the stream that is most subject to water flow and that includes the portion of the channel below the top of bank.

*Aquatic resource alteration permit (ARAP)* means a permit issued by the Tennessee Department of Environment and Conservation (TDEC) for physically altering waters (streams and wetlands) of the state.

*As-built certification* means field-verified plans signed and sealed by a registered professional engineer and/or a registered land surveyor, both licensed to practice in the state, showing contours, elevations, grades, locations, sizes, and other features to fully describe the as-constructed condition of stormwater management facilities.

*Best management practices (BMPs)* means schedules of activities, prohibitions of practices, maintenance procedures, structural controls and other management practices designed to prevent or reduce the discharge of pollutants to waters of the state. BMPs may include structural and nonstructural stormwater control measures as described by the stormwater management manual, other treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

*Borrow Pit* means an excavation from which erodible material (typically soil) is removed to be used as fill for another site, and there is no processing or separation of erodible material conducted at the site, and is considered a construction activity for the purposes of this article.

*Buffer Zone or "Water Quality Riparian Buffer"* is a strip of dense vegetation, either original or re-

established, that borders streams and rivers, ponds, lakes, and wetlands. The placement of impervious surfaces such as rooftop and pavement is highly limited in buffer zones. Buffer zones are established for the purposes of slowing water runoff, enhancing water infiltration, and minimizing the risk of any potential sediments, nutrients, or other pollutants from leaving the upland area and reaching surface waters.

*Building official* means the city's representative charged with issuing land disturbing permits.

*CFR* means the Code of Federal Regulations.

*Channel* means a natural or manmade watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water.

*Clearing.*

(1) The term "clearing" means, in the definition of discharges associated with construction activity, the removal of vegetation and/or disturbance of soil prior to grading or excavation in anticipation of construction activities. Clearing may also refer to wide area land disturbance in anticipation of non-construction activities; for instance, cleared forested land in order to convert forest land to pasture for wildlife management purposes.

(2) The term "clearing" does not refer to clearing of vegetation along roadways, highways or powerlines for sight distance or other maintenance and/or safety concerns, or cold planing, milling, and/or removal of concrete and/or bituminous asphalt roadway pavement surfaces, or removal of vegetation for agricultural purposes in keeping with the Tennessee Water Quality Control Act.

*Common plan of development or sale* is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.

*Construction* means any placement, assembly or installation of facilities or equipment (including contractual obligations to purchase such facilities or equipment) at the premises where such equipment will be used, including preparation work at such premises.

*Construction General Permit (or CGP)* is the current approved State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities.

*Construction-related wastes* means refuse or unused materials that result from construction activities. The term "construction-related wastes" can include, but is not limited to, unused building and landscaping materials, chemicals, litter, sanitary waste and concrete truck washout.

*Contaminant* means any physical, chemical, biological or radiological substance or matter in water.

*Conveyance* means the capacity of a channel or a pipe to carry stormwater.

*Covenants for permanent maintenance of stormwater facilities and best management practices* means a legal document executed by the property owner, a homeowners' association or person as owner of record, and recorded with the county (Sullivan or Hawkins) register of deeds which guarantees perpetual and proper maintenance of stormwater management facilities and best management practices.

*Cross drain* means a pipe used to convey stormwater from one side of a roadway to another. A cross drain can also be called a "culvert."

*Design professional* means an engineer, landscape architect, or architect competent in civil and site design and licensed to practice in the state.

*Development* means new and redevelopment projects that disturb equal to or greater than one acre, or less than one acre if part of a larger common plan of development or sale. and includes, but is not limited to, providing access to a site, clearing of vegetation, grading, earth moving, providing utilities, roads and other services such as parking facilities, stormwater management and erosion control systems, potable water and wastewater systems, altering land forms, or construction or demolition of a structure on the land.

*Director* means the Utilities Director or their designee responsible for approval of development and redevelopment plans, and implementation of the provisions of this article.

*Discharge* means to dispose, deposit, spill, pour, inject, seep, dump, leak, or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked or placed by any means including any direct or indirect entry of any solid or liquid matter into the stormwater system by any means intentional or otherwise.

*Disturbed area* means the portion of any site that has been altered from existing conditions, including but not limited to the following: providing access to a site, clearing of vegetation, grading, earth moving, providing utilities and other services such as parking facilities, stormwater management and erosion control systems, potable water and wastewater systems, altering land forms, or construction or demolition of a structure on the land.

*Drainage basin* means the area contributing stormwater runoff to a single point.

*Drainage system* means the system of pipes, channels, culverts, and ditches that convey stormwater from and through public and private land in the city.

*Erosion* means the removal of soil particles by the action of water, air, ice, gravity, or other geological agents, whether naturally occurring or acting in conjunction with or promoted by manmade activities or effects.

*Excavation* means a cavity or hole in the land surface that is caused by the cutting, digging, or scooping and removal of soil, rock or other materials.

*Exceptional Tennessee Waters* are surface waters of the State of Tennessee that satisfy the characteristics as listed in Rule 0400-40-03-.06 of the official compilation rules and regulations of the State of Tennessee.

*Filling* means any deposit or stockpiling of dirt, rocks, stumps or other natural or manmade solid waste material.

*Grading* means any clearing, excavating, filling or other disturbance of terrain.

*Hazardous substance* means any substance designated under 40 CFR 116, as amended, pursuant to section 116 of the Federal Clean Water Act.

*Hotspot* means an area identified by the director where the land use or activities have the potential to generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

*Illicit connections* means illegal and/or unauthorized connections to the municipal separate storm sewer system whether or not such connections result in discharges into that system.

*Illicit discharge* means an intentional or unintentional discharge of water into the municipal separate storm sewer system that is not composed entirely of stormwater, except as otherwise set out in section 38-314(b).

*Impervious area* means impermeable surfaces which prevent the percolation of water into the soil including, but not limited to, pavement, parking areas and driveways, packed gravel or soil, or rooftops.

*Inspector* means a person that has successfully completed and has a valid certification from the "Fundamentals of Erosion Prevention and Sediment Control Level I" course or equivalent course.

*Land disturbing activity* means any activity on a property that results in a change in the existing soil (both vegetative and nonvegetative) and/or the existing soil topography. The term "land disturbing activities" includes, but is not limited to, development, redevelopment, demolition, construction, reconstruction, clearing, grading, filling, logging and/or tree chipping operations (excluding silviculture operations), haul roads associated with the development and excavation.

*Land disturbing permits* means a building, demolition or grading permit approved by the director and issued by the building official, authorizing commencement of land disturbing activities.

*Municipal separate storm sewer system. (MS4)* means a conveyance or system of conveyances (including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels, and storm drains) designed or used for collecting or conveying stormwater.

*National Pollutant Discharge Elimination System. (NPDES)* means the program administered by the United States Environmental Protection Agency to eliminate or reduce pollutant discharges to the waters of the United States.

*NOI* means notice of intent as identified in the CGP and administered by the City of Kingsport QLP.

*NOC* means notice of coverage as identified in the CGP and administered by the City of Kingsport QLP.

*NOT* means notice of termination as identified in the CGP and administered by the City of Kingsport QLP.

*Obstruction* means the accumulation of debris, whether intentional or otherwise, resulting in the interference of flow through a watercourse.

*Outfall* means the terminus of a stormwater system where the contents are released into a larger public or private stormwater management system, or into a stream.

*Owner / operator / person (owner)* means any party associated with a construction project that meets any of the following two criteria:

- (1) The party has design control over construction plans and specifications, including the ability to authorize modifications to those plans and specifications (this will typically be the owner or developer);
- (2) The party has day-to-day operational control of those activities at a project which are necessary to ensure compliance with a stormwater pollution prevention plan (SWPPP) for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions). (This will typically include the general contractor and would also include erosion prevention and sediment control contractors); or
- (3) Any individual, firm, corporation, partnership, association, organization, or entity, including

governmental entities or any combination thereof.

*Peak discharge* means the maximum, instantaneous rate of flow of water at a particular point resulting from a storm event. The term "peak discharge" also means the maximum discharge computed for a given design flood event.

*Plan* means the stormwater management plan.

*Pollutant* means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste or any other substance that is detrimental to the quality of the waters of the state.

*Priority construction activity* means land disturbing activities located in a watershed that discharges directly into waters recognized by the state with unavailable parameters for siltation, or exceptional Tennessee waters and, thus, warrant more frequent inspection. A property is considered to have a direct discharge, if stormwater runoff from the property does not cross any other property before entering the waters of the state

*Public water* means stormwater runoff that originates in whole or in part from or is conveyed by publicly owned facilities such as roads.

*Qualifying Local Program (QLP)* is an MS4 Stormwater Management Program for discharges associated with construction activity that has been formally approved by TDEC as having met specific minimum program requirements, including those identified in 40 CFR § 122.44(s).

*Runoff* means the water resulting from precipitation that is not absorbed by the soil.

*Sanitary sewer* means a system of underground conduits that collects and delivers wastewater from toilets, sinks and other plumbing fixtures to a wastewater treatment plant.

*Sediment* means solid material, either mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by erosion.

*Sewage* means human wastes carried by water from residences, buildings, industrial establishments or other places, together with such industrial wastes, stormwater or other water as may be present; or any substance discharged from a sanitary sewer collection system.

*Sinkhole* means a depression characterized by closed contours on a topographic map. A sinkhole throat, or opening to the subsurface, may or may not be visible. Field verification may be required in areas where the depth of the depression is below the tolerance of currently available topographic mapping. The extent of the area considered to be a sinkhole is, at a minimum, the limits determined by the 100 year water surface elevation, assuming plugged conditions (zero cubic feet per second (cfs) outflow).

*Special flood hazard area* means the land in the floodway and/or floodplain that is subject to flooding during the 100 year frequency storm. The areas of special flood hazard identified by FEMA in its flood hazard boundary map dated April 2, 1981, and any revisions thereto, are adopted by reference and declared to be a part of this article.

*Stormwater* means runoff from rain, snow or other forms of precipitation, which results in surface runoff and drainage.

*Stormwater control measures (SCMs)* are permanent practices and measures designed to reduce the discharge of pollutants from development.

*Stormwater management facilities* means structures and constructed features designed for the collection, conveyance, storage, treatment, and disposal of stormwater runoff into and through the stormwater system. The term "stormwater management facilities" or "stormwater facilities" includes structural and nonstructural stormwater control measures (SCMs) which control the increased volume, rate and/or quality of stormwater runoff caused by manmade changes to the land.

*Stormwater maintenance manual (maintenance manual)* means the document, as amended from time to time, adopted by the city to provide guidance in understanding and implementing the inspection and maintenance requirements for stormwater management facilities and BMPs.

*Stormwater management manual (manual)* means the document, as amended from time to time, adopted by the city to provide guidance in understanding and implementing the requirements for stormwater management.

*Stormwater management plan (plan)* means an engineering plan for the design of stormwater management facilities and best management practices for a proposed development or redevelopment.

*Stormwater master plan* means an engineering and planning study for the drainage system of a watershed that consists of a plan for stormwater management in the watershed. The stormwater master plans can address flooding problems, water quality problems, potential stormwater capital improvements, land use patterns and regulatory issues for existing and future conditions.

*Stormwater pollution prevention plan (SWPPP)* means a written plan (including site maps, plats, drawings or other graphic representations) that identifies construction/contractor activities that could cause pollutants in the stormwater, and a description of best management practices to control these

pollutants and keep sediments on site. The CGP is the governing document for specific SWPPP requirements.

*Storm water system* means the system of roadside drainage, roadside curbs and gutters, curb inlets, swales, catch basins, culverts, cross drains, headwalls, junction boxes, outlets, manholes, gutters, ditches, pipes, lakes, ponds, sinkholes, channels, creeks, streams, storm drains, water quality best management practices and similar conveyances and facilities, both natural and manmade, located within the city which are designated or used for collecting, storing, or conveying stormwater, or through which stormwater is collected, treated, stored or conveyed, whether owned or operated by the city or other owner/operator/ person.

*Stream* means a surface water that is not a wet weather conveyance (*TCA 69-3-10.(40)*). Streams include linear watercourses, lakes, ponds, and wetlands.

*Structure* means anything constructed or erected such that the use of it requires a more or less permanent location on or in the ground.

*Subdivision* means the division, subdivision or resubdivision of any lot or parcel of land as defined in the "Subdivision Regulations of the City of Kingsport and its Planning Region," on file in the city clerk's office.

*Surface water* means waters upon the surface of the earth in bounds created naturally or artificially.

*TDEC* means the Tennessee Department of Environment and Conservation.

*Top of bank* means the uppermost limit of the active channel of a stream containing normal flows, usually marked by a break in slope.

*Total maximum daily load (TMDL)* means a calculation of the maximum amount of a pollutant that a body of water can receive and still meet water quality standards, and an allocation of that amount to the source of the pollutant.

*Transporting* means any moving of earth materials from one place to another, other than such movement incidental to grading, as authorized on an approved plan.

*USACE* means the United States Army Corps of Engineers.

*Unavailable Parameters Waters* means any stream segment that has been identified by TDEC as failing to support classified uses.

*Utility, public or private*, means any agency which under public franchise or ownership, or under certification of convenience and necessity provides the public with electricity, natural gas, steam, communication, rail transportation, water, sewage collection or other similar service.

*Vegetation* means an intentionally cultivated collection of plant life, including trees, shrubs, bushes, and grass, but does not include plant life that was not intentionally planted.

*Waste Site* means an area where waste material from a construction site is stored or deposited of, and when the material is erodible, such as soil, the site must be treated as a construction site.

*Water quality volume* means the volume of stormwater runoff from a proposed development or redevelopment that must be controlled for water quality treatment.

*Water quality volume credit area* means an area within the proposed development or redevelopment for which a reduction of the water quality volume can be obtained.

*Watercourse* means a channel, natural depression, gully, stream, creek, pond, reservoir or lake in which stormwater runoff and floodwater flows either regularly or infrequently. The term "watercourse" includes major drainageways for carrying urban stormwater runoff.

*Waters* or *waters of the state* means any and all waters, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon the state or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.

*Watershed* means a region or area bounded peripherally by a divide and draining ultimately to a particular watercourse or body of water.

*Wet weather conveyance* means, notwithstanding any other law or rule to the contrary, man-made or natural watercourses, including natural watercourses that have been modified by channelization:

(A) That flow only in direct response to precipitation runoff in their immediate locality;

(B) Whose channels are at all times above the groundwater table;

(C) That are not suitable for drinking water supplies; and

(D) In which hydrological and biological analyses indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two (2) months.

*Wetland* means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetland determination shall be made by the United States Army Corps of Engineers, and/or TDEC.

**Sec. 38-86. Purpose.**

It is the purpose of this article to:

- (1) Apply to all areas located within the jurisdiction of the city.
- (2) Apply to all development unless exempted pursuant to sections 38-143 and 38-170.
- (3) Protect, maintain, and enhance the environment of the city and the public health, safety and the general welfare of the citizens of the city, by controlling discharges of pollutants to the public stormwater system, while maintaining and improving the quality of the receiving waters of the state.
- (4) Enable the city to comply with the National Pollution Discharge Elimination System (NPDES) permit and applicable regulations, 40 CFR 122.26 for stormwater discharges.
- (5) Allow the city to exercise the powers granted in T.C.A. § 68-221-1105, which provides that, among other powers municipalities have with respect to stormwater management facilities, is the power by ordinance or resolution to:
  - a. Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater management facilities in the municipality, whether or not owned and operated by the municipality;
  - b. Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, which may include the adoption of a system of fees for services and permits;
  - c. Establish standards to regulate the quantity and contaminants of stormwater as may be necessary to protect water quality;
  - d. Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;
  - e. Issue permits for stormwater discharges or for the construction, alteration, extension, or repair of stormwater management facilities;
  - f. Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution or condition of the permit; and
  - g. Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.

**Sec. 38-87. Responsibility.**

Nothing in this article shall be construed to imply a warranty or the assumption of responsibility on the part of the city for the suitability, fitness or safety of any structure with respect to flooding, water quality, or structural integrity. This article is a regulatory instrument only, and is not to be interpreted as an undertaking by the city to design any structure or facility.

**Secs. 38-88 - 38-117. Reserved.**

DIVISION 2. ADMINISTRATION

**Sec. 38-118. Duties and authority of director.**

- (a) The director has the authority to adopt additional policies, criteria, specifications, standards, rules, regulations, and guidance for the proper implementation of the requirements of this article, the stormwater management manual, and stormwater maintenance manual. The manuals shall be enforceable, consistent with other provisions of this article, as if it were a part of this article.
- (b) The director shall have the authority to prepare, or have prepared, master plans for drainage basins and to establish regulations or direct capital improvements to carry out said master plans.
- (c) In the event that the director determines that a violation of any provision of this article has occurred, or that work does not have a required plan or permit, or that work does not comply with an approved plan or permit, the director may issue enforcement responses as defined in division 10 of this article, pertaining to enforcement, to the owner subject to the right of appeal set out in section 38-334.
- (d) The director and the staff under the director's supervision shall administer the provisions of this article.

**Sec. 38-119. Stormwater appeals board--Established; composition.**

- (a) There is created and established, pursuant to T.C.A. § 68-221-1106 et seq., the stormwater appeals board, referred to in this article as "appeals board," which shall be composed of four members as follows:
  - (1) A member of the board of mayor and alderman, who shall serve as chair, but shall have no vote unless there is a tie among voting members;
  - (2) A member of the planning commission;
  - (3) The head of the planning department or designee; and
  - (4) The building official.

- (b) All appeals board members shall serve without pay or other compensation.
- (c) The appeals board shall promulgate such procedural rules as may be deemed necessary in the interest of justice, fairness and impartiality.
- (d) All members of the appeals board, except the planning director and building official shall be appointed by the mayor, subject to confirmation by the board of mayor and aldermen.

**Sec. 38-120. Same--Duties and authority.**

The appeals board shall have the power, duty and responsibility to:

- (1) Hear appeals from orders issued by the director assessing penalties, damages or revoking or modifying permits;
- (2) Affirm, modify or revoke such actions or orders of the director;
- (3) Issue notices of appeals and subpoenas requiring attendance of witnesses and the production of evidence;
- (4) Administer oaths and examine witnesses;
- (5) Take such testimony as the appeals board deems necessary; and
- (6) Hear appeals of owners for the purpose of reviewing the denial of a permit or imposition of terms or conditions in permits or any exceptions granted by the director.

**Secs. 38-121 - 38-138. Reserved.**

**DIVISION 3. EROSION PREVENTION AND SEDIMENT CONTROL**

**Sec. 38-139. General requirements.**

- (a) Land disturbing activity or construction that in any way causes off-site sedimentation or sediment discharges to waters of the state or that causes the city to be in violation of its NPDES general permit for discharges from small municipal separate storm sewer systems, or its replacement, shall be a violation of this article.
- (b) Unless exempted by Section 38-170 no owner of any property within the city shall commence a land disturbing activity greater than or equal to one acre unless a land disturbing permit is issued by the building official; provided this subsection (b) shall also apply if the land disturbance is less than one acre but part of a larger common plan of development or sale that would disturb one acre or more. The issuance of a land disturbing permit shall be conditioned upon the receipt and approval by the director of a stormwater pollution prevention plan (SWPPP) and a NOC provided by the city.
- (c) The city shall serve as the plan approval agency only, and in no instance are its regulations to be construed as designing erosion prevention and sediment control measures or other stormwater management facilities.
- (d) No building permit, where applicable, shall be issued until the owner has obtained and is in compliance with the land disturbing permit.
- (e) All land disturbing activities shall employ adequate erosion prevention and sediment control BMPs.
- (f) No land disturbing activities shall commence until a certified erosion prevention and sediment control inspector has been appointed by the owner and acknowledged by the director. Inspections must be performed as set forth in the CGP, as amended,.
- (g) Land disturbing activities that are also considered priority construction activities, as defined in this article or as deemed by the director, shall additionally comply with the requirements for discharges into waters with unavailable parameters or Exceptional Tennessee Waters, as established in the CGP. The director has the authority to deem any land disturbing activity a priority construction activity.
- (h) The owner must notify the director ten working days in advance of the commencement of construction.
- (i) A pre-construction meeting with construction site operators shall be held prior to commencement of land disturbing activity.
- (j) At completion of land disturbing activities and approval of stormwater management facilities by the director, a copy of the signed notice of termination (NOT) shall be provided to the city.

**Sec. 38-140. Design criteria.**

The city adopts as its erosion and sediment control design standards and best management practices manual the TDEC Erosion Prevention and Sediment Control Handbook, as amended.

**Sec. 38-141. Stormwater pollution prevention plan (SWPPP).**

- (a) The requirements of the plan are as follows:
  - (1) The SWPPP shall be sealed by a qualified design professional licensed in the state provided the



narrative portion of the SWPPP may be prepared by an individual that has a working knowledge of erosion prevention and sediment controls, such as a Certified Professional or a person that has successfully completed the Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites course;

(2) BMPs shall meet or exceed the requirements of the TDEC Erosion Prevention and Sediment Control Handbook;

(3) The SWPPP shall be subject to any additional requirements set forth in the city's subdivision regulations, chapter 114, zoning, or other city ordinances or regulations; and

(4) Construction at the site in accordance with the approved plan must commence within one year from the issue date of the grading permit, or the grading permit will become null and void and the plan must be resubmitted for approval.

(b) Stormwater pollution prevention plans shall be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook and the CGP, as amended, or any other information deemed necessary and appropriate by the owner or requested by the director.

**Sec. 38-142. Small lot erosion prevention and sediment control plan.**

(a) All land disturbing activities that affect less than one acre and are not part of a larger common plan of development shall adhere to the requirements of this subsection.

(b) Submittal of a small lot erosion prevention and sediment control plan is required and must be reviewed and approved by the director prior to issuance of a land disturbing permit.

(c) Small lot erosion prevention and sediment control plans shall include the following:

(1) Address/location of land disturbing activity.

(2) Owner's name and contact information;

(3) Building, grading or demolition permit number (if available);

(4) Location of streams, wetlands, ponds, sinkholes, easements, existing drainage structures with respect to the site;

(5) A description of erosion prevention and sediment control measures;

(6) Approximate disturbed area limits;

(7) Location of silt fences;

(8) Location of stabilized construction exits;

(9) Roof drainage accommodations; and

(10) Concrete truck and equipment washout location and design (if applicable).

(d) The director has the discretion to require a fully engineered erosion prevention and sediment control plan in lieu of a small lot plan.

**Sec. 38-143. Land disturbing requirements.**

(a) *Land disturbing activity subject to approval.* Except as otherwise provided in this section, an owner shall not initiate any land disturbing activity until the city has issued written approval by the director, the SWPPP is approved by the director and an NOC supplied (where applicable), the appropriate fees are paid and any required performance bond or financial assurance is provided, as may be required in section 38-338. Such permit shall expire two years from the date of issuance. Once a permit has expired, it is a violation to continue work on the property for which the permit has been granted without obtaining a renewal of such permit, which shall include the submission and approval of a plan as set out in this article and other requirements to obtain a permit as set out in or authorized by this article.

(b) *Certain activities excepted.* No approval shall be required for the following:

(1) *Building grading and excavation.* Finished grading and excavation below the finished grade for basements and footings of a single-family or duplex residential structure, for retaining walls, swimming pools, cemeteries for human or animal burial or accessory structures related to single-family residences or duplex structures authorized by a valid building permit, provided the disturbed material or fill is handled in such a manner as to conform to any approved erosion prevention and sediment control plan for the area or, where no such plan is in effect, such work must be done in a manner which presents no significant erosion hazard.

(2) *General excavation.* An excavation or fill, provided it:

a. Is less than four feet in vertical depth at its deepest point, as measured from the original grade;

b. Does not result in a total quantity of more than 100 cubic yards of material being removed from, or deposited on or disturbed on any lot, parcel or subdivision thereof;

c. Does not constitute a potential erosion hazard or act as a source of sedimentation to any adjacent land or watercourse;

d. Has no final slopes greater than or equal to one foot vertical in two feet horizontal;

e. Has proper vegetative cover reestablished as soon as possible on all disturbed areas; and

f. Has no fill placed on a surface having a slope steeper than three feet horizontal to one foot vertical.

(3) *Agricultural*. Accepted agricultural land management practices such as plowing, cultivation; nursery operations such as the removal and transplanting of cultivated sod, shrubs and trees; tree cuttings at or above existing ground level; and logging operations leaving the stump, ground cover and root mat intact.

(4) *Landscaping*. Grading, as a maintenance measure, or for landscaping purposes on existing developed lots or parcels, provided the aggregate area affected or stripped at any one time does not exceed 10,000 square feet and is not within a designated floodplain; the grade change does not exceed 18 inches at any point and does not alter the drainage pattern; vegetative cover is reestablished as soon as possible on all disturbed areas, use of kudzu is prohibited; and the grading does not involve a quantity of material in excess of 100 cubic yards.

(5) *Utilities*. The installation of water and sewer lines, telephone lines, electricity lines, gas lines or other public service facilities.

**Sec. 38-144. Compliance.**

The owner is responsible for maintaining compliance with the approved SWPPP, and land disturbance permit. The approved SWPPP shall be followed during the entire duration of construction at the site. The director may require reports or records from the owner. No land disturbing activity shall be allowed to commence without prior SWPPP approval by the director.

**Sec. 38-145. Amendments to the approved SWPPP.**

(a) The owner must modify and update the SWPPP in accordance with the CGP, as amended.

(b) The amended SWPPP shall be submitted to the director for approval.

**Secs. 38-146 - 38-167. Reserved.**

DIVISION 4. PERMANENT STORMWATER MANAGEMENT

**Sec. 38-168. General requirements.**

(a) Owners of land development activities for which a land disturbing permit is required shall submit a stormwater management plan (plan) as a condition of the permit.

(b) The plan shall include the specific required elements that are listed and/or described in the stormwater management manual. The director may require submittal of additional information in the plan as necessary to allow an adequate review of the existing or proposed site conditions.

(c) The plan shall be subject to any additional requirements set forth in the minimum subdivision regulations, design standards, chapter 114, pertaining to zoning, or other city regulations.

(d) Plans shall be prepared and stamped by a design professional. Portions of the plan that require hydraulic or hydrologic calculations and design shall be prepared and stamped by a professional engineer competent in civil and site design and licensed to practice in Tennessee.

(e) The approved plan shall be adhered to during grading and construction activities. Under no circumstances is the owner or operator of land disturbing activities allowed to deviate from the approved plan without prior approval of a plan amendment by the director.

(f) The approved plan shall be amended if the proposed site conditions change after plan approval is obtained, or if it is determined by the director during the course of grading or construction that the approved plan is inadequate.

(g) Requirements for the permanent operation and maintenance of stormwater management facilities, BMPs, buffer zones and water quality volume credit areas shall be submitted with the plan for approval by the director. These will be presented through the declaration of a protective covenant, for permanent maintenance of stormwater facilities and BMP's, which shall be enforceable by the city. The covenant shall be recorded with the deed and shall run with the land and continue in perpetuity.

(h) Stormwater management facilities, buffer zones, and water quality volume credit areas shall be placed into a permanent management stormwater easement of sufficient area that is recorded with the deed to the parcel and held by the city.

(j) A right-of-way or permanent easement as set forth in the stormwater management manual shall be provided for vehicular and equipment ingress and egress for access to all stormwater management facilities, BMPs and areas that receive water quality volume reductions from a driveway, public or private road.

(k) Owners of land development activities not exempted from submitting a stormwater management plan may be subject to additional watershed or site-specific requirements than those set forth in this article or the stormwater management manual to satisfy local or state NPDES, TMDL or other regulatory water quality requirements for developments or land uses that are considered pollutant hotspots, discharging to critical areas with sensitive resources, or in areas where the director has determined that additional restrictions are needed to limit adverse stormwater impacts from the proposed development.

(l) The director may waive or modify any of the requirements of this division if they determine adequate water quality treatment and/or channel protection is provided by a downstream or shared off-site stormwater facility, or if engineering studies determine that installing the required stormwater management facilities or BMPs would adversely impact water quality or increase channel erosion or downstream flooding.

(m) This article is not intended to repeal, abrogate, or impair any existing easements, covenants, deed restrictions or existing ordinances and regulations. However, where a provision of this article and other regulations conflict or overlap, the provision that is more restrictive or imposes higher standards or requirements on the owner shall control. The owner is required to notify the director of any such regulatory conflicts upon submittal of the plan.

**Sec. 38-169. Design criteria.**

(a) All developments that must submit a stormwater management plan shall provide water quality treatment in accordance with the following requirements:

(1) Stormwater runoff from the development site must be treated for water quality prior to discharge from the development site in accordance with the stormwater quality treatment standards and criteria provided in the stormwater management manual.

(2) Stormwater quality treatment shall be achieved through the use of one or more stormwater management facilities that are designed and constructed in accordance with the criteria, guidance, and specifications provided in the stormwater management manual.

(3) Stormwater quality control methods, designs or technologies not provided in the stormwater management manual may be submitted for approval if it is proven that such alternatives will meet or exceed the water quality control requirements set forth in the manual and this chapter. Certification of pollutant removal efficiency by an independent agency, as identified in the manual, may be required.

(4) Stormwater management facilities shall not be installed within public rights-of-way or on public property without prior approval of the director.

(b) All developments that must submit a plan may be required to additionally provide downstream channel protection using the design criteria and guidance provided in the manual.

(c) All developments that must submit a plan shall provide a downstream impact analysis addressing overbank flood control as set forth in the stormwater management manual.

(d) All developments that must submit a plan shall establish, protect, and maintain a buffer zone, as set forth in the stormwater management manual. Exemptions from this requirement are as follows:

(1) The perimeter of waterbodies that have no known connection to streams, other ponds, lakes or wetlands.

(2) Stormwater management facilities or BMPs that are designed, constructed and maintained for the purposes of stormwater quality and/or quantity control, unless a buffer is expressly required by the design standards and criteria for the facility are provided in the manual.

(e) Impervious surfaces in a buffer zone shall be limited to stream crossings, utility corridors, and trails or sidewalks, and shall be design as set forth in the stormwater management manual.

(f) The predominant vegetation in the minimum buffer width of a buffer zone, as described in the stormwater management manual, shall be trees. The predominant vegetation in the remaining buffer width shall be herbaceous plants. Areas of bare soil and erosion are prohibited in buffer zones. Additional requirements and guidance for buffer vegetation are set forth in the stormwater management manual. The director may require any owner of a buffer zone to remove and/or install vegetation if, at the time of property development or inspection after development is completed, the buffer zone does not conform, and is unlikely to conform in the future through the growth of existing vegetation, to the vegetation standards establish in this sub-section.

(g) Designs for buffer zones shall adhere to the buffer zone requirements established in section 38-255, with the exception of the introduction of impervious areas provided they are accommodated by buffer width averaging to be indicated in the stormwater management plan.

(h) In addition to the requirements set forth in subsections (a) through (g) of this section, all developments that must submit a stormwater management plan shall include the following:

(1) Account for both on-site and off-site stormwater;

(2) Maintain natural drainage divides and hydrologic characteristics;

(3) Provide soils information; and

(4) Control stormwater runoff and provide peak discharge/volume control in accordance with this article using:

a. Predeveloped conditions unless otherwise specified by the director;

b. NOAA Atlas 14 rainfall data, as amended or updated;

c. Post-development versus pre-development hydrologic/hydraulic modeling that shows attenuation of developed site runoff. Developed discharge from a site shall be less than or equal to pre-development discharge for the 2 year through 100 year design storms;

d. Roadway longitudinal and cross drains designed in accordance with the City of Kingsport Minimum Design Standards with regard to storm frequency and type of roadway (i.e. local vs collector);

e. Drainage easements delineating the 100 year frequency storm flood fringe to prevent flooding and future disturbance; and

f. Pipe materials approved by the director.

(i) Pursuant to the City of Kingsport Zoning Ordinance, a floodplain development permit is required for all development or redevelopment within federally designated floodplains as shown on the applicable FEMA Flood Insurance Rate Map(s) of latest issue.

(j) The rational method shall be used to determine peak flow rates only. National Resource Conservation Service (NRCS) methods and those methods specified in the manual for water quality and channel protection shall be used in determining storage volume requirements.

(k) All supporting hydrologic and hydraulic assumptions shall be submitted, as well as all maps and references used in calculations.

(l) The design must not adversely affect adjacent or neighboring properties.

(m) The city may allow stormwater management facilities to be implemented at another location within the same USGS 12-digit hydrologic unit code (HUC) watershed as the original project. Off-site mitigation must treat a minimum of 1.5 times the amount of water not treated on site. The off-site mitigation location must be approved by the city.

(n) If the project cannot meet pollutant removal standards, and cannot provide for off-site mitigation, the city may allow the owner to make payment in a public stormwater project fund at a level sufficient to design, install, and maintain the stormwater mitigation measures.

**Sec. 38-170. Exemptions.**

(a) Developments that conform to the criteria in subsection (c) of this section are exempt from the requirements of this chapter, unless the director has determined that stormwater quality management is needed to satisfy local or state NPDES, TMDL or other regulatory water quality requirements, or the proposed development will be a pollutant hotspot, or to limit adverse stormwater quality or channel protection impacts of the proposed development.

(b) The exemptions listed in subsection (c) of this section shall not be construed as exempting these developments from compliance with stormwater requirements stated in the minimum subdivision regulations, chapter 114, pertaining to zoning, or other city regulations.

(c) The following developments are exempt from the requirements for a stormwater management plan:

(1) Residential or nonresidential developments that disturb less than one acre of land and are not part of a larger common plan of development or sale that would disturb one acre or more;

(2) Minor land disturbing activities such as residential gardens and residential or nonresidential repairs, landscaping or maintenance work;

(3) Individual utility service connections, unless such activity is carried out in conjunction with the clearing, grading, excavating, transporting, or filling of a lot for which a plan would otherwise be required;

(4) Installation, maintenance or repair of individual septic tank lines or drainage fields, unless such activity is carried out in conjunction with the clearing, grading, excavating, transporting or filling of a lot for which a plan would otherwise be required;

(5) Installation of posts or poles;

(6) Farming activities, existing nursery and agricultural operations, but not including construction conducted as a permitted principal or accessory use by chapter 114, zoning;

(7) Emergency work to protect life, limb or property, and emergency repairs, provided that the land area disturbed shall be shaped and stabilized in accordance with city requirements as soon as practicable;

(8) Additions or modifications to existing, individual, single-family structures;

(9) Silvicultural activities; and

(10) State and federal projects subject to the submission requirements of TDEC.

#### **Sec. 38-171. Special pollution abatement requirements.**

(a) A special pollution abatement plan may be required for land uses/activities which have a high potential to be a pollutant hotspot or for land uses/activities that have become an actual hotspot. The following land uses/activities will be considered: vehicle, truck, or equipment maintenance, fueling, washing, or storage areas; automotive dealerships; automotive repair shops; carwash facilities; recycling and/or salvage yards; restaurants, grocery stores, and other food service facilities; commercial facilities with outside animal housing areas, including but not limited to animal shelters, fish hatcheries, kennels, livestock stables, veterinary clinics, or zoos; and other producers of pollutants identified by the director as a pollutant hotspot using information provided to or collected by the director, or reasonably deduced or estimated by the director from an engineering or scientific study.

(b) A special pollution abatement plan may be required for other land uses or activities identified by the director to have the potential to generate highly contaminated runoff with concentrations of pollutants in excess of those typically found in stormwater.

(c) If a special pollution abatement plan is required, it shall be submitted to the director for approval and any BMPs submitted with the plan shall be subject to all other provisions of this article. Technical requirements for the plan shall be based on the provisions and guidelines set forth in the stormwater management manual.

(d) BMPs specified in the special pollution abatement plan must be appropriate for the pollutants targeted at the site and must be approved with the plan.

(e) A special pollution abatement plan will be valid as long as the permitted land use/activity persists at the site. The plan shall be reviewed annually by the site operator to verify that the pollutant management methods contained in the plan are still effective. Any deficiencies noted in the plan must be corrected within 90 days.

#### **Sec. 38-172. Sinkhole requirements.**

The following sinkhole and drainage well plan information or approval from the appropriate regulating agency must be provided prior to the alteration of the natural drainage for watershed discharging to such features as sinkholes and drainage wells:

(1) Proposed on-site and offsite drainage channels that are tributary to a sinkhole throat or drainage well inlet shall be delineated, along with appropriate hydraulic calculations to define the existing and altered (if appropriate) 100 year floodplain and to confirm that off-site flooding will not be increased;

- (2) Detailed contours are to be shown for all sinkholes that are to receive stormwater runoff from the site. These contours are to have a maximum interval of two feet and are to be verified by field surveys;
- (3) A geologic investigation of all sinkholes receiving stormwater runoff from the site shall be performed. The report from this investigation shall be signed and sealed by a registered professional experienced in geology and groundwater hydrology and shall contain the following:
- a. Location and nature of aquifers;
  - b. Potential for siltation problems;
  - c. Foundation problems that may be expected around sinkholes;
  - d. Details of drainage structures to be built in sinkholes;
  - e. Any other factors relevant to the design of drainage from sinkholes;
  - f. Plans showing the 100 year flood-plain;
  - g. The 100 year floodplain shall be designated as a drainage easement on final subdivision plat; and
  - h. Details of plan for grading and clearing of vegetation within the 100 year floodplain;
- (4) Compliance with any and all conditions that may be required by the federal government or the state shall be documented. The state division of groundwater is the primary regulatory agency for sinkholes and drainage wells. Drainage into a sinkhole may require a permit for a Class V well under rules for underground injection control (UIC); and
- (5) Demonstration that development will not occur within the area flooded by the 100 year flood. The 100 year flood elevation may be lowered by construction of a detention pond. Calculations that document a lowering of the 100 year flood elevation shall be based on the 100 year, 24 hour storm using an appropriate safety factor for discharge into the sinkhole.

**Sec. 38-173. Drainage requirements.**

- (a) Private drainage systems, where drainage originates in its entirety on private property and terminates on same said property, shall be the sole responsibility of the owner.
- (b) Private drainage originating on private property and draining to an adjacent parcel of private property shall be resolved by the owners involved.
- (c) In cases where flooding stemming from the drainage system or streams are of significant magnitude, the health and welfare of private and/or public property may prompt the city to participate in mitigating the frequency and effects. All such projects shall meet with the approval of the director prior to implementation.
- (d) The requirements of subsections (a) through (c) of this section may be waived and emergency measures taken to protect the public safety during those circumstances in which, due to unforeseen events, development and/or acts of nature, the public welfare requires it. The director shall have the power to exercise all due discretion, judgment and executive directives to address any such situation and/or emergency.
- (e) No watercourse shall be obstructed.
- (f) Stormwater drainage shall not:
- (1) Adversely impact adjacent properties or public rights-of-way;
  - (2) Circumvent stormwater management facilities for which that flow contribution was designed; or
  - (3) Be directed through a curb without a permit approved by the director.
- (h) Additional curbing to control stormwater shall be installed only with approval of the director.

**Secs. 38-174 - 38-198. Reserved.**

DIVISION 4 5. PERMITS

**Sec. 38-199. General requirements.**

Owners who hold NPDES general, individual and/or multisector permits shall provide either a copy of such permit or the permit number assigned to them by TDEC to the director no later than 60 calendar days after issuance of the permit.

**Secs. 38-200--38-224. Reserved.**

DIVISION 6. AS-BUILT CERTIFICATIONS

**Sec. 38-225. General requirements.**

(a) Prior to the release of a performance bond required in section 38-338, certificate of occupancy or approval of final plat, an as-built certification shall be provided to the director, certifying that all drainage and treatment structures, stormwater management facilities, BMPs, volumes, sizes, slopes, locations, elevations and hydraulic structures have been field verified, represent the as-built field conditions, and comply with the approved stormwater management plans, and that all required protective covenants have been properly filed with the appropriate register of deeds. Features such

as roadway lines, grades, cross slopes, locations, contours, elevations, boundaries of buffer zones and areas that receive stormwater quality volume credits shall be provided to verify approved plans. Other contents of the as-built certification must be provided in accordance with guidance provided in the manual.

(b) As-built certifications shall include sufficient design information to show that stormwater management facilities required by this article will operate as approved. This shall include all necessary computations used to determine percent pollutant removal, the flow rates and treatment volumes required to size stormwater management facilities and BMPs.

(c) The as-built certification must be stamped by the appropriate design professional required to stamp the original plan, as stated in section 38-168(d).

(d) The owner shall also supply stormwater management facility certification forms, provided by the city, attesting that the facilities are constructed according to the approved design.

(e) The as-built certification, related forms, and associated onsite inspections will be used by the director to determine construction conformance of stormwater management facilities with the approved stormwater management plans. Where conformance is not achieved, corrective actions may be required in addition to enforcement measures established in division 10 of this chapter. Corrective actions may include, but are not limited to:

(1) resubmittal of stormwater management plans or as-built certifications or portions thereof that demonstrate the nonconforming facilities or features as constructed meet the requirements of this chapter and the manual;

(2) modification or reconstruction of the nonconforming facilities or features to meet the approved stormwater management plan;

(3) resubmittal and recording of facilities or features on required protective covenants and/or the plat;

**Secs. 38-226 - 38-252. Reserved.**

**DIVISION 7. INSPECTIONS, OPERATION AND MAINTENANCE**

**Sec. 38-253. Right-of-entry.**

(a) During and after construction, the director may enter upon any property which has a stormwater management facility, SCM, BMP, buffer zone, water quality volume credit area, discharges or contributes, or is believed to discharge or contribute, to stormwater runoff or the stormwater system, streams, natural drainage ways or via any other private or public stormwater management system during all reasonable hours to inspect for compliance with the provisions of this article, or to request or perform corrective actions.

(b) Failure of an owner to allow such entry onto a property for the purposes set forth in subsection (a) of this section shall be cause for the issuance of a cease and desist order, withholding of a certificate of occupancy, and/or civil penalties and/or damage assessments in accordance with division 10 of this article.

**Sec. 38-254. Requirements.**

(a) The owners of stormwater management facilities, BMPs, buffer zones, and water quality volume credit areas shall at all times inspect, properly operate, and maintain all facilities and systems of stormwater treatment and control (and related appurtenances), and all buffer zones and water quality volume credit areas in such a manner as to maintain their full function as described in the approved as-built certification, or stormwater management plan if the as-built certification is not available.

(b) Inspection and maintenance of privately owned stormwater management facilities, BMP's, buffer zones and water quality volume credit areas shall be performed at the sole cost and expense of the owners of such facilities/areas.

(c) Inspection and maintenance shall be performed in accordance with specific requirements and guidance provided in the maintenance manual. Inspection and maintenance activities shall be documented by the owner or their designee, and such documentation shall be maintained by the owner for a minimum of five years, and shall be made available for review by the director upon request.

(d) The director has the authority to impose more stringent inspection requirements as necessary for purposes of water quality protection and public safety.

(f) The removal of sediment and/or other debris from stormwater management facilities and BMP's shall be performed in accordance with all city, state, and federal laws. The director may stipulate additional guidelines if deemed necessary for public safety.

(g) The director may order corrective actions as are necessary to properly maintain and operate erosion prevention and sediment control measures, BMPs, stormwater management facilities, buffer

zones, and/or water quality volume credit areas within the city for the purposes of stormwater pollution prevention, water quality treatment, channel erosion protection, adherence to local performance standards and/or public safety. If the owner fails to perform corrective actions, the director shall have the authority to order the city or others to take corrective actions. In such cases where a performance bond exists, the city shall utilize the bond to perform the corrective actions. In such cases where a performance bond does not exist, the owner shall reimburse the city for all of its direct and related expenses. If the owner fails to reimburse the city, the city is authorized to file a lien for said costs against the property and to enforce the lien by judicial foreclosure proceedings.

(h) This article does not authorize access to adjoining private property by the owner or site operator. Arrangements concerning removal of sediment or pollutants on adjoining property must be settled by the owner or operator with the adjoining land owner.

**Sec. 38-255. Restrictions for buffer zones.**

Buffer zones are use restricted areas. The following activities, substances, facilities, and land uses are prohibited in a platted buffer zone:

- (a) the installation of impervious surfaces not already included in an approved stormwater management plan, including but not limited to driveways, buildings, sheds, patios, storage facilities, pavement, decks, and pools;
- (b) the storage and use of pesticides, herbicides, and fertilizers, except as provided by this chapter;
- (c) Vehicle and equipment storage and maintenance;
- (d) Wastes of any type, including areas or receptacles for waste dumping, receiving, storage, and transfer;
- (e) Septic tanks and septic drain fields;
- (f) Mining activities, borrow or fill pits, or similar areas or activities unless prior approval is granted by the director;
- (g) Animal concentration areas where animals gather in groups for migration, breeding, feeding, or sheltering, including but not limited to kennels, pens, sheds, barns, holding areas, exercise, loafing, or feeding lots;
- (h) Stormwater management facilities, except as allowed by the stormwater management manual;
- (i) Other activities, substances, uses that are known or suspected to contribute pollutants to stormwater or waterways.

**Secs. 38-256 - 38-280. Reserved.**

DIVISION 8. PERMIT CONTROLS AND SYSTEM INTEGRITY

**Sec. 38-281. General requirements.**

- (a) Any alteration, improvement, or disturbance to stormwater management facilities, BMPs, buffer zones, or water quality volume credit areas shown in as-built drawings shall be prohibited without written authorization from the director. This does not include alterations that must be made in order to maintain the intended performance of the stormwater management facilities or BMPs.
- (b) Other state and/or federal permits that may be necessary for construction in and around streams and/or wetlands shall be approved through the appropriate lead regulatory agency prior to submittal of a stormwater management plan to the city.

**Secs. 38-282 - 38-304. Reserved.**

DIVISION 9. NONSTORMWATER DISCHARGES

**Sec. 38-305. General requirements.**

- (a) Except as set out in subsection (b) of this section, no owner shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. The commencement, conduct, or continuance of any non-stormwater discharge to the municipal separate storm sewer system, whether intentional or not, is prohibited.
- (b) For purposes of this article, the following are not illicit discharges unless identified as significant contributors of pollutants to the municipal separate storm sewer system:
  - (1) Landscape irrigation or lawn watering with potable water;
  - (2) Diverted stream flows permitted by the state;
  - (3) Rising groundwater;
  - (4) Groundwater infiltration (as defined at 40 CFR 35.2005(20)) to separate storm sewers;
  - (5) Uncontaminated pumped groundwater;
  - (6) Foundation or footing drains;



- (7) Water discharged from crawl space pumps;
- (8) Air conditioning condensate;
- (9) Springs;
- (10) Individual, residential washing of vehicles;
- (11) Flows from natural riparian habitat or wetlands;
- (12) Swimming pools (if dechlorinated, less than one part per million chlorine);
- (13) Street cleaning and deicing;
- (14) Discharges from firefighting activities;
- (15) Pursuant to a valid and effective NPDES permit issued by the state;
- (16) Discharges necessary to protect public health and safety, as specified in writing by the city;
- (17) Dye testing permitted by the city;
- (18) Water line flushing or other potable water sources;
- (19) Natural riparian habitat or wetland flows; and
- (20) Discharges authorized by the CGP.

**Sec. 38-306. Prohibition of illicit connections.**

The construction, use, maintenance, and continued existence of illicit connections to the municipal separate storm sewer system are prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, even if the connection was permissible under law or practices applicable or prevailing at the time.

**Sec. 38-307. Elimination of discharges or connections.**

- (a) Any owner of a property, which is, or may be, the source of an illicit discharge, may be required to implement, at such owner's expense, the BMPs necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system.
- (b) Any owner of a property or premises where an illicit connection is located shall be required, at such owner's expense, to eliminate the connection to the municipal separate storm sewer system.
- (c) Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this article.
- (d) No person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the city.

**Sec. 38-308. Notification of spills.**

- (a) Notwithstanding other requirements of law, when any owner or tenant, or agent thereof or any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of a pollutant which results in, or may result in, a discharge into stormwater and/or the municipal separate stormwater system, such person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.
- (b) When any owner or tenant, or agent thereof or any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of hazardous substance such person shall immediately notify emergency response agencies of the occurrence by emergency dispatch services, and shall notify the director no later than the next business day of the release of hazardous materials.
- (c) When any owner or tenant, or agent thereof or any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of nonhazardous substance such person shall notify the director no later than the next business day.
- (d) Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the director within three business days of the telephone notice.
- (e) If the discharge of a pollutant emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.
- (f) Documented illicit discharges shall be responded to no more than seven days from detection and eliminated as soon as possible.

**Sec. 38-309. Actions in violation of the city's NPDES permit.**

Notwithstanding any other provision in this article, no person or entity shall allow any discharge into the municipal separate storm sewer system that would be a violation of the city's NPDES general permit for discharges from small municipal separate storm sewer system or would cause the city to be in violation of its permit.

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

DIVISION 10. ENFORCEMENT

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

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

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

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

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

An owner that has been issued an assessment of damages or civil penalty or order under this article may within ten days from such action submit a written request to appear before the director and show cause why the proposed enforcement action should not be taken. Upon receipt of a timely request for a show cause hearing the director shall within a reasonable time notify the owner of the time and place for the hearing. In the written request for a show cause hearing the owner is responsible for providing the director a postal address, email address, or fax number, to which notice of the show cause hearing can be delivered. An offer of a show cause hearing shall be made by the director before taking further action on the administrative order or assessment of damages or civil penalties, but shall not be a bar against, or prerequisite for, the director pursuing Emergency Suspension action per Section 38-337.. ,

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

(a) Except in emergency suspensions pursuant to section 38-337, any owner against whom an assessment for damages or civil penalty or order has been made for a violation of this article, or a permit denied, revoked, suspended by the director, shall have 30 days after having been notified of the assessment or order, or after a permit has been denied, revoked or suspended, to appeal the action to the stormwater appeals board by filing with the city recorder a written petition for appeal setting forth the grounds and reasons for the appeal, and the owner shall serve a copy of the petition for appeal on the director. The failure to serve the city recorder within 30 days with the written petition for appeal is jurisdictional, and if an appeal is not taken within 30 days the matter shall be final.

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

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

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

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

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

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

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

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

hearing is reconvened.

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

(6) Any person to whom an emergency order is directed pursuant to section 38-337 shall comply therewith immediately, but on petition to the appeals board shall be afforded a hearing not later than three working days from the receipt of such petition.

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

(a) Pursuant to T.C.A. § 68-221-1106(a), any owner in violation of the provisions of this article shall be subject to a civil penalty of not less than \$50.00 or more than \$5,000.00 per day for each day of violations. Each day of violation may constitute a separate violation. This penalty may be determined by application of the enforcement response plan as defined in section 38-332.

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

(c) In determining the amount of the penalty to assess, the director shall consider the factors listed in section 38-336, the enforcement response plan and may consider all relevant circumstances, including but not limited to the extent of harm caused by the violation, the magnitude and duration of the violation, the compliance history of the owner and any other factor provided by law.

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

Civil penalties shall be assessed in the following manner:

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

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

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

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

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

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

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

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

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

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

when the owner has demonstrated to the satisfaction of the director that the period of endangerment has passed.

(c) An owner that is responsible, in whole or in part, for any discharge or connection presenting imminent danger to the public health, safety or welfare; the health of animals, fish or aquatic life, or a public water supply; shall submit a detailed written statement, describing the causes of the harmful discharge or connection and the measures taken to prevent any future occurrence, to the director prior to the date of any show cause hearing under section 38-333.

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

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

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

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

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

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

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

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

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

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

The appeals board may grant an additional continuance and stay beyond that set out in section 38-334 upon the request of an owner and upon the posting of an appeal bond payable to the city in a sum to be determined by the director as necessary to protect the interests of the city.

**Sec. 38-341. Appeal and judicial review.**

The alleged violator may appeal a decision of the appeals board pursuant to the provisions of T.C.A. § 27-8-101 et seq.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

## ARTICLE III. STORMWATER MANAGEMENT

### DIVISION 1. GENERALLY

#### Sec. 38-85. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Active channel* means the area of the stream that is most subject to water flow and that includes the portion of the channel below the top of bank.

*Aquatic resource alteration permit (ARAP)* means a permit issued by the ~~state department~~ Tennessee Department of Environment and ~~conservation~~ Conservation (TDEC) for physically altering waters (streams and wetlands) of the state.

*As-built certification* means ~~as-built~~, field-verified plans signed and sealed by a registered professional engineer and/or a registered land surveyor, both licensed to practice in the state, showing contours, elevations, grades, locations, ~~and sizes, and other features to fully describe the as-constructed condition of~~ stormwater management facilities.

*Best management practices (BMPs)* means schedules of activities, prohibitions of practices, maintenance procedures, structural controls and other management practices designed to prevent or reduce the discharge of pollutants to waters of the state. BMPs may include structural ~~devices, such and nonstructural stormwater control measures~~ as described by the stormwater management facilities, ~~non-structural practices such as buffers or natural open spaces,~~ manual, other treatment requirements, operating procedures, and practices to control ~~plant~~ site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

*Borrow Pit* means an excavation from which erodible material (typically soil) is removed to be used as fill for another site, and there is no processing or separation of erodible material conducted at the site, and is considered a construction activity for the purposes of this article.

*Buffer Zone* or "Water Quality Riparian Buffer" is a strip of dense ~~undisturbed native~~ vegetation, either original or re-established, that borders streams and rivers, ponds ~~and~~ lakes, and wetlands. The placement of impervious surfaces such as rooftop and ~~seep~~ pavement is highly limited in buffer zones. Buffer zones are established for the purposes of slowing water runoff, enhancing water infiltration, and minimizing the risk of any potential sediments, nutrients, or other pollutants from leaving the upland area and reaching surface waters.

*Building official* means the city's representative charged with issuing land disturbing permits.

*CFR* means the Code of Federal Regulations.

*Channel* means a natural or manmade watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water.

*Clearing.*

(1) The term "clearing" means, in the definition of discharges associated with construction activity, the removal of vegetation and/or disturbance of soil prior to grading or excavation in anticipation of construction activities. Clearing may also refer to wide area land disturbance in anticipation of ~~nonconstruction~~ non-construction activities; for instance, cleared forested land in order to convert forest land to pasture for wildlife management purposes.

(2) The term "clearing" does not refer to clearing of vegetation along roadways, highways or powerlines for sight distance or other maintenance and/or safety concerns, or cold planing, milling, and/or removal of concrete and/or bituminous asphalt roadway pavement surfaces, or removal of vegetation for agricultural purposes in keeping with the Tennessee Water Quality Control Act.

*Common plan of development or sale* is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.

*Construction* means any placement, assembly or installation of facilities or equipment (including contractual obligations to purchase such facilities or equipment) at the premises where such equipment will be used, including preparation work at such premises.

*Construction General Permit (or CGP)* is the current approved State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities.

*Construction-related wastes* means refuse or unused materials that result from construction

activities. The term "construction-related wastes" can include, but ~~are~~ is not limited to, unused building and landscaping materials, chemicals, litter, sanitary waste and concrete truck washout.

*Contaminant* means any physical, chemical, biological or radiological substance or matter in water.

*Conveyance* means the capacity of a channel or a pipe to carry stormwater.

*Covenants for permanent maintenance of stormwater facilities and best management practices* means a legal document executed by the property owner, a homeowners' association or person as owner of record, and recorded with the county (Sullivan or Hawkins) register of deeds which guarantees perpetual and proper maintenance of stormwater management facilities and best management practices.

*Cross drain* means a pipe used to convey stormwater from one side of a roadway to another. A cross drain can also be called a "culvert."

*Design professional* means an engineer, landscape architect, or architect competent in civil and site design and licensed to practice in the state.

*Development* means new and redevelopment projects that disturb equal to or greater than one acre, or less than one acre if part of a larger common plan of development or sale. and includes, but is not limited to, providing access to a site, clearing of vegetation, grading, earth moving, providing utilities, roads and other services such as parking facilities, stormwater management and erosion control systems, potable water and wastewater systems, altering land forms, or construction or demolition of a structure on the land.

*Director* means the ~~public works director~~ Utilities Director or their designee ~~who is~~ responsible for ~~the~~ approval of development and redevelopment plans, and implementation of the provisions of this article.

*Discharge* means to dispose, deposit, spill, pour, inject, seep, dump, leak, or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked or placed by any means including any direct or indirect entry of any solid or liquid matter into the stormwater system by any means intentional or otherwise.

*Disturbed area* means the portion of any site that has been altered from existing conditions, including but not limited to the following: providing access to a site, clearing of vegetation, grading, earth moving, providing utilities and other services such as parking facilities, stormwater management and erosion control systems, potable water and wastewater systems, altering land forms, or construction or demolition of a structure on the land.

*Drainage basin* means the area contributing stormwater runoff to a single point.

*Drainage system* means the system of pipes, channels, culverts, and ditches that convey stormwater from and through public and private land in the city.

*Erosion* means the removal of soil particles by the action of water, air, ice, gravity, or other geological agents, whether naturally occurring or acting in conjunction with or promoted by manmade activities or effects.

*Excavation* means a cavity or hole in the land surface that is caused by the cutting, digging, or scooping and removal of soil, rock or other materials.

*Exceptional Tennessee Waters* are surface waters of the State of Tennessee that satisfy the characteristics as listed in Rule 0400-40-03-.06 of the official compilation rules and regulations of the State of Tennessee. ~~Characteristics include waters within state or national parks, wildlife refuges, wilderness or natural areas; State or Federal Scenic Rivers; Federally designated critical habitat; waters within an area designated as Lands Unsuitable for Mining; waters with naturally reproducing trout; waters with exceptional biological diversity or; other waters with outstanding ecological or recreational value as determined by the department.~~

*Filling* means any deposit or stockpiling of dirt, rocks, stumps or other natural or manmade solid waste material.

*Grading* means any clearing, excavating, filling or other disturbance of terrain.

*Hazardous substance* means any substance designated under 40 CFR 116, as amended, pursuant to section 116 of the Federal Clean Water Act.

*Hotspot* means an area identified by the director where the land use or activities have the potential to generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

*Illicit connections* means illegal and/or unauthorized connections to the municipal separate storm sewer system whether or not such connections result in discharges into that system.

*Illicit discharge* means an intentional or unintentional discharge of water into the municipal separate storm sewer system that is not composed entirely of stormwater, except as otherwise set out in section 38-314(b).

*Impervious area* means impermeable surfaces which prevent the percolation of water into the soil including, but not limited to, pavement, parking areas and driveways, packed gravel or soil, or rooftops.

~~Illicit discharge means an intentional or unintentional discharge of water into the municipal separate storm sewer system that is not composed entirely stormwater, except as otherwise set out in section 38-314(b).~~

~~Inspector~~ means a person that has successfully completed ~~(and has a valid certification from)~~ the "Fundamentals of Erosion Prevention and Sediment Control Level I" course or equivalent course.

~~Land disturbing activity~~ means any activity on a property that results in a change in the existing soil (both vegetative and nonvegetative) and/or the existing soil topography. The term "land disturbing activities" ~~include~~includes, but ~~are~~is not limited to, development, redevelopment, demolition, construction, reconstruction, clearing, grading, filling, logging and/or tree chipping operations (excluding silviculture operations), haul roads associated with the development and excavation.

~~Land disturbing permits~~ means a building, demolition or grading permit approved by the director and issued by the building official, authorizing commencement of land disturbing activities.

~~Municipal separate storm sewer system. (MS4)~~ means a conveyance or system of conveyances (including roads with drainage systems, streets, ~~catchbasins~~catch basins, curbs, gutters, ditches, constructed channels, and storm drains) designed or used for collecting or conveying stormwater.

~~National Pollutant Discharge Elimination System. (NPDES)~~ means the program administered by the United States Environmental Protection Agency to eliminate or reduce pollutant discharges to the waters of the United States.

~~NOI~~ means notice of intent as identified in the ~~State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities~~CGP and administered by the City of Kingsport QLP.

~~NOC~~ means notice of coverage as identified in the ~~State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities~~CGP and administered by the City of Kingsport QLP.

~~NOT~~ means notice of termination as identified in the ~~State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities~~CGP and administered by the City of Kingsport QLP.

~~Obstruction~~ means the accumulation of debris, whether intentional or otherwise, resulting in the interference of flow through a watercourse.

~~Outfall~~ means the terminus of a stormwater system where the contents are released into a larger public or private stormwater management system, or into a stream.

~~Owner / operator / person (owner)~~ means any party associated with a construction project that meets any of the following two criteria:

(1) The party has design control over construction plans and specifications, including the ability to authorize modifications to those plans and specifications (this will typically be the owner or developer);

(2) The party has day-to-day operational control of those activities at a project which are necessary to ensure compliance with a stormwater pollution prevention plan (SWPPP) for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions). (This will typically include the general contractor and would also include erosion prevention and sediment control contractors); or

(3) Any individual, firm, corporation, partnership, association, organization, or entity, including governmental entities or any combination thereof.

~~Peak discharge~~ means the maximum, instantaneous rate of flow of water at a particular point resulting from a storm event. The term "peak discharge" also means the maximum discharge computed for a given design flood event.

~~Plan~~ means the stormwater management plan.

~~Pollutant~~ means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste or any other substance that is detrimental to the quality of the waters of the state.

~~Priority construction activity~~ means land disturbing activities ~~that are~~ located in a watershed that discharges directly into waters recognized by the state ~~as with~~ unavailable ~~parameter waters~~impaired parameters for siltation ~~or habitat alteration~~, or exceptional Tennessee waters ~~and, thus, warrant more frequent inspection~~. A property is considered to have a direct discharge, if stormwater runoff from the property does not cross any other property before entering the ~~water~~waters of the state.

~~Public water~~ means stormwater runoff that originates in whole or in part from or is conveyed by publicly owned facilities such as roads.

~~Qualifying Local Program (QLP)~~ is an MS4 Stormwater Management Program for discharges associated with construction activity that has been formally approved by TDEC as having met specific minimum program requirements, including those identified in 40 CFR § 122.44(s).



*Runoff* means the water resulting from precipitation that is not absorbed by the soil.

*Sanitary sewer* means a system of underground conduits that collects and delivers wastewater from toilets, sinks and other plumbing fixtures to a wastewater treatment plant.

*Sediment* means solid material, either mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by erosion.

*Sewage* means human wastes carried by water from residences, buildings, industrial establishments or other places, together with such industrial wastes, stormwater or other water as may be present; or any substance discharged from a sanitary sewer collection system.

*Sinkhole* means a depression characterized by closed contours on a topographic map. A sinkhole throat, or opening to the subsurface, may or may not be visible. Field verification may be required in areas where the depth of the depression is below the tolerance of currently available topographic mapping. The extent of the area considered to be a sinkhole is, at a minimum, the limits determined by the 100 year water surface elevation, assuming plugged conditions (zero cubic feet per ~~section~~second (cfs) outflow).

*Special flood hazard area* means the land in the floodway and/or floodplain that is subject to flooding during the 100 year frequency storm. The areas of special flood hazard identified by FEMA in its flood hazard boundary map dated April 2, 1981, and any revisions thereto, are adopted by reference and declared to be a part of this article.

*Stormwater* means runoff from rain, snow or other forms of precipitation, which results in surface runoff and drainage.

*Stormwater control measures (SCMs)* are permanent practices and measures designed to reduce the discharge of pollutants from development.

*Stormwater management facilities* means structures and constructed features designed for the collection, conveyance, storage, treatment, and disposal of stormwater runoff into and through the stormwater system. The term "stormwater management facilities" ~~include or~~ "stormwater facilities" includes structural ~~and~~ nonstructural stormwater control measures, or both, to (SCMs) which control the increased volume, rate and/or quality of stormwater runoff caused by manmade changes to the land.

*Stormwater maintenance manual (maintenance manual)* means the document, as amended from time to time, adopted by the city to provide guidance in understanding and implementing the inspection and maintenance requirements for stormwater management facilities and BMPs.

*Stormwater management manual (manual)* means the document, as amended from time to time, adopted by the city to provide guidance in understanding and implementing the requirements for stormwater management.

*Stormwater management plan (plan)* means an engineering plan for the design of stormwater management facilities and best management practices for a proposed development or redevelopment.

*Stormwater master plan* means an engineering and planning study for the drainage system of a watershed that consists of a plan for stormwater management in the watershed. The stormwater master plans can address flooding problems, water quality problems, potential stormwater capital improvements, land use patterns and regulatory issues for existing and future conditions.

*Stormwater pollution prevention plan (SWPPP)* means a written plan (including site maps, plats, drawings or other graphic representations) that identifies construction/contractor activities that could cause pollutants in the stormwater, and a description of best management practices to control these pollutants and keep sediments on site. The CGP is the governing document for specific SWPPP requirements.

*Storm water system* means the system of roadside drainage, roadside curbs and gutters, curb inlets, swales, ~~catchbasins~~ catch basins, culverts, cross drains, headwalls, junction boxes, outlets, manholes, gutters, ditches, pipes, lakes, ponds, sinkholes, channels, creeks, streams, storm drains, water quality best management practices and similar conveyances and facilities, both natural and manmade, located within the city which are designated or used for collecting, storing, or conveying stormwater, or through which stormwater is collected, treated, stored or conveyed, whether owned or operated by the city or other owner/operator/ person.

*Stream* means a surface water that is not a wet weather conveyance (TCA 69-3-10.(40)).

StreamStreams include linear watercourses, lakes, ponds, and wetlands.

*Structure* means anything constructed or erected such that the use of it requires a more or less permanent location on or in the ground.

*Subdivision* means the division, subdivision or resubdivision of any lot or parcel of land as defined in the "Subdivision Regulations of the City of Kingsport and its Planning Region," on file in the city clerk's office.

*Surface water* means waters upon the surface of the earth in bounds created naturally or artificially.

*TDEC* means the Tennessee Department of Environment and Conservation.

*Top of bank* means the uppermost limit of the active channel of a stream containing normal flows, usually marked by a break in slope.

*Total maximum daily load (TMDL)* means a calculation of the maximum amount of a pollutant that a body of water can receive and still meet water quality standards, and an allocation of that amount to the source of the pollutant.

*Transporting* means any moving of earth materials from one place to another, other than such movement incidental to grading, as authorized on an approved plan.

*USACE* means the United States Army Corps of Engineers.

*Unavailable Parameters Waters* means any stream segment that has been identified by TDEC as failing to support classified uses.

*Utility, public or private*, means any agency which under public franchise or ownership, or under certification of convenience and necessity provides the public with electricity, natural gas, steam, communication, rail transportation, water, sewage collection or other similar service.

*Vegetation* means an intentionally cultivated collection of plant life, including trees, shrubs, bushes, and grass, but does not include plant life that was not intentionally planted.

*Waste Site* means an area where waste material from a construction site is stored or deposited of, and when the material is erodible, such as soil, the site must be treated as a construction site.

*Water quality volume* means the volume of stormwater runoff from a proposed development or redevelopment that must be controlled for water quality treatment.

*Water quality volume credit area* means an area within the proposed development or redevelopment for which a reduction of the water quality volume can be obtained.

*Watercourse* means a channel, natural depression, gully, stream, creek, pond, reservoir or lake in which stormwater runoff and floodwater flows either regularly or infrequently. The term "watercourse" includes major drainageways for carrying urban stormwater runoff.

*Waters or waters of the state* means any and all waters, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon the state or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.

*Watershed* means a region or area bounded peripherally by a divide and draining ultimately to a particular watercourse or body of water.

*Wet weather conveyance* means, notwithstanding any other law or rule to the contrary, man-made or natural watercourses, including natural watercourses that have been modified by channelization:

- (A) That flow only in direct response to precipitation runoff in their immediate locality;
- (B) Whose channels are at all times above the groundwater table;
- (C) That are not suitable for drinking water supplies; and
- (D) In which hydrological and biological analyses indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two (2) months.

*Wetland* means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetland determination shall be made by the United States Army Corps of Engineers, and/or ~~the state department of environment and conservation, and/or the natural resources conservation service.~~ [TDEC.](#)

### **Sec. 38-86. Purpose.**

It is the purpose of this article to:

- (1) Apply to all areas located within the jurisdiction of the city.
- (2) Apply to all development unless exempted pursuant to [Sections 38-144-143 and 38-170.](#)
- (3) Protect, maintain, and enhance the environment of the city and the public health, safety and the general welfare of the citizens of the city, by controlling discharges of pollutants to the public stormwater system, while maintaining and improving the quality of the receiving waters of the state.
- (4) Enable the city to comply with the National Pollution Discharge Elimination System (NPDES) permit and applicable regulations, 40 CFR 122.26 for stormwater discharges.
- (5) Allow the city to exercise the powers granted in T.C.A. § 68-221-1105, which provides that, among other powers municipalities have with respect to stormwater [management](#) facilities, is the power by ordinance or resolution to:
  - a. Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater [management](#) facilities in the municipality, whether or not owned and operated by the municipality;
  - b. Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, which may include the adoption of a system of fees for services and permits;

- c. Establish standards to regulate the quantity and contaminants of stormwater as may be necessary to protect water quality;
- d. Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;
- e. Issue permits for stormwater discharges or for the construction, alteration, extension, or repair of stormwater [management](#) facilities;
- f. Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution or condition of the permit; and
- g. Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.

**Sec. 38-87. Responsibility.**

Nothing in this article shall be construed to imply a warranty or the assumption of responsibility on the part of the city for the suitability, fitness or safety of any structure with respect to flooding, water quality, or structural integrity. This article is a regulatory instrument only, and is not to be interpreted as an undertaking by the city to design any structure or facility.

**Secs. 38-88 - 38-117. Reserved.**

DIVISION 2. ADMINISTRATION

**Sec. 38-118. Duties and authority of director.**

- (a) The director has the authority to adopt additional policies, criteria, specifications, standards, rules, regulations, and guidance for the proper implementation of the requirements of this article ~~and~~ the stormwater management manual ~~The, and stormwater maintenance~~ manual. ~~The manuals~~ shall be enforceable, consistent with other provisions of this article, as if it were a part of this article.
- (b) The director shall have the authority to prepare, or have prepared, master plans for drainage basins and to establish regulations or direct capital improvements to carry out said master plans.
- (c) In the event that the director determines that a violation of any provision of this article has occurred, or that work does not have a required plan or permit, or that work does not comply with an approved plan or permit, the director may issue enforcement responses as defined in division 10 of this article, pertaining to enforcement, to the owner subject to the right of appeal set out in section 38-~~343334~~.
- (d) The director and the staff under the director's supervision shall administer the provisions of this article.

**Sec. 38-119. Stormwater appeals board--Established; composition.**

- (a) There is created and established, pursuant to T.C.A. § 68-221-1106 et seq., the stormwater appeals board, referred to in this article as "appeals board," which shall be composed of four members as follows:
  - (1) A member of the board of mayor and alderman, who shall serve as chair, but shall have no vote unless there is a tie among voting members;
  - (2) A member of the planning commission;
  - (3) The head of the planning department or designee; and
  - (4) The building official.
- (b) All appeals board members shall serve without pay or other compensation.
- (c) The appeals board shall promulgate such procedural rules as may be deemed necessary in the interest of justice, fairness and impartiality.
- (d) All members of the appeals board, except the planning director and building official shall be appointed by the mayor, subject to confirmation by the board of mayor and aldermen.

**Sec. 38-120. Same--Duties and authority.**

The appeals board shall have the power, duty and responsibility to:

- (1) Hear appeals from orders issued by the director assessing penalties, damages or revoking or modifying permits;
- (2) Affirm, modify or revoke such actions or orders of the director;
- (3) Issue notices of appeals and subpoenas requiring attendance of witnesses and the production of evidence;
- (4) Administer oaths and examine witnesses;
- (5) Take such testimony as the appeals board deems necessary; and
- (6) Hear appeals of owners for the purpose of reviewing the denial of a permit or imposition of terms or conditions in permits or any exceptions granted by the director.

**Secs. 38-121 - 38-138. Reserved.**

DIVISION 3. EROSION PREVENTION AND SEDIMENT CONTROL

**Sec. 38-139. General requirements.**

(a) Land disturbing activity or construction that in any way causes off-site sedimentation or sediment discharges to waters of the state or that causes the city to be in violation of its NPDES general permit for discharges from small municipal separate storm sewer systems, or its replacement, shall be a violation of this article.

(b) ~~No~~ Unless exempted by Section 38-170 no owner of any property within the city shall commence a land disturbing activity greater than or equal to one acre unless a land disturbing permit is issued by the building official; provided this subsection (b) shall ~~not~~ also apply if the land disturbance is less than one acre ~~if~~ but part of a larger common plan of development or sale that would disturb one acre or more, ~~or is a small lot as set out in section 38-142.~~ The issuance of a land disturbing permit shall be conditioned upon the receipt and approval by the director of a stormwater pollution prevention plan (SWPPP) and ~~an~~ a NOC provided by the city.

(c) The city shall serve as the plan approval agency only, and in no instance are its regulations to be construed as designing erosion prevention and sediment control measures or other stormwater management facilities.

(d) No building permit, where applicable, shall be issued until the owner has obtained and is in compliance with the land disturbing permit.

(e) All land disturbing activities shall employ adequate erosion prevention and sediment control BMPs.

(f) No land disturbing activities shall commence until a certified erosion prevention and sediment control inspector has been appointed by the owner and acknowledged by the director. Inspections must be performed as set forth in accordance with Sub-sections 3-1.2 and 3-5.8 of the CGP, as amended.

~~(g)~~ (g) Land disturbing activities that are also considered priority construction activities, as defined in this article or as deemed by the director, shall additionally comply with the requirements for discharges into waters with unavailable parameters or Exceptional Tennessee Waters, as established in the CGP. The director has the authority to deem any land disturbing activity a priority construction activity.

(h) The owner must notify the director ten working days in advance of the commencement of construction.

(i) A pre-construction meeting with construction site operators shall be held prior to commencement of land disturbing activity.

(j) At completion of land disturbing activities and approval of stormwater management facilities by the director, a copy of the signed notice of termination (NOT) shall be provided to the city.

**Sec. 38-140. Design criteria.**

The city adopts as its erosion and sediment control design standards and best management practices manual the TDEC Erosion Prevention and Sediment Control Handbook, as amended.

**Sec. 38-141. Stormwater pollution prevention plan (SWPPP).**

(a) The requirements of the plan are as follows:

(1) The SWPPP shall be sealed by a qualified design professional licensed in the state provided the narrative portion of the SWPPP may be prepared by an individual that has a working knowledge of erosion prevention and sediment controls, such as a Certified Professional or a person that has successfully completed the Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites course;

(2) BMPs shall meet or exceed the requirements of the TDEC Erosion Prevention and Sediment Control Handbook;

(3) The SWPPP shall be subject to any additional requirements set forth in the city's subdivision regulations, chapter 114, zoning, or other city ordinances or regulations; and

(4) Construction at the site in accordance with the approved plan must commence within one year from the issue date of the grading permit, or the grading permit will become null and void and the plan must be resubmitted for approval.

(b) Stormwater pollution prevention plans shall be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook and ~~Sections 3, 4 and 5.4 of the Tennessee General NPDES Permit for Discharges Associated with Construction Activities~~ the CGP, as amended, or any other information deemed necessary and appropriate by the owner or requested by the director.

**Sec. 38-142. Small lot erosion prevention and sediment control plan.**

- (a) All land disturbing activities that affect less than one acre and are not part of a larger common plan of development shall adhere to the requirements of this subsection.
- (b) Submittal of a small lot erosion prevention and sediment control plan is required and must be reviewed and approved by the director prior to issuance of a land disturbing permit.
- (c) Small lot erosion prevention and sediment control plans shall include the following:
  - (1) Address/location of land disturbing activity.
  - (2) Owner's name and contact information;
  - (3) Building, grading or demolition permit number (if available);
  - (4) Location of streams, wetlands, ponds, sinkholes, easements, existing drainage structures with respect to the site;
  - (5) A description of erosion prevention and sediment control measures;
  - (6) Approximate disturbed area limits;
  - (7) Location of silt fences;
  - (8) Location of stabilized construction exits; ~~and~~
  - (9) Roof drainage accommodations; ~~and~~
  - ~~(10) Concrete truck and equipment washout location and design (if applicable).~~
- (d) The director has the discretion to require a fully engineered erosion prevention and sediment control plan in lieu of a small lot plan.

**Sec. 38-143. Land disturbing requirements.**

- (a) *Land disturbing activity subject to approval.* Except as otherwise provided in this section, an owner shall not initiate any land disturbing activity until the city has issued written approval by the director, the SWPPP is approved by the director and an NOC supplied (where applicable), the appropriate fees are paid and any required performance bond or financial assurance is provided, as may be required in section 38-~~347~~338. Such permit shall expire two years from the date of issuance. Once a permit has expired, it is a violation to continue work on the property for which the permit has been granted without obtaining a renewal of such permit, which shall include the submission and approval of a plan as set out in this article and other requirements to obtain a permit as set out in or authorized by this article.
- (b) *Certain activities excepted.* No approval shall be required for the following:
  - (1) *Building grading and excavation.* Finished grading and excavation below the finished grade for basements and footings of a single-family or duplex residential structure, for retaining walls, swimming pools, cemeteries for human or animal burial or accessory structures related to single-family residences or duplex structures authorized by a valid building permit, provided the disturbed material or fill is handled in such a manner as to conform to any approved erosion prevention and sediment control plan for the area or, where no such plan is in effect, such work must be done in a manner which presents no significant erosion hazard.
  - (2) *General excavation.* An excavation or fill, provided it:
    - a. Is less than four feet in vertical depth at its deepest point, as measured from the original grade;
    - b. Does not result in a total quantity of more than 100 cubic yards of material being removed from, or deposited on or disturbed on any lot, parcel or subdivision thereof;
    - c. Does not constitute a potential erosion hazard or act as a source of sedimentation to any adjacent land or watercourse;
    - d. Has no final slopes greater than or equal to one foot vertical in two feet horizontal;
    - e. Has proper vegetative cover reestablished as soon as possible on all disturbed areas; and
    - f. Has no fill placed on a surface having a slope steeper than three feet horizontal to one foot vertical.
  - (3) *Agricultural.* Accepted agricultural land management practices such as plowing, cultivation; nursery operations such as the removal and transplanting of cultivated sod, shrubs and trees; tree cuttings at or above existing ground level; and logging operations leaving the stump, ground cover and root mat intact.
  - (4) *Landscaping.* Grading, as a maintenance measure, or for landscaping purposes on existing developed lots or parcels, provided the aggregate ~~are~~area affected or stripped at any one time does not exceed 10,000 square feet and is not within a designated floodplain; the grade change does not exceed 18 inches at any point and does not alter the drainage pattern; vegetative cover is reestablished as soon as possible on all disturbed areas, use of kudzu is prohibited; and the grading does not involve a quantity of material in excess of 100 cubic yards.
  - (5) *Utilities.* The installation of water and sewer lines, telephone lines, electricity lines, gas lines or other public service facilities.

**Sec. 38-144. Compliance.**

The owner is responsible for maintaining compliance with the approved SWPPP, and land disturbance permit. The approved SWPPP shall be followed during the entire duration of construction at the site. The director may require reports or records from the owner. No land disturbing activity shall be allowed to commence without prior SWPPP approval by the director.

**Sec. 38-145. Amendments to the approved SWPPP.**

- (a) The owner must modify and update the SWPPP in accordance with ~~section 3.4.1 of the state construction general permit No. TNR100000~~the CGP, as amended.
- (b) The ~~SWPPP, as amended;~~ SWPPP shall be submitted to the director for approval.

**Secs. 38-146 - 38-167. Reserved.**

DIVISION 4. PERMANENT STORMWATER MANAGEMENT

**Sec. 38-168. General requirements.**

(a) Owners of land development activities ~~not exempted under section 38-141 shall be required to obtain for which~~ a land disturbing permit. ~~As a condition of this permit, is required shall submit a stormwater management plan (plan) shall be submitted in accordance with Section 2.3.1 of as a condition of the manual permit.~~

(b) The plan shall include the specific required elements that are listed and/or described in the stormwater management manual. The director may require submittal of additional information in the plan as necessary to allow an adequate review of the existing or proposed site conditions.

(c) The plan shall be subject to any additional requirements set forth in the minimum subdivision regulations, design standards, chapter 114, pertaining to zoning, or other city regulations.

(d) Plans shall be prepared and stamped by a design professional. Portions of the plan that require hydraulic or hydrologic calculations and design shall be prepared and stamped by a professional engineer competent in civil and site design and licensed to practice in the state Tennessee.

(e) The approved plan shall be adhered to during grading and construction activities. Under no circumstances is the owner or operator of land disturbing activities allowed to deviate from the approved plan without prior approval of a plan amendment by the director.

(f) The approved plan shall be amended if the proposed site conditions change after plan approval is obtained, or if it is determined by the director during the course of grading or construction that the approved plan is inadequate.

(g) Requirements for the permanent operation and maintenance of stormwater management facilities, BMPs, buffer zones and water quality volume credit areas shall be submitted with the plan for approval by the director. These will be presented through the declaration of a protective covenant, for permanent maintenance of stormwater facilities and BMP's, which shall be enforceable by the city. The covenant shall be recorded with the deed and shall run with the land and continue in perpetuity.

(h) Stormwater management facilities, ~~BMPs,~~ buffer zones, and ~~areas that receive~~ water quality volume ~~reductions~~credit areas shall be placed into a permanent management stormwater easement of sufficient area that is recorded with the deed to the parcel and held by the city.

(j) A right-of-way or permanent easement ~~of sufficient width as set forth in the stormwater management manual~~ shall be provided for vehicular and equipment ingress and egress for access to all stormwater management facilities, BMPs and areas that receive water quality volume reductions from a driveway, public or private road.

(k) Owners of land development activities not exempted from submitting a stormwater management plan may be subject to additional watershed or site-specific requirements than those ~~stated in section 38-140 in order~~ set forth in this article or the stormwater management manual to satisfy local or state NPDES, TMDL or other regulatory water quality requirements for developments or land uses that are considered pollutant hotspots, discharging to critical areas with sensitive resources, or in areas where the director has determined that additional restrictions are needed to limit adverse stormwater

impacts from the proposed development ~~on water quality or channel protection.~~

(l) The director may waive or modify any of the requirements of this division if they determine adequate water quality treatment and/or channel protection is ~~suitably~~ provided by a downstream or shared off-site stormwater facility, or if engineering studies determine that installing the required stormwater management facilities or BMPs would adversely impact water quality, ~~or~~ increase channel erosion or downstream flooding.

(m) This article is not intended to repeal, abrogate, or impair any existing easements, covenants, deed restrictions or existing ordinances and regulations. However, where a provision of this article and other regulations conflict or overlap, the provision that is more restrictive or imposes higher standards or requirements on the owner shall control. The owner is required to notify the director of any such regulatory conflicts upon submittal of the plan.

### **Sec. 38-169. Design criteria.**

(a) All developments that must submit a stormwater management plan shall provide water quality treatment in accordance with the following requirements:

(1) Stormwater runoff from the development site must be treated for water quality prior to discharge from the development site in accordance with the stormwater quality treatment standards and criteria provided in the stormwater management manual.

(2) ~~Water~~Stormwater quality treatment shall be achieved through the use of one or more structural and/or nonstructural SCMs~~stormwater management facilities~~ that are designed and constructed in accordance with the criteria, guidance, and specifications provided in the stormwater management manual.

(3) Stormwater quality control methods, designs or technologies not provided in the stormwater management manual may be submitted for approval if it is proven that such alternatives will meet or exceed the water quality control requirements set forth in the manual and this chapter. Certification of pollutant removal efficiency by an independent agency, as identified in the manual, may be required.

~~(4) SCMs~~(4) Stormwater management facilities shall not be installed within public rights-of-way or on public property without prior approval of the director.

(b) All developments that must submit a plan ~~shall~~may be required to additionally provide downstream channel protection using the design criteria and guidance provided in ~~section 3.4 of~~ the manual.

(c) All developments that must submit a plan shall provide a downstream impact analysis addressing overbank flood control as set forth in accordance with section 3.5 of the stormwater management manual.

(d) All developments that must submit a plan shall establish, protect, and maintain a buffer zone, ~~in accordance with the policies criteria and guidance~~as set forth in the stormwater management manual. Exemptions from this requirement are as follows:

(1) The perimeter of waterbodies that have no known connection to streams, other ponds, lakes or wetlands.

(2) Stormwater management facilities or BMPs that are designed, constructed and maintained for the purposes of stormwater quality and/or quantity control, unless a buffer is expressly required by the design standards and criteria for the facility are provided in the manual.

~~(e)~~(e) Impervious surfaces in a buffer zone shall be limited to stream crossings, utility corridors, and trails or sidewalks, and shall be design as set forth in the stormwater management manual.

(f) The predominant vegetation in the minimum buffer width of a buffer zone, as described in the stormwater management manual, shall be trees. The predominant vegetation in the remaining buffer width shall be herbaceous plants. Areas of bare soil and erosion are prohibited in buffer zones. Additional requirements and guidance for buffer vegetation are set forth in the stormwater

management manual. The director may require any owner of a buffer zone to remove and/or install vegetation if, at the time of property development or inspection after development is completed, the buffer zone does not conform, and is unlikely to conform in the future through the growth of existing vegetation, to the vegetation standards establish in this sub-section.

(g) Designs for buffer zones shall adhere to the buffer zone requirements established in section 38-255, with the exception of the introduction of impervious areas provided they are accommodated by buffer width averaging to be indicated in the stormwater management plan.

(h) In addition to the requirements set forth in subsections (a) through (dg) of this section, all developments that must submit a stormwater management plan shall include the following:

- (1) Account for both on-site and off-site stormwater;
- (2) Maintain natural drainage divides and hydrologic characteristics;
- (3) Provide soils information; and
- (4) Control stormwater runoff and provide peak discharge/volume control in accordance with this article using:
  - a. Predeveloped conditions unless otherwise specified by the director;
  - b. NOAA Atlas 14 rainfall data, as amended or updated;
  - c. Post-development versus pre-development hydrologic/hydraulic modeling that shows attenuation of developed site runoff. Developed discharge from a site shall be less than or equal to pre-development discharge for the 2 year through 100 year design storms;
  - d. Longitudinal storm drains designed for a ten-year frequency storm, provided that no residential or commercial structures are flooded by a 100-year frequency storm; Roadway longitudinal and cross drains designed in accordance with the City of Kingsport Minimum Design Standards with regard to storm frequency and type of roadway (i.e. local vs collector);
  - e. Roadway cross drains designed for a ten-year frequency storm for a local street and 100-year frequency storm for a collector street, provided no residential or commercial structures are flooded by the 100-year frequency storm. All pipes lying under the roadway shall be reinforced concrete unless otherwise approved by the director;
  - f. Drainage easements delineating the 100 year frequency storm flood fringe to prevent flooding and future disturbance; and
  - g. Pipe materials approved by the director.
- (i) Pursuant to the City of Kingsport Zoning Ordinance, a floodplain development permit is required for all development or redevelopment within federally designated floodplains as shown on the applicable FEMA Flood Insurance Rate Map(s) of latest issue.
- (j) The rational method shall be used to determine peak flow rates only. National Resource Conservation Service (NRCS) methods and those provided methods specified in the manual for water quality and channel protection shall be used in determining storage volume requirements.
- (k) All supporting hydrologic and hydraulic assumptions shall be submitted, as well as all maps and references used in calculations.
- (l) The design must not adversely affect adjacent or neighboring properties.
- (m) The city may allow stormwater control measures management facilities to be implemented at another location within the same USGS 12-digit hydrologic unit code (HUC) watershed as the original project. Off-site mitigation must treat a minimum of 1.5 times the amount of water not treated on site. The off-site mitigation location must be approved by the city.
- (n) If the project cannot meet pollutant removal standards, and cannot provide for off-site mitigation, the city may allow the owner to make payment in a public stormwater project fund at a level sufficient to design, install, and maintain the stormwater mitigation measures.

### **Sec. 38-170. Exemptions.**

(a) Developments that conform to the criteria in subsection (c) of this section are exempt from the requirements of this chapter, unless the director has determined that stormwater quality management



is needed to satisfy local or state NPDES, TMDL or other regulatory water quality requirements, or the proposed development will be a pollutant hotspot, or to limit adverse stormwater quality or channel protection impacts of the proposed development.

(b) The exemptions listed in subsection (c) of this section shall not be construed as exempting these developments from compliance with stormwater requirements stated in the minimum subdivision regulations, chapter 114, pertaining to zoning, or other city regulations.

(c) The following developments are exempt from the requirements for a stormwater management plan:

(1) Residential or nonresidential developments that disturb less than one acre of land and are not part of a larger common plan of development or sale that would disturb one acre or more;

(2) Minor land disturbing activities such as residential gardens and residential or nonresidential repairs, landscaping or maintenance work;

(3) Individual utility service connections, unless such activity is carried out in conjunction with the clearing, grading, excavating, transporting, or filling of a lot for which a plan would otherwise be required;

(4) Installation, maintenance or repair of individual septic tank lines or drainage fields, unless such activity is carried out in conjunction with the clearing, grading, excavating, transporting or filling of a lot for which a plan would otherwise be required;

(5) Installation of posts or poles;

(6) Farming activities, existing nursery and agricultural operations, but not including construction conducted as a permitted principal or accessory use by chapter 114, zoning;

(7) Emergency work to protect life, limb or property, and emergency repairs, provided that the land area disturbed shall be shaped and stabilized in accordance with city requirements as soon as practicable;

(8) Additions or modifications to existing, individual, single-family structures;

(9) Silvicultural activities; and

(10) State and federal projects subject to the submission requirements of TDEC.

#### **Sec. 38-171. Special pollution abatement requirements.**

(a) A special pollution abatement plan ~~shall~~ may be required for ~~the land uses/activities which have a high potential to be a pollutant hotspot or for land uses/activities that have become an actual hotspot. The following land uses, which are/activities will be~~ considered ~~pollutant hotspots:~~

~~(1) Vehicle, vehicle, truck, or equipment maintenance, fueling, washing, or storage areas, including but not limited to:~~

~~a. Automotive, automotive~~ dealerships;

~~b. Automotive, automotive~~ repair shops; ~~and~~

~~c. Carwash, carwash~~ facilities;

~~(2) Recycling, recycling~~ and/or salvage ~~yard facilities;~~

~~(3) Restaurants, yards; restaurants,~~ grocery stores, and other food service facilities;

~~(4) Commercial, commercial~~ facilities with outside animal housing areas, including ~~but not limited to~~ animal shelters, fish hatcheries, kennels, livestock stables, veterinary clinics, or zoos; and

~~(5) Other, other~~ producers of pollutants identified by the director as a pollutant hotspot using information provided to or collected by the director, or reasonably deduced or estimated by the director from ~~an~~ engineering or scientific study.

(b) A special pollution abatement plan may be required for other land uses or activities ~~that are not identified by this article as hotspot land uses, but are deemed~~ by the director to have the potential to generate highly contaminated runoff with concentrations of pollutants in excess of those typically found in stormwater.

(c) ~~The~~ a special pollution abatement plan is required, it shall be submitted ~~as part of~~ the ~~plan, director for approval~~ and ~~the any~~ BMPs submitted ~~on~~ with the plan shall be subject to all other provisions of this article. Technical requirements for the plan shall be based on the provisions and guidelines set forth in the stormwater management manual.

(d) BMPs specified in the special pollution abatement plan must be appropriate for the pollutants targeted at the site and must be approved with the plan.

(e) A special pollution abatement plan will be valid ~~for a period of five years, as long as the permitted land use/activity persists~~ at ~~which point it must~~ the site. The plan shall be renewed. A reviewed annually by the time of renewal, any deficiency in site operator to verify that the pollutant management ~~method methods contained in the plan are still effective. Any deficiencies noted in the plan~~ must be corrected ~~within 90 days.~~

#### **Sec. 38-172. Sinkhole requirements.**

The following sinkhole and drainage well plan information or approval from the appropriate regulating

agency must be provided prior to the alteration of the natural drainage for watershed discharging to such features as sinkholes and drainage wells:

- (1) Proposed on-site and offsite drainage channels that are tributary to a sinkhole throat or drainage well inlet shall be delineated, along with appropriate hydraulic calculations to define the existing and altered (if appropriate) 100 year floodplain and to confirm that off-site flooding will not be increased;
- (2) Detailed contours are to be shown for all sinkholes that are to receive stormwater runoff from the site. These contours are to have a maximum interval of two feet and are to be verified by field surveys;
- (3) A geologic investigation of all sinkholes receiving stormwater runoff from the site shall be performed. The report from this investigation shall ~~be~~ signed and sealed by a registered professional experienced in geology and groundwater hydrology and shall contain the following:
  - a. Location and nature of aquifers;
  - b. Potential for siltation problems;
  - c. Foundation problems that may be expected around sinkholes;
  - d. Details of drainage structures to be built in sinkholes;
  - e. Any other factors relevant to the design of drainage from sinkholes;
  - f. Plans showing the 100 year flood-plain;
  - g. The 100 year floodplain shall be designated as a drainage easement on final subdivision plat; and
  - h. Details of plan for grading and clearing of vegetation within the 100 year floodplain;
- (4) Compliance with any and all conditions that may be required by the federal government or the state shall be documented. The state division of groundwater is the primary regulatory agency for sinkholes and drainage wells. Drainage into a sinkhole may require a permit for a Class V well under rules for underground injection control (UIC); and
- (5) Demonstration that development will not occur within the area flooded by the 100 year flood. The 100 year flood elevation may be lowered by construction of a detention pond. Calculations that document a lowering of the 100 year flood elevation shall be based on the 100 year, 24 hour storm using an appropriate safety factor for discharge into the sinkhole.

**Sec. 38-173. Drainage requirements.**

- (a) Private drainage systems, where drainage originates in its entirety on private property and terminates on same said property, shall be the sole responsibility of the owner.
- (b) Private drainage originating on private property and draining to an adjacent parcel of private property shall be resolved by the owners involved.
- (c) In cases where flooding stemming from the drainage system or streams are of significant magnitude, the health and welfare of private and/or public property may prompt the city to participate in mitigating the frequency and effects. All such projects shall meet with the approval of the director prior to implementation.
- (~~ed~~) The requirements of subsections (a) through (~~ec~~) of this section may be waived and emergency measures taken to protect the public safety during those circumstances in which, due to unforeseen events, development and/or acts of nature, the public welfare requires it. The director shall have the power to exercise all due discretion, judgment and executive directives to address any such situation and/or emergency.
- (~~fe~~) No watercourse shall be obstructed.
- (~~ef~~) Stormwater drainage shall not:
  - (1) Adversely impact adjacent properties or public rights-of-way;
  - (2) Circumvent stormwater management facilities for which that flow contribution was designed; or
  - (3) Be directed through a curb without a permit approved by the director.
- (h) Additional curbing to control stormwater shall be installed only with approval of the director.

**Secs. 38-174 - 38-198. Reserved.**

DIVISION 4 5. PERMITS

**Sec. 38-199. General requirements.**

Owners who hold NPDES general, individual and/or multisector permits shall provide either a copy of such permit or the permit number assigned to them by ~~the state department of environment and conservation~~ TDEC to the director no later than 60 calendar days after issuance of the permit.

**Secs. 38-200--38-224. Reserved.**

DIVISION 6. AS-BUILT CERTIFICATIONS

**Sec. 38-225. General requirements.**

- (a) Prior to the release of a performance bond required in section 38-~~347338~~, certificate of occupancy

or approval of final plat, an as-built certification shall be provided to the director, certifying that all drainage and treatment structures ~~or, stormwater management~~ facilities, BMPs, volumes, sizes, slopes, locations, elevations and hydraulic structures have been field verified, represent the as-built field conditions, and comply with the approved stormwater management plans, and that all required protective covenants have been properly filed with the appropriate register of deeds. Features such as roadway lines, grades, cross slopes, locations, contours, elevations, boundaries of buffer zones and areas that receive stormwater quality volume credits shall be provided to verify approved plans. Other contents of the as-built certification must be provided in accordance with guidance provided in the manual.

(b) As-built certifications shall include sufficient design information to show that stormwater management facilities required by this article will operate as approved. This shall include all necessary computations used to determine percent pollutant removal, the flow rates and treatment volumes required to size stormwater management facilities and BMPs.

(c) The as-built certification must be stamped by the appropriate design professional required to stamp the original plan, as stated in section 38-168(d).

(d) The owner shall also supply stormwater management facility certification forms, provided by the city, attesting that the facilities are constructed according to the approved design.

(e) The as-built certification, related forms, and associated onsite inspections will be used by the director to determine construction conformance of stormwater management facilities with the approved stormwater management plans. Where conformance is not achieved, corrective actions may be required in addition to enforcement measures established in division 10 of this chapter. Corrective actions may include, but are not limited to:

(1) resubmittal of stormwater management plans or as-built certifications or portions thereof that demonstrate the nonconforming facilities or features as constructed meet the requirements of this chapter and the manual;

(2) modification or reconstruction of the nonconforming facilities or features to meet the approved stormwater management plan;

(3) resubmittal and recording of facilities or features on required protective covenants and/or the plat;

**Secs. 38-226 - 38-252. Reserved.**

DIVISION 7. INSPECTIONS, OPERATION AND MAINTENANCE

**Sec. 38-253. Right-of-entry.**

(a) During and after construction, the director may enter upon any property which has a stormwater management facility, SCM, BMP, buffer zone, water quality volume credit area, discharges or contributes, or is believed to discharge or contribute, to stormwater runoff or the stormwater system, streams, natural drainage ways or via any other private or public stormwater management system during all reasonable hours to inspect for compliance with the provisions of this article, or to request or perform corrective actions.

(b) Failure of an owner to allow such entry onto a property for the purposes set forth in subsection (a) of this section shall be cause for the issuance of a cease and desist order, withholding of a certificate of occupancy, and/or civil penalties and/or damage assessments in accordance with division 10 of this article.

**Sec. 38-254. Requirements.**

(a) The owners of stormwater management facilities, BMPs, buffer zones, and water quality volume credit areas shall at all times inspect, properly operate, and maintain all facilities and systems of stormwater treatment and control (and related appurtenances), and all buffer zones and water quality volume credit areas in such a manner as to maintain ~~the full function of the facilities or BMP's which are installed or used by the owners to achieve compliance with this article~~ their full function as described in the approved as-built certification, or stormwater management plan if the as-built certification is not available.

(b) Inspection and maintenance of privately owned stormwater management facilities, BMP's, buffer zones and water quality volume credit areas shall be performed at the sole cost and expense of the owners of such facilities/areas.

(c) Inspection and maintenance shall be performed in accordance with specific requirements and guidance provided in the maintenance manual. Inspection and maintenance activities shall be documented by the owner or their designee, and such documentation shall be maintained by the owner for a minimum of ~~three~~ five years, and shall be made available for review by the director upon request.

(d) The director has the authority to impose more stringent inspection requirements as necessary for purposes of water quality protection and public safety.

(f) The removal of sediment and/or other debris from stormwater management facilities and BMP's shall be performed in accordance with all city, state, and federal laws. ~~Guidelines for sediment removal and disposal are referenced in the manual.~~ The director may stipulate additional guidelines if deemed necessary for public safety.

(g) The director may order corrective actions as are necessary to properly maintain and operate erosion prevention and sediment control measures, ~~BMP's~~BMPs, stormwater management facilities, buffer zones, and/or water quality volume credit areas within the city for the purposes of stormwater pollution prevention, water quality treatment, channel erosion protection, adherence to local performance standards and/or public safety. If the owner fails to perform corrective actions, the director shall have the authority to order the city or others to take corrective actions. In such cases where a performance bond exists, the city shall utilize the bond to perform the corrective actions. In such cases where a performance bond does not exist, the owner shall reimburse the city for all of its direct and related expenses. If the owner fails to reimburse the city, the city is authorized to file a lien for said costs against the property and to enforce the lien by judicial foreclosure proceedings.

(h) This article does not authorize access to adjoining private property by the owner or site operator. Arrangements concerning removal of sediment or pollutants on adjoining property must be settled by the owner or operator with the adjoining ~~land~~land owner.

**Sec. 38-255. Restrictions for buffer zones.**

Buffer zones are use restricted areas. The following activities, substances, facilities, and land uses are prohibited in a platted buffer zone:

(a) the installation of impervious surfaces not already included in an approved stormwater management plan, including but not limited to driveways, buildings, sheds, patios, storage facilities, pavement, decks, and pools;

(b) the storage and use of pesticides, herbicides, and fertilizers, except as provided by this chapter;

(c) Vehicle and equipment storage and maintenance;

(d) Wastes of any type, including areas or receptacles for waste dumping, receiving, storage, and transfer;

(e) Septic tanks and septic drain fields;

(f) Mining activities, borrow or fill pits, or similar areas or activities unless prior approval is granted by the director;

(g) Animal concentration areas where animals gather in groups for migration, breeding, feeding, or sheltering, including but not limited to kennels, pens, sheds, barns, holding areas, exercise, loafing, or feeding lots;

(h) Stormwater management facilities, except as allowed by the stormwater management manual;

(i) Other activities, substances, uses that are known or suspected to contribute pollutants to stormwater or waterways.

**Secs. 38-~~255~~256 - 38-280. Reserved.**

**DIVISION 8. PERMIT CONTROLS AND SYSTEM INTEGRITY**

**Sec. 38-281. General requirements.**

(a) Any alteration, improvement, or disturbance to stormwater management facilities, BMPs, buffer zones, or water quality volume credit areas shown in as-built drawings shall be prohibited without written authorization from the director. This does not include alterations that must be made in order to maintain the intended performance of the stormwater management facilities or BMPs.

(b) Other state and/or federal permits that may be necessary for construction in and around streams and/or wetlands shall be approved through the appropriate lead regulatory agency prior to submittal of a stormwater management plan to the city.

**Secs. 38-282 - 38-304. Reserved.**

**DIVISION 9. NONSTORMWATER DISCHARGES**

**Sec. 38-305. General requirements.**

(a) Except as set out in subsection (b) of this section, no owner shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. The commencement, conduct, or continuance of any non-stormwater discharge to the municipal separate storm sewer system, whether intentional or not, is prohibited.

(b) For purposes of this article, the following are not illicit discharges unless identified as significant contributors of pollutants to the municipal separate storm sewer system:

- (1) Landscape irrigation or lawn watering with potable water;
- (2) Diverted stream flows permitted by the state;
- (3) Rising groundwater;
- (4) Groundwater infiltration (as defined at 40 CFR 35.2005(20)) to separate storm sewers;
- (5) Uncontaminated pumped groundwater;
- (6) Foundation or footing drains;
- (7) Water discharged from crawl space pumps;
- (8) Air conditioning condensate;
- (9) Springs;
- (10) Individual, residential washing of vehicles;
- (11) Flows from natural riparian habitat or wetlands;
- (12) Swimming pools (if dechlorinated, less than one part per million chlorine);
- (13) Street cleaning and deicing;
- (14) Discharges from firefighting activities;
- (15) Pursuant to a valid and effective NPDES permit issued by the state;
- (16) Discharges necessary to protect public health and safety, as specified in writing by the city;
- (17) Dye testing permitted by the city;
- (18) Water line flushing or other potable water sources;
- (19) Natural riparian habitat or wetland flows; and
- (20) Discharges authorized by the [Construction General Permit \(CGP\)-CGP](#).

**Sec. 38-306. Prohibition of illicit connections.**

The construction, use, maintenance, and continued existence of illicit connections to the municipal separate storm sewer system are prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, even if the connection was permissible under law or practices applicable or prevailing at the time.

**Sec. 38-307. Elimination of discharges or connections.**

- (a) Any owner of a property, which is, or may be, the source of an illicit discharge, may be required to implement, at such owner's expense, the BMPs necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system.
- (b) Any owner of a property or premises where an illicit connection is located shall be required, at such owner's expense, to eliminate the connection to the municipal separate storm sewer system.
- (c) Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this article.
- (d) No person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the city.

**Sec. 38-308. Notification of spills.**

- (a) Notwithstanding other [requirementrequirements](#) of law, when any owner or tenant, or agent thereof or any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of a pollutant which results in, or may result in, a discharge into stormwater and/or the municipal separate stormwater system, such person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.
- (b) When any owner or tenant, or agent thereof or any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of hazardous substance such person shall immediately notify emergency response agencies of the occurrence by emergency dispatch services, and shall notify the director no later than the next business day of the release of hazardous materials.
- (c) When any owner or tenant, or agent thereof or any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of nonhazardous substance such person shall notify the director no later than the next business day.
- (d) Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the director within three business days of the telephone notice.
- (e) If the discharge of a pollutant emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the

actions taken to prevent its recurrence. Such records shall be retained for at least three years.

(f) Documented illicit discharges shall be responded to no more than seven days from detection, and eliminated as soon as possible.

**Sec. 38-309. Actions in violation of the city's NPDES permit.**

Notwithstanding any other provision in this article, no person or entity shall allow any discharge into the municipal separate storm sewer system that would be a violation of the city's NPDES general permit for discharges from small municipal separate storm sewer system or would cause the city to be in violation of its permit.

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

DIVISION 10. ENFORCEMENT

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

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

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

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

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

An owner that has been issued an assessment of damages or civil penalty or order under this article may within ten days from such action submit a written request to appear before the director and show cause why the proposed enforcement action should not be taken. Upon receipt ~~by the director~~ of a timely request for a show cause hearing the director shall within a reasonable time notify the owner of the time and place for the hearing. In the written request for a show cause hearing the owner is responsible for providing the director ~~an a postal~~ address, email address, ~~or fax number, or such for the receipt of the to which~~ notice of the show cause hearing. ~~A show cause hearing shall not can be a bar against or prerequisite for the director taking any other action against the owner, but, except as otherwise provided by section 38-346, and delivered. An offer of a show cause hearing by the director shall be made by the director before taking further action on the administrative order or assessment of damages or civil penalties, but shall not be a bar against, or prerequisite for, the director pursuing Emergency Suspension action per Section 38-337..~~

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

(a) Except in emergency suspensions pursuant to section 38-~~346~~337, any owner against whom an assessment for damages or civil penalty or order has been made for a violation of this article, or a permit denied, revoked, suspended by the director, shall have 30 days after having been notified of the assessment or order, or after a permit has been denied, revoked or suspended, to appeal the action to the stormwater appeals board by filing with the city recorder a written petition for appeal setting forth the grounds and reasons for the appeal, and the owner shall serve a copy of the petition for appeal on the director. The failure to serve the city recorder within 30 days with the written petition for appeal is jurisdictional, and if an appeal is not taken within ~~the~~ 30 days the matter shall be final.

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

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

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

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

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

(3) In connection with the hearing, subpoenas shall be issued in response to any reasonable request

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

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

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

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

(6) Any person to whom an emergency order is directed pursuant to section 38-~~346337~~ shall comply therewith immediately, but on petition to the appeals board shall be afforded a hearing not later than three working days from the receipt of such petition.

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

(a) Pursuant to T.C.A. § 68-221-1106(a), any owner in violation of the provisions of this article shall be subject to a civil penalty of not less than \$50.00 or more than \$5,000.00 per day for each day of violations. Each day of violation may constitute a separate violation. This penalty may be determined by application of the enforcement response plan as defined in section 38-~~344332~~.

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

(c) In determining the amount of the penalty to assess, the director shall consider the factors listed in section 38-~~345336~~, the enforcement response plan and may consider all relevant circumstances, including but not limited to the extent of harm caused by the violation, the magnitude and duration of the violation, the compliance history of the owner and any other factor provided by law.

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

Civil penalties shall be assessed in the following manner:

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

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

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

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

a. The harm done to the public health or the environment;

b. Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;

c. The economic benefit gained by the violator;

d. The amount of effort put forth by the violator to remedy this violation;

e. Any unusual or extraordinary enforcement costs incurred by the city;

f. The amount of penalty established by ordinance or resolution for specific categories of violations; and

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

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

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

to TDEC.

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

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

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

(c) An owner that is responsible, in whole or in part, for any discharge or connection presenting imminent danger to the public health, safety or welfare; the health of animals, fish or aquatic life, or a public water supply; shall submit a detailed written statement, describing the causes of the harmful discharge or connection and the measures taken to prevent any future occurrence, to the director prior to the date of any show cause hearing under section 38-~~342~~333.

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

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

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

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

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

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

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

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

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

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

The appeals board may grant an additional continuance and stay beyond that set out in section 38-



| [343334](#) upon the request of an owner and upon the posting of an appeal bond payable to the city in a sum to be determined by the director as necessary to protect the interests of the city.

| **Sec. 38-341. Appeal and judicial review.**

The alleged violator may appeal a decision of the appeals board pursuant to the provisions of T.C.A. § 27-8-101 et seq.



**AGENDA ACTION FORM**

**Consideration of a Budget Ordinance for Various Funds FY24**

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

Action Form No.: AF-227-2024  
Work Session: August 5, 2024  
First Reading: August 6, 2024  
Final Adoption: August 20, 2024  
Staff Work By: John Morris  
Presentation By: Chris McCartt

**Recommendation:**

Approve the Budget Ordinance.

**Executive Summary:**

The Urban Mass Transit Asst Project Fund is being amended by adjusting various revenue and expense lines to actual and by transferring \$28,802 from the TN-2017-039-00 project (FTA039) to the Transit Cares project (FTA022).

The General Project Fund is being amended by transferring \$1,850 from the Facility Maint & Improve project (GP1903) to the Faci Maint-Improv HVAC project (GP2009). Close GP1903.

The Meadowview Conference Center Fund is being increased by increasing various revenue lines by a total of \$30,898 and the To Meadowview Project Fund line by \$30,898.

The Meadowview Project Fund is being amended by accepting a contribution from Eastman for the purchase of a Cooling Tower in the amount of \$212,300 to the Meadowview Equipment project (MV2300), by transferring \$19,163 from the Meadowview Roof project (MV2000) to the Meadowview Equipment project (MV2300), and by allocating \$30,898 from the Meadowview Conference Center Fund to the Meadowview Equipment project (MV2300).

**Attachments:**

- 1. Budget Ordinance

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

ORDINANCE NO.

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

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

SECTION I. That the Urban Mass Transit Asst Project Fund be amended by increasing various revenue and expense lines by \$507,348 within the TN-2017-039-00 project (FTA039) and by transferring \$28,802 from the TN-2017-039-00 project (FTA039) to the Transit Cares project (FTA022).

SECTION II. That the General Project Fund be amended by transferring \$1,850 from the Facility Maint & Improve project (GP1903) to the Faci Maint-Improv HVAC project (GP2009). Close GP1903.

SECTION III. That the Meadowview Conference Center Fund be amended by increasing various revenue lines by a total of \$30,898 and the Meadowview Project Fund line by \$30,898.

SECTION IV. That the Meadowview Project Fund be amended by accepting a contribution from Eastman for the purchase of a Cooling Tower in the amount of \$212,300 to the Meadowview Equipment project (MV2300), by transferring \$19,163 from the Meadowview Roof project (MV2000) to the Meadowview Equipment project (MV2300), and by allocating \$30,898 from the Meadowview Conference Center Fund to the Meadowview Equipment project (MV2300). Close MV2000.

**Account Number/Description:**

**Urban Mass Transit Asst Project Fund: 123**

**TN-2017-039-00 (FTA039)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	1,222,312	5,249	1,227,561
123-0000-332.90-00 Department of Transportation	432,656	434,305	866,961
123-0000-365.20-09 Bus Fares TN-90-X150	62,000	20,587	82,587
123-0000-365.21-10 ADA Paratransit	28,000	22,707	50,707
123-0000-368.15-00 Rental of Land & Building	49,000	24,500	73,500
123-0000-391.01-00 From General Fund	432,656	(28,802)	403,854
<b>Total:</b>	<b>2,226,624</b>	<b>478,546</b>	<b>2,705,170</b>

**Expenditures:**

	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	857,195	406,927	1,264,122
123-5901-602.10-11 Overtime	25,000	37,352	62,352
123-5901-602.10-20 Social Security	68,329	21,117	89,446
123-5901-602.10-30 Group Health Insurance	125,000	67,157	192,157
123-5901-602.10-40 Retirement	75,000	66,114	141,114
123-5901-602.10-50 Life Insurance	2,000	10	2,010
123-5901-602.10-52 Long Term Disability Ins	2,000	(472)	1,528
123-5901-602.10-60 Workmen's Compensation	32,000	(30,783)	1,217
123-5901-602.10-61 Unemployment Insurance	2,000	(189)	1,811
123-5901-602.20-10 Advertising & Publication	15,000	(13,863)	1,137

123-5901-602.20-11 Printing & Binding	11,000	(2,581)	8,419
123-5901-602.20-20 Professional/Consultant	4,000	(23)	3,977
123-5901-602.20-21 Accounting & Auditing	5,000	(1,050)	3,950
123-5901-602.20-30 Electric Service	8,500	5,616	14,116
123-5901-602.20-33 Water & Sewer	6,000	(3,744)	2,256
123-5901-602.20-34 Telephone	7,571	(2,444)	5,127
123-5901-602.20-36 Natural Gas	4,000	521	4,521
123-5901-602.20-40 Travel Expense	12,000	6,492	18,492
123-5901-602.20-41 Registration Fees/Tuition	4,000	(3,751)	249
123-5901-602.20-42 Personal Vehicle Reimburs	300	(300)	0
123-5901-602.20-43 Dues & Memberships	8,500	2,660	11,160
123-5901-602.20-44 Literature/Subscriptions	1,000	608	1,608
123-5901-602.20-45 Training	3,000	(3,000)	0
123-5901-602.20-52 Medical Services	2,000	(730)	1,270
123-5901-602.20-54 Equipment Rental	5,000	(886)	4,114
123-5901-602.20-55 Repairs & Maintenance	10,000	(4,269)	5,731
123-5901-602.20-56 Repairs & Maint-Vehicles	250,000	54,451	304,451
123-5901-602.20-57 Computer Repairs & Maint	1,429	71	1,500
123-5901-602.20-69 Stormwater Fee Expense	300	34	334
123-5901-602.20-75 Temporary Employees	8,000	3,626	11,626
123-5901-602.20-99 Miscellaneous	60,000	65,839	125,839
123-5901-602.30-10 Office Supplies	10,000	(4,041)	5,959
123-5901-602.30-11 Postage	1,000	(299)	701
123-5901-602.30-12 Food	2,000	1,409	3,409
123-5901-602.30-20 Operating Supplies & Tool	14,000	(3,640)	10,360
123-5901-602.30-22 Maintenance Supplies	7,000	1,424	8,424
123-5901-602.30-26 Sign Parts & Supplies	5,000	(4,865)	135
123-5901-602.30-29 Clothing & Uniforms	12,000	(900)	11,100
123-5901-602.30-44 Motor Pool Charges	500	(500)	0
123-5901-602.50-10 Buildings	3,000	(3,000)	0
123-5901-602.50-12 Liability	4,000	(4,000)	0
123-5901-602.50-26 Vehicle Ins Chgd by FLM	3,000	1,448	4,448
123-5902-602.20-56 Repairs & Maint-Vehicles	175,000	(175,000)	0
123-5902-602.90-06 Purchases \$5,000 & Over	375,000	0	375,000
<b>Total:</b>	<b>2,226,624</b>	<b>478,546</b>	<b>2,705,170</b>

**Transit Cares (FTA022)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	2,414,374	0	2,414,374
123-0000-332.90-00 Department of Transportation	1,687,952	0	1,687,952
123-0000-365.20-09 Bus Fares TN-90-X150	100,000	0	100,000
123-0000-365.21-10 ADA Paratransit	65,000	0	65,000
123-0000-368.15-00 Rental of Land & Building	140,000	0	140,000
123-0000-391.01-00 From General Fund	824,387	28,802	853,189
<b>Total:</b>	<b>5,231,713</b>	<b>28,802</b>	<b>5,260,515</b>

**Expenditures:**

	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	2,503,532	0	2,503,532
123-5901-602.10-11 Overtime	133,447	0	133,447
123-5901-602.10-20 Social Security	182,670	0	182,670

123-5901-602.10-30 Group Health Insurance	343,458	0	343,458
123-5901-602.10-41 TCRS Retirement	191,412	0	191,412
123-5901-602.10-42 TCRS Hybrid Retirement	29,981	0	29,981
123-5901-602.10-43 ICMA Retirement	77,993	0	77,993
123-5901-602.10-50 Life Insurance	4,942	0	4,942
123-5901-602.10-52 Long Term Disability Ins	4,991	0	4,991
123-5901-602.10-60 Workmen's Compensation	3,774	0	3,774
123-5901-602.10-61 Unemployment Insurance	4,000	0	4,000
123-5901-602.20-10 Advertising & Publication	5,000	0	5,000
123-5901-602.20-11 Printing & Binding	29,250	0	29,250
123-5901-602.20-20 Professional/Consultant	61,400	0	61,400
123-5901-602.20-21 Accounting & Auditing	6,000	0	6,000
123-5901-602.20-30 Electric Service	51,200	0	51,200
123-5901-602.20-33 Water & Sewer	6,996	0	6,996
123-5901-602.20-34 Telephone	15,600	0	15,600
123-5901-602.20-36 Natural Gas	9,267	0	9,267
123-5901-602.20-40 Travel Expense	17,400	0	17,400
123-5901-602.20-41 Registration Fees/Tuition	7,800	0	7,800
123-5901-602.20-42 Personal Vehicle Reimburs	600	0	600
123-5901-602.20-43 Dues & Memberships	25,500	0	25,500
123-5901-602.20-44 Literature/Subscriptions	6,300	0	6,300
123-5901-602.20-45 Training	7,800	0	7,800
123-5901-602.20-52 Medical Services	2,100	0	2,100
123-5901-602.20-54 Equipment Rental	21,686	0	21,686
123-5901-602.20-55 Repairs & Maintenance	44,400	0	44,400
123-5901-602.20-56 Repairs & Maint-Vehicles	682,198	28,802	711,000
123-5901-602.20-69 Stormwater Fee Expense	3,637	0	3,637
123-5901-602.20-75 Temporary Employees	11,600	0	11,600
123-5901-602.20-99 Miscellaneous	579,606	0	579,606
123-5901-602.30-10 Office Supplies	13,500	0	13,500
123-5901-602.30-11 Postage	2,626	0	2,626
123-5901-602.30-12 Food	3,333	0	3,333
123-5901-602.30-20 Operating Supplies & Tool	26,944	0	26,944
123-5901-602.30-22 Maintenance Supplies	35,105	0	35,105
123-5901-602.30-26 Sign Parts & Supplies	18,561	0	18,561
123-5901-602.30-29 Clothing & Uniforms	20,195	0	20,195
123-5901-602.30-44 Motor Pool Charges	1,810	0	1,810
123-5901-602.30-68 Covid-19	7,729	0	7,729
123-5901-602.40-68 Covid-19	7,690	0	7,690
123-5901-602.50-10 Buildings	6,180	0	6,180
123-5901-602.50-26 Vehicle Ins Chgd by FLM	12,500	0	12,500
<b>Total:</b>	<b>5,231,713</b>	<b>28,802</b>	<b>5,260,515</b>

**General Project Fund: 311**

**Account Number/Description:**

**Facility Maint & Improve (GP1903)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	21,000	0	21,000
311-0000-368.10-56 GO Bonds Series 2018 A	420,809	(1,850)	418,959
311-0000-368.21-01 Premium from Bond Sale	15,634	0	15,634
<b>Total:</b>	<b>457,443</b>	<b>(1,850)</b>	<b>455,593</b>

**Expenditures:**

311-0000-601.40-41 Bond Sale Expense	9,774	0	9,774
311-0000-601.90-03 Improvements	447,669	(1,850)	445,819
<b>Total:</b>	<b>457,443</b>	<b>(1,850)</b>	<b>455,593</b>

**Faci Maint-Improv HVAC (GP2009)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvement	440,452	0	440,452
311-0000-368.21-01 Premium From Bond Sale	39,590	0	39,590
311-0000-368.10-56 GO Bonds Series 2018 A	0	1,850	1,850
311-0000-391.01-00 From General Fund	295,680	0	295,680
<b>Total:</b>	<b>775,722</b>	<b>1,850</b>	<b>777,572</b>

**Expenditures:**

311-0000-601.20-22 Construction Contracts	296,822	1,850	298,672
311-0000-601.20-23 Arch/Eng/Landscaping	15,875	0	15,875
311-0000-601.40-41 Bond Sale Expense	5,042	0	5,042
311-0000-601.90-03 Improvements	457,983	0	457,983
<b>Total:</b>	<b>775,722</b>	<b>1,850</b>	<b>777,572</b>

**Meadowview Conference Center Fund: 420**

**Account Number/Description:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
420-0000-361.10-00 Earning on Investments	11,154	631	11,785
420-0000-361.22-01 FF&E Sinking Fund	39,266	3,551	42,817
420-0000-361.22-05 Int LGIP GO Bonds	7,765	293	8,058
420-0000-361.22-06 Lost Rev & Tax Bonds	373	39	412
420-0000-364.20-00 From Corporations	0	8,065	8,065
420-0000-375.60-01 Furn/Fixtures & Eqpt Fees	158,308	15,989	174,297
420-0000-375.60-02 Room Surcharge	138,524	2,330	140,854
420-0000-391.25-00 From Regional Sales Tax	2,257,010	0	2,257,010
<b>Total:</b>	<b>2,612,400</b>	<b>30,898</b>	<b>2,643,298</b>

**Expenditures:**

420-6996-696.76-04 Meadowview Project Fund	0	30,898	30,898
<b>Total:</b>	<b>0</b>	<b>30,898</b>	<b>30,898</b>

**Fund 454: Meadowview Project Fund**

**Meadowview Roof (MV2000)**

<b><u>Expenditures:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
454-0000-391.05-56 Series 2019 GO Improvment	350,000	(19,163)	330,837
454-0000-391.05-69 GO Bonds Series 2021	739,633	0	739,633
<b>Total:</b>	<b>1,089,633</b>	<b>(19,163)</b>	<b>1,070,470</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
454-0000-601.20-22 Construction Contracts	1,034,489	(47,987)	986,502
454-0000-601.20-23 Arch/Eng/Landscaping Serv	55,144	28,824	83,968
<b>Total:</b>	<b>1,089,633</b>	<b>19,163</b>	<b>1,070,470</b>

**Meadowview Equipment (MV2300)**

<b><u>Expenditures:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
454-0000-364.20-00 From Corporations	0	212,300	212,300
454-0000-391.05-56 Series 2019 GO Improvment	0	19,163	19,163
454-0000-391.05-69 GO Bonds Series 2021	162,500	0	162,500
454-0000-391.49-00 Meadowview Conference CT	0	30,898	30,898
<b>Total:</b>	<b>162,500</b>	<b>262,361</b>	<b>424,861</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
454-0000-601.90-03 Improvements	162,500	262,361	424,861
<b>Total:</b>	<b>162,500</b>	<b>262,361</b>	<b>424,861</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



**AGENDA ACTION FORM**

**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-229-2024	Final Adoption:	August 20, 2024
Work Session:	August 5, 2024	Staff Work By:	John Morris
First Reading:	August 6, 2024	Presentation By:	Chris McCartt

**Recommendation:**

Approve the Budget Ordinance.

**Executive Summary:**

The General Fund is being amended by transferring \$175,000 from the Repairs & Maint-Vehicles line (110-4810-481.20-56) to the To Gen Proj-Special Rev line (110-4804-481.70-35) to be allocated to the Concrete Roads/Sidewalks project (NC2501).

The General Project-Special Revenue Fund is being amended by allocating \$175,000 from the General Fund to the Concrete Roads/Sidewalks project (NC2501), by accepting a grant from the TN Department of Agriculture to the Farmers Market Advertising project (NC2112) in the amount of \$1,500, and by accepting a grant from the Tennessee Arts Commission to the TAC Partnership Support project (NC2502) in the amount of \$19,100.

The General Project Fund is being amended by accepting \$5,600,000 from Sullivan County for the Justice Center Expansion project (GP2402) and by transferring \$70,000 from the Justice Center Expansion project (GP2402) to the Parking Garage project (GP2501).

The Solid Waste Fund is being amended by increasing the Fund Balance Appropriations line (415-0000-392.01-00) and the Solid Waste Project Fund line (415-6996-696.76-03) by \$26,697 to be allocated to the Solid Waste Carts project (DL2301) for the purchase of Bear Carts.

The Solid Waste Project Fund is being amended by allocating \$26,697 from the Solid Waste fund to the Solid Waste Carts project (DL2301), and by transferring \$50,000 from the Demolition Landfill project (DL2300) to the Sanitation Site Improvements project (DL2200).

**Attachments:**

- 1. Budget Ordinance

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

Item IX4.



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 transferring \$175,000 from the Repairs & Maint-Vehicles line (110-4810-481.20-56) to the To Gen Proj-Special Rev line (110-4804-481.70-35) to be allocated to the Concrete Roads/Sidewalks project (NC2501).

SECTION II. That the General Project-Special Revenue Fund be amended by allocating \$175,000 from the General Fund to the Concrete Roads/Sidewalks project (NC2501), by accepting a grant from the TN Department of Agriculture to the Farmers Market Advertising project (NC2112) in the amount of \$1,500, and by accepting a grant from the Tennessee Arts Commission to the TAC Partnership Support project (NC2502) in the amount of \$19,100.

SECTION III. That the General Project Fund be amended by accepting \$5,600,000 from Sullivan County to the Justice Center Expansion project (GP2402) and by transferring \$70,000 from the Justice Center Expansion project (GP2402) to the Parking Garage project (GP2501).

SECTION IV. That the Solid Waste Fund be amended by increasing the Fund Balance Appropriations line (415-0000-392.01-00) and the Solid Waste Project Fund line (415-6996-696.76-03) by \$26,697 to be allocated to the Solid Waste Carts project (DL2301) for the purchase of Bear Carts.

SECTION V. That the Solid Waste Project Fund be amended by allocating \$26,697 from the Solid Waste fund to the Solid Waste Carts project (DL2301), and by transferring \$50,000 from the Demolition Landfill project (DL2300) to the Sanitation Site Improvements project (DL2200).

**Account Number/Description:**

**General Fund Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-4804-481.70-35 To Gen Proj-Spec Rev	2,700,000	175,000	2,875,000
110-4810-481.20-56 Repairs & Maint-Vehicles	191,600	(175,000)	16,600
<b>Total:</b>	<b>2,891,600</b>	<b>0</b>	<b>2,891,600</b>

**Account Number/Description:**

**Fund 111: Gen Project-Special Revenue Fund Concrete Roads/Sidewalks (NC2501)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	0	175,000	175,000
<b>Total:</b>	<b>0</b>	<b>175,000</b>	<b>175,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-22 Construction Contracts	0	175,000	175,000
<b>Total:</b>	<b>0</b>	<b>175,000</b>	<b>175,000</b>

<b><u>Farmers Market Advertising (NC2112)</u></b>			
	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>			
111-0000-332.61-00 TN Dept of Agriculture	\$ 2,500	\$ 1,500	\$ 4,000
<b>Total:</b>	<b>2,500</b>	<b>1,500</b>	<b>4,000</b>

<b><u>Expenditures:</u></b>			
111-0000-601.20-10 Advertising & Publication	\$ 2,500	\$ 1,500	\$ 4,000
<b>Total:</b>	<b>2,500</b>	<b>1,500</b>	<b>4,000</b>

<b><u>TAC Creative Partnership Support (NC2502)</u></b>			
	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>			
111-0000-332.32-00 TN Arts Commission	\$ 0	\$ 19,100	\$ 19,100
<b>Total:</b>	<b>0</b>	<b>19,100</b>	<b>19,100</b>

<b><u>Expenditures:</u></b>			
111-0000-601.20-20 Professional/Consultant	\$ 0	\$ 19,100	\$ 19,100
<b>Total:</b>	<b>0</b>	<b>19,100</b>	<b>19,100</b>

**General Project Fund: 311**

**Account Number/Description:**

**Justice Center Expansion (GP2402)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>			
311-0000-333.40-00 Justice Center	\$ 0	\$ 5,600,000	\$ 5,600,000
311-0000-368.10-72 GO Bonds Series 2023	13,195,718	(68,227)	13,127,491
311-0000-368.21-01 Premium From Bond Sale	342,926	(1,773)	341,153
<b>Total:</b>	<b>13,538,644</b>	<b>5,530,000</b>	<b>19,068,644</b>

<b><u>Expenditures:</u></b>			
311-0000-601.20-22 Construction Contracts	\$ 13,400,000	\$ 5,530,000	\$ 18,930,000
311-0000-601.40-41 Bond Sale Expense	138,644	0	138,644
<b>Total:</b>	<b>13,538,644</b>	<b>5,530,000</b>	<b>19,068,644</b>

**Parking Garage (GP2501)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>			
311-0000-368.10-72 GO Bonds Series 2023	\$ 0	\$ 68,227	\$ 68,227
311-0000-368.21-01 Premium From Bond Sale	0	1,773	1,773
<b>Total:</b>	<b>0</b>	<b>70,000</b>	<b>70,000</b>

<b><u>Expenditures:</u></b>			
311-0000-601.90-03 Improvements	\$ 0	\$ 70,000	\$ 70,000
<b>Total:</b>	<b>0</b>	<b>70,000</b>	<b>70,000</b>

**Solid Waste Fund: 415**

**Account Number/Description:**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
415-0000-392.01-00 Fund Balance Appropriations	\$ 61,632	\$ 26,697	\$ 88,329
<b>Total:</b>	<b>61,632</b>	<b>26,697</b>	<b>88,329</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
415-6996-696.76-03 Solid Waste Project Fund	\$ 0	\$ 26,697	\$ 26,697
<b>Total:</b>	<b>0</b>	<b>26,697</b>	<b>26,697</b>

**Account Number/Description:**

**Solid Waste Project Fund: 455**

**Solid Waste Carts (DL2301)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
455-0000-391.13-00 From Solid Waste Fund	\$ 100,000	\$ 26,697	\$ 126,697
<b>Total:</b>	<b>100,000</b>	<b>26,697</b>	<b>126,697</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
455-0000-601.90-04 Equipment	\$ 100,000	\$ 26,697	\$ 126,697
<b>Total:</b>	<b>100,000</b>	<b>26,697</b>	<b>126,697</b>

**Demolition Landfill (DL2300)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
455-0000-391.13-00 From Solid Waste Fund	\$ 149,498	\$ (50,000)	\$ 99,498
<b>Total:</b>	<b>149,498</b>	<b>(50,000)</b>	<b>99,498</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
455-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 149,498	\$ (50,000)	\$ 99,498
<b>Total:</b>	<b>149,498</b>	<b>(50,000)</b>	<b>99,498</b>

**Sanitation Site Improvements (DL2200)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
455-0000-391.13-00 From Solidwaste Mgmt Fund	\$ 638,400	\$ 50,000	\$ 688,400
<b>Total:</b>	<b>638,400</b>	<b>50,000</b>	<b>688,400</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
455-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 638,400	\$ 50,000	\$ 688,400
<b>Total:</b>	<b>638,400</b>	<b>50,000</b>	<b>688,400</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend Zoning of Tax Map 077H, Parcel 001.10 and a portion of Parcel 002.00 Located Along Riverbend Drive from the B-4P, Planned Business District to PD, Planned Development District**

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

Action Form No.: AF-199-2024  
Work Session: July 15, 2024  
First Reading: July 16, 2024  
Final Adoption: August 6, 2024  
Staff Work By: Jessica McMurray  
Presentation By: J. McMurray

**Recommendation:**

Approve ordinance amending the zoning ordinance to rezone Tax Map 077H, Parcel 001.10 and a portion of Parcel 002.00 located along Riverbend Drive from the B-4P, Planned Business District to PD, Planned Development District

**Executive Summary:**

This is an owner-requested rezoning of approximately 5.63 acres located along Riverbend Drive from the B-4P zone to the PD zone. The purpose of the rezoning is to facilitate construction of a new townhome development. Minor opposition to this item was received during the Planning Commission meeting. Several residents of the adjacent Cliffside neighborhood cited concerns about a nearby sinkhole, increased traffic, and sanitary sewer capacity. Staff met on site with the Cliffside residents to gain a firm understanding of their concerns and communicated these concerns to the developer. Staff also discussed traffic and sewer connections citing no negative impact. During their June 2024 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 5-0. The notice of public hearing was published on June 24, 2024.

**Attachments:**

- 1. Zoning Ordinance

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

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG RIVERBEND DRIVE FROM THE B-4P, PLANNED BUSINESS DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Riverbend Drive from the B-4P, Planned Business District to the PD, Planned Development District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT AN IRON ROD SET IN THE ROW OF RIVER BEND DRIVE AND BEING A CORNER WITH DT RETAIL PROPERTIES, LLC ; THENCE WITH THE ROW OF RIVER BEND DRIVE S 50°56'16" W A DISTANCE OF 124.99' TO AN IRON ROD; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 32.84', WITH A RADIUS OF 260.00', WITH A CHORD BEARING OF S 47°17'11" W, WITH A CHORD LENGTH OF 32.82' TO AN IRON ROD; THENCE S 43°40'06" W A DISTANCE OF 272.21' TO AN IRON ROD; THENCE LEAVING THE ROW OF RIVER BEND DRIVE N 30°25'53" W A DISTANCE OF 375.06' TO AN IRON ROD BEING A CORNER WITH LOT 19 OF THE CLIFFSIDE DEVELOPMENT; THENCE WITH THE PROPERTY LINE OF THE CLIFFSIDE DEVELOPMENT N 50°48'09" E A DISTANCE OF 371.07' TO AN IRON ROD BEING A CORNER TO DT RETAIL PROPERTIES, LLC; THENCE WITH THE DT RETAIL PROPERTIES, LLC LINE S 39°07'32" E A DISTANCE OF 335.06' TO AN IRON ROD; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 3.165 ACRES

PORTION OF PARCEL 002.00

BEGINNING AN IRON ROD SET WITH THE CORNER OF THE MURPHY OIL USA INC. AND THE ROW OF RIVER BEND DRIVE, THENCE WITH THE LINE OF MURPHY OIL USA INC. S 38°39'11" E A DISTANCE OF 216.23' TO AN IRON ROD; THENCE LEAVING THE MURPHY OIL USA LINE S 54°45'16" W A DISTANCE OF 561.79' TO A POINT IN THE LINE OF LOT 7; THENCE WITH THE LINE OF LOT 7 N 35°17'55" W A DISTANCE OF 154.39' TO AN IRON ROD SET IN THE ROW OF RIVER BEND DRIVE; THENCE ALONG THE ROW OF RIVER BEND DRIVE N 43°40'06" E A

DISTANCE OF 180.56' TO AN IRON ROD; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 25.19', WITH A RADIUS OF 200.00', WITH A CHORD BEARING OF N 47°16'35" E, WITH A CHORD LENGTH OF 25.18' TO AN IRON ROD; THENCE N 50°53'05" E A DISTANCE OF 347.72' TO AN IRON ROD SET WITH THE CORNER OF THE MURPHY OIL USA INC. LINE; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 2.466 ACRES

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



**AGENDA ACTION FORM**

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

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

Action Form No.: AF-207-2024  
Work Session: July 15, 2024  
First Reading: July 16, 2024

**Final Adoption: August 6, 2024**  
Staff Work By: John Morris  
Presentation By: Chris McCartt

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**Recommendation:**  
Approve the Budget Ordinance.

**Executive Summary:**  
The Urban Mass Transit Assistance Fund is being amended by appropriating \$598,708 from the Federal Transit Administration (80%), \$71,025 from the Tennessee Department of Transportation (10%), and \$71,025 from the General Fund (10%) for a total of \$740,758 to the Vehicle Replacement project (FTA028) and by appropriating \$496,995 from the Federal Transit Administration to the Transit ARP project (FTA026) for public transit operation and capital expenditures.

The Water Project Fund is being amended by transferring \$1,475,000 from the Distribution Upgrades project (WA2403) to the Sullivan County Upgrades project (WA2304).

**Attachments:**  
1. Budget Ordinance

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



ORDINANCE NO.

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

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

SECTION I. That the Urban Mass Transit Asst Project Fund be amended by appropriating \$598,708 from the Federal Transit Administration, \$71,025 from the Tennessee Department of Transportation, and \$71,025 from the General Fund to the Vehicle Replacement project (FTA028) and by appropriating American Rescue Plan dollars from the Federal Transit Administration in the amount \$496,995 to the Transit ARP project (FTA026).

SECTION II. That the Water Project Fund be amended by transferring \$1,475,000 from the Distribution System Upgrades project (WA2403) to the Sullivan County Water Upgrades project (WA2304).

**Account Number/Description:**

**Urban Mass Transit Asst Project Fund: 123**

**Vehicle Replacement (FTA028)**

<b><u>Revenues:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	0	598,708	598,708
123-0000-332.90-00 Department of Transportation	0	71,025	71,025
123-0000-391.01-00 From General Fund	0	71,025	71,025
<b>Total:</b>	<b>0</b>	<b>740,758</b>	<b>740,758</b>

**Expenditures:**

123-5901-602.90-06 Purchases \$5,000 & Over	0	740,758	740,758
<b>Total:</b>	<b>0</b>	<b>740,758</b>	<b>740,758</b>

**Transit ARP (FTA026)**

<b><u>Revenues:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
123-0000-332.90-00 Department of Transportation	0	496,995	496,995
<b>Total:</b>	<b>0</b>	<b>496,995</b>	<b>496,995</b>

**Expenditures:**

123-5901-602.10-10 Salaries & Wages	0	236,500	236,500
123-5901-602.10-11 Overtime	0	13,300	13,300
123-5901-602.10-20 Social Security	0	17,200	17,200
123-5901-602.10-30 Group Health Insurance	0	46,600	46,600
123-5901-602.10-41 TCRS Retirement	0	22,600	22,600
123-5901-602.10-42 TCRS Hybrid Retirement	0	2,800	2,800
123-5901-602.10-43 ICMA Retirement	0	7,200	7,200
123-5901-602.10-50 Life Insurance	0	600	600
123-5901-602.10-52 Long Term Disability Ins	0	400	400
123-5901-602.10-60 Workmen's Compensation	0	2,500	2,500
123-5901-602.10-61 Unemployment Insurance	0	950	950
123-5901-602.20-10 Advertising & Publication	0	200	200

123-5901-602.20-11 Printing & Binding	0	1,200	1,200
123-5901-602.20-30 Electric Service	0	4,600	4,600
123-5901-602.20-33 Water & Sewer	0	900	900
123-5901-602.20-34 Telephone	0	800	800
123-5901-602.20-36 Natural Gas	0	900	900
123-5901-602.20-40 Travel Expense	0	3,600	3,600
123-5901-602.20-41 Registration Fees/Tuition	0	900	900
123-5901-602.20-43 Dues & Memberships	0	400	400
123-5901-602.20-44 Literature/Subscriptions	0	500	500
123-5901-602.20-45 Training	0	700	700
123-5901-602.20-52 Medical Services	0	200	200
123-5901-602.20-54 Equipment Rental	0	1,200	1,200
123-5901-602.20-55 Repairs & Maintenance	0	1,560	1,560
123-5901-602.20-56 Repairs & Maint-Vehicles	0	75,800	75,800
123-5901-602.20-57 Computer Repairs/Mainten	0	450	450
123-5901-602.20-69 Stormwater Fee Expense	0	300	300
123-5901-602.20-75 Temporary Employees	0	6,250	6,250
123-5901-602.20-99 Miscellaneous	0	33,250	33,250
123-5901-602.30-10 Office Supplies	0	2,680	2,680
123-5901-602.30-11 Postage	0	100	100
123-5901-602.30-12 Food	0	700	700
123-5901-602.30-20 Operating Supplies & Tool	0	2,500	2,500
123-5901-602.30-22 Maintenance Supplies	0	4,050	4,050
123-5901-602.30-26 Sign Parts & Supplies	0	100	100
123-5901-602.30-29 Clothing & Uniforms	0	1,000	1,000
123-5901-602.50-26 Vehicle Ins Chgd by FLM	0	1,505	1,505
<b>Total:</b>	<b>0</b>	<b>496,995</b>	<b>496,995</b>

**Account Number/Description:**

**Water Project Fund: 451**

**Distribution System Upgrades (WA2403)**

**Revenues:**

451-0000-391.05-72 GO Bonds Series 2023

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	2,000,000	(1,475,000)	525,000
<b>Total:</b>	<b>2,000,000</b>	<b>(1,475,000)</b>	<b>525,000</b>

**Expenditures:**

451-0000-601.90-03 Improvements

	\$	\$	\$
	2,000,000	(1,475,000)	525,000
<b>Total:</b>	<b>2,000,000</b>	<b>(1,475,000)</b>	<b>525,000</b>

<b><u>Sullivan Co Water Upgrades (WA2304)</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-337.16-25 Sullivan Co ARP Grant	2,296,271	0	2,296,271
451-0000-368.99-00 Miscellaneous	2,000	0	2,000
451-0000-391.05-69 GO Bonds Series 2021	701,729	0	701,729
451-0000-391.05-72 GO Bonds Series 2023	0	1,475,000	1,475,000
<b>Total:</b>	<b>3,000,000</b>	<b>1,475,000</b>	<b>4,475,000</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.20-22 Construction Contracts	2,700,000	1,475,000	4,175,000
451-0000-605.20-23 Arch/Eng/Landscaping Serv	300,000	0	300,000
<b>Total:</b>	<b>3,000,000</b>	<b>1,475,000</b>	<b>4,475,000</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.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the FY 2025 General Purpose School Fund Budget**

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

Action Form No.: AF-210-2024  
Work Session: July 15, 2024  
First Reading: July 16, 2024

**Final Adoption: August 6, 2024**  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**

Approve the ordinance.

**Executive Summary:**

The Board of Education approved fiscal year 2025 budget amendment number one at their meeting on July 9, 2024. This amendment increases the General Purpose School Fund budget by \$2,519,600. The estimated revenue for Fund Balance Appropriations is being increased by \$2,519,600 and the appropriations for various salary and benefit accounts are being increased by \$2,519,600. This amendment will provide for an additional 4% cost of living pay increase for all employees. This pay increase will be added to the 1% pay increase included in the original budget approval to provide for a total 5% cost of living increase for all Kingsport City School employees for the FY 2025 budget. These funds will come from the Unreserved Fund Balance. At June 30, 2023, the Unreserved Fund Balance was \$11,997,700. It is estimated that the results of operations from FY 2024 will increase the Unreserved Fund Balance by approximated \$1,500,000, resulting in an estimated Fund Balance at June 30, 2024 of approximately \$12,500,000. After this appropriation the Unreserved Fund Balance will be approximately \$10,000,000, which represent approximately 10% of the FY 2025 operating budget.

**Attachments:**

- 1. Ordinance

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

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

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL 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. The General Purpose School Fund will be amended by increasing the estimated revenue for Unreserved Fund Balance Appropriations by \$2,519,600. The expenditure budget will be amended by increasing the appropriations for various salary and benefit accounts by \$2,519,600.

**Fund 141: General Purpose School Fund**

<b><u>Revenues:</u></b>	\$		\$		\$
141-0000-392-0100 Fund Balance Appropriations		0		2,519,600	2,519,600
<b><i>Totals</i></b>		<b>0</b>		<b>2,519,600</b>	<b>2,519,600</b>
<b><u>Expenditures:</u></b>	\$		\$		\$
Various Salary and Benefit Accounts (See Attached Exhibit A)		66,006,250		2,519,600	68,528,850
<b><i>Totals</i></b>		<b>66,009,250</b>		<b>2,519,600</b>	<b>68,528,850</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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



**AGENDA ACTION FORM**

**Consideration of a Resolution Approving the 2024 Amendment to the Tennessee State-Subdivision Opioid Abatement Agreement and Authorizing the Mayor to Execute a Subdivision Participation Agreement Relative to the Kroger Co Settlement**

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

Action Form No.: AF-221-2023  
Work Session: August 5, 2024  
First Reading: N/A  
Final Adoption: August 6, 2024  
Staff Work By: Bart Rowlett  
Presentation By: Chris McCartt

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
This resolution approves a settlement agreement with Kroger in the national opioid litigation.

In April 2023, the board approved Resolution No. 2023-208 approving the settlement agreements with Teva, Walmart, Walgreens, CVS and Allegan.

The opioid epidemic continues to impact communities, including the City of Kingsport. Kingsport has, and will, continue to suffer harm as a result of the opioid epidemic. The State of Tennessee and some Tennessee local governments filed lawsuits against opioid manufacturers, distributors, and retailers, including may federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio).

The 2024 Amendment to the Tennessee State-Subdivision Opioid Abatement Agreement would extend its terms to the proposed settlement with Kroger Co., streamline accounting for certain settlement funds, and address the allocation of certain funds from a manufacturer and/or retail pharmacy chains in bankruptcy.

- Attachments:**
- 1. Resolution
  - 2. P. C. 568
  - 3. Summary of 2024 Tennessee Plan Amendment

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

Item X11.

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

A RESOLUTION AUTHORIZING THE CITY OF KINGSPORT TO JOIN WITH THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT; APPROVING THE RELATED SETTLEMENT AGREEMENTS; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS RESOLUTION

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and the City of Kingsport, Tennessee; and

WHEREAS, Kingsport has suffered harm and will continue to suffer harm as a result of the opioid epidemic; and

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned *In re: National Prescription Opiate Litigation*, MDL No.: 2804 (N.D. Ohio) (the MDL case is referred to as “Opioid Litigation”); and

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid related litigation (“Settlement Funds”); and

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the “Tennessee Plan”), sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds; and

WHEREAS, City of Kingsport has previously joined settlements pursuant to the Tennessee Plan with three pharmaceutical distributors and a manufacturer; and

WHEREAS, Public Chapter 586 enacted during the 2024 Regular Session of the 113<sup>th</sup> Tennessee General Assembly amended the Tennessee Plan to apply the statutory provisions to a new settlement with Kroger, Co. if the settlement becomes effective; and

WHEREAS, upon review City of Kingsport deems continued participation in and support for the Tennessee Plan including agreement to the settlement of claims and litigation specifically related to Kroger Co and any other settlement of opioid related claims that Tennessee has joined to be in the best interest of the citizens of Kingsport as the same would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic; and

WHEREAS, amendments to the Tennessee Plan, would extend its terms to the proposed settlements, streamline accounting for certain settlement funds, and address the allocation of certain funds from a manufacturer in bankruptcy; and

WHEREAS, participation in the settlements by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from pending proposed opioid settlements.

Now therefore,

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

SECTION I. That the board of mayor and aldermen finds that the amendments to the Tennessee Plan are in the best interest of the City of Kingsport and its citizens because they would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

SECTION II. That the City of Kingsport hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

SECTION III. 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 the Subdivision Participation and Release Form and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the Subdivision Participation and Release Form:

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

SECTION IV. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is further authorized and directed to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan, the 2024 amendments thereto and this resolution.

SECTION V. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the Subdivision Participation Release Form as 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, and to take such other action as necessary and appropriate to effectuate city's participation in the Tennessee Plan and its Amendments.

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 August, 2024.

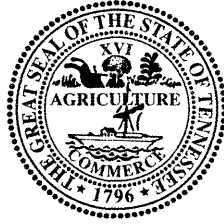
\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



# *State of Tennessee*

## **PUBLIC CHAPTER NO. 568**

**SENATE BILL NO. 1677**

**By Haile**

Substituted for: House Bill No. 1824

By Farmer, Hardaway

AN ACT to amend Tennessee Code Annotated, Title 20 and Title 33, relative to opioids.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 20-13-203, is amended by deleting the language "and K-VA-T Food Stores, Inc." wherever it appears and substituting instead the language "K-VA-T Food Stores, Inc., and The Kroger Co.".

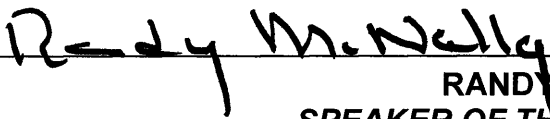
SECTION 2. Tennessee Code Annotated, Section 33-11-103(p), is amended by deleting the language "or K-VA-T Food Stores, Inc." and substituting instead the language "K-VA-T Food Stores, Inc., or The Kroger Co.".

SECTION 3. If any provision of this act or the application of any provision of this act to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the act that can be given effect without the invalid provision or application, and to that end, the provisions of this act are severable.

SECTION 4. This act takes effect upon becoming a law, the public welfare requiring it.

SENATE BILL NO. 1677

PASSED: March 4, 2024

  
\_\_\_\_\_  
RANDY McNALLY  
SPEAKER OF THE SENATE

  
\_\_\_\_\_  
CAMERON SEXTON, SPEAKER  
HOUSE OF REPRESENTATIVES

APPROVED this 15<sup>th</sup> day of March 2024

  
\_\_\_\_\_  
BILL LEE, GOVERNOR

## **Tennessee State-Subdivision Opioid Abatement Agreement – 2024 Amendments**

In addition to being asked to join the new Kroger settlement, Tennessee local governments are also being asked to approve two amendments to the Tennessee State-Subdivision Opioid Abatement Agreement. We summarize these proposed amendments below. The settlement participation packet being sent to counties and qualifying municipalities by the national administrator will also include a form to approve the two amendments. This is the same process used to approve Amendments 1-3 last year.

The full text of the proposed amendments can be found on the following page.

### **Summary of Amendment 4:**

This amendment applies the terms of the State-Subdivision Agreement to the new settlement with Kroger. This amendment ensures the structure and procedures that apply to prior opioid settlements with the three national pharmaceutical distributors, pharmacy chains, and manufacturers will be the same for the new settlement. For example, the formula for using overdose and other data to allocate funds among the counties would be the same for the new agreements as with the existing ones.

### **Summary of Amendment 5:**

This amendment adds language in the State-Subdivision Agreement to directly address what happens when a settlement uses the subdivision allocation list in the Janssen Settlement's Exhibit G or another prior opioid agreement. The current language in Section III.E.2, which involves reallocating settlement funds from certain municipalities to their respective counties, could potentially be misinterpreted to apply when allocation lists from prior agreements are used in new settlements. (The Janssen Exhibit G subdivision allocation list is used in the Kroger agreement and in the five settlements approved last year.) This amendment clarifies that when a settlement adopts Janssen Exhibit G or another prior opioid allocation list, there is no need for additional adjustments based on Section III.E.2. (The amendment does not limit a municipality's ability to direct its payments to its county if it chooses to do so.)

### **Following Page: Text of Amendments**

On the next page is the text of the amendments, which are set out as they should appear in the settlement packets from the national administrator.

## **Tennessee State-Subdivision Opioid Abatement Agreement – 2024 Amendments**

The Tennessee State-Subdivision Opioid Abatement Agreement, initially amended in 2023 with three amendments, is further amended as follows:

### **Amendment 4:**

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should it become effective:

- A. Kroger Settlement Agreement

### **Amendment 5:**

To clarify that when a future settlement adopts the subdivision allocation in Exhibit G from the J&J/Janssen Settlement Agreement or another prior settlement there is no need to make additional adjustments pursuant to Section III.E.2, the following sentence shall apply as if it were added to the end of footnote 5 on page 4 of the agreement:

Additionally, should a future settlement adopt, as a default provision, the subdivision allocation list in Exhibit G from the J&J/Janssen Settlement Agreement or another prior opioid settlement agreement, then such list of Tennessee subdivisions shall be the default subdivision allocation list for that future settlement, and there is no need to make additional adjustments pursuant to Section III.E.2.

### **Note on adoption of amendments:**

Amendment 4 shall be effective if approved as set forth in Section IV.B.2 of the Agreement. Amendment 5 shall be effective if approved as set forth in Section VII.D of the Agreement.



**AGENDA ACTION FORM**

**Consideration of a Resolution to Award the Bid to Traxon Construction, Inc., for the Waterline Upgrades for the Sullivan County Water Project and Authorize the Mayor to Sign all Applicable Documents**

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

Action Form No.: AF-218-2024  
 Work Session: August 5, 2024  
 First Reading: N/A  
 Final Adoption: August 6, 2024  
 Staff Work By: P. Gilmer  
 Presentation By: R. McReynolds

**Recommendation:**

Approve the resolution.

**Executive Summary:**

Bids were opened on June 26, 2024, for the Waterline Upgrades for the Sullivan County Water project. This project consists of replacement of existing water lines with approximately 2,863 linear feet of 6-inch DIP; 5,227 linear feet of 4-inch PVC; 4,800 linear feet of 2-inch PVC; and all related appurtenances to serve the Gravely Road, Thomas Street, and Midway areas. The project shall be completed in 210 calendar days.

City staff has reviewed the bids and recommend awarding the contract to the apparent low bidder, Traxon Construction, Inc., in the amount of \$2,002,507.00.

Base Bid:	\$2,002,507.00
Contingency (6%):	120,150.00
Engineering, Admin., Inspection (14%):	297,172.00
 Total Project Costs:	 <u>\$2,419,829.00</u>

The base engineering estimate for the referenced project is \$2,054,987.00.

Sullivan County American Rescue Plan Act (ARPA) funds of \$677,188.00 will be applied to this project with the remainder of funds available and identified in WA2304.

**Attachments:**

1. Resolution
2. Bid Opening Minutes
3. Location Map

Item XI2.

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

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

A RESOLUTION AWARDING THE BID FOR WATERLINE UPGRADE FOR THE SULLIVAN COUNTY WATER PROJECT TO TRAXON CONSTRUCTION, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened June 26, 2024, for the Waterline Upgrades for the Sullivan County Water Project; and

WHEREAS, upon review of the bids, the board finds Traxon Construction, 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 to the city, and the City of Kingsport desires to enter into a contract for the replacement of existing water lines with approximately 2,863 linear feet of 6-inch DIP; 5,227 linear feet of 4-inch PVC; 4,800 linear feet of 2-inch PVC; and all related appurtenances to serve the Gravely Road, Thomas Street, and Midway areas from Traxon Construction, Inc., at an estimated construction cost of \$2,002,507.00; and

WHEREAS, funding is identified in project numbers WA2304;

Now therefore,

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

SECTION I. That the bid for the Lakecrest Drive Waterline Replacement Project, consisting of the replacement of existing water lines with approximately 2,863 linear feet of 6-inch DIP; 5,227 linear feet of 4-inch PVC; 4,800 linear feet of 2-inch PVC; and all related appurtenances to serve the Gravely Road, Thomas Street, and Midway at an estimated cost of \$2,002,507.00 is awarded to Traxon Construction, Inc., and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 6th day of August, 2024.

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

ATTEST:

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



APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING  
MINUTES  
June 26, 2024  
4:00 P.M.

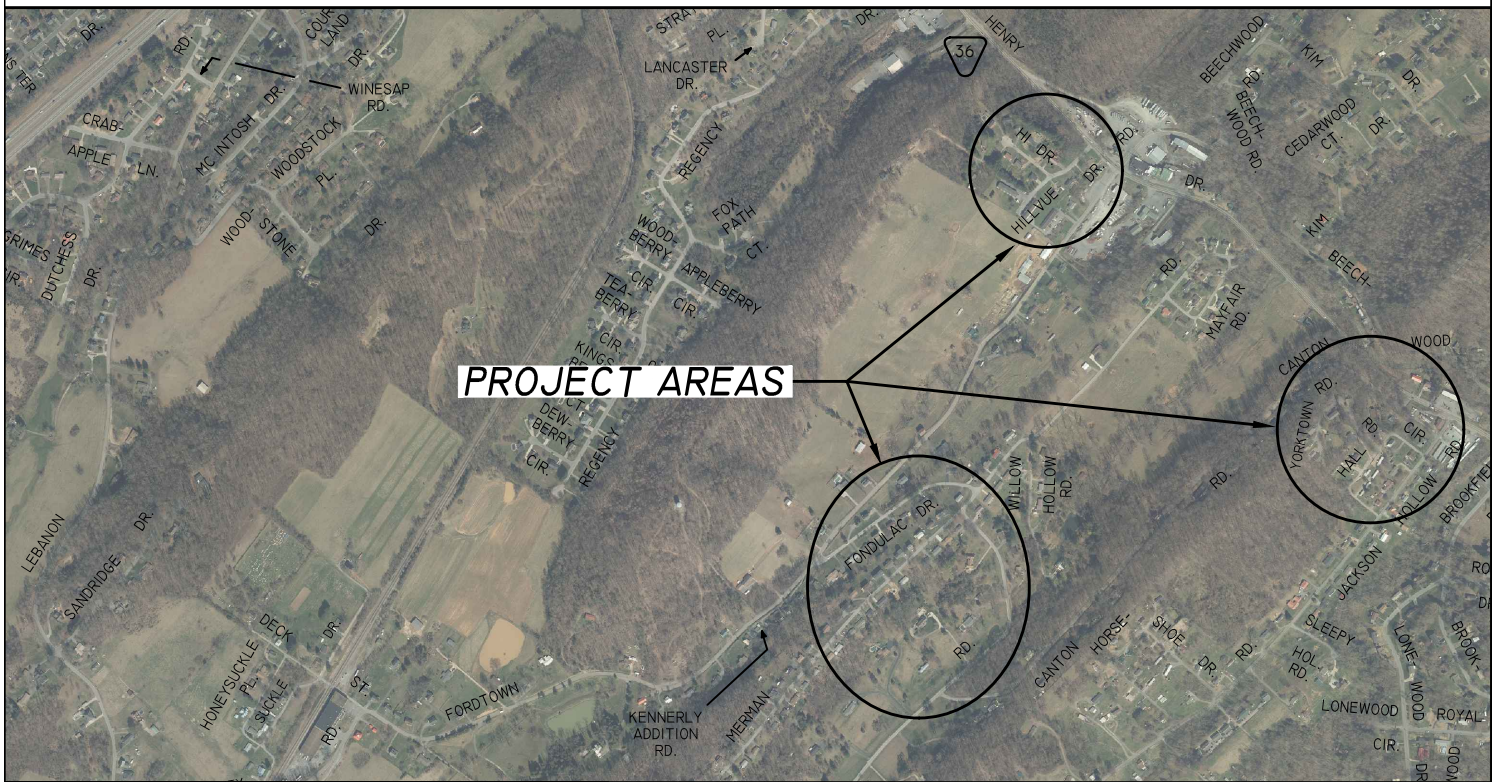
Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Alys Dobbins, Water Utility; Pamela Gilmer, Engineering

The Bid Opening was held in the Conference Room 436, 4<sup>th</sup> Floor, City Hall.

The Procurement Manager opened with the following bids:

Waterline Upgrades for the Sullivan County Water Project	
Vendor:	Total Proposal Price:
Traxon Construction Inc.	\$2,002,507.00
McFall Excavating, Inc.	\$2,465,794.96
Merkel Bros. Construction, Inc.	\$2,811,584.50
GRC Civil Services, Inc.	\$2,912,195.00
Thomas Construction Co., Inc.	\$2,087,907.00

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



# WATER LINE UPGRADES FOR THE SULLIVAN COUNTY WATER PROJECT





**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5307 TDOT Capital Grant Matching Contract for Transit Vehicle Replacements in the KATS Fleet**

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

Action Form No.: AF-209-2024  
 Work Session: August 5, 2024  
 First Reading: N/A  
 Final Adoption: August 6, 2024  
 Staff Work By: Candace Sherer  
 Presentation By: Candace Sherer

**Recommendation:**  
 Approve the Resolution.

**Executive Summary:**  
 On February 20, 2024 the BMA approved the resolution authorizing the mayor to execute all documents necessary to apply and accept a Section 5307 Capital Grant (TN-FTA-008) for transit vehicle replacement in the KATS fleet. (AF-51-2024). This request is to approve the state matching portion from the Tennessee Department of Transportation in the amount of \$71,025.

**Funding Breakdown:**

<b>FTA Section 5307 Capital</b>	<b>Local</b>	<b>State</b>	<b>Federal</b>	<b>Total</b>
Bus Replacement (85%) Federal; (7.5%) Local; (7.5%) State	\$61,025	\$61,025	\$518,708	\$640,758
Staff Vehicle Replacement (80%) Federal; (10%) Local; (10%) State	\$10,000	\$10,000	\$80,000	\$100,000
<b>Grand Total</b>	<b>\$71,025</b>	<b>\$71,025</b>	<b>\$598,708</b>	<b>\$740,758</b>

- Attachments:**  
 1. Resolution  
 2. TDOT contract

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO ACCEPT MATCHING SECTION 5307 CAPITAL GRANT FUNDS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, in February 20, 2024, (Res. No. 2024-192) the city, through the Kingsport Area Transit Service (KATS), applied for a Federal Transit Administration (FTA) Section 5307 Capital Grant to fund the replacement of three ADA accessible transit buses and two staff vehicles; and

WHEREAS, the grant was in the amount of \$740,758.00, and required a local match of \$71,025.00; and

WHEREAS, the agreement set out below will allow the city to accept matching funds from the Tennessee Department of Transportation in the amount of \$71,025.00

Now therefore,

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

SECTION I. That the agreement with Tennessee Department of Transportation to accept matching funds for the (FTA) Section 5307 Capital Grant to replace three buses and two staff vehicles, in the amount of \$71,025.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with the Tennessee Department of Transportation to accept matching funds for the (FTA) Section 5307 Capital Grant to replace three buses and two staff vehicles, in the amount of \$71,025.00, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

TDOT PROJECT NO.: 825307-S3-033  
FTA PROJECT NO.: TN2024-008

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

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

Grantee Edison Vendor ID # 1562

**A. SCOPE OF SERVICES AND DELIVERABLES:**

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required,

described, and detailed in this Grant Contract.

A.2. The Grantee shall provide all services and deliverables as described in their 49 U.S.C. § 5307 Program application submitted to and as approved by Federal Transit Administration (FTA).

A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions," to receive State funds to urbanized areas for transit capital assistance, and for transportation related planning. Specifically, the funds will be used for capital assistance as detailed in 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions."

A.4. "Capital Projects" means those projects as defined in FTA Circular C9030.1E, "Urbanized Area Formula Program Guidance and Application Instructions," Chapter IV.

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

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and

c. FTA Circular C 9030.1E, "Urbanized Area Formula Program: Program Guidance and Application Instructions", or the most recently FTA approved updated circular.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective for the period beginning on May 14, 2024 ("Effective Date") and ending on May 13, 2029, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seventy-one Thousand, Twenty-five Dollars and No Cents (\$71,025.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

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

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

Tennessee Department of Transportation Public Transportation Section  
Division of Passenger Transportation, Rail & Freight  
505 Deaderick Street – James K. Polk Building, Suite 1200 Nashville, Tennessee 37243

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

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Department of Transportation, Division of Passenger Transportation, Rail & Freight.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.

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

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

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

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

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

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

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

shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

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

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

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

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

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

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

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

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

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

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

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

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

**D. STANDARD TERMS AND CONDITIONS:**

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

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



Treasury).

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

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

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

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

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

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

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

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

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

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

The State:

Brenden Henderson, Transit Grants Financial Analyst Office of Grants Administration  
Public Transportation Section  
Division of Passenger Transportation, Rail & Freight James K. Polk Building, Suite 1200  
505 Deaderick Street  
Nashville, Tennessee 37243 Brenden.henderson@tn.gov Telephone # (615) 253-4942  
FAX # (615) 253-1482

The Grantee:

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

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

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

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

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

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

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

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

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

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

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

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

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed

pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

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

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

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

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

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

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

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

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

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

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

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

D.26. **Reserved.**

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may

agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

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

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

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

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

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

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- c. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and

Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

**E. SPECIAL TERMS AND CONDITIONS:**

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

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

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

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

(ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

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

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

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

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

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

E.9. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.

1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:

- a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
- b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
- c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.

2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:

- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
- b) Property Damage Liability – minimum of \$300,000.00 per incident.
- c) Comprehensive – maximum deductible of \$500.00.
- d) Collision – maximum deductible of \$500.00.
- e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.

3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

(g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.

(h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets



purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

E.10. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(8): For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance, (2) with a fair market value of more than \$5,000, and (3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of \$5,000 plus the percentage of the amount over \$5,000 that is proportional to the percentage of the State's share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public transportation use. If this Grant Contract includes federal funds, then the Grantee shall return any such remaining federal share to the State, and the State then will return the funds to FTA.

E.11. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.12. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
- b. Ensure Policies and Procedures Manual contains a Title VI section with information on:  
(a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals;  
(e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
- c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
- d. Annually complete and submit a Title VI self-survey as supplied by State.
- e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at Title VI Program (tn.gov).

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

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

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

ADOPTED this the 6th day of August, 2024.

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PATRICK W. SHULL, MAYOR

ATTEST:


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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b> 5/14/2024		<b>End Date</b> 5/13/2029		<b>Agency Tracking #</b> 40100-51306	
<b>Edison ID</b>				<b>Edison Vendor ID</b> 1562	
<b>Grantee Legal Entity Name</b> City of Kingsport				<b>Edison Vendor ID</b> 1562	
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Assistance Listing Number</b>  <b>Grantee's fiscal year end</b> <b>June 30</b>			
<b>Service Caption</b> (one line only) FFY 2024 – 5307 Urbanized Area Program – Capital Assistance					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2025	\$71,025.00				\$71,025.00
<b>TOTAL:</b>	<b>\$71,025.00</b>				<b>\$71,025.00</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		Recipients apply directly to the Federal Transit Administration (FTA) for Section 5307 funds. Once their application has been approved by the FTA, recipients submit a request to TDOT Multimodal Division for matching funds.			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional) 71302000			

Address # 1

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

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

Grantee Edison Vendor ID # 1562

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide all services and deliverables as described in their 49 U.S.C. § 5307 Program application submitted to and as approved by Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions," to receive State funds to urbanized areas for transit capital assistance, and for transportation related planning. Specifically, the funds will be used for capital assistance as detailed in 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions."
- A.4. "Capital Projects" means those projects as defined in FTA Circular C9030.1E, "Urbanized Area Formula Program Guidance and Application Instructions," Chapter IV.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and
  - c. FTA Circular C 9030.1E, "Urbanized Area Formula Program: Program Guidance and Application Instructions", or the most recently FTA approved updated circular.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective for the period beginning on May 14, 2024 ("Effective Date") and ending on May 13, 2029, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seventy-one Thousand, Twenty-five Dollars and No Cents (\$71,025.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum

amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation  
Public Transportation Section  
Division of Passenger Transportation, Rail & Freight  
505 Deaderick Street – James K. Polk Building, Suite1200  
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Tennessee Department of Transportation, Division of Passenger Transportation, Rail & Freight.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

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

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

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
  - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
  - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.



- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Brenden Henderson, Transit Grants Financial Analyst  
Office of Grants Administration  
Public Transportation Section  
Division of Passenger Transportation, Rail & Freight  
James K. Polk Building, Suite 1200  
505 Deaderick Street  
Nashville, Tennessee 37243  
Brenden.henderson@tn.gov  
Telephone # (615) 253-4942  
FAX # (615) 253-1482

The Grantee:

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

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise

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

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used

benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract,

statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

## **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is



defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee’s policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State’s direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee (“Unauthorized Disclosure”) that come to the Grantee’s attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee’s Obligations.

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

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

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT (“Commissioner”);
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner’s prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and

- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.9. Capital Asset. The Grantee shall:
- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
  - (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
  - (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
  - (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
  - (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
  - (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
    1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
      - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
      - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
      - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
    2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
      - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
      - b) Property Damage Liability – minimum of \$300,000.00 per incident.
      - c) Comprehensive – maximum deductible of \$500.00.
      - d) Collision – maximum deductible of \$500.00.
      - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.

3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
  - (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.
- E.10. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(8): For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance, (2) with a fair market value of more than \$5,000, and (3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of \$5,000 plus the percentage of the amount over \$5,000 that is proportional to the percentage of the State's share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public transportation use. If this Grant Contract includes federal funds, then the Grantee shall return any such remaining federal share to the State, and the State then will return the funds to FTA.
- E.11. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.12. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
  - b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
  - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
  - d. Annually complete and submit a Title VI self-survey as supplied by State.

- e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at [Title VI Program \(tn.gov\)](https://www.tn.gov).

**IN WITNESS WHEREOF,**

**CITY OF KINGSPORT:**

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**PATRICK SHULL, MAYOR**

**DATE**

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**BART ROWLETT, CITY ATTORNEY  
ANGELA MARSHALL, CITY RECORDER**

**DATE**

**DEPARTMENT OF TRANSPORTATION:**

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**HOWARD H. ELEY, COMMISSIONER**

**DATE**

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**LESLIE SOUTH, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY**

**DATE**

**ATTACHMENT ONE**

**UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
<b>SCOPE—CAPITAL</b>					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT	\$71,025.00	\$598,708.00	\$71,025.00	\$71,025.00	\$740,758.00
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
<b>SCOPE—OPERATING</b>					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
<b>SCOPE—PLANNING</b>					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
<b>SCOPE—MANAGEMENT TRAINING</b>					
50.xx.xx Management Training					
<b>SCOPE—OVERSIGHT REVIEWS</b>					
51.xx.xx Oversight Review					
<b>SCOPE—RESEARCH PROJECTS</b>					
55.xx.xx Research Projects					
<b>SCOPE—SAFETY &amp; SECURITY</b>					
57.xx.xx Safety and Security					
<b>SCOPE - UNIVERSITY RESEARCH</b>					
70.xx.xx					
<b>SCOPE - Non-Add Scope Codes</b>					
99.xx.xx					
<b>SCOPE - OTHER</b>					
62.0x.xx - Project Administration					
63.5x.xx - Rural Technical Assistance Program					
64.8x.xx - Appalachian					
xx.xx.xx - Other					
<b>GRAND TOTAL</b>	\$71,025.00	\$598,708.00	\$71,025.00	\$71,025.00	\$740,758.00

\*Federal share not distributed in this grant contract.

**GRANT BUDGET LINE-ITEM DETAIL INFORMATION**

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S1 Capital Assistance, ADA - TDOT	\$71,025.00	\$598,708.00	\$71,025.00	\$71,025.00	\$740,758.00
<b>TOTAL</b>	<b>\$71,025.00</b>	<b>\$598,708.00</b>	<b>\$71,025.00</b>	<b>\$71,025.00</b>	<b>\$740,758.00</b>



**AGENDA ACTION FORM**

**Consideration of a Resolution to Enter into an Engineering Agreement with CDM Smith for a Wastewater Treatment Plant Headworks Assessment**

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

Action Form No.: AF-217-2024  
Work Session: August 5, 2024  
First Reading: NA  
Final Adoption: August 6, 2024  
Staff Work By: Will Stallard  
Presentation By: Ryan McReynolds

**Recommendation:**

Approve the resolution.

**Executive Summary:**

In preparation for the implementation of the Equalization (EQ) Basin Project and considering the results of the recently completed Wastewater Treatment Plant Master Plan, an assessment of the existing Headworks (Influent Pumping Station, Controls, Septage Receiving Station, and Piping System) is recommended to ensure the most effective and efficient long-term solution is implemented. The result of the assessment will be four (4) alternatives that service the EQ Basin while addressing the concerns raised in the Master Plan.

City staff recommend awarding the contract to CDM Smith in the amount of \$238,000 in accordance with the attached proposal. Project funding is available in SW2411.

**Attachments:**

- 1. Resolution
- 2. CDM Smith Proposal
- 3. Location Map

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH CDM SMITH FOR A WASTEWATER TREATMENT PLANT HEADWORKS ASSESSMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city has been working on a master plan to improvements to the wastewater treatment plant (WWTP); and

WHEREAS, the WWTP master plan has identified required upgrades for the influent pump station, hydraulics, and associated structures and equipment on the North side of the plant; and

WHEREAS, the master plan also identified the need for a wastewater storage facility adjacent to the influent pump station, which can now be built at 834 Industry Drive; and

WHEREAS, staff recommends entering into a professional services agreement with CDM Smith for a wastewater treatment plant headworks assessment in the amount of \$238,000.00; and

WHEREAS, funding is available in SW2411.

Now therefore,

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

SECTION I. That a Professional Services Agreement with CDM Smith for a wastewater treatment plant headworks assessment, 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, a professional services agreement with CDM Smith for a wastewater treatment plant headworks assessment, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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



ADOPTED this the 6th day of August, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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



1100 Marion Street, Suite 300  
Knoxville, Tennessee 37921  
tel: 865.963.4300  
fax: 865.963.5311

July 23, 2024

Will Stallard  
Water Services Division  
City of Kingsport  
1113 Konnarock Road  
Kingsport, TN 37664

Subject: Proposal for Professional Services for the Wastewater Treatment Plant Influent Pump Station and Headworks Project

Dear Mr. Stallard:

CDM Smith is pleased to present our proposal for Professional Engineering services for the Wastewater Treatment Plant Influent Pump Station and Headwork Assessment project. This proposal includes preliminary engineering services to assess alternatives for upgrading the plant's influent pump station and headworks.

## Background

The City of Kingsport (City) owns and operates the Kingsport Wastewater Treatment Plant (WWTP). The influent pump station that feeds the WWTP is a vital part of the Kingsport wastewater treatment system. As described in the recent Kingsport WWTP Master Plan, the condition of the pump station coupled with other hydraulic conditions have resulted in needed improvements to meet the City's wastewater treatment needs. The City has recently acquired land adjacent to the existing pump station to further facilitate the desired improvements. This additional land will also allow for the construction of flow equalization facilities near the influent pump station. These facilities will help eliminate collection system sanitary sewer overflows by equalizing infiltration and inflow (I&I) related peak flows entering the WWTP.

The project will be implemented in a phased approach with tasks as follows:

- Task 1 – Alternatives Analysis and Improvements Selection (Basis of Design)
- Task 2 – Preliminary and Final Design
- Task 3 – Permitting
- Task 4 – Bidding Services
- Task 5 – General Services During Construction



Mr. Will Stallard  
July 23, 2024  
Page 2

This proposal is for Task 1 services and can be amended for future phase services based on the final recommended scope of improvements. A detailed description of the Task 1 scope of services is as follows.

## **Scope of Services and Schedule**

### ***Task 1 – Alternatives Analysis and Improvements Selection***

**Task 1.1 – Project Kick-off Meeting** – CDM Smith conduct an in-person meeting with Kingsport staff to finalize project goals and critical success factors, develop project alternatives, define project constraints, and establish the project schedule. Other topics to be discussed include, but are not limited to:

- Design Criteria
- Sources and availability of data/information
- Further discussion of land ownership
- Other project stakeholders
- Initial risk discussion
- Permitting

**Task 1.2 – Data Collection and Review** – Available data and information will be obtained and distributed to the project team for review. Information will include, but not limited to:

- Existing Drawings
- Existing geotechnical information
- Influent flow monitoring data
- Existing pump specifications
- Pump Station flow data

**Task 1.3 – Alternatives Definition** – CDM Smith will define each of the feasible alternatives sufficiently to proceed with the alternatives evaluation. Alternatives definition will include, but not limited to:

- Land use and location of new facilities

- Preliminary sizing of pipes, pumps and other major mechanical equipment
- Horizontal and vertical alignment of new piping
- Connections to new facilities
- Power Supply requirements
- System Controls
- Redundancy/reliability provisions
- Construction methods

**Task 1.4 – Existing System Hydraulics Evaluation** – CDM Smith will evaluate the existing system hydraulics under current and future flow scenarios as well as the gravity influent piping. Key considerations include existing pump performance, future pump performance, redundancy/reliability, pipe sizing, flow measurement, flow distribution, and flow equalization.

**Task 1.5 – Future Facility Basis of Design** – CDM Smith will document the basis of design for the new and/or rehabilitated facilities. These facilities will include, the influent pump station, flow diversion, headworks, and equalization. Influent collection system hydraulic impacts will also be evaluated.

**Task 1.6 – Preliminary Geotechnical Evaluation** – CDM Smith will perform a preliminary geotechnical evaluation of the project site so that a decision on the overall layout of the facilities can be made. To develop a reasonable cost estimate at the alternatives stage of the project, existing subsurface information will be utilized. It is assumed that additional geotechnical information will be required in future phases.

**Task 1.7 – Power Distribution and Controls Evaluation** – CDM Smith will evaluate the existing power distribution and system controls for each alternative and provide recommendations to achieve desired reliability, redundancy, and operational control for each alternative. Preliminary electrical single line diagrams and P&IDs will be developed for each alternative.

**Task 1.8 – Alternatives Evaluation** – Each alternative will be evaluated in terms of implementation feasibility, constructability, and operability to meet Kingsport’s goals and objectives. Maintenance of plant operations during construction will be considered as well as construction and operational phase risks for each alternative.

Using the results of the aforementioned tasks, each of the feasible alternatives will be sufficiently refined to enable preliminary capital cost estimating and evaluation of non-cost factors, including

but not limited to, implementation feasibility, identified risks and future improvements. Preliminary results will be presented to Kingsport staff in a in-person? workshop style meeting with the goal of ranking the alternatives. The CDM Smith project team will develop preliminary life cycle cost estimates for up to three of the top ranked alternatives.

**Task 1.9 – Permitting Analysis** – CDM Smith will identify all permits needed for each alternative and determine permit application requirements. Permitting agencies will be contacted to confirm and identify potential concerns.

**Task 1.10 – Basis of Design Report (BODR)/Presentation** – CDM Smith will prepare and submit draft BODR report documenting the results of Tasks 1.1 – 1.9. Key members of the team will present the results to Kingsport Staff in an in-person workshop style meeting with the goal of selecting the recommended alternative and developing a project delivery plan, including a schedule. The document will provide conceptual level alternatives analysis and sufficient information to enable the development of recommended alternative for upgrading the influent pump station, headworks, and implementing flow equalization. CDM Smith will prepare general arrangement site plan and process mechanical drawings for each alternative. Following the workshop meeting, CDM Smith will issue meeting minutes to document the selected improvement alternative for implementation of future Tasks 2-5. Comments from workshop will be incorporated into a final BODR.

**Task 1.11 – Project Management, QA/QC, Project Meetings** – Project management tasks include, but are not limited to:

- Internal project team communications
- Internal quality assurance/quality control reviews
- Up to two additional meetings with Kingsport staff (in addition to the workshop meeting in Task 1.10)
- Monthly project management administration

**Assumptions:**

- CDM Smith will develop up to 3 influent pump station and headworks alternatives that will include a combination of rehabilitation of existing facilities and new facilities.
- CDM Smith will develop up to 2 equalization alternatives.
- The City shall be responsible for, and CDM Smith may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other



Mr. Will Stallard  
July 23, 2024  
Page 5

information furnished by the City to CDM Smith pursuant to this Agreement. CDM Smith may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. CDM Smith’s scope of work does not include verifying City Provided Information for accuracy or completeness. The City may request an independent review of City Provided Information by CDM Smith pursuant to a mutually agreed amendment to this Agreement. CDM Smith shall be entitled to an adjustment in price and schedule to the extent that any corrective action in CDM Smith’s Services arises out of inaccurate City Provided Information.

### Time of Completion

Task Description	Completion Dates
Task 1 - Alternatives Analysis and Improvement Selection	5 Months from NTP
Task 2 - Preliminary and Final Design	TBD
Task 3 – Permitting	TBD
Task 4 – Bidding Services	TBD
Task 5 - General Services During Construction	TBD

### Payment and Compensation

The City of Kingsport shall compensate the Engineer for providing services set forth herein in accordance with the terms of the Agreement. Invoicing for the work shall be monthly on a lump sum percentage of work completed basis. A status report will accompany each progress invoice.

The total Contract amount shall not exceed \$238,000 without written amendment to this authorization.

On behalf of the entire CDM Smith organization, I want to express our appreciation for the opportunity to work with the City on this important project. If you have any questions about this proposal, or any matter, please do not hesitate to contact me.



Mr. Will Stallard  
July 23, 2024  
Page 6

Very truly yours,

A handwritten signature in blue ink, appearing to read "Daniel Unger". The signature is stylized and cursive.

Daniel Unger, P.E., PMP, Assoc. DBIA  
Principal  
CDM Smith

# City of Kingsport Headworks

Future Storage Facility



Influent

Greenbelt Cover Bridge

800 W Industry Dr

Pumping Station

Screening

Reedy Creek

Item X14.





**AGENDA ACTION FORM**

**Consideration of a Resolution to Cancel Services with Verizon Connect for GPS Services and Utilize Samsara, Inc. Through the TN State Contract**

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

Action Form No.: AF-223-2024  
Work Session: August 5, 2024  
First Reading: N/A  
Final Adoption: August 6, 2024  
Staff Work By: Committee  
Presentation By: R. McReynolds, S. Leonard

**Recommendation:**

Approve the resolution

**Executive Summary:**

The City of Kingsport has been using Verizon Connect for GPS Services since May 2022 after receiving BMA approval for standardization (AF-142-2022). After reviewing the service received through Verizon Connect and comparing pricing to other vendors, it is recommended to sign the change order form to cancel services with Verizon Connect. The original service order form was for a 12-month agreement. Since we have exceeded the agreement length, there is no additional fees to cancel subscription. It is recommended to use Samsara, Inc. for GPS Services through the TN State Contract # 71019 on a 36-month term. The total cost first year will be \$47,344.20. This price will increase if units are added to more vehicles.

Funding is identified in various accounts.

**Attachments:**

- 1. Resolution
- 2. Recommendation Memo
- 3. Samsara Quote
- 4. Change Order Form for Verizon

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER TO CANCEL GPS SERVICES WITH VERIZON CONNECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR GPS SERVICES FROM SAMSARA, INC. UTILIZING TENNESSEE STATE CONTRACT NO.: 71019;

WHEREAS, pursuant to Resolution 2022-238 City has utilized Verizon Connect for GPS services used by the fleet maintenance department; and

WHEREAS, staff has since reviewed the services and pricing for the Verizon Connect GPS service and compared the same against the offerings of other vendors; and

WHEREAS, staff recommends canceling the services through Verizon Connect and in place thereof acquiring GPS services from Samsara, Inc., pursuant to Tennessee State Contract No.: 71019 for use by for fleet maintenance; and

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

WHEREAS, the services are available pursuant to Tennessee State Contract No.: 71019, the city will need to submit purchase orders to Samsara, Inc.; and

WHEREAS, the cost of the service is estimated to be \$47,344.20 for fiscal year 2025 subject to increase with the addition of more units; and

WHEREAS, the funding is available in various accounts.

Now therefore,

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

SECTION I. That the City Manager is authorized to cancel the current GPS services through Verizon Connect by executing the necessary change order.

SECTION II. That the city manager is authorized to execute a purchase order to Samsara, Inc., for the purchase of GPS services estimated to be \$47,344.20 for fiscal year 2025 subject to increase with the addition of more units.

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 August, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## FLEET MAINTENANCE DEPARTMENT

### City of Kingsport

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** July 22, 2024  
**Re:** Samsara GPS Services

It is the recommendation of this office to begin utilizing Samsara for the fleet's GPS asset tracking services under State of TN Contract # 71019. Currently we use Verizon Connect asset tracking with 259 units in service. We have been unsatisfied with Verizon Connect's customer service over the course of our contract with them, as it would generally take weeks to get a response from their customer service team. In addition, Samsara is offering GPS services at a cheaper price than Verizon Connect. A cost comparison is provided below.

	<b>Verizon Connect</b>	<b>Samsara</b>
<b>GPS Tracker Service Fee</b>	\$18.95 per unit	\$13.80 per unit
<b>Forward Facing Dash Cameras</b>	\$19.00 per unit	\$15.60 per unit
<b>Installation Cost</b>	Installed by Fleet Maint. – internal costs only	Installed by Fleet Maint. – internal costs only
<b>Hardware Cost</b>	Hardware costs included in service fee	Hardware costs included in service fee
<b>Estimated Annual Cost*</b>	\$62,160.00	\$52,250.00

\*Billing history used for Verizon annual cost. Samsara annual cost is estimated based on 259 GPS units and 50 dash cameras.

Samsara has a similar web based user interface as Verizon, and we do not expect any differences in the functionality of the tracking hardware.

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

Thank you.



Samsara Inc  
 1 De Haro Street  
 San Francisco, CA 94107  
 www.samsara.com

**QUOTE #Q-799697**

**Issued 04-30-2024**

**Expires 05-24-2023**

**Prepared For:**  
 City of Kingsport  
 415 W Broad St  
 Kingsport, Tennessee  
 37660

**Tennessee Statewide Contract**

**Vendor ID: 0000249190**

**Contract Number: 000000000000000000071019**

**Title: SWC 195 Telematics Hardware, Services, and Accessories**

**Prepared By:**  
 Kendall Herring  
 kendall.herring@samsara.com

**Quote Summary**

**Subtotal**

Hardware and Accessories \$0.00

**Licenses**

License Term – 36  
 Months

Shipping and Handling \$360.00

Upfront Hardware Sales Tax \$0.00

Annual License Sales Tax \$0.00

**First Year Payment \$47,344.20**

**Payments Beginning Year Two \$46,984.20**

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.  
 If Sales tax is "Pending" – Final amount will be provided prior to payment  
 \*3% fee  
 charged on non-ACH charges (Canada Exempt)  
 \*Sales tax subject to change



Samsara Inc  
 1 De Haro Street  
 San Francisco, CA 94107  
 www.samsara.com

**SHIP TO Steve Leonard**  
**609 Industry Dr**  
**Kingsport, Tennessee, 37660-3519**  
**United States**

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	150	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	148	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54 HW-VG54-NA	69	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	57	\$0.00	\$0.00
Forward-facing dash-camera, Series 4 HW-CM33	50	\$0.00	\$0.00
VG54 Aux Cable CBL-VG-CAUX	30	\$0.00	\$0.00
AG52 Powered Asset Gateway HW-AG52	10	\$0.00	\$0.00
CBL-AG-BPWR CBL-AG-BPWR	10	\$0.00	\$0.00
Enhanced VG Series J1939 cable for Volvo/Mack OBDII connectors CBL-VG-CJ1939-VM	9	\$0.00	\$0.00
Enhanced VG series 1226 cable CBL-VG-CRP1226	5	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable for Ram Promaster and similar CBL-VG-COBDII-Y2	4	\$0.00	\$0.00
Hardware Due			\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Forward-Facing Dash Camera LIC-CM1-ENT	50	\$187.20	\$9,360.00
License for Basic Powered Asset Tracker LIC-AG-PWR-BASIC	10	\$135.78	\$1,357.80
Annual License Due			\$10,717.80



Samsara Inc  
1 De Haro Street  
San Francisco, CA 94107  
www.samsara.com

Bundles	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No ELD LIC-VG-PS	219	\$165.60	\$36,266.40
		Annual License Due	\$36,266.40

**CHANGE ORDER FORM**

This Change Order amends or cancels the Services Order Form(s) listed below between the Customer identified herein and Verizon Connect Fleet USA LLC (“Verizon Connect”) for the Services subscriptions listed below.

CUSTOMER INFORMATION	
Customer Name: Kingsport	Business Contact: Steve Leonard
Customer Address: 415 BROAD ST KINGSPORT, TN 37660	Business Contact Email: steveleonard@kingsporttn.gov
	Business Contact Phone: (423) 224-2434

<b>CHANGE ORDER FORM INFORMATION</b>
--------------------------------------

- The following Services Order Form(s) are modified or terminated as of the “Effective Date”, which is defined in accordance with Section 3 below:

Services Order Reference #:	Services Order Effective Date:	Subscription Services:	Change Order /Termination Form Purpose:	Quantity	Monthly Per Unit Fee
0001277521.000 2799282	6/11/2024	Vehicle Tracking Subscription	Remove	230	18.95
0001277521.000 2799282	8/10/2022	Vehicle Tracking Subscription	Remove	230	18.95
0001277521.000 2799283	6/11/2024	Engine Connect Data Subscription	Remove	230	0
0001277521.000 2799283	8/10/2022	Engine Connect Data Subscription	Remove	230	0
0001277521.000 2799285	6/11/2024	Standard Integration Subscription	Remove	230	0
0001277521.000 2799285	8/10/2022	Standard Integration Subscription	Remove	230	0
0001277521.000 2799286	6/11/2024	Driving Style Subscription	Remove	230	0
0001277521.000 2799286	8/10/2022	Driving Style Subscription	Remove	230	0
0001382066.000 3066943	9/26/2022	Driver ID Subscription	Remove	19	0



0001395129.000 3098970	9/16/2022	Powered Asset Tracking Subscription	Remove	21	12.95
0001395129.000 3098971	9/16/2022	Driving Style Subscription	Remove	21	0
0001484622.000 3349579	6/25/2023	Vehicle Tracking Subscription	Remove	29	18.95
0001484622.000 3349580	6/25/2023	Engine Connect Data Subscription	Remove	29	0

2. This Change Order is issued pursuant to the Services Order Form(s) identified above, including any terms and conditions referenced therein and/or attached thereto. The terms of the Service Orders and any governing terms and conditions thereto shall remain valid and in effect unless expressly modified herein. In the event of a conflict or inconsistency between the provisions or terms of this Change Order and Service Order Form, then the provisions or terms of this Change Order shall prevail. All other terms and conditions of the Agreement(s) shall remain in full force and effect. References to the "Agreement(s)" shall hereafter mean the Agreement(s) as modified by this Change Order.
  
3. Effective Date is defined as follows:
  - a. Pre-shipment of devices: Change Order terms shall be effective as of the date of this Change Order, but processed in alignment with the next billing cycle.
  - b. Post-shipment of devices: Terms of the Change Order shall be effective as of the last day of the billing cycle.
4. Verizon Connect's acceptance of the terms of this Change Order shall be effective upon its issuance of a confirmation email.
  
5. By signing this Change Order, Customer accepts any applicable termination fees as contemplated under Section 11.5 of the governing Sourcewell Contract, unless otherwise duly modified. Customer hereby agrees to pay any and all amounts payable as they become due.

<b>Customer</b>
Signature:
Name:
Date:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
ATTORNEY

Item X15.



**AGENDA ACTION FORM**

**Consideration of a Resolution to Apply for and Receive Tennessee State Library & Archives (TSLA) Construction Grant**

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

Action Form No.: AF-220-2024  
Work Session: August 5, 2024  
First Reading: N/A  
Final Adoption: August 6, 2024  
Staff Work By: Committee  
Presentation By: Michael T Borders

**Recommendation:**

Approve the Resolution

**Executive Summary:**

If approved, the city will apply for and be authorized to receive a Tennessee State Library & Archives (TSLA) Construction Grant. This is a reimbursable grant of up to \$200,000 with a 10% match.

The grant funding request is for \$200,000 to cover renovation construction costs. The matching funds will come from current construction allocations identified in GP2300. This grant was previously awarded in the 2017 cycle and used to renovate the children’s area.

This is a rolling grant with no defined deadline and no projected award announcement.

**Attachments:**

- 1. Resolution
- 2. Supplemental Information

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE STATE LIBRARY AND ARCHIVES CONSTRUCTION GRANT

WHEREAS, the city, through the Kingsport Public Library, would like to apply for a Tennessee State Library and Archives (TSLA) Construction Grant, which will provide funds to be applied to renovation construction costs; and

WHEREAS, the maximum amount of the grant award being \$200,000.00, and requires a 10% match; and

WHEREAS, funding for the match are available in 311-0000601-2023, GP2300;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Tennessee State Library and Archives (TSLA) Construction Grant in the amount of \$200,000.00.

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

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

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

ADOPTED this the 6th day of August, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Tennessee Secretary of State  
Tre Hargett



Tennessee State Library & Archives  
1001 Rep. John Lewis Way North  
Nashville, Tennessee 37219

James Ritter  
State Librarian & Archivist

615-741-3667  
Jamie.Ritter@tn.gov

### General Guidelines

Construction funds are typically granted to a City, County or Library Board. The applicant must have the legal authority to accept state grant funds and will be responsible for adhering to all applicable laws. To qualify for this grant, a library must meet the guidelines for inclusion in the regional system (please see Part VI).

State funding will not exceed 50% of the project's budget or \$200,000, whichever is less. The project budget must include an appropriation by the city and/or county government of at least 10% of the amount requested in this application. The minimum amount for a grant award is \$20,000.

Primary consideration will be given to new construction projects and significant expansions. In the case of a library system or a county with multiple library buildings, once the system/county has received the maximum in grant funds, any additional applications from that system/county within a 10-year period will be given a lower priority. When funds are available, projects for renovation will be considered provided the purpose is to improve accessibility of the library and its collections to the public.

Construction grants require a pre-requisite amount of local project funds to be spent prior to the availability of grant funds. This pre-requisite amount is equal to the amount of the grant award and can be spent on elements of the project that grant funds are not eligible towards, including but not limited to planning, studies, architectural drawings or other pre-construction expenses. These pre-requisite funds can also be spent prior to the grant contract start date. Grant funds can only be for actual construction costs and must be expended within the contracted start and end dates and are issued as reimbursements as paid invoices are submitted.

Tennessee Secretary of State  
Tre Hargett



Tennessee State Library & Archives  
1001 Rep. John Lewis Way North  
Nashville, Tennessee 37219

James Ritter  
State Librarian & Archivist

615-741-3667  
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### General Guidelines

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## Part I. Applicant Information

<b>Applicant Name</b>	
<i>[City, County or Library Board applying for funds]</i>	
Mailing Address:	
Phone:	
e-mail:	

<b>Local Government Officials</b>	
<b>County Mayor</b>	
Mailing Address:	
Phone:	
e-mail:	
<b>City Mayor</b>	
Mailing Address:	
Phone:	
e-mail:	

<b>Library Board Chair</b>	
Mailing Address:	
Phone:	
e-mail:	

<b>Applicant Primary Contact For Grant Funding</b>	
Name	
Job Title	
Mailing Address:	
Phone:	
e-mail:	

<b>Library Director</b>	
Mailing Address:	
Phone:	
e-mail:	

<b>State Senator(s)</b> <i>to be contacted upon award</i>	
<b>State Representative(s)</b> <i>to be contacted upon award</i>	
<b>Regional Library Director</b>	

<b>Project Architect/Firm</b>	
Project Leader Contact	
Tennessee Registration Number	
Mailing Address:	
Phone:	
e-mail:	

<b>Type of Library</b>	
<input type="checkbox"/>	Department of the County or City
<input type="checkbox"/>	Joint Venture (a formal agreement between a city and county; between cities; or between counties where funding for the library is split between the agreeing entities)
<input type="checkbox"/>	A documented 501-C-3 (the library has filed with the IRS as a 501-C-3 non-profit organization; having a tax-exempt number or using one from a city or county does not qualify the library as a 501-C-3, just as tax exempt)
<input type="checkbox"/>	Other, please specify





### Part III. Project Budget by Source of Funds

County	\$
City	\$
Library Board	\$
Other (Specify source)	\$
	\$
	\$
	\$
Federal:	\$
a. (Specify Source)	\$
b. (Specify Source)	\$
State: Public Library Construction Grant Request	\$

TOTAL*	\$
<p>*Must be equal to or greater than architect's project cost estimate.  <i>(please include architect's project cost estimate with this application)</i></p>	

Prior Grant Information		
	Yes	No
Has a library in your county or system received a construction grant prior to this application?		
Name of Library or Branch that received a Construction Grant		
Year Grant Awarded		
Amount of Grant Award		

## Part IV. Support of Service

The Applicant must provide evidence of the availability of funding or intent to provide sufficient funding necessary to support the new or improved services that will be available in the completed facility and to assure effective operation and maintenance of the facility for public library operations. List below the anticipated changes in the library budget necessary for the new facility. *Add other categories on blank lines if needed.*

Category or Line Item	Current Budget	Projected Budget
Salaries & benefits		
Utilities		
Maintenance		
<b>Total Increase</b>		

Budget Notes/Comments:

# Financial Certification

**Library Name:** \_\_\_\_\_

Federal Employer Identification Number  
(FEIN) \_\_\_\_\_

*Also referred to as a tax-exempt number*

Business Name or Name of the Holder of  
the FEIN \_\_\_\_\_

I prefer to have my grant funds direct deposited.

Please provide the last 4 digits of the account you will be using for this grant \_\_\_\_\_

**Note: if using a new account for direct deposit, please contact the grant manager for the documentation and instructions to add this account to your file.**

\_\_\_\_\_  
**Signature of Authorizing Authority**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name of Authorizing Authority**

\_\_\_\_\_  
**Title of Authorizing Authority**

If a physical check is preferred, please include address where check should be sent:

## Part V. Checklist of Application Materials Submitted

Please submit application with the required documents as specified and confirm inclusion with this checklist.

1. Application for Construction Funds: Yes \_\_\_ No \_\_\_
2. Library Board Resolution or Minutes authorizing the project: Yes \_\_\_ No \_\_\_
3. Resolution by each contributing funding body confirming the amount, source and availability of local funds: Yes \_\_\_ No \_\_\_
4. Documentation that funds are available for project completion, i.e., copy of bank statement(s), promissory note(s), bond issue/reports, etc.: Yes \_\_\_ No \_\_\_
5. Copies of the library's two most recent operating budgets: Yes \_\_\_ No \_\_\_
6. Site Documentation:
  - a. Legal Description: Yes \_\_\_ No \_\_\_
  - b. Deed Proving Ownership: Yes \_\_\_ No \_\_\_
  - c. Site Survey: Yes \_\_\_ No \_\_\_
  - d. Vicinity Map: Yes \_\_\_ No \_\_\_
7. Documentation concerning flood hazards, environmental impact, and effect on historic properties:
  - a. Flood plain map Yes \_\_\_ No \_\_\_
  - b. Historic properties Yes \_\_\_ No \_\_\_ Not Applicable \_\_\_
8. Library building program; please ask your regional library director for assistance.  
Yes \_\_\_ No \_\_\_
9. Preliminary Design Information (to be completed by a certified architect/licensed contractor):
  - a. Contractor licensed and bonded Yes \_\_\_ No \_\_\_
  - b. Square foot summary Yes \_\_\_ No \_\_\_
  - c. Preliminary drawings Yes \_\_\_ No \_\_\_
  - d. Outline specifications Yes \_\_\_ No \_\_\_
  - e. Project cost estimate Yes \_\_\_ No \_\_\_
  - f. Floor plan of proposed project Yes \_\_\_ No \_\_\_
10. Financial Certification included (p.7 of this application). Yes \_\_\_ No \_\_\_

\*\*Based on application submitted, additional documentation may be required, dependent on the scope of the project. It is the responsibility of the applicant to ensure the project complies with all applicable laws, including but not limited to, construction bidding requirements, local zoning and planning commission requirements, and the Americans with Disabilities Act.

## PART VI. GUIDELINES FOR INCLUSION IN THE REGIONAL SYSTEM

All applicants must meet or exceed the following guidelines which are based on the Level I standards in the *Tennessee Standards for Public Libraries*. Please indicate that the library meets each guideline by checking the appropriate boxes.

- Resolution from the city or county commission that recognizes the entity as a public library.
- Minimum of 51% of the library operating expense is comprised of public funds from the city and/or county.
- The library budget provides a minimum of 20 hours a week for paid staff.
- Library is located in a county currently served by the regional library system.
- A governing library board has been appointed in accordance with TCA 10-3-101 and 10-3-103.
- The library is open a minimum of 20 hours a week.
- Library holds and/or owns a circulating, cataloged collection.
- Basic library services are free to the community, including but not limited to circulation of materials, reference services, programming, and public access to technology.
- Have submitted both the Service Agreement and Maintenance of Effort documents

## PART VII. CERTIFICATION OF APPLICATION

The Applicant Assures and Certifies:

1. That it possesses legal authority to apply for the grant and to finance and construct the proposed facility; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the Application and to provide additional information as may be required.
2. That the architectural plans for the project will be drawn by an architect licensed to practice in Tennessee; that the contractor engaged on the project will be licensed and bonded according to Tennessee law; that access will meet the requirements of the Americans with Disabilities Act; and that the project will be fully reviewed and approved by all relevant building codes authorities.
3. That it will comply with the regulations, policies, guidelines and requirements as they relate to the Application, acceptance and use of funds received from the State for this project.
4. That, if awarded, grant funds will be released only after a majority of the local funding for the project has been expended; that invoices will be submitted, and the local agency will be promptly reimbursed by the state up to the amount of the grant.
5. That to the best of their knowledge and belief, all of the statements made in this Application for Construction Funds are true and correct, that the estimates made are as accurate as they can be at this date; that all funds received for the project will be expended solely for the purpose of such grant; and any such funds not so expended, including funds lost or diverted to other purposes, shall be repaid to the State of Tennessee.
6. The funding body(ies) acknowledge and understand that any projected increase in the operational cost will be completely funded at the conclusion of the construction project. (Insert amount of increase from p.6 of this application, Section IV: \$\_\_\_\_\_.)

### Chief Executive of Applicant Government

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Library Board Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# SUBMIT APPLICATION TO YOUR REGIONAL LIBRARY DIRECTOR

Regional Directors will review and forward to the Construction Grant Committee, State Librarian and Archivist, and Secretary of State

## Buffalo River Region

230 E. James Campbell Blvd. 108  
Columbia, TN 38401  
Marion Bryant, Director  
(931) 388-9282  
FAX: (931) 388-1762  
[Marion.Bryant@tn.gov](mailto:Marion.Bryant@tn.gov)  
Counties Served:

- Giles
- Hickman
- Lawrence
- Lewis
- Lincoln
- Marshall
- Maury
- Perry
- Wayne
- Williamson

## Clinch River Region

130 North Main Street, Suite 2  
Clinton, TN 37716  
Matthew Jordan, Director  
(865) 220-4000  
FAX: (865) 425-4468  
[Matthew.Jordan@tn.gov](mailto:Matthew.Jordan@tn.gov)  
Counties Served:

- Anderson
- Campbell
- Claiborne
- Grainger
- Jefferson
- Morgan
- Scott
- Sevier
- Union

## Falling Water River Region

208 Minnear Street  
Cookeville, TN 38501  
Matt Kirby, Director  
(931) 526-4016  
FAX: (931) 528-3311  
[Matthew.Kirby@tn.gov](mailto:Matthew.Kirby@tn.gov)  
Counties Served:

- Bledsoe
- Clay
- Cumberland
- DeKalb
- Fentress
- Jackson
- Macon
- Overton
- Pickett
- Putnam
- Sequatchie
- Smith
- Van Buren
- White

## Hatchie River Region

63 Executive Drive  
Jackson, TN 38305  
Genny Carter, Director  
(731) 668-0710  
FAX: (731) 668-6663  
[Genny.Carter@tn.gov](mailto:Genny.Carter@tn.gov)  
Counties Served:

- Chester
- Decatur
- Fayette
- Hardeman
- Hardin
- Haywood
- Henderson
- Lauderdale
- Madison
- McNairy
- Tipton

## Holston River Region

170 West Springbrook Drive  
Johnson City, TN 37601  
Jennifer Breuer, Director  
(423) 926-2951  
FAX: (423) 854-5082  
[Jennifer.Breuer@tn.gov](mailto:Jennifer.Breuer@tn.gov)  
Counties Served:

- Carter
- Cocke
- Greene
- Hancock
- Hawkins
- Hamblen
- Johnson
- Sullivan
- Unicoi
- Washington

## Obion River Region

542 N. Lindell  
Martin, TN 38237  
Jenny Gillihan, Director  
(731) 364-4597  
FAX: (731) 587-0027  
[Jenny.Gillihan@tn.gov](mailto:Jenny.Gillihan@tn.gov)  
Counties Served:

- Benton
- Carroll
- Crockett
- Dyer
- Gibson
- Henry
- Lake
- Obion
- Weakley

## Ocoee River Region

718 George Street, N.W.  
Athens, TN 37303  
Liz Schreck, Director  
(423) 745-5194  
FAX: (423) 649-1501  
[Liz.Schreck@tn.gov](mailto:Liz.Schreck@tn.gov)  
Counties Served:

- Blount
- Bradley
- Loudoun
- McMinn
- Meigs
- Monroe
- Polk
- Rhea
- Roane

## Red River Region

1753 Alpine Drive Suite A  
Clarksville, TN 37041  
Cecilie Maynor, Director  
(931) 645-9531  
FAX: (931) 645-6695  
[Cecilie.Maynor@tn.gov](mailto:Cecilie.Maynor@tn.gov)  
Counties Served:

- Cheatham
- Dickson
- Houston
- Humphreys
- Montgomery
- Robertson
- Stewart
- Sumner

## Stones River Region

2118 East Main Street  
Murfreesboro, TN 37130  
Kate Huddleston, Director  
(615) 893-3380  
FAX: (615) 895-6727  
[Kate.Huddleston@tn.gov](mailto:Kate.Huddleston@tn.gov)  
Counties Served:

- Bedford
- Cannon
- Coffee
- Franklin
- Grundy
- Marion
- Moore
- Rutherford
- Trousdale
- Warren
- Wilson





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

A RESOLUTION APPROVING THE REDEVELOPMENT PLAN  
AND TAX INCREMENT FINANCING AMENDMENT FOR THE  
RIVERBEND REDEVELOPMENT DISTRICT FOR THE ARBOR  
TOWNHOME PROJECT AREA

WHEREAS, Kingsport Housing & Redevelopment Authority (“KHRA”) pursuant to the provisions of Title 13, Chapter 20, Tennessee Code Annotated, as supplemented and amended, has the power and authority to administer redevelopment programs located within its statutory boundaries; and

WHEREAS, KHRA has prepared a document entitled “Redevelopment Plan for Identified Districts & Study Areas” in conformance with Title 13, Chapter 20, Part 2, Tennessee Code Annotated, as supplemented and amended, which has been adopted by the City of Kingsport; and

WHEREAS, as previously authorized by the board of mayor and aldermen, KHRA conducted a public hearing on July 15, 2024, to determine the necessity for the expansion of the existing Riverbend Redevelopment District on behalf of the city and the adoption of a tax increment financing amendment which authorizes the use of tax increment financing within the expansion area; and

WHEREAS, the comments and findings of said public hearing, along with the project proposal for the Riverbend Redevelopment District have been presented to the board of mayor and aldermen; and

WHEREAS, KHRA has recommended the expansion of the existing Riverbend Redevelopment District and the proposed tax increment financing amendment and has also recommended approval of the use of tax increment financing for a project known as The Arbor Townhome Project to be located within the Riverbend Redevelopment District expansion area as shown on the attached Exhibit; and

WHEREAS, the board of mayor and aldermen has reviewed the record of said public hearing, and the Tax Increment Financing Amendment, including the provisions therein for tax increment financing and desires to approve the same.

Now, therefore,

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

SECTION I. That the expanded Riverbend Redevelopment District is a blighted area as defined by Tennessee Code Annotated section 13-20-201 in need of redevelopment.

SECTION II. That the Riverbend Redevelopment District Tax Increment Financing Amendment The Arbor Project Area (“Amendment”), a copy of which is attached hereto as an exhibit, and which includes an amendment expanding the district boundary and authorizing tax increment financing, as presented and recommended by KHRA, is hereby approved, and the factual findings contained therein are affirmed and adopted by the board of mayor and aldermen.

SECTION III. That use of tax increment financing as described in the Amendment for use in support of the project known as The Arbor Project is hereby approved.

SECTION IV. That KHRA is hereby authorized and empowered to implement the Redevelopment Plan and amendment on behalf of the City of Kingsport, Tennessee through the execution of a Redevelopment Agreement.

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

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

ADOPTED this the 6<sup>th</sup> day of August, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**RIVERBEND REDEVELOPMENT DISTRICT  
TAX INCREMENT FINANCING AMENDMENT  
THE ARBOR PROJECT AREA**

Tax-increment financing (“TIF”) is a redevelopment tool to be administered by housing and redevelopment authorities codified at Tenn. Code Ann. §§13-20-204 and 205, et. seq. The purpose of TIF is to provide an economic stimulus for blighted property in need of redevelopment. Upon adoption of this Amendment, TIF may be utilized to finance eligible redevelopment costs for a redevelopment project known as The Arbor (“The Arbor”) to be located within the expanded Riverbend Redevelopment District subject to the provisions of this Amendment. The TIF shall be administered as follows:

A. District History.

The property on which The Arbor will be located is property near Wal-Mart on Fort Henry Drive which has remained undeveloped in spite of commercial activity around it. The current Riverbend Redevelopment District is shown on the map attached as Exhibit One. This Amendment would expand the Riverbend Redevelopment District to incorporate approximately 9.25 additional acres which consists of Sullivan County Tax Map 077H Parcels 002.00 and 001.10 as shown on Exhibit Two (“Expansion Area”). The Arbor will occupy a total of approximately 16.20 acres within the Expansion Area as shown on Exhibit Three (“Project Area”). Much of the property within the Expansion Area was graded with little to no control of erosion from the site. The property was cited for violations on several occasions. No progress has been made on the abandoned development for several years. This Project Area also requires significant stormwater improvements to be constructed. This condition has negatively affected development in the nearby areas. In order to combat these issues for the site it is proposed that the Expansion Area (which includes the Project Area) be designated as part of the Riverbend Redevelopment District and be afforded all tax incentives as appropriate to encourage new land uses in the area.

The Expansion Area and Project Area is recognized as having a potential economic return to the City and County primarily due to its desirable location near Fort Henry Drive. Delay of the redevelopment of this site will continue to have a negative impact on the adjacent commercial areas. The use of TIF will allow the redevelopment of a well-located site which has previously been underutilized. The existing blight and negative impact on surrounding areas would all be remediated or eliminated by implementation of the proposed Redevelopment Project. The presence of approximately 92 new townhomes will increase economic activity in and around the Redevelopment District. Redevelopment of this area via the proposed Project would also help alleviate the shortage of market rate family homes in the Kingsport and Sullivan County markets which is critical to assist area businesses in recruiting new employees to the area who will both work and live in Kingsport and Sullivan County.

Based on the foregoing circumstances and conditions, the Board of Commissioners of KHRA has determined that the Expansion Area of the District which includes the Project Area

is blighted as defined by TCA 13-20-201 et seq. The District experiences the following conditions:

1. Long-term vacant and underutilized property.
2. The continued deterioration of the property due to unfinished grading and erosion control and negative impact to the surrounding properties.

It is recommended that the project be redeveloped, rehabilitated and/or renovated in order to correct such blighted, deteriorated and dilapidated conditions.

B. District Zoning and Land Use.

The redevelopment of the Riverbend Redevelopment District shall comply with the Zoning Ordinances and building codes as well as other applicable rules, laws, ordinances, codes and regulations of the City. KHRA shall also review the Plan and any redevelopment projects within the District with appropriate City agencies and officials to ensure that the Plan and the proposed redevelopment activities conform with local objectives relating to appropriate land uses, improved traffic flow, public transportation, public utilities, recreation and community facilities and other public improvements and needs. For a more complete description of the requirements and restrictions of the Zoning Ordinances of the City, reference should be made to the Ordinances themselves. This property should continue to be zoned Planned Development (PD) by the City of Kingsport.

The City and KHRA will cooperate in the planning and construction of improvements to the streets, roadways, sidewalks, curbs and gutters, parking systems, lighting, landscaping and traffic signalization and control.

C. Estimated Cost of the Project.

The total estimated costs of all the proposed improvements to be made by Land Star Development, LLC (the "Developer") for The Arbor, is \$ 4,197,832.00. The proposed improvements by the Developer include removal of the existing improvements, grading, installations of storm water and utilities, construction of roads, installation of landscaping, lighting and other related amenities. The Developer will also be required to grade and construct an approximately 27 space automobile asphalt parking area on adjoining City property to service Riverbend Park (collectively these improvements are referred to as the "Redevelopment Project"). Developer will then sell the residential lots to a home builder who will construct approximately 92 townhomes. The townhomes will be approximately 1600 square feet. The total project investment by the developer and home builder is estimated to be approximately \$ 25,000,000.00. In order to give KHRA and the Developer flexibility in the event of future unforeseen market or site conditions, KHRA may deem Developer to be in compliance with the above units count requirements provided the final unit count is at least ninety percent (90%) of the units counts listed above.

KHRA will be paid an annual administration fee equal to five percent of the total and annual tax increment revenue received by KHRA. The Project will be located in the Project Area on current Sullivan County Tax Map 077H, Group C, Parcels 002.30, 002.00 and 001.10 which are the sole three tax parcels within the Project Area. The TIF shall be limited to eligible expenditures for the Redevelopment Project within the Project Area.

D. Sources of Revenue to Finance the Cost of the Project.

The primary sources of revenue to pay for the Redevelopment Project are proceeds in the amount of \$3,097,832.00 from a permanent loan to the Developer and tax-increment based debt (to be issued by the KHRA in the form of bonds, notes, or other indebtedness) in an amount not to exceed \$1,100,000.00, but in no event in an amount to exceed the estimated amount of debt that can be amortized over a 15 year increment period which are hereby authorized by City of Kingsport (the "City") and Sullivan County, Tennessee (the "County"). Current projections suggest that the tax increment from the proposed improvements within the Project Area will be sufficient to retire this amount of indebtedness within a fifteen (15) year amortization period for both the City and the County.

The total current property tax assessment for the Project Area is \$ 336,665 . This results in annual property tax payments to the City in the amount of \$ 6,727.58 and annual property tax payments to the County in the amount of \$ 8,100.83. The Redevelopment Project would result in a total estimated assessed value for property within the Project Area of \$ 6,009,628. Based on current tax rates, this would result in total estimated annual city taxes of \$ 120,090.40 and total estimated annual county taxes of \$ 144,603.67. Because Sullivan County has as of tax year 2023 dedicated \$0.3369 of its \$ 2.4062 tax rate for repayment of indebtedness and the City of Kingsport as of tax year 2023 has dedicated \$0.2789 of its \$1.99 tax rate for repayment of indebtedness, that portion of the increment, pursuant to Tenn. Code Ann. §§13-20-205 and 9-23-103, shall not be allocated as provided in Paragraph G below but shall be collected and paid to the respective taxing agency as all other property taxes are collected and paid. Thus, the estimated total available increment from Sullivan County taxes after the statutory debt service set aside but prior to any county holdback is \$ 117,390.62. The estimated total available increment from City of Kingsport taxes after statutory debt service set aside but prior to any holdback is \$97,540.93. However, this amendment provides in Paragraph G that forty percent (40%) of the tax increment shall be retained by the City and County resulting in an estimated total annual available tax increment after holdbacks and KHRA administrative fees of \$ 122,510.98. The combined new tax revenue above the current base as a result of this Project would be \$66,068.46 to the County and \$54,838.26 for the City. A detailed calculation of these estimated projections is attached hereto as Exhibit Four. The redevelopment of the Project Area will not occur to the degree proposed without the use of tax-increment financing.

E. Amount and the Final Maturity of Bonded or other Indebtedness to be Incurred.

The amortization period for any indebtedness backed by the tax-increment revenue generated within the Project Area shall be no more than 15 years. In any event, the final maturity date of all indebtedness issued pursuant to this Amendment shall be on or before May

15, 2043. Upon retirement of all bonds, loans, or other indebtedness incurred and payable from tax-increment funds, or at such time as monies on deposit in the tax-increment fund or funds are sufficient for such purpose, all property taxes resulting from the incremental development of the project shall be retained by the appropriate taxing agency for disbursement according to law.

F. Impact of the Tax-Increment Financing Provisions Upon Taxing Agencies.

The total assessment of the City of Kingsport's real property tax base for the 2019 tax year is approximately \$ 1,878,156,279. The total assessment of Sullivan County's property tax base for the 2023 tax year is approximately \$4,331,190,786. The current assessment of the Project Area represents 0.01% of the City of Kingsport's property tax base and 0.007% of the Sullivan County property tax base. The estimated assessment of the Proposed Improvements would represent 0.3% of the current City of Kingsport tax base and 0.1% of the current Sullivan County tax base. Based on these small percentages, the City and the County (the two taxing agencies affected by this Redevelopment Project) will not be substantially impacted financially by this tax-increment financing provision.

The development of the Redevelopment Project will result in approximately 200 additional residents and increased economic activity and tax revenue within the Redevelopment District and the region as whole.

G. Division of Property Taxes.

Upon approval of this Amendment, the taxes levied and collected over the Project Area shall be collected by the appropriate taxing authorities in the same manner as provided by law, except that said taxes shall be divided as follows:

1. The portion of the taxes which would be produced by the rate at which the tax is levied each year by each taxing agency, upon the assessed value of such property within the Project Area as of the 2024 tax year (which is the year of approval of this TIF amendment) ("Base Assessment"), shall be allocated to, and when collected, shall be paid to, the respective taxing agencies as taxes levied by such taxing agencies on all other property are paid; provided, that in any year in which taxes of the Project Area are less than the Base Assessment and the Dedicated Taxes, there shall be allocated and paid to those respective taxing agencies only those taxes actually imposed and collected; and provided further, that, in any year or years in which the Base Assessment would be diminished solely due to a rate reduction under Title 67, Chapter 5, Part 17, of the Tennessee Code, the Base Assessment shall nevertheless be established at the amount originally determined.

2. Subject to the restraints herein and applicable law, sixty percent (60%) of the City of Kingsport taxes levied in each year in excess of the Base Assessment and Dedicated Taxes shall be allocated to and, when collected, shall be paid into a special fund or funds of KHRA to pay the administration fee and to pay the principal of and interest on any bonds, loans or other indebtedness incurred or to be incurred by KHRA to finance or refinance, in whole or in part, eligible redevelopment expenses of the Redevelopment Project

contemplated by the Redevelopment Plan, and such other expenses as may be allowed by law. The remaining forty percent (40%) of the City of Kingsport taxes levied in each year in excess of the Base Assessment and Dedicated Taxes shall be allocated to and, when collected, shall be paid to the City in the same manner as taxes on all other property are paid.

3. Subject to the restraints herein and applicable law, sixty percent (60%) of the Sullivan County taxes levied in each year in excess of the Base Assessment and Dedicated Taxes shall be allocated to and, when collected, shall be paid into a special fund or funds of KHRA to pay the administration fee and to pay the principal of and interest on any bonds, loans or other indebtedness incurred or to be incurred by KHRA to finance or refinance, in whole or in part, eligible redevelopment expenses of the Redevelopment Project contemplated by the Redevelopment Plan, and such other expenses as may be allowed by law. The remaining forty percent (40%) of the Sullivan County taxes levied in each year in excess of the Base Assessment and Dedicated Taxes shall be allocated to and, when collected, shall be paid to Sullivan County in the same manner as taxes on all other property are paid.

4. Upon retirement of all bonds, loans or other indebtedness incurred by KHRA and payable from such special fund or funds, or at such time as monies on deposit in such special fund or funds are sufficient for such purpose, all taxes levied each year in excess of the Base Assessment and Dedicated Taxes shall, when collected, be paid to the respective taxing agency as taxes levied by such taxing agencies on all other property are paid, and KHRA shall give notice to all affected taxing agencies of such retirement. Excess taxes beyond amounts necessary to fund or reserve for eligible expenditures may be applied to principal and interest of debt incurred to finance such eligible expenditures or shall revert to the taxing agency general fund. In any event, the division of property taxes required by this document shall not continue for any tax year beyond 2042.

H. Property Tax Assessments and Collection.

1. The appropriate assessor shall, in each year during the period in which taxes are to be allocated to KHRA pursuant to Paragraph G, compute and certify the net amount, if any, by which the current assessed value of all taxable property located within the Project Area which is subject to taxation by the particular taxing agency exceeds the base assessment. The net amount of any such increase is referred to in this subdivision as the incremental value for that particular year.

2. In any year in which there exists a tax increment to be allocated to KHRA, the appropriate assessor shall exclude it from the assessed value upon which the appropriate assessor computes the tax rates for taxes levied that year by the taxing agency. However, the assessor shall extend the aggregate tax rate of such taxes against the Base Assessment and the incremental value and shall apply the taxes collected there from as provided herein.

3. If in any year property comprising a portion of the Project Area shall be removed from the tax rolls of a taxing agency, the Base Assessment for the Project Area shall

be reduced by the amount of the Base Assessment allocable to the property so removed for each subsequent year in which taxes are to be allocated to a particular authority pursuant to the above provisions.

I. Documentation for Assessor's Office.

Upon approval of this Amendment, KHRA shall transmit to the assessor of property and the chief financial officer for each taxing agency affected, a copy of the description of all land within the Project Area (including tax parcel numbers), the date or dates of the approval of the redevelopment plan or amendment thereto, a copy of the resolution approving the redevelopment plan or approving an Amendment thereto, a map or plat indicating the boundaries of such property and the Base Assessment with respect to the Project Area, and taxes shall thereafter, when collected, be allocated and paid in the manner provided herein.

J. Excluded Taxes.

Notwithstanding anything to the contrary in this section, taxes levied upon property subject to tax-increment financing provisions by any taxing agency for the payment of principal of and interest on all bonds, loans or other indebtedness of such taxing agency, and taxes levied by or for the benefit of the State of Tennessee (herein "Dedicated Taxes"), shall not be subject to allocation as provided in Paragraph G but shall be levied against the property and, when collected, paid to such taxing agency as taxes levied by such taxing agency on all other property are paid and collected.

K. Interpretation.

This tax-increment financing amendment is being proposed pursuant to *Tenn. Code Ann. § 13-20-201, et. seq.* and *Tenn. Code Ann. § 9-23-101, et. seq.* and all relevant provisions are hereby incorporated herein by reference. All provisions of this Amendment shall be construed in a manner consistent with said Code sections.

L. Conditions of Tax-Increment.

KHRA shall enter into a redevelopment agreement with Developer which requires Developer to pursue and complete the Redevelopment Project in a diligent manner, and in accordance with plans and specifications approved by KHRA. The redevelopment agreement to be entered into between KHRA and Developer shall contain such terms as KHRA believes reasonably necessary to accomplish this purpose.

M. Limitation of Approval.

The approval of this TIF Amendment by Sullivan County, Tennessee is limited solely to Redevelopment Project and the Project Area described herein and shall not be interpreted as an approval of any other tax increment financing project, or Redevelopment District.



EXHIBIT ONE

MAP OF CURRENT RIVERBEND REDEVELOPMENT DISTRICT



EXHIBIT TWO

MAP OF EXPANDED RIVERBEND REDEVELOPMENT DISTRICT



EXHIBIT THREE

MAP OF THE ARBOR PROJECT AREA

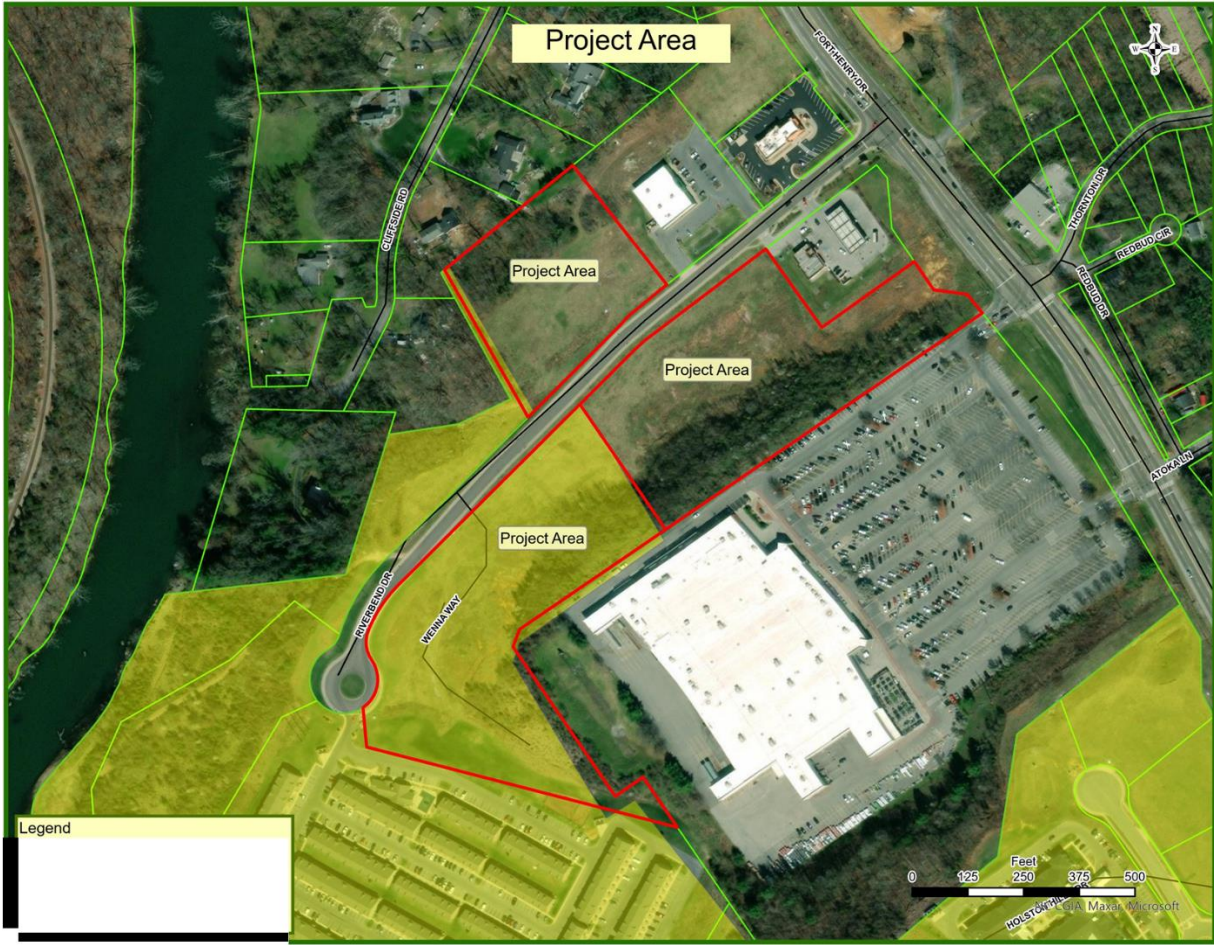


EXHIBIT FOUR

TIF ESTIMATE  
RIVERBEND REDEVELOPMENT DISTRICT  
THE ARBOR PROJECT AREA

Total Original Base Value	\$336,665.00
County Tax Rate	2.4062
City Tax Rate	1.9983
Total New Assessed Value	\$6,009,628.00
County Debt Service Rate	.3369
City Debt Service Rate	0.2789
Total County Taxes	\$144,603.67
Base County Taxes	\$8,100.83
County Increment	\$136,502.84
County Debt Service Set Aside	\$19,112.21
Available County Increment after Debt Service	\$117,390.62
County Increment after 40% Holdback	\$70,434.37
County Increment after 40% Holdback and Admin Fee	\$66,912.66
Total City Taxes	\$120,090.40
Base City Taxes	\$6,727.58
Proposed City Increment	\$113,362.82
City Debt Service Set Aside	\$15,821.89
Available City Increment after Debt Service	\$97,540.93
City Increment after 40% holdback	\$58,524.56
City Increment after 40% holdback and admin fee	\$55,598.33
Total City and County Increment available for debt service	\$122,510.98
Annual New Benefits to City ( debt service)	\$54,838.26
Annual New Benefits to County (retained increment & debt service)	\$66,068.46

# Riverbend Redevelopment District Expansion







Parcel To Be Added to Riverbend Redevelopment District

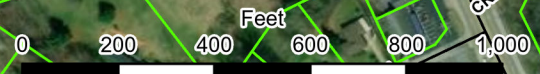
Parcel To Be Added to Riverbend Redevelopment District

Riverbend Redevelopment District

**Legend**

-  Parcels To Be Added To Riverbend Redevelopment District
-  Riverbend Redevelopment District
-  Roads
-  Parcels

Item X17.



# Project Area



Project Area

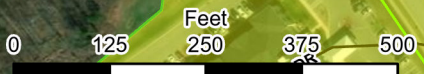
Project Area

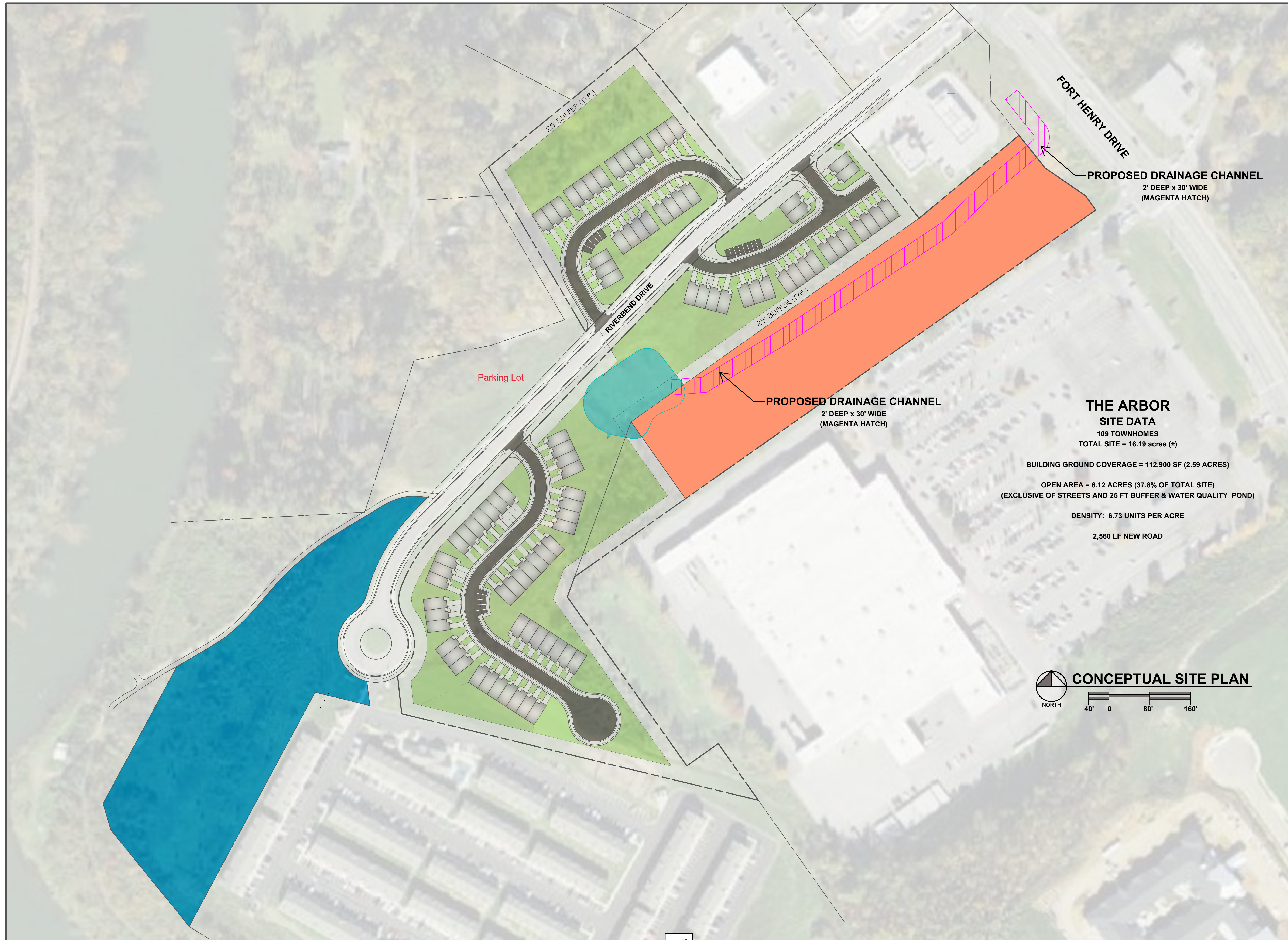
Project Area

**Legend**

- Project Parcels
- Riverbend Redevelopment District
- Roads
- Parcels

Item X17.





**THE ARBOR**  
**SITE DATA**  
 109 TOWNHOMES  
 TOTAL SITE = 16.19 acres (±)

BUILDING GROUND COVERAGE = 112,900 SF (2.59 ACRES)  
 OPEN AREA = 6.12 ACRES (37.8% OF TOTAL SITE)  
 (EXCLUSIVE OF STREETS AND 25 FT BUFFER & WATER QUALITY POND)  
 DENSITY: 6.73 UNITS PER ACRE  
 2,560 LF NEW ROAD

**CONCEPTUAL SITE PLAN**  
 NORTH  
 40' 0 80' 160'

**6" COMBINED CURB AND GUTTER (6-30)**

1. ALL NON-MOUNTABLE OR ROLLED CURB AND GUTTER TO BE 6" CONCRETE COMBINED CURB AND GUTTER TYPE 6-30.
2. PLEASE SEE TDOT STANDARD DRAWING RP-VC-10, LATEST REVISION FOR 6" CONCRETE COMBINED CURB AND GUTTER DETAILS.
3. CURB AND GUTTER AND SIDEWALK JOINTS SHALL ALIGN.

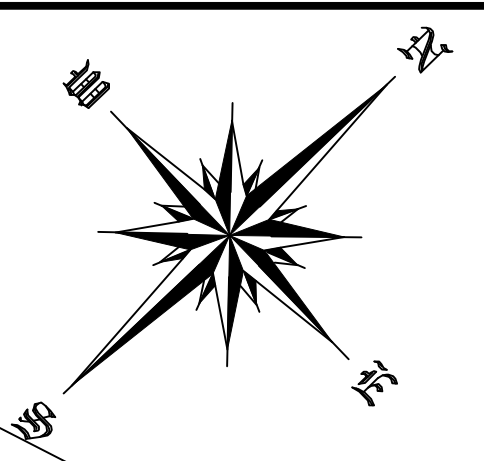
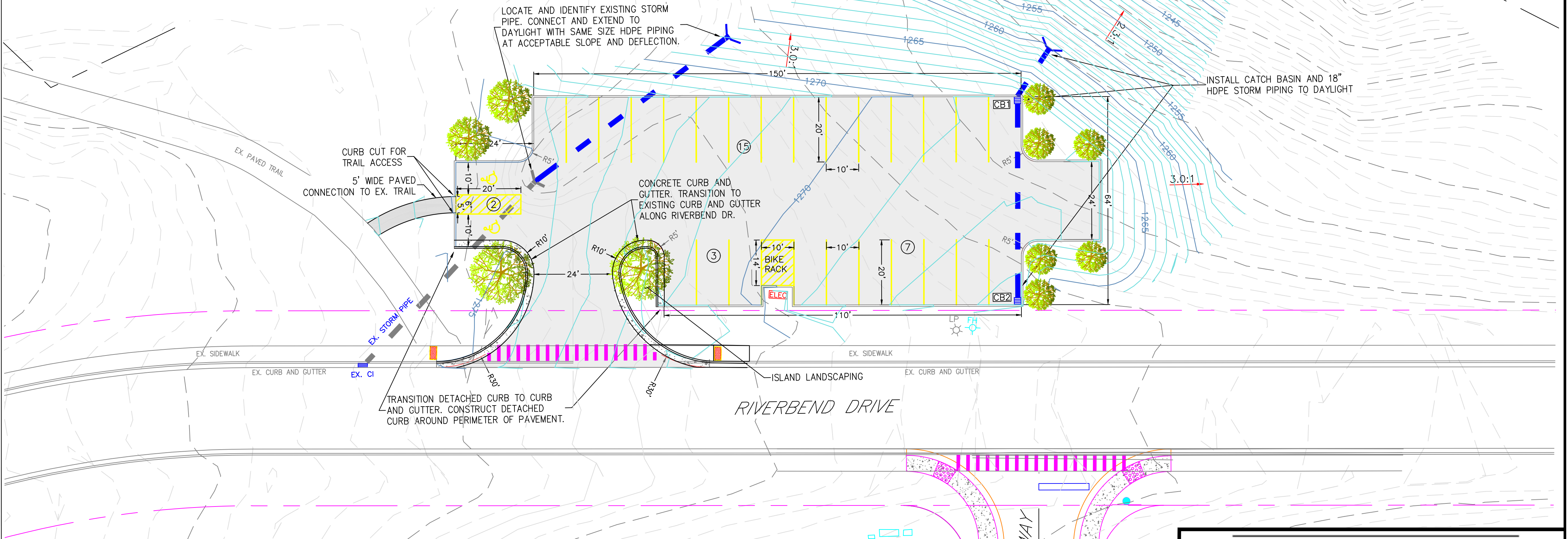
**DETACHED CURB**

1. PLEASE SEE TDOT STANDARD DRAWING RP-VC-10, LATEST REVISION FOR 6" CONCRETE DETACHED (NON-MOUNTABLE) CURB DETAILS.
2. CURB AND SIDEWALK JOINTS SHALL ALIGN.

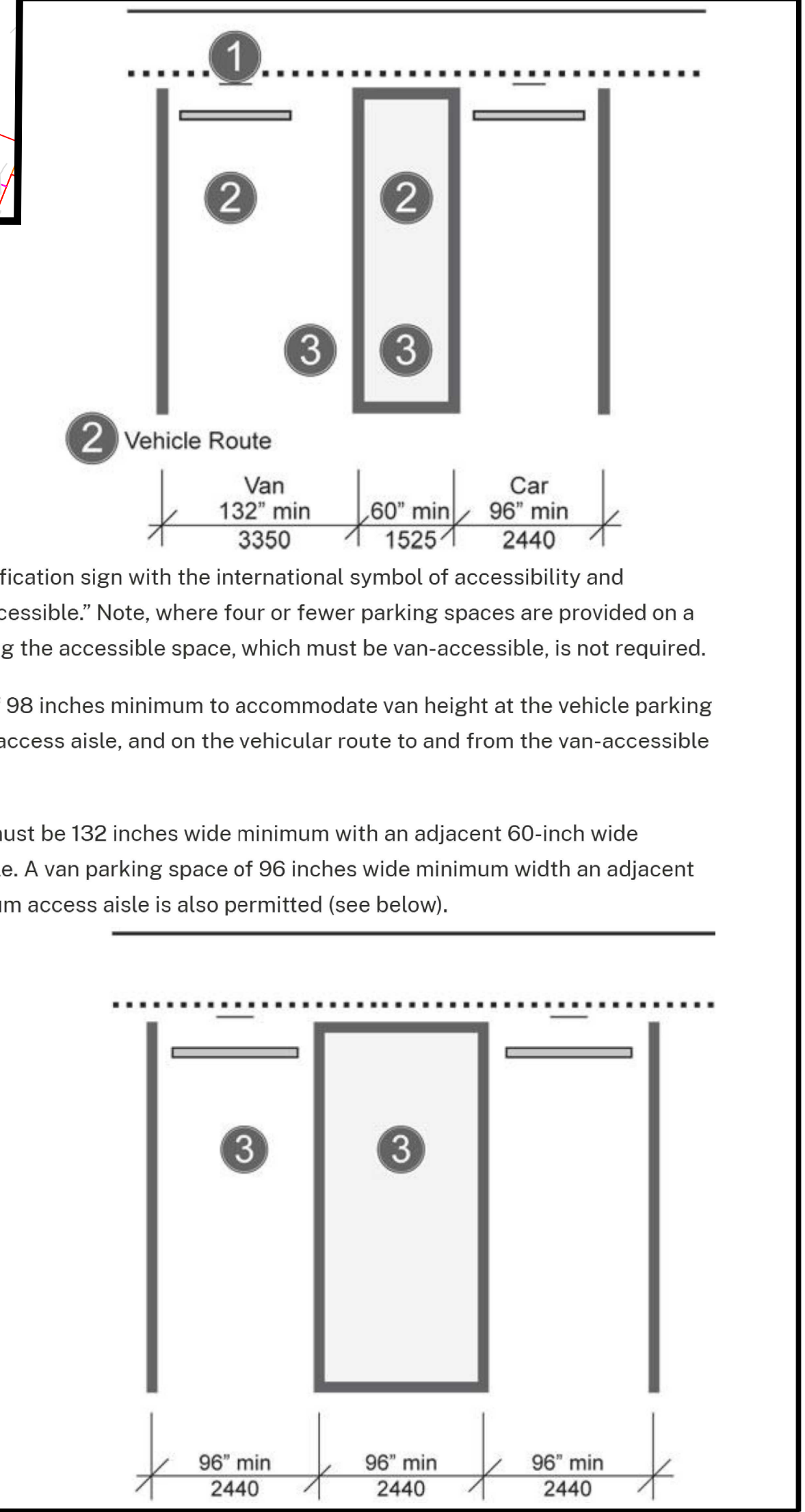
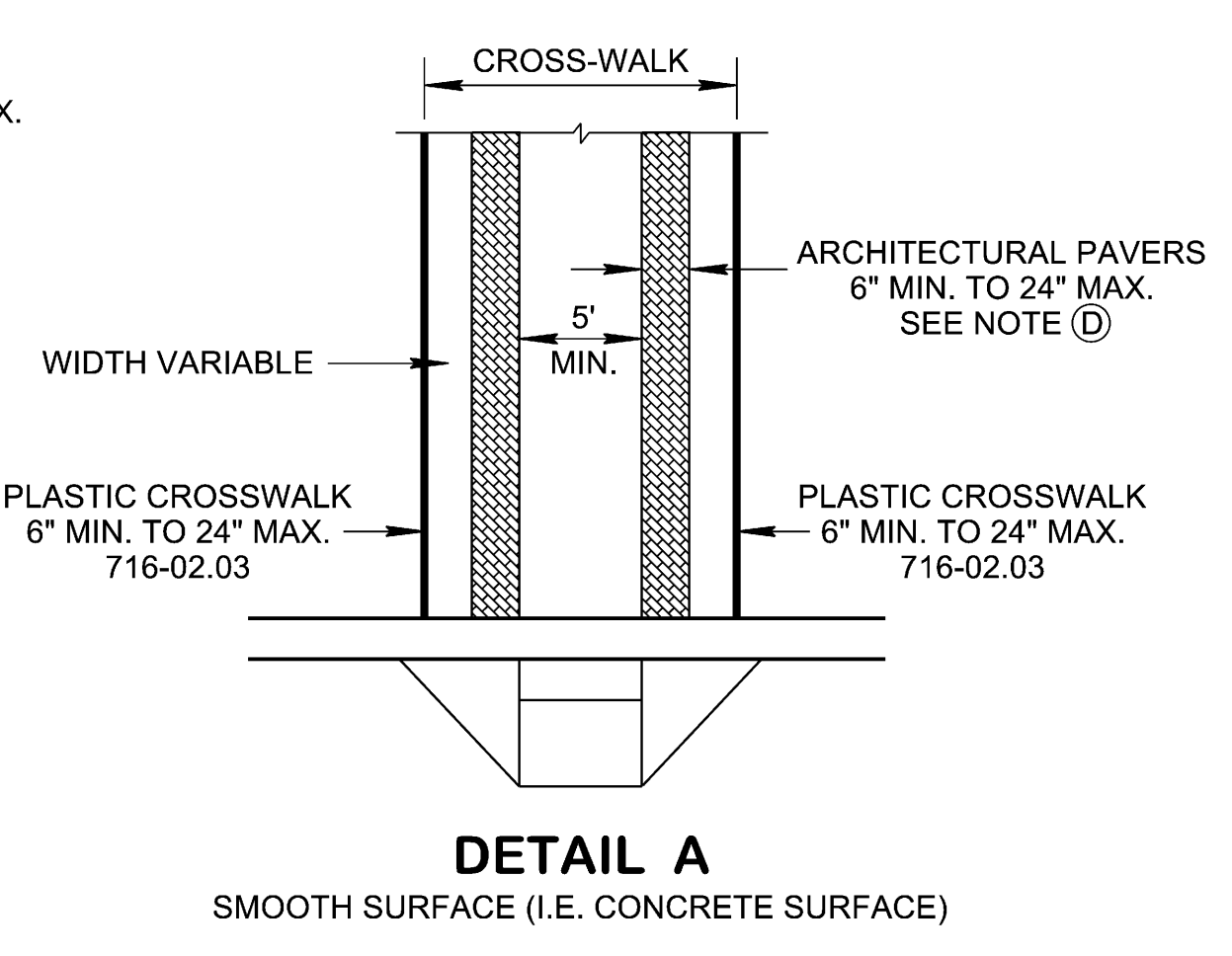
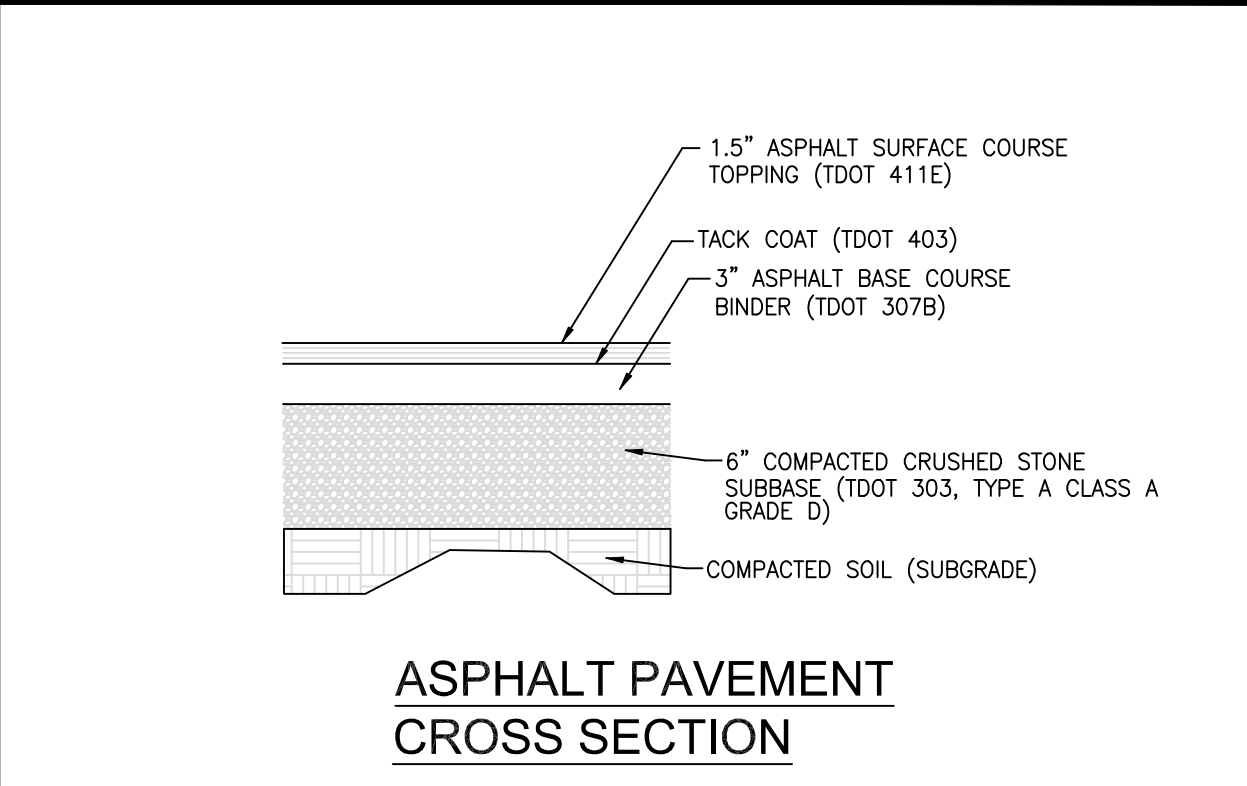
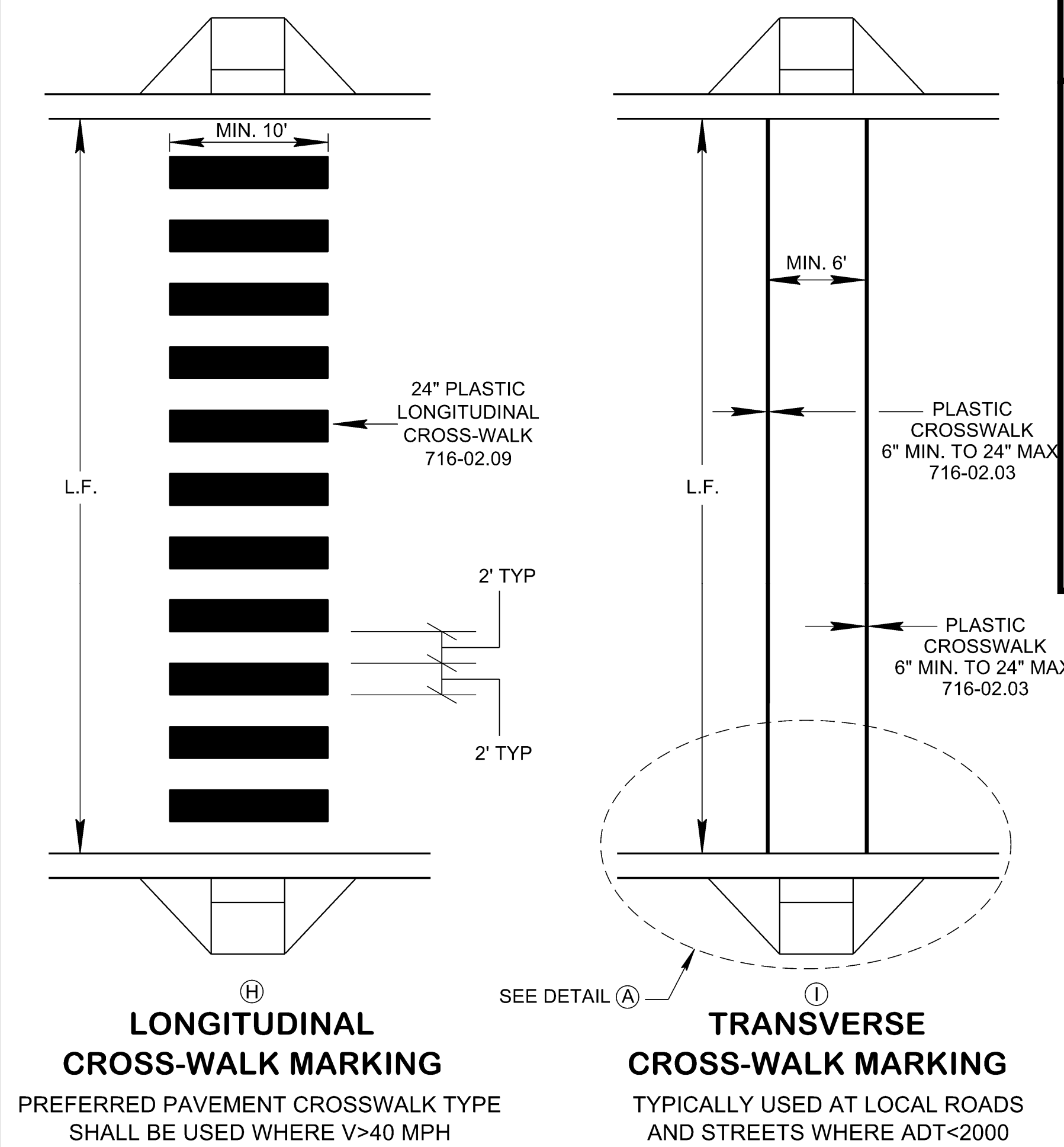
DRAWING TITLE	SCALE	DRAWING NO.	REV.
CURB DETAILS - CURB AND GUTTER AND DETACHED	N. T. S.	A6.1	

Volumes by Triangulation (Prisms) Thu, Jul 11 2024 10:48:01 AM  
 Existing Surface: C:\Carlson Projects\Riverbend\Riverbend surface.tin  
 Final Surface: C:\Carlson Projects\Riverbend\Riverbend Dr parkinglot-fg.tin  
 Cut volume: 1,077.6 C.F., 39.91 C.Y.  
 Fill volume: 65,185.3 C.F., 2,414.27 C.Y.  
 Area in Cut : 3,799.1 S.F., 0.09 Acres  
 Area in Fill: 20,438.3 S.F., 0.47 Acres  
 Total inclusion area: 24,271.4 S.F., 0.56 Acres  
 Average Cut Depth: 0.28 feet  
 Average Fill Depth: 3.19 feet  
 Cut to Fill ratio: 0.02  
 Import Volume: 2,374.4 C.Y.  
 Elevation Change To Reach Balance: -2.641  
 Volume Change Per .1 ft: 89.9 C.Y.

**PRELIMINARY QUANTITIES**  
 27 TOTAL PARKING SPACES  
 1,253 SY ASPHALT PAVEMENT  
 15 SY TRAIL ACCESS PAVEMENT  
 147 LF CURB AND GUTTER  
 450 LF DETACHED CURB  
 153 LF 18" HDPE STORM PIPE  
 2 EA. CATCH BASIN  
 9 EA. TREE - SIZE AND SPECIES FROM CITY OF KINGSPORT'S APPROVED PLANT LIST  
 PERIMETER LANDSCAPING - 1 TREE PER 50 FEET OF PERIMETER. 428 L.F. PERIMETER = 9 TREES. PARKING AREAS OF MORE THAN 5,000 SQ.FT. REQUIRE 5% OF AREA TO BE ISLAND LANDSCAPING. 11,277 SQ.FT. X .05 = 564 (1 TREE/600 SQ.FT.) = 1 TREE.



**PLAN VIEW**



1. Parking space identification sign with the international symbol of accessibility and designation, "van accessible." Note, where four or fewer parking spaces are provided on a site, a sign identifying the accessible space, which must be van-accessible, is not required.
2. Vertical clearance of 98 inches minimum to accommodate van height at the vehicle parking space, the adjacent access aisle, and on the vehicular route to and from the van-accessible space.
3. Van parking space must be 132 inches wide minimum with an adjacent 60-inch wide minimum access aisle. A van parking space of 96 inches wide minimum width an adjacent 96-inch wide minimum access aisle is also permitted (see below).

PLEASE SEE TDOT STANDARD MULTIMODAL DRAWINGS MM-CR-1 THROUGH MM-CR-9, LATEST REVISION FOR ADA COMPLIANT DETAILS. SEE LINK BELOW:

[HTTPS://WWW.TN.GOV/TDOT/ROADWAY-DESIGN/STANDARD-DRAWINGS-LIBRARY/STANDARD-ROADWAY-DRAWINGS/MULTIMODAL.HTML](https://www.tn.gov/TDOT/ROADWAY-DESIGN/STANDARD-DRAWINGS-LIBRARY/STANDARD-ROADWAY-DRAWINGS/MULTIMODAL.HTML)

DRAWING TITLE	SCALE	DRAWING NO.	REV.
ADA COMPLIANT RAMP	N. T. S.	A7.3	3

NO.	DATE	REVISION	BY

**PARKING LOT CONCEPT PLAN at RIVERBEND DRIVE**  
 KINGSPORT, TENNESSEE



DATE: \_\_\_\_\_  
 SHEET TITLE:  
 PARKING LOT CONCEPT PLAN  
 SHEET NUMBER:  
**C-1**





**AGENDA ACTION FORM**

**Consideration of a Resolution Approving a Memorandum of Understanding with Kingsport City Schools as Required by the State of Tennessee School Resource Officer (SRO) Program Grant**

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

Action Form No.: AF-213-2024  
Work Session: August 5, 2024  
First Reading: N/A  
Final Adoption: August 6, 2024  
Staff Work By: Captain Chris Tincher  
Presentation By: Chief Dale Phipps

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
The city is applying for the State of Tennessee School Resource Officer Program Grant and as a condition of the grant the local law enforcement agency must enter into a Memorandum of Understanding (MOU) with the local education agency and the head of the local law enforcement agency must execute the MOU. The MOU is made and entered into pursuant to the authority contemplated by Tenn. Code Ann. §§ 49-6-4201 et seq., and specifically the authority granted to the parties under Tenn. Code Ann. §§ 12-9-101 et seq., which provides that one (1) or more public agencies may contract with any one (1) or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into is authorized by law to perform; provided that such MOU shall be authorized by the governing body of each party. The Board of Education will consider for approval the Memorandum of Understanding, in form, at its upcoming meeting on August 13, 2024

- Attachments:**  
1. Resolution  
2. Memorandum of Understanding (MOU)

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

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

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH KINGSPORT CITY SCHOOLS AS REQUIRED BY THE STATE OF TENNESSEE SCHOOL RESOURCE OFFICER (SRO) PROGRAM GRANT

WHEREAS, the city is applying for the State of Tennessee School Resource Officer Program Grant and as a condition of the grant the local law enforcement agency must enter into a Memorandum of Understanding (MOU) with the local education agency and the head of the local law enforcement agency must execute the MOU;

WHEREAS, the MOU is made and entered into pursuant to the authority contemplated by Tenn. Code Ann. §§ 49-6-4201 et seq., and specifically the authority granted to the parties under Tenn. Code Ann. §§ 12-9-101 et seq., which provides that one (1) or more public agencies may contract with any one (1) or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into is authorized by law to perform; provided that such MOU shall be authorized by the governing body of each party;

WHEREAS, the Board of Education will consider for approval the Memorandum of Understanding, in form, at its upcoming meeting on August 13, 2024;

Now therefore,

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

SECTION I. That the Memorandum of Understanding, in form, between Kingsport City Schools and the city is approved.

SECTION II. That the Chief of Police is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Memorandum of Understanding with Kingsport City Schools.

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 August, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
City of Kingsport  
AND  
Kingsport Police Department  
AND  
Kingsport City Schools

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the above-named parties. Each individually as “Party” or collectively as “Parties”.

WHEREAS, well developed School Resource Officer (“SRO”) programs provide the crucial link between schools and law enforcement agencies in their continued efforts to establish and maintain safe and secure learning environments. An SRO, as part of his/her day-to-day operations, will be responsible for responding to all criminal acts committed at the school.

WHEREAS, the term School Resource Officer (“SRO”) has the same meaning as in Tennessee Code Annotated § 49-6-4202(6). “School resource officer” means a law enforcement officer, as defined under § 39-11-106, who is in compliance with all laws, rules, and regulations of the peace officers standards and training commission and who has been assigned to a school in accordance with a memorandum of understanding between the chief of the appropriate law enforcement agency and the LEA.” The term “law enforcement officer” as defined under § 39-11-106 means an “officer, employee, or agent of government who has a duty imposed by law to (a) maintain public order; or (b) make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses; and (c) investigate the commission or suspected commission of offenses.” An SRO acts as a liaison between the police agency, the school, and the community. This does not include a School Safety Officer or a School Security Officer.

WHEREAS, the term Local Education Agency (“LEA”) has the same meaning as in Tennessee Code Annotated § 49-1-103(2). “Local education agency (LEA)”, “school system”, “public school system”, “local school system”, “school district”, or “local school district” means any county school system, city school system, special school district, unified school system, metropolitan school system, or any other local public school system or school district created or authorized by the general assembly.”

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. PURPOSE OF MOU. The purpose of this MOU is to set forth the obligations of the Parties with respect to the placement of School Resource Officers (“SROs”) in schools and with respect to planning and funding related thereto for the purpose of providing a law enforcement presence at each school. For the purposes of selecting and assigning SROs, the term “Sheriff” shall include the duly elected Sheriff or an authorized Sheriff Deputy designated by the Sheriff to oversee the

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Item XII.1.

SRO program. The term "Chief of Police" shall include the appointed Chief of Police or an authorized Officer designated by the Chief of Police to oversee the SRO program.

- II. AUTHORITY. This MOU is to serve as the template MOU for the SRO grant funded program authorized by Public Chapter 418 of the 113<sup>th</sup> Tennessee General Assembly and shall be executed between a local law enforcement entity and the LEA or public charter school and presented to the Tennessee Department of Safety and Homeland Security as part of the application process for grant funding.

This MOU is also made and entered into pursuant to the authority contemplated by Tennessee Code Annotated Sections 49-6-4201 et seq., and specifically the authority granted to the Parties under Tennessee Code Annotated Section 12-9-101 et seq., which provides that one (1) or more public agencies may contract with any one (1) or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into is authorized by law to perform; provided that such MOU shall be authorized by the governing body of each Party. Contracts entered into pursuant to Tennessee Code Annotated § 12-9-108 need not conform to the requirements set forth in this chapter for joint undertakings.

- III. GENERAL RESPONSIBILITIES OF LOCAL EDUCATION AGENCY (LEA) or PUBLIC CHARTER SCHOOL.

- A. Shall provide materials and facilities at each school location as are necessary for the SRO's performance of his/her function as an SRO at the assigned schools including, but not limited to the following:
- i. A secured climate-controlled and properly lighted office large enough, at a minimum, to adequately accommodate a desk, two (2) chairs, a gun safe, and a lockable file cabinet and be located as reasonably possible near the main office;
  - ii. A landline telephone to be located in the office;
  - iii. Access to a computer work station; and
  - iv. Secretarial assistance when needed by the SRO.
- B. Shall allow the SRO assigned to schools untethered access to the school facilities as required for the SRO to perform his/her duties on school property.
- C. Shall be responsible for all aspects and costs of operation of its schools and nothing herein shall place any monetary obligation on the County or City unless specifically provided for herein.
- D. Shall assist the SRO in the provision of his/her duties and responsibilities if requested by the Sheriff's Office or the assigned SRO.

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Item XII 1.

IV. GENERAL RESPONSIBILITIES OF SHERIFF'S OFFICE or POLICE DEPARTMENT. The Sheriff or Chief of Police, on behalf of the County or City, shall have the following responsibilities:

- A. The Sheriff or Chief of Police shall have the sole authority to conduct background checks, hire, select, discharge, discipline, outfit, provide equipment, and determine (within the parameters established by state law) the qualifications of SROs. The Sheriff or Chief of Police may involve school administrators in the selection process at his/her discretion.
- B. Assign supervisors to oversee the SRO program and to perform non-scheduled visits to schools in which an SRO has been assigned.
- C. Assign SROs to the schools within the jurisdiction of the Local Education Agency (LEA) or Public Charter School pursuant to a full-time schedule. The grant funding is for a full-time SRO to be dedicated to each particular school.
- D. The sole authority to determine the duty hours of the SRO and the qualifications thereof, subject to the provision of IV.E. below.
- E. To the degree required by applicable law, ensure that all SROs maintain qualifications and satisfactorily accomplish continuing training and continuing education required for the SROs to maintain state required qualifications as provided in Tennessee Code Annotated § 49-6-4217. The County or City will remain responsible for the costs associated with the obligations contained in this Section IV.E.

V. QUALIFICATIONS OF AN SRO.

- A. An SRO must be a POST-certified, sworn officer of a law enforcement agency within the jurisdiction that includes the school community being served.
- B. An SRO is recommended to have at least two (2) years' experience as a police officer or the equivalent in order to be able to draw upon the expertise and experience of traditional police work when performing their duties in a school setting.
- C. An SRO should not only be selected based on specific qualifications, but on a genuine desire to work with youth. Due to the nature of the SRO position, the majority of the time is spent interacting with youth. The ability of an SRO to connect with students and provide positive and enriching relationships is a very important trait that will have a positive effect on the school's overall climate.

VI. TRAINING FOR AN SRO AND SCHOOL PERSONNEL.

- A. An SRO should receive forty (40) hours of specialized training provided by the Department of Justice, the National Association of School Resource Officers, Tennessee Association of School Resource Officers, Tennessee Law Enforcement Training Academy (TLETA), or other appropriate and recognized entity within one (1) year of being hired or assigned to a school, whichever is earlier. Due to the nature of the role of an SRO, it being significantly different than that of a traditional patrol officer, the SRO position requires skills and knowledge that may not be addressed in traditional law enforcement training. Therefore, it is important for an SRO to receive specialized training that will prepare him/her to work in a school setting.
- B. After the initial forty (40) hours of specialized training, an SRO should attend sixteen (16) hours per year of training specific to his/her SRO duties in addition to the twenty-four (24) hours of POST-certified training that is annually required. Annual training ensures an SRO remains up-to-date with school related issues, trends, and best practices and provides the SRO with the knowledge and ongoing professional development necessary to perform the duties of an SRO.
- C. Planning and training for emergencies and school safety should be conducted collaboratively by SROs and school personnel. Both should take an active role in training school personnel regarding emergency management issues. The development and implementation of school safety plans should be a collaborative effort, and school personnel should include and engage other first responders in the community.

VII. INFORMATION EXCHANGE. To best serve both the school and the law enforcement agency, it is important that lasting, long-term collaborations take place. The school and the law enforcement agency should participate in an open exchange of information and resources to better serve the students and the community. It may be necessary to formalize information-sharing procedures in order to address student confidentiality concerns.

VIII. GENERAL DUTIES OF AN SRO.

- A. The SRO shall not act as school disciplinarians, nor make decisions regarding school discipline. The SRO shall not be involved in the enforcement of disciplinary infractions that do not constitute violations of the law. The SRO shall retain full law enforcement authority and will take law enforcement action as appropriate. As soon as practical, the SRO will notify the head of the school of any such action. The SRO will comply with applicable state and federal law as they apply to SROs regarding special education students.

- B. The basic duties of SROs include monitoring those who visit schools, providing assistance for disruptive students, and enforcing applicable laws.
- C. An SRO may assist in any class as a guest speaker if requested by the head of the school in which the SRO is assigned.
- D. To the extent that the SRO may do so under the authority of law, the SRO will take appropriate law enforcement action as the SRO deems is appropriate including, but not limited to action against intruders and unwanted guests who may appear at the school and related school functions. As practical, the SRO will advise the head of the school before requesting additional police assistance on campus.
- E. The SRO may establish new programs relating to security and safety of the students and faculty but only after permission is granted by the Sheriff or Chief of Police and the head of the school in which the SRO is assigned.
- F. The SRO will assist other law enforcement officers in matters regarding his/her school assignment whenever necessary.
- G. The SRO shall make examination of all exterior doors to ensure they are locked or secured.
- H. SROs may have other specific duties and responsibilities as defined by the Sheriff's Office or Police Department.

IX. ADDITIONAL DUTIES OF AN SRO FOR MIDDLE AND HIGH SCHOOLS.

- A. The SRO will become familiar with all community agencies that offer assistance to youth and their families including, but not limited to school-based behavioral health liaisons, mental health clinics, mental health liaisons, and drug treatment centers. The SRO may recommend referrals to such agencies once the SRO notifies the head of the school.
- B. If requested by the head of the school and upon approval of the Sheriff or Chief of Police, the SRO may attend parent/faculty meetings to promote support and understanding of the SRO program.
- C. If an SRO determines it necessary, the SRO may, in accordance with applicable state and federal laws regarding the questioning of juveniles, conduct formal police interviews with students and faculty. The interviews shall also be conducted in conformance with the SRO's employing agency's policies and procedures, the LEA or Public Charter School policies, and all applicable laws.



- D. The SRO may act as an instructor for the Drug Abuse Resistance Education (“D.A.R.E.”) and for other related short-term programs at the assigned school if requested by the head of the school and approved by the Sheriff or Chief of Police.
- E. Upon approval of the Sheriff or Chief of Police, an SRO may be assigned to investigate incidents relating to thefts, alcohol or drug use, or any other crime occurring at the school in which the SRO is assigned.
- X. DISMISSAL AND REASSIGNMENT OF AN SRO. In the event the head of the school to which an SRO is assigned determines that the assigned SRO has failed to perform his/her duties and responsibilities, he/she may make a written request to the Superintendent or Director to request reassignment of the SRO including the reasons supporting the request. If the Superintendent or Director determines the request is valid, the Superintendent or Director shall promptly forward the written request to the Sheriff or Chief of Police for his/her consideration. The Sheriff or Chief of Police may, in his/her complete discretion, request a meeting with the head of the school to which an SRO is assigned and the SRO to determine whether reassignment is appropriate. The Sheriff or Chief of Police may request the Superintendent or Director to attend the meeting. If a meeting is held, the Sheriff or Chief of Police shall take the comments and written request into consideration in determining whether the SRO will be reassigned. Should the Sheriff or Chief of Police determine a meeting with the head of the school to which an SRO is assigned would not be advantageous, the Sheriff or Chief of Police shall determine whether the SRO shall be reassigned based on the information provided to him/her. The authority to reassign an SRO shall be in the complete discretion of the Sheriff or Chief of Police.
- XI. RECORDS. The SRO will maintain detailed and accurate records of all actions taken by the SRO and general operations relating to the SRO program and shall submit those records to the Sheriff’s Office or Police Department.
- XII. TERM. The initial term of this MOU shall commence on the date this MOU is fully executed by the Parties and shall continue until June 30, 2025. The grant funding program requires an annual application for funding and an annual execution of an MOU.
- XIII. TERMINATION.
- A. Termination for Convenience. Any Party may terminate this MOU at any time by providing thirty (30) calendar days’ written notice to the other Parties. Notice shall also be given to the Tennessee Department of Safety and Homeland Security. Such termination shall not affect in any manner any prior existing obligations between the Parties. Any unspent grant funding shall be returned to the Tennessee Department of Safety and Homeland Security.

- B. Termination for Lack of Funding. Should any Party fail, after exercising good faith effort, to obtain the grant funding for the provision of SROs, this MOU shall be terminated immediately upon receiving written notice from the Tennessee Department of Safety and Homeland Security that the requirements for grant funding were not met. Termination for lack of funding shall not be deemed termination for breach.
- XIV. RELATIONSHIP OF THE PARTIES. The SROs assigned to schools shall be considered employees of County, Sheriff's Office, City, or Police Department and shall be subject to the employing agency's control, supervision, and chain of command. The assigned SROs shall not be considered employees of the Local Education Agency (LEA) or the Public Charter School. Assigned SROs will be subject to current procedures and policies in effect for his/her employing agency, including attendance at all mandated training and testing to maintain state law enforcement certification. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this MOU.
- XV. COOPERATION. The Parties agree to cooperate fully in order to successfully execute the terms and conditions of this MOU, including obtaining all regulatory and governmental approvals required by this MOU recognizing that the intent of each party to other parties is to serve the individual interests of each party while respecting the conditions and obligations of this MOU.
- XVI. ADMINISTRATION. This MOU shall be administered by the head of the Local Education Agency (LEA) or Public Charter School for the Local Education Agency (LEA) or Public Charter School and the Sheriff or Chief of Police shall administer this MOU on behalf of the County or City.
- XVII. LIMITATION ON LIABILITY. Each Party shall be responsible for its own actions and the actions of its employees, contractors, subcontractors, and agents conducted pursuant to this MOU. No Party shall be liable for claims against another party unless liability is imposed under the Tennessee Governmental Tort Liability Act.
- XVIII. GENERAL TERMS.
- A. Choice of Law and Forum. This MOU shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this MOU, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in the County in which the Local Education Agency (LEA) or Public Charter School is located.
- B. Notices. All notices, demands, and requests to be given hereunder by any Party shall be in writing and must be sent by certified or registered mail and shall be deemed properly

given if tendered at the address below or at such other address as any Party shall designate by written notice to the other Parties.

County or City: City of Kingsport  
415 Broad Street  
ATTN: Mayor Pat Shull  
Kingsport, Tennessee 37660

Sheriff or Chief of Police: Chief Dale Phipps  
200 Shelby Street  
Kingsport, Tennessee 37660

LEA or Public Charter School: Kingsport City Schools  
400 Clinchfield Street  
#200  
ATTN: Jim Nash  
Kingsport, Tennessee 37660

- C. Entire Understanding and Modifications in Writing. This MOU and any exhibits included herewith at the time of execution of this MOU contain the entire MOU between the parties, and no statement, promises, or inducements made by any party or agency of any party that is not contained in this MOU shall be valid or binding and this MOU may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.
- D. Dispute Resolution. The Parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the Parties to this MOU, arising out of or relating to this MOU or breach thereof, shall be subject to and decided by a court of law.
- E. Assignment. The rights and obligations of this MOU are not assignable.
- F. Waiver. No waiver of any provision of this MOU shall be valid unless in writing and signed by the parties against who charged.
- G. Headings. The headings in the MOU are for convenience and reference and are not intended to define or limit the scope of any provision of this MOU.
- H. Employment Practices. No party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. The Parties shall not

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Item XII 1.

knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts, and all other applicable laws.

- I. Independent Contractor. The relationship of the Parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. No party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any presentation, act, or omission of any other party contrary to the terms of this paragraph.
- J. Severability. If any one or more of the covenants, agreements, or provisions of this MOU shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this MOU.
- K. Specific Performance. The Parties recognize that the rights afforded to each under this MOU are unique and, accordingly, County or City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- L. Compliance with Laws. The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this MOU.
- M. Property. Each party shall be responsible for acquiring, holding, and disposing of real and personal property used in the provisions of the services and obligations provided herein.
- N. Press Releases. In connection with the provision of SROs or the obligations or duties contained in this MOU, the Parties hereby agree that no party shall issue a press release or other similar external communications regarding this MOU, or otherwise related to the obligations or duties provided herein without written permission from all Parties. The Parties shall mutually agree on the language of any press release, provided that no Party shall unreasonably withhold its approval of the language. The Local Education Agency (LEA) or Public Charter School shall not publicly comment on the actions of a particular SRO without first consulting with the Sheriff or Chief of Police or designee.
- O. List of Schools. The schools covered by this MOU are those listed on Attachment A.

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Item XII.1.

P. Effective Date. This MOU shall be binding and effective on the date it has been signed by the authorized representative of the Local Education Agency (LEA) or Public Charter School and the Sheriff or Chief of Police.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date and year written below.

\_\_\_\_\_  
Signature of LEA or Public Charter School

\_\_\_\_\_  
Signature of Sheriff or Chief of Police

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachment A follows this page

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Item XII 1.

### ATTACHMENT A SCHOOLS COVERED BY THIS MOU

School Name Thomas Jefferson Elementary School	
Address 2216 Westmoreland Ave	
City Kingsport	TDOE Directory School # 20

School Name Theodore Roosevelt Elementary School	
Address 1051 Lake Street	
City Kingsport	TDOE Directory School # 55

School Name Ross N. Robinson Middle School	
Address 1517 Jessee St.	
City Kingsport	TDOE Directory School # 40

School Name Palmer Early Learning Center	
Address 1609 Ft. Henry Dr.	
City Kingsport	TDOE Directory School # 37

School Name John Seiver Middle School	
Address 1200 Wateree St.	
City Kingsport	TDOE Directory School # 45

School Name John F. Kennedy Elementary School	
Address 500 Woodland Ave.	
City Kingsport	TDOE Directory School # 28

School Name John Adams Elementary School	
Address 2727 Edinburgh Channel Rd.	
City Kingsport	TDOE Directory School # 32

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Item XII1.

School Name George Washington Elementary School	
Address 1100 Bellingham Dr.	
City Kingsport	TDOE Directory School # 30

School Name Dobyns Bennett High School	
Address 1Tribe Way	
City Kingsport	TDOE Directory School # 10

School Name Andrew Johnson Elementary School	
Address 1001 Ormand Dr.	
City Kingsport	TDOE Directory School # 15

School Name Andrew Jackson Elementary School	
Address 600 Jackson Street	
City Kingsport	TDOE Directory School # 15

School Name Abraham Lincoln Elementary School	
Address 1000 Summer Street	
City Kingsport	TDOE Directory School # 30

School Name	
Address	
City Kingsport	TDOE Directory School #


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Item XII 1.



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Application for Funding through the Tennessee State Museum Capital Maintenance and Improvements Grant**

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

Action Form No.: AF-216-2024  
Work Session: August 5, 2024  
First Reading: N/A  
Final Adoption: August 6, 2024  
Staff Work By: Michael Price  
Presentation By: Michael Price

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

If approved Community Development staff will apply for the Tennessee State Museum Grant in the amount of \$100,000 for the Farmstead Museum at Bays Mountain Park.

The Farmstead Museum was constructed in 1988 to demonstrate the farming life of late 19th and 20th century people in Appalachia. The Tennessee State Museum is granting \$5 million to Tennessee museums for capital maintenance and improvement projects, a maximum of \$100,000 per applicant. Staff are proposing to utilize the grant to install proper drainage systems and making ADA upgrades to the facility.

The submission deadline is August 26, 2024 and award announcements will be made on October 14<sup>th</sup>. All projects must be completed by June 30, 2025.

**Attachments:**

- 1. Resolution
- 2. Summary
- 3. Grant Application

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



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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE STATE MUSEUM CAPITAL MAINTENANCE AND IMPROVEMENT GRANT

WHEREAS, the city seeks to increase make capital improvements to the Farmstead Museum at Bays Mountain Park by pursuing funding through a Tennessee State Museum Grant; and

WHEREAS, established in 1988 the Bays Mountain Farmstead Museum demonstrates farming life for those who lived in Appalachia in the late 19<sup>th</sup> and early 20<sup>th</sup> centuries; and

WHEREAS, if awarded, grant funds will be utilized to install proper drainage systems and make accessibility improvements to the museum

WHEREAS, the grant application seeks funding in the amount of \$100,000 which is the maximum amount available through the grant.

Now therefore,

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

SECTION I. That an application for the Tennessee State Museum Grant 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, all documents necessary and proper to apply for and receive the State Museum Grant and to 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 or this resolution..

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

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose including recreational and educational, 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 August, 2024.

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PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Tennessee State Museum

Capital Maintenance and Improvements Grant

Project: Accessibility and Grading improvements at the Bays Mountain Park Farmstead Museum

Repairs to include: Grading improvements to improve access and water drainage, ADA accessible restroom, and accessibility to the second floor of the museum.

Total Cost: \$366,500.00

Phase 2: Chair lift	\$85,000.00
Phase 3: ADA Restroom Upgrades	\$35,000.00
Maximum Award	\$100,000.00

No Match Requirement

Phase 1 was awarded in 2023 to include grading and parking improvements

Phase 2 application is pending consent. The award will complete the chair lift and possibly begin bathroom ADA improvements.

Bays Mtn Museum Grant:

Mission Statement:

The Bays Mountain Park Farmstead Museum is a haven where the present meets history. Nestled within the picturesque landscape of Bays Mountain Park and Planetarium Kingsport, Tennessee, the Farmstead museum's mission is to preserve and share the rich heritage of Bays Mountain and the surrounding region.

Rooted in a history that dates back generations, the museum serves as a tribute to the enduring spirit of homesteading and farming that has shaped the very fabric of this land. With a commitment to nature conservation, the museum strives to offer a window into sustainable practices of the past.

Visitors wandering through the exhibits uncover the stories of those who carved a life from the land, celebrating the ingenuity and resilience of our ancestors. The curated collection of farm relics, including plows, tools and home goods, offers a connection to the past, while vividly showcasing the evolution of agricultural practices in this rugged terrain.

Beyond being a repository of historical artifacts, the Bays Mountain Park Farmstead Museum stands as a beacon of education and tourism. The park invites visitors from near and far to explore the heart of Appalachian history, learn from the land, and gain a deeper appreciation for the cultural tapestry woven by generations past.

Through guided tours, interactive workshops, and engaging exhibitions, the museum aims to inspire a renewed sense of stewardship for our natural surroundings. The Farmstead museum promises an enriching experience that bridges the gap between the past and the modern world.

The legacy of Bays Mountain Park echoes a resounding call to safeguard our heritage, embrace sustainable practices, and foster a lasting bond between humans and the land we call home.

Description of Capital Maintenance or Improvement Project 2000 words:

Phase one awarded and underway. A proper drainage system is required due to the terrain and elevation of the cabin's location. This will prevent water intrusion into the building and protect the assets within. The drainage will also prevent mud and water accumulation providing a safer entrance for guests. The improvements will also allow for disabled parking onto a hard top surface with accessibility features to allow for access to both the main entrance and second floor of the exhibit.

Applying for phase 2, the cabin was assembled in 1988 without consideration of accessibility. To ensure that the Farmstead museum is accessible to visitors of all ages and abilities, steps are required to provide a more universal design and the overall experience of guests. Features such as a wheel chair lift, ADA bathroom, and entrances from a hard top surface will create a welcoming environment, allowing patrons to explore the museum grounds comfortably. Additionally, ADA access throughout the museum, ensures that everyone can immerse themselves in the wonders of history and nature without limitations.

How will this project further your organization's mission? \* 750 words

In 1988, the Bays Mountain Park built the Harry V. Steadman Mountain Heritage Farmstead Museum, with the goal of depicting the social and natural history and way of life for "People of the Bays." The goal of the Farmstead Museum is to show life as it was in rural Appalachia. The museum stands as a living testament to the grit and determination of the people of Bays Mountain. It honors community leader Harry V. Steadman's legacy, as well as all those who toiled at the earth upon the mountain to scratch out a living for their families.

Bays Mountain Park attracts over 200,000 visitors per year, but sadly not everyone can share in the same experience. Accessibility and a mountainous terrain make visiting the Farmstead museum unattainable for people with mobility issues. The park realizes its role and responsibility to the public by providing amenities that are equally accessible to all guests.

The suggested capital project will help preserve the Farmstead museum for future generations. Much needed upgrades are implicit to the future success of the museum and its programs. Accessibility for all, also honors the spirit and history of Bays Mountain Park and will allow everyone to learn of the Mountain's rich heritage.

Describe how you measure success:

Success will initially be measured by the successful completion of the capital improvements outlined in the grant application.

Secondly, the project's success will be gauged through metrics such as increased numbers of visitors, enhanced visitor satisfaction, and broader community engagement. By offering an inclusive space that caters to diverse audiences, the Farmstead Museum has the potential to attract an extensive range of visitors, fostering a sense of pride and ownership within the community.

## Farmstead Museum Capital Budget

### Phase Two Project Summary:

Funding from the Tennessee State Museum's Capital Maintenance and Improvement Grant is requested to further projects associated with the upgrades at the Bays Mountain Farmstead Museum.

As part of a larger \$366,500.00 project, phase one is pending completion which includes site work and paving for accessible parking. Phase two will consist of the installation of a lift chair to provide access to the 2<sup>nd</sup> floor of the museum. Finally, phase 3 will improve ADA accessibility at the Museum's restrooms.

The budget for the project are as follows:

Phase 2: HC Lift installation:	\$ 85,000.00
Phase 3: Restroom upgrades to ADA:	\$ 35,000.00
Total:	\$120,000.00

The City of Kingsport humbly requests funding of \$100,000 to move the Farmstead Museum project closer to completion.

Plans and drawings are included in this packet for your consideration.



SITE IMPROVEMENTS FOR  
**BAYS MOUNTAIN PARK  
 FARMSTEAD MUSEUM**  
 KINGSFORD, TENNESSEE

**Cain  
 Rash  
 West**

1300 Regional Park Dr.  
 Kingsport, TN 37602  
 Phone: (423) 346-7780  
 Fax: (423) 346-7413  
 www.crcw.com

FOR ANnuAL INVENTORY  
 OF ALL MATERIALS TO BE  
 REMOVED FROM THE  
 PROJECT, THE CONTRACTOR  
 SHALL SUBMIT A  
 MATERIALS INVENTORY  
 TABLE TO THE PROJECT  
 ENGINEER AT THE TIME  
 OF THE PRELIMINARY  
 DEMOLITION PLAN.

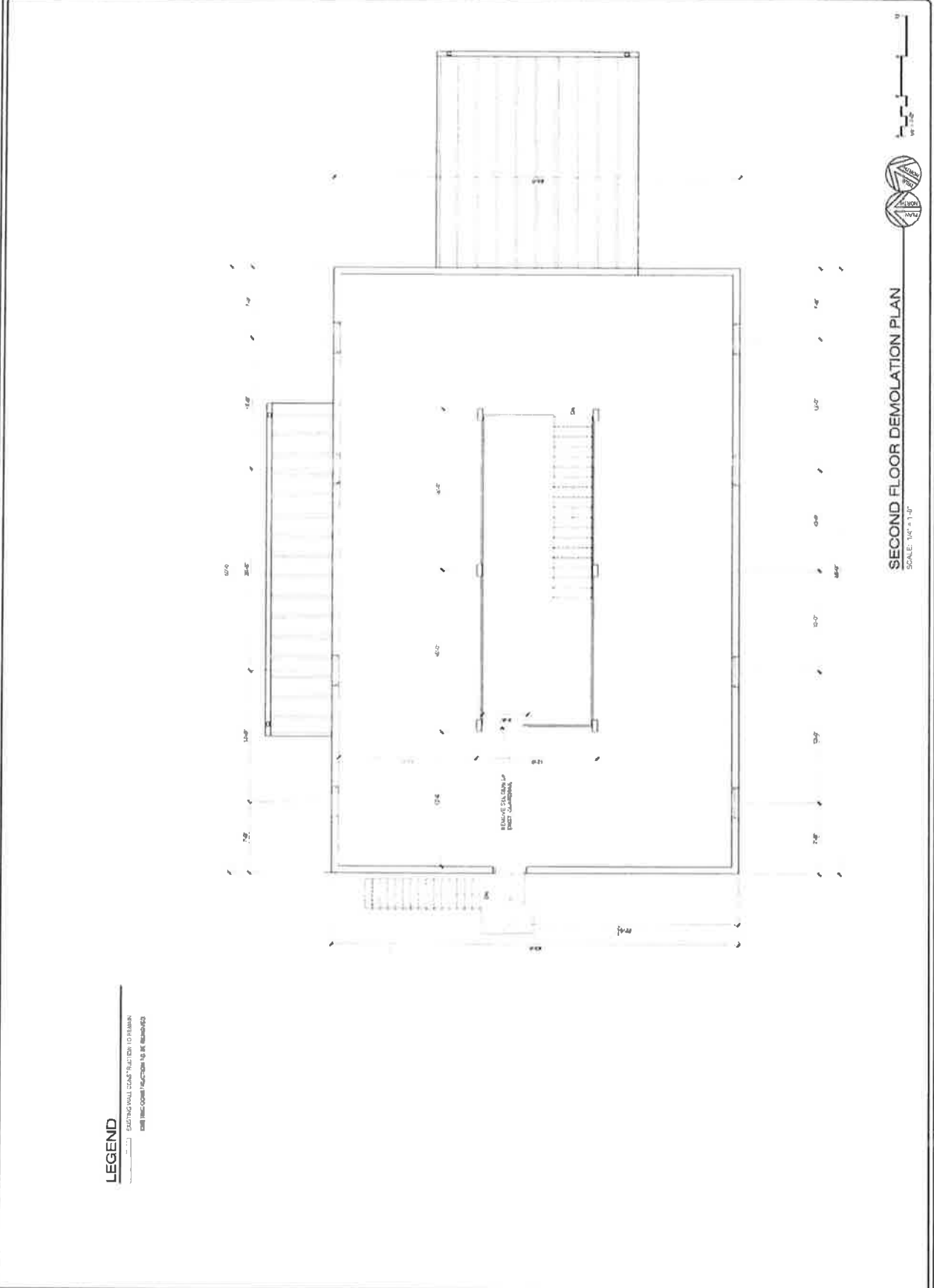
NO.	ITEM	QTY.	UNIT	DESCRIPTION
1	ASBESTOS			
2	LEAD			
3	PCB			
4	HAZARDOUS WASTE			
5	OTHER			

PRICING  
 PRINT  
**9/13/2023**  
 NOT FOR  
 CONSTRUCTION

NAME	DATE	DESCRIPTION
DATE	9/13/2023	ISSUED
NAME		
NAME		
PROJECT NO.	222000	

SECOND FLOOR  
 DEMOLITION  
 PLAN

**A-02**



**LEGEND**

- EXISTING WALL TO REMAIN
- WALL TO BE REMOVED

Item XII.2.





**GENESIS VERTICAL PLATFORM LIFT:**

**Code Reference:** ASME A18.1-2014 "Safety Standard for Platforms Lifts and Stairway Chairlifts"

**General:** Color - Custom (Aluminium extrusions with 16 ga. panels/steel posts powder coated custom color (RAL# TBA))  
 Outdoor Unit - Pit Mount (drain required)  
 ANSI Z97.1 Plexiglass Etching  
 Number of Stops - Two Stop Kit



**Drive Mast** Model - GVL-EN-144  
 Chain Hydraulic drive system c/w Continuous Mains Power with Auxiliary Battery Power System, Platform Emergency Lowering (shipped loose), Shoring Pin, & Pressure Gauge  
 Motor - 2.2 kW, (3.00 HP), 24 VDC  
 Travel Speed - 340 kg @ 5.2 m/min [750 lb @ 17 ft/min]  
 Power Supply - 120 VAC, single phase, 60 Hz, on a dedicated 15 amp. circuit  
 Equipped with - Electrical Disconnect (shipped loose) (x1), Pit Switch Kit, Oil Recovery System

**Controls:** Platform Controls - Push-Button (Tactile) Type c/w Illuminated Directional Buttons, Courtesy Lighting, Illuminated Round (push/pull) Emergency Stop Switch & Audible Alarm  
 Lower Landing Call Station - Push-Button (Tactile) Frame Mount  
 Upper Landing Call Station - Push-Button (Tactile) Frame Mount

**Platform:** Size - CUSTOM c/w grab rail, anti-skid deck and 1100mm [43 1/4"] high walls  
 Configuration - Straight Through (180°) Exit/Entry  
 Capacity - Maximum 340 kg [750 lb] operating load  
 Equipped with - Factory Pre-Wire for Phone by Others

**Door/Gates:** Lower - 36" wide 1/4" Laminated Glass Door c/w Mechanical Interlock & Omaha Door Stop  
 Upper - 36" wide 1/4" Laminated Glass Gate c/w Mechanical Interlock & Omaha Door Stop

**Enclosure:** Panels - Steel  
 Total Unit Weight - Approximately 1575 lb [716 kg]  
 Lifting Ht. (H1) - 3073mm [121"] lower to upper floor plus 76mm [3"] deep pit

A	INITIAL RELEASE	UNITS: INCHES	SEP/12/23	AU			
REV.	SCALE: 1:40	TOLERANCES: DIMENSIONAL ±1/32	ANGULAR ±0.5'	PROJECTION: 	DATE	DRN.BY	CHK.BY
		GENESIS ENCLOSURE - iGOLDD DRAWING FARMSTEAD MUSEUM AT BMP 853 BAYS MOUNTAIN PARK RD KINGSPORT TN 37660				89610-IG-A	
		PAGE 1 OF 5 United Elevator Services					

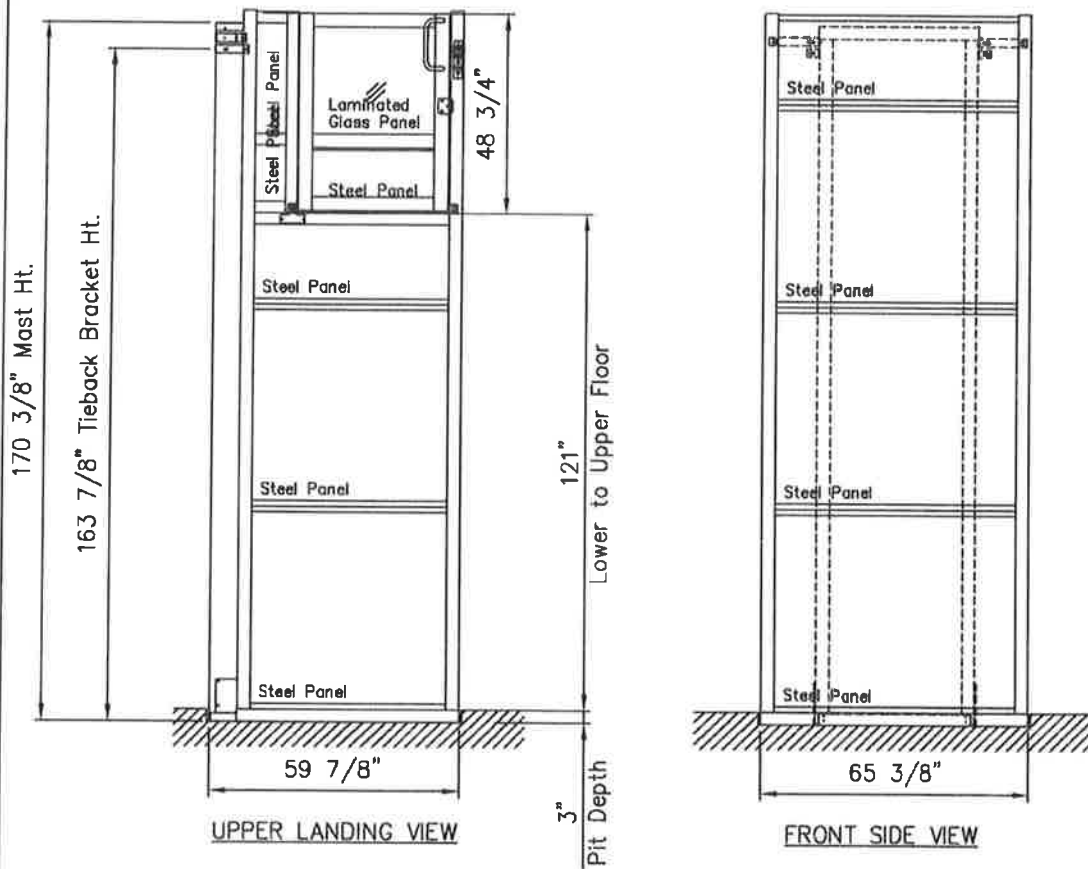


**DEDICATED CIRCUIT SUPPLIED BY OTHERS:**  
 120 VAC / 1 PHASE - 60 Hz.  
 Conduit and devices to suit local codes and  
 a recommended 15 amp. dedicated circuit.

Note: Masts must be fastened to structural support. Refer to the loading diagram to confirm the loads that must be supported by a load bearing structure.

LIFT HEIGHT  
 H1=124"

(H1=Lower to Upper Floor+Pit Depth)



A	INITIAL RELEASE	UNITS: INCHES	SEP/12/23	AU			
REV.	SCALE: 1:40	TOLERANCES: DIMENSIONAL ±1/32	ANGULAR ±0.5°	PROJECTION:	DATE	DRN.BY	CHK.BY

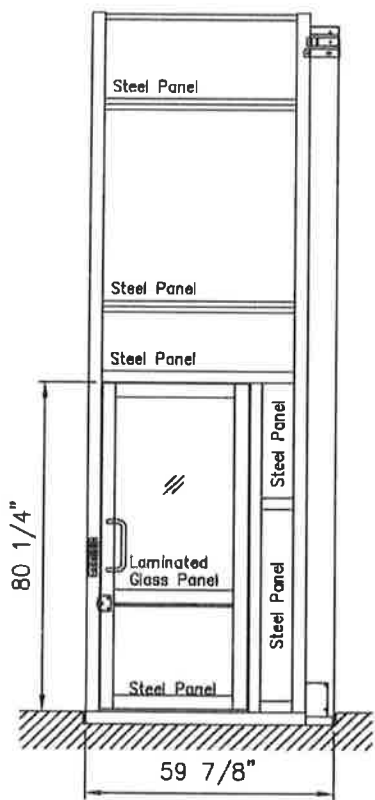


GENESIS ENCLOSURE - iGOLDD DRAWING  
 FARMSTEAD MUSEUM AT BMP  
 853 BAYS MOUNTAIN PARK RD  
 KINGSPORT TN 37660  
 United Elevator Services

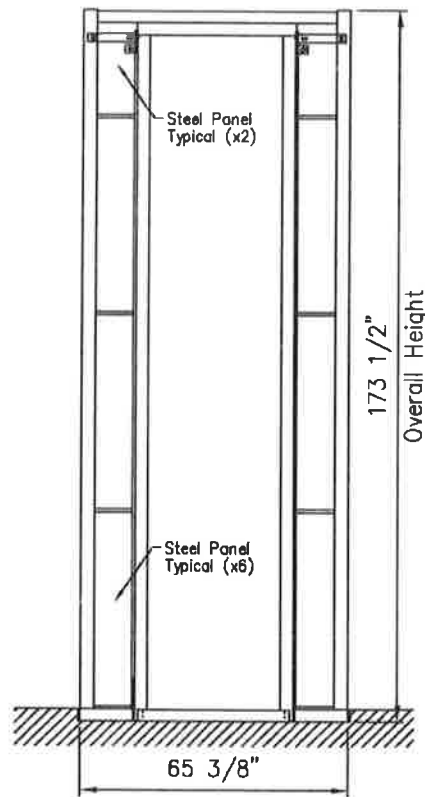
PAGE 2 OF 5

89610-IG-A


Item XII2.



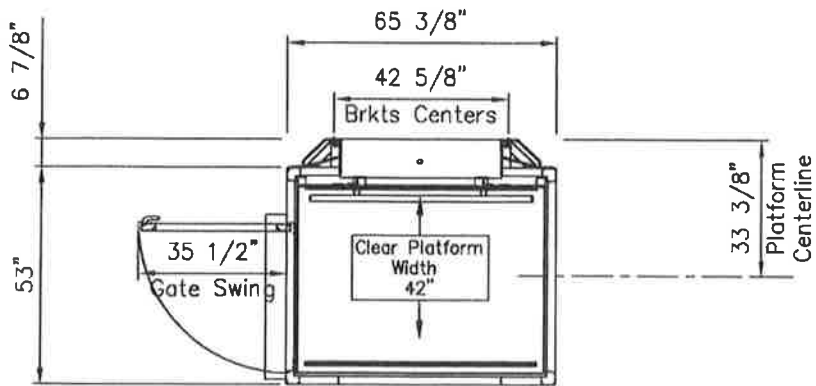
LOWER LANDING VIEW



MAST SIDE VIEW

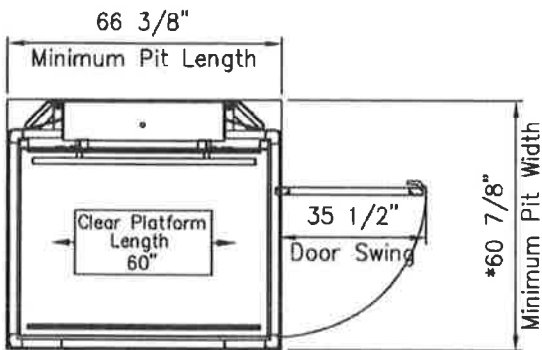
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REV.	SCALE: 1:40	TOLERANCES: DIMENSIONAL ±1/32	ANGULAR ±0.5°	PROJECTION:	DATE	DRN.BY	CHK.BY
		GENESIS ENCLOSURE – iGOLDD DRAWING				89610-IG-A	
		FARMSTEAD MUSEUM AT BMP 853 BAYS MOUNTAIN PARK RD KINGSPORT TN 37660					
		PAGE 3 OF 5		United Elevator Services			

Item XII2.




UPPER LANDING PLAN VIEW

\* NOTE: If a tie back rail (spreader bar) is to be used to attach the mast to a wall, the pit width dimension must be increased by 38mm [1 1/2"].



LOWER LANDING PLAN VIEW

A	INITIAL RELEASE	UNITS: INCHES	SEP/12/23	AU			
REV.	SCALE: 1: 40	TOLERANCES: DIMENSIONAL ±1/32	ANGULAR ±0.5°	PROJECTION:	DATE	DRN.BY	CHK.BY
		<b>GENESIS ENCLOSURE - iGOLDD DRAWING</b> FARMSTEAD MUSEUM AT BMP 853 BAYS MOUNTAIN PARK RD KINGSPORT TN 37660 United Elevator Services			PAGE 4 OF 5 89610-IG-A		

Item XII.2.

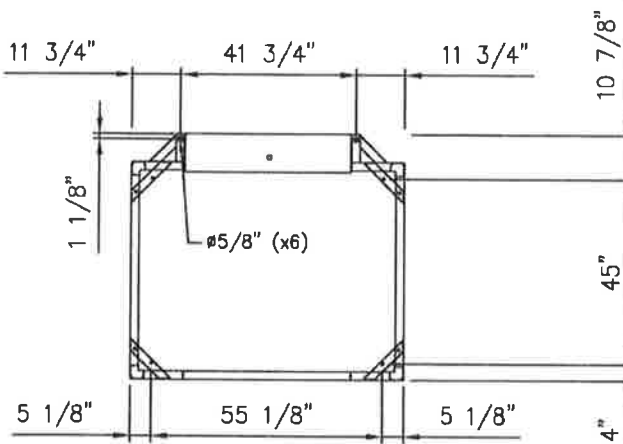
SYM.	DESCRIPTION	VALUE (MAX.)
F1 = 1000 lb	PAYLOAD (MAX.)	3335 N [750 lb]
	CAR (PLATFORM) WEIGHT	1110 N [250 lb]
F2	MAST WEIGHT	2335 N [525 lb]
F3	FLOOR REACTION	7784 N [1750 lb]
F4	FLOOR REACTION	2536 N [570 lb]
F5	TIEBACK REACTION	787 N [177 lb]
F6	ENCLOSURE WEIGHT	3559 N [800 lb]

L1	L2	PLATFORM SIZE	MODEL	MAST HEIGHT	TIEBACK HEIGHT
29 7/8"	52 1/8"	CUSTOM	144"	170 3/8"	163 7/8"

**SPECIAL NOTE:**

These are reaction forces generated by the lift. Adhere to local building codes, regulations, and safety factors for supporting structures. Consult a structural engineer or architect in your jurisdiction. Wind loading effects are not considered in these calculations. Consult manufacturer.

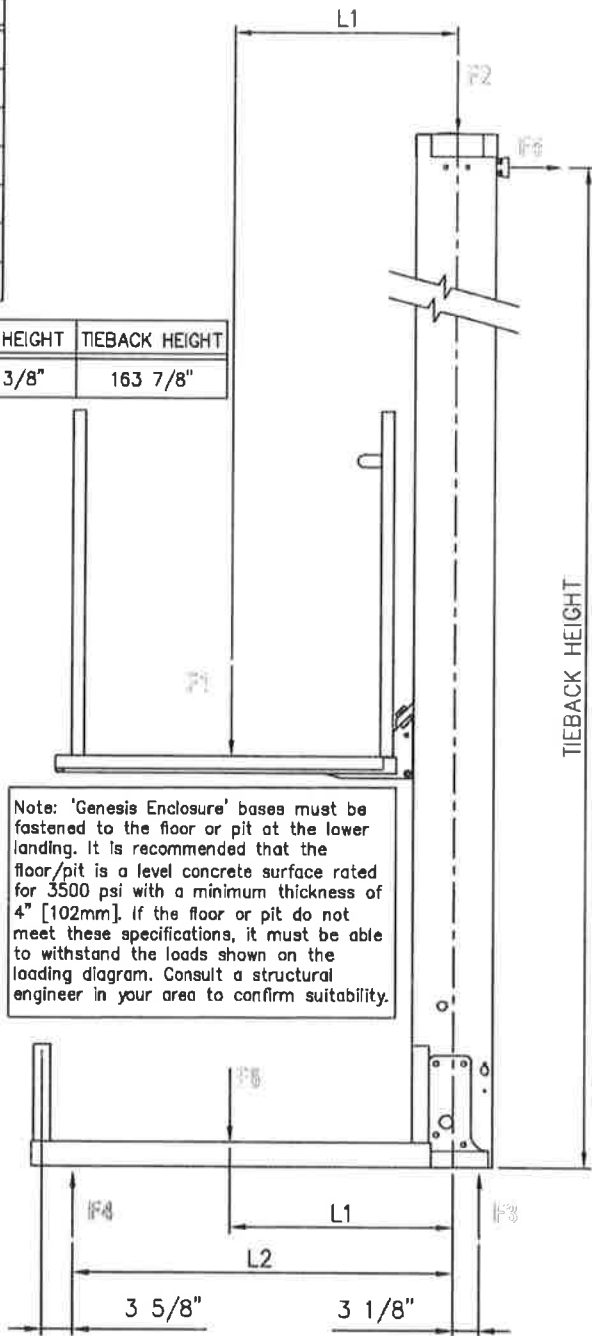
**BASE MOUNTING DETAILS**



Note: 'Genesis Enclosure' bases must be fastened to the floor or pit at the lower landing. It is recommended that the floor/pit is a level concrete surface rated for 3500 psi with a minimum thickness of 4" [102mm]. If the floor or pit do not meet these specifications, it must be able to withstand the loads shown on the loading diagram. Consult a structural engineer in your area to confirm suitability.

The information contained in this drawing constitutes the Intellectual Property, including, but not limited to, knowledge, trade secrets, and proprietary information which is the exclusive property of Garaventa Accessibility. All information contained in this drawing is to be held in the strictest confidence by the recipient, and is not to be copied, disclosed to, or transmitted to any third parties without the express written authorization of Garaventa Accessibility.

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**DETAIL 1 – ENCLOSURE MODEL LOADING DIAGRAM**

A	INITIAL RELEASE	UNITS: INCHES	SEP/12/23	AU
REV.	SCALE: 1:40	TOLERANCES: DIMENSIONAL ±1/32	ANGULAR ±0.5°	PROJECTION:
			DATE	DRN.BY



GENESIS ENCLOSURE – iGOLDD DRAWING  
 FARMSTEAD MUSEUM AT BMP  
 853 BAYS MOUNTAIN PARK RD  
 KINGSPORT TN 37660  
 United Elevator Services

89610-IG-A



EXHIBIT A

Construction 130 Regional Park Drive Kingsport, Tennessee 37660

### Bays Mountain Farmstead Museum

Kingsport, Tennessee

#### BUDGET COST BREAKDOWN

September 21, 2023

SITE DEVELOPMENT COST				
Description	Qty	Unit	Unit Cost	Amount
Clearing & Grubb				15,000.00
Earthwork				60,000.00
Site Demo				8,000.00
Paving & Curbs				62,000.00
Demolition - Toilet				2,000.00
Demolition - Chair Lift				2,000.00
Concrete Patching				2,000.00
Pine Board Enclosure				9,600.00
New Flooring				1,000.00
Painting - Chair Lift				1,000.00
Painting - Toilet				1,000.00
Vanity				800.00
Specialties				800.00
Wheel Chair Lift				45,000.00
Plumbing				10,000.00
Electrical				10,000.00
<b>subtotal</b>				<b>230,200.00</b>
<b>General Requirements</b>				<b>30,000.00</b>
<b>Bond/Insurance/Permit/Etc.</b>				<b>8,800.00</b>
<b>O/P</b>				<b>40,000.00</b>
<b>TOTAL</b>				<b>309,000.00</b>
Site Work / Paving				189,000.00
Restrooms				35,000.00
HC Lift				85,000.00
				<b>309,000.00</b>



**AGENDA ACTION FORM**

**Consideration of a Resolution to Approve Addendum 11 to the ESS South Central, LLC, Substitute Staffing Services Contract for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents**

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

Action Form No.: AF-212-2024  
Work Session: August 5, 2024  
First Reading: N/A  
Final Adoption: August 6, 2024  
Staff Work By: Committee  
Presentation By: David Frye

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
On January 21, 2020, the BMA adopted Resolution No. 2020-118, which approved an agreement with ESS South Central, LLC, (f/k/a ESS Southeast, LLC), for substitute staffing services for Kingsport City Schools. ESS South Central, LLC specializes in providing qualified staff for positions such as substitute teachers and other school support staff for daily, long-term, and permanent assignments.

The administration recommends approving Addendum 11 which extends the agreement through June 30, 2025, and updates the pay scales for the substitute services.

Funding for this service comes from General Purpose School Fund.

The Board of Education approved this Addendum at the July 9, 2024 meeting.

**Attachments:**  
Resolution

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



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

A RESOLUTION APPROVING AN AMENDMENT TO THE SUBSTITUTE STAFFING SERVICES AGREEMENT WITH ESS SOUTH CENTRAL, LLC, FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on January 21, 2020, the board adopted Resolution No. 2020-118, authorizing the mayor to sign a staffing services agreement with ESS South Central, LLC (f/k/a ESS Southeast, LLC) for substitute staffing services for the Kingsport City Schools; and

WHEREAS, over the course of the agreement with ESS South Central LLC there have been numerous amendments to the original agreement which addressed changes to the staffing services provided as well as extensions of the agreement; and

WHEREAS, Kingsport City Schools and ESS desire to amend the agreement once again in order to update the pay scales and extend the agreement through June 30, 2025; and

WHEREAS, the cost for this additional substitute classification will be paid with funds in General Purpose School Fund.

Now therefore,

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

SECTION I. That Addendum 11 to the agreement with ESS South Central, LLC, is approved and all prior addendums are hereby ratified.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with ESS South Central, LLC, 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:

**ADDENDUM ELEVEN**

This is an Addendum to the Agreement between the **Kingsport City Schools** (hereinafter referred to as "LEA" for Local Education Agency) and **ESS South Central, LLC formally known as ESS Southeast, LLC** (the "Company") for the services of Substitute Teachers and Staff:

WHEREAS, the LEA and the Company initially entered into the Agreement whereby Company is to provide substitute staffing to fill positions at the request of the District on January 21, 2020;

WHEREAS, the Agreement provides for automatic renewals on a yearly basis; and

WHEREAS, LEA and Company are desirous of extending the term of the Agreement through June 30, 2025; and

WHEREAS, Section 11.1 of the Agreement provides that the Agreement may be amended as agreed between the parties and in writing and signed by the party against whom the operation of such amendment is sought to be enforced; and

Now, therefore, based upon the exchange of good and valuable consideration between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2024, through June 30, 2025;
2. Effective July 1, 2024, the following positions and rates are added in Exhibit A:

<b>Position</b>	<b>Pay Rate</b>	<b>Bill Rate</b>	<b>Rule</b>
Full Day Substitute Teachers	\$95.00	\$120.65	
Half Day Substitute Teachers	\$47.50	\$60.33	
Full Day Retiree Substitute Teachers	\$120.00	\$152.40	
Half Day Retiree Substitute Teacher	\$60.00	\$76.20	
Full Day Substitute Long Term Teacher	\$230.00	\$292.10	Day 1
Half Day Substitute Long Term Teacher	\$115.00	\$146.05	Day 1
Full Day Substitute Teacher - Certified	\$95.00	\$120.65	
Half Day Substitute Teacher - Certified	\$47.50	\$60.33	
Full Day Substitute Teacher - Non-Certified	\$95.00	\$120.65	
Half Day Substitute Teacher - Non-Certified	\$47.50	\$60.33	
Full Day Building Based Substitute Teacher Certified	\$95.00	\$120.65	
Half Day Building Based Substitute Teacher - Certified	\$47.50	\$60.33	
Full Day Building Based Substitute Teacher Non-Certified	\$95.00	\$120.65	
Half Day Building Based Substitute Teacher - Non-Certified	\$47.50	\$60.33	
Full Day Building Based Substitute Teacher -Retiree	\$120.00	\$152.40	
Half Day Building Based Substitute Teacher - Retiree	\$60.00	\$76.20	
Full Day Paraprofessional - Certified	\$95.00	\$120.65	
Half Day Paraprofessional - Certified	\$47.50	\$60.33	
Full Day Paraprofessional - Non-Certified	\$95.00	\$120.65	
Half Day Paraprofessional -Non- Certified	\$47.50	\$60.33	
Full Day Paraprofessional - Retiree	\$120.00	\$152.40	
Half Day Paraprofessional - Retiree	\$60.00	\$76.20	
ECLC (Early Childhood) Teacher - Full Day	\$95.00	\$120.65	
ECLC (Early Childhood) Assistant - Full Day	\$95.00	\$120.65	
ECLC (Early Childhood) Teacher - Half Day	\$47.50	\$60.33	
ECLC (Early Childhood) Assistant - Half Day	\$47.50	\$60.33	
ECLC (Early Childhood) Teacher positions 6 hr shift	\$75.00	\$95.25	
ECLC (Early Childhood) Assistant positions 6 hr shift	\$75.00	\$95.25	
Secretary/Admin	\$16.00	\$20.32	per hour
Book Keeper	\$22.00	\$27.94	per hour
Office Assistant/Administrative	\$12.00	\$15.24	per hour

3. All other provisions of the Agreement shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date 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 amendment 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 August 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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WHEREAS, the Agreement provides for automatic renewals on a yearly basis; and

WHEREAS, LEA and Company are desirous of extending the term of the Agreement through June 30, 2025; and

WHEREAS, Section 11.1 of the Agreement provides that the Agreement may be amended as agreed between the parties and in writing and signed by the party against whom the operation of such amendment is sought to be enforced; and

Now, therefore, based upon the exchange of good and valuable consideration between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2024 through June 30, 2025;
2. Effective July 1, 2024 the following positions and rates are added in Exhibit A:

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

ATTEST:

**Kingsport City Schools**

\_\_\_\_\_  
Angela Marshall, Deputy City Recorder

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

APPROVED AS TO FORM:

Date \_\_\_\_\_

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

**ESS South Central, LLC**

By \_\_\_\_\_  
Steve Gritzuk, Chief Operating Officer

Date \_\_\_\_\_



**AGENDA ACTION FORM**

**Consideration of a Resolution to Accept Donation of Various Items from Friends of Allandale**

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

Action Form No.: AF-208-2024  
Work Session: August 5, 2024  
First Reading: N/A  
Final Adoption: August 6, 2024  
Staff Work By: Rod Gemayel  
Presentation By: Michael Borders

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

If approved the City will accept the donation of the following items from Friends of Allandale:

- 9' x 16' Persian carpet for one of the upstairs bedrooms.
- Lighting on the front of the Mansion.
- Two paintings for the second floor foyer.
- Protective fencing around the rose garden.
- Picture lighting for the Edward Percy Moran painting in the living room.

The Friends of Allandale continue to enhance the quality of life in Kingsport by ensuring that Allandale Mansion remains in beautiful, period-appropriate condition. The addition of these donated items (see attachment) will enhance the facility and add to the rental opportunities at Allandale. The addition of these items is valued at \$17,467.

**Attachments:**

1. Resolution
2. Supplemental Information

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

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

A RESOLUTION ACCEPTING A DONATION OF VARIOUS  
ITEMS FROM THE FRIENDS OF ALLANDALE

WHEREAS, the Friends of Allandale would like to donate the following to the city:  
a 9' x 16' Persian carpet for one of the upstairs bedrooms, lighting on the front of the  
mansion, two paintings for the second floor foyer, protective fencing around the rose  
garden, and picture lighting for the Edward Percy Moran painting in the living room

WHEREAS, the estimated value of this donation is \$17,467.00.

Now therefore,

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

SECTION I. That the donation to the city from Friends of Allandale of various  
items for use at Allendale in the estimated amount of \$17,467.00, is accepted.

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

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

ADOPTED this the 6th day of August, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **Consideration of a Resolution to Accept Donation of Various Items from Friends of Allandale**

Recommendation: Approve a resolution authorizing the Mayor to accept the donation the following items from Friends of Allandale:

1. One (1) 9' X 16' blue Persian carpet valued at \$8,000 which has been placed in one of Allandale's guest bedrooms.



2. Up lighting has be placed on the front of the Mansion valued at \$3,467.

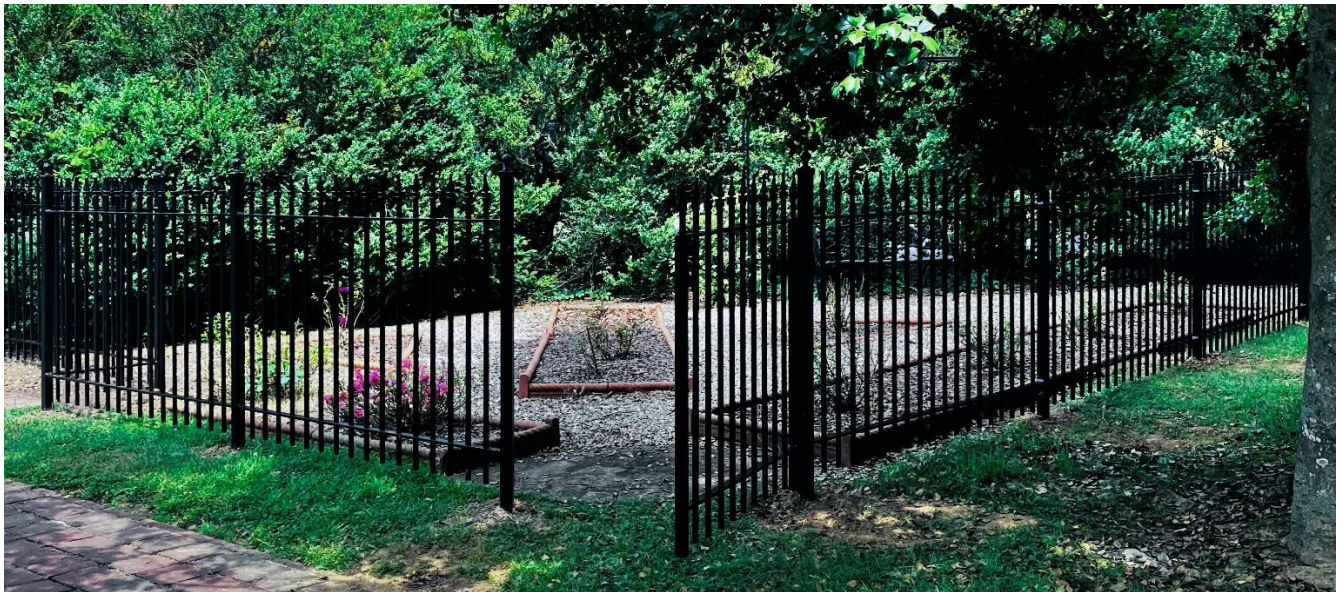




3. Two (2) 4' X 5' antique paintings which have been hung in the second floor foyer valued at \$500.00 each.



4. Erection of a 4' high, 56' long iron fence around the mansion rose garden valued at \$4,520.00.



5. The addition of a picture light to the Edward Percy Moran painting of George Washington being introduced to Martha. The light is valued at \$480.00



Item XII4.



**AGENDA ACTION FORM**

**Consideration of a Resolution to Apply for and Receive State Board Programming Grants**

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

Action Form No.: AF-219-2024  
Work Session: August 5, 2024  
First Reading: N/A  
Final Adoption: August 6, 2024  
Staff Work By: Committee  
Presentation By: Michael T Borders

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
If approved the city will apply for and be authorized to receive a Tennessee Historical Records Advisory Board (THRAB) State Board Programming Grants (SBPG) in the amount of \$5,000.

The grant project as proposed will provide funding to hire a vendor for the purpose of digitizing 17 volumes of the *Tennessee Eastman Company (TEC) News*, a newspaper for the men and women of Tennessee Eastman, and upload them to a web-based database.

Total grant funding requested is \$5,000. This is a reimbursement grant. The SBPG does not require any matching funds.

Grant deadline is August 7<sup>th</sup> with award announcements expected shortly after the deadline.

- Attachments:**
1. Resolution
  2. Supplemental information

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A STATE BOARD PROGRAMMING REGRANTS FROM THE TENNESSEE HISTORICAL RECORDS ADVISORY BOARD

WHEREAS, the city would like to apply for a State Board Programming Regrant provided by the Tennessee Historical Records Advisory Board to improve the preservation of and access to historical records, educate and train records custodians, and support archival program development and enhancement; and

WHEREAS, if awarded, the grant funds, will be used to hire a vendor for the purpose of digitizing 17 volumes of the *Tennessee Eastman Company (TEC) News*; and

WHEREAS, the maximum amount of the grant award is \$5,000.00, and requires no local match.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the a State Board Programming Regrant through the Tennessee Historical Records Advisory Board in the amount of \$5,000.00.

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

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

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

ADOPTED this the 6th day of August, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY

# FY 2025 State Board Programming Grant



Tennessee Historical  
Records Advisory Board

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
1001 Rep. John Lewis Way North  
Nashville, TN 37219



## Application Procedures and Documentation

The Tennessee Historical Records Advisory Board is pleased to provide a grant opportunity for improving the preservation of and digital access to Tennessee's historical records, educating and training records custodians, and supporting archival program development and enhancement.

In fiscal year 2025, grants are available up to \$5,000.00 per institution. There is no match requirement. \*All projects must be digitization focused and all grantees are required to create a fee-free digital/online collection.

Grant funds are available for the following:

### 1. Technology Equipment

- a. This category provides funding for hardware, software, peripherals, and other technology items used to create online digital collections.
- b. Items requested may not exceed \$5,000.00

### 2. Training

- a. This category provides funding for registration costs for webinars or workshops related to conservation, digitization, and digital project-planning for archivists and museum personnel.

### 3. Contracted Services

- a. This category provides funding to hire a vendor or independent contractor for the purpose of digitization or conservation services.
- b. You must include a quote for these services from a specific vendor as part of your application.

### 4. Contract/Part Time Archivist

- a. This category provides funding to hire a contract or part-time archivist for the duration of the grant period to scan documents and create corresponding metadata.
- b. This person cannot already be employed by or paid by your organization. This cannot be supplemental to an existing salary or hourly employee.

### 5. Supplies

- a. This category provides funding for archival shelving units, acid-free, lignin-free folders and boxes, and other necessary archival supplies or environmental monitoring devices.  
\*Supplies are only eligible in conjunction with properly storing items that are being digitized as part of this project.

Eligible organizations include:

- Governmental Organizations: public universities, county and municipal records repositories and school districts.
- Small and Medium Sized Historical Records Repositories: a non-profit institution or organization such as a historical society, library, museum, college or university, church, or other similar organization; must prove tax exemption or 501(c)(3) status.



# 2025 State Board Programming Grant



Tennessee Historical  
Records Advisory Board

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
1001 Rep. John Lewis Way North  
Nashville, TN 37219



- **Professional Organizations:** A non-profit organization that serves and/or supports the Tennessee archival community in education and training and/or services to preserve and/or provide access to Tennessee's historical records; must prove tax exemption or 501(c)(3) status.

THRAB will review and evaluate all eligible applications. THRAB may award all or none of the funds requested, offer partial or conditional funding, and encourage revision and/or resubmission. THRAB will consider the following factors when reviewing applications:

- **Statement of Need:** Explain the significance of the records involved in the project, why they need to be preserved, processed, and digitized, and how those scans will be made accessible. For proposals that also include training, explain how the training increases the archival knowledge and/or skills of archivists and other historical records custodians and how it will aid them in creating the required fee-free digital/online collection.
- **Plan of Work:** What equipment will be used? How will scans be stored? Who will create the accompanying metadata? What platform will host the images and metadata and who/if anyone (such as an IT dept.) needs to be involved? How will the project result in increased public accessibility to archival collections through digitization? The soundness of the work plan is critical, focused, clearly defined, and achievable.  
\*Please include a timeline of work.
- **Participants:** The qualifications and/or plans for training project personnel, including resumes.
- **Budget:** Is the budget realistic, cost effective and accurate?

The grant contract will **begin on August 1, 2024, and end on May 30, 2025**. Please be aware that no grant payments will be processed until the contract is in place.

Applications can be sent via e-mail or mail, as we do not require original signatures to be submitted. Please email or mail all applications to the following:

Kimberly Wires  
Archives Development Program  
Tennessee State Library and Archives  
1001 Rep. John Lewis Way N.  
Nashville, TN 37219  
Ph: 615-253-3473  
kimberly.wires@tnsos.gov

The deadline for applications is the close of business on **August 5, 2024**.

**\*Organizations must complete every section of the application**



# 2025 State Board Programming Grant



Tennessee Historical  
Records Advisory Board

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
1001 Rep. John Lewis Way North  
Nashville, TN 37219



NATIONAL  
ARCHIVES  
NATIONAL HISTORICAL  
PUBLICATIONS  
& RECORDS COMMISSION

<b>Legal Organization Name</b>	The City of Kingsport		
<b>Contact Person (name and title)</b>	Stephanie Griffin		
<b>Mailing Address</b>	415 Broad St.		
<b>City</b>	Kingsport	<b>State</b> TN	<b>Zip Code</b> 37660
<b>Phone Number</b>	423-845-0498		
<b>Email</b>	StephanieGriffin@KingsportTN.gov		
<b>Authorizing Official (name and title)</b>	Mayor Pat Shull		
<b>Mailing Address</b>	415 Broad St.		
<b>City</b>	Kingsport	<b>State</b> TN	<b>Zip Code</b> 37660
<b>Authorizing Official Contact Information (phone number and email)</b>	423-229-9400 PatShull@KingsportTN.gov		
<b>Fiscal Contact (name and title)</b>	Jessica Vance Williams, Grant Accountant		
<b>Fiscal Contact Information (phone number and email)</b>	423-229-9400 JessicaVance@KingsportTN.gov		
<b>Title VI Contact (name and title)</b>	Tyra Copas, Human Resources Director		
<b>Title VI Contact Information (phone number and email)</b>	423-224-2448 TyraCopas@KingsportTN.gov		
<b>Federal Congressional District(s) to be Served</b> ( <a href="https://wapp.capitol.tn.gov/Apps/fml2022/search.aspx">https://wapp.capitol.tn.gov/Apps/fml2022/search.aspx</a> )	(District Number only) 1		
<b>State House District to be Served</b> ( <a href="https://wapp.capitol.tn.gov/Apps/fml2022/search.aspx">https://wapp.capitol.tn.gov/Apps/fml2022/search.aspx</a> )	(District Number only) 2		
<b>State Senate District to be Served</b> ( <a href="https://wapp.capitol.tn.gov/Apps/fml2022/search.aspx">https://wapp.capitol.tn.gov/Apps/fml2022/search.aspx</a> )	(District Number only) 4		
<b>End of Fiscal Year</b>	Month:	Day:	
<b>Full Name of the Entity that is registered for the below FEIN number</b>	The City of Kingsport		
<b>FEIN (Federal Employer Identification) Number*</b>	62-6000323		
<b>Edison ID Number**</b>	1562		
<b>UEI (Unique Entity Identifier @SAM.gov) Number***</b>	YE45C4JZC5U1		





# 2025 State Board Programming Grant



Tennessee Historical  
Records Advisory Board

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
1001 Rep. John Lewis Way North  
Nashville, TN 37219



*\*a nine-digit number assigned by the IRS.*

*\*\*Edison is the system used by State Fiscal. Your Edison ID is assigned by the State. It can be a two to six-digit number. Every grant applicant is required to have an Edison ID and it is tied to your FEIN.*

## \*\*\*Unique Entity Identifier (UEI)

Starting in April 2022, the Federal government requires that any grantee of Federal funds provide a UEI instead of a DUNS number. UEIs are free to register for and to renew and are available through <https://sam.gov>.

Please note that you will have to have a login to access the system.

Whose UEI should I use?

- If you are a department of the city or county, you can use the UEI of your city or county.
- If you are a department of your university, you can use the UEI of your university or college.
- Please check with your financial officer regarding what UEI you should use, or if you should register for your own.
- 501-C-3 libraries should either have their own UEI or have permission from their funding body to use theirs.
- All other 501-C-3 groups (historical societies, museums, etc.) should have their own UEI and FEIN, if not funded by their local library or county's funding.

From the U.S. General Services Administration:

If you are new to the federal marketplace, you may not know what it means to “register” in SAM.gov versus just getting a unique entity identifier (or “UEI” as we sometimes call it).

### **First, what is a UEI?**

Today, the federal government uses the DUNS Number, issued by Dun & Bradstreet, to identify businesses and organizations as unique. Each unique business or organization is referred to as an “entity” on SAM.gov. Each entity that does business with the government by bidding on contracts or applying for grants, and certain sub-awardees, need a DUNS Number to conduct business with federal agencies.

Effective April 4, 2022, the federal government will stop using the DUNS Number and start using a new identifier, the Unique Entity ID (SAM), to identify businesses and organizations as unique. Like the DUNS Number, the UEI will be required to do business with the government.

### **What Does it Mean to Get a UEI?**

Getting a UEI is a validation that your entity is what you say it is: a unique organization with its own physical address. *Just getting a UEI assigned does not mean your organization is eligible for federal*



# 2025 State Board Programming Grant



Tennessee Historical  
Records Advisory Board

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
1001 Rep. John Lewis Way North  
Nashville, TN 37219



*awards.* SAM.gov will validate and assign a UEI to your organization even if you do not intend to register your entity in SAM.gov. “Getting a UEI” in SAM.gov refers to just that—getting a UEI only, not registration. If you are only interested in participating in the award process as a sub-awardee or other situations when registration is not required, then getting only a UEI is the right option for you.

Unique Entity IDs (SAM) do not expire, and if you choose to register your entity later, you will keep the same Unique Entity ID (SAM).

## What Does it Mean to Register Your Entity?

“Entity Registration” is a more involved process where you provide certain information about your organization and get a UEI along the way (if you don’t already have one). “Register” in SAM.gov always refers to entity registration. If you are interested in participating in the award process as a primary contractor or awardee—the one that bids directly or applies for the award—then registering is the right option for you.

Registration requires you to provide detailed information about your organization, potentially including representations and certifications (we call them “Reps & Certs”), tax information, assertions (organization size metrics, NAICS codes, etc.), and more. Your registration must be updated (renewed) every year to remain active and keep you eligible for federal awards.

## Where Do I Go to Get a Unique Entity ID (SAM)?

- If you have an entity registration (even if your registration has expired), you already have a Unique Entity ID (SAM). You can find it by selecting the Entity Management widget in your Workspace on SAM.gov or by signing in and searching entity information.
- If you are a sub-awardee now or want to be one in the future, choose “Get Started” on the SAM.gov homepage and “Get a UEI.” Do not choose “Register Entity.”
- If you want to bid as a primary awardee on a contract or grant now or in the future, you need to register your entity. A Unique Entity ID (SAM) will be assigned to you as part of registering. Choose “Get Started” on the SAM.gov homepage and “Register Entity.”

[Check out this FAQ](#) for more on the difference between getting a UEI and registering your entity. And if you have more questions about the transition from the DUNS Number to the Unique Entity ID (SAM), please check out our list of [FAQs](#) on FSD.gov.

There is also a [help area](#) on the SAM.gov website if you need assistance.



# 2025 State Board Programming Grant



Tennessee Historical  
Records Advisory Board

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
1001 Rep. John Lewis Way North  
Nashville, TN 37219



NATIONAL  
ARCHIVES  
NATIONAL HISTORICAL  
PUBLICATIONS  
& RECORDS COMMISSION

**Applicant Status: Check the applicable box(es) below.**

- Municipality
- County
- Private, Non-Profit Organization
- Local/Regional Historical Society
- College/University
- Museum
- Other (describe) \_\_\_\_\_

**Previously Funded Applicant?** No  Yes

**If previously funded, indicate year(s), title of project(s), and amount(s) funded.**

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# 2025 State Board Programming Grant

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
1001 Rep. John Lewis Way North  
Nashville, TN 37219



Tennessee Historical  
Records Advisory Board

## Financial Certification

Organization Name: The City of Kingsport

Federal Employer Identification Number (FEIN) 626000323

*Also referred to as a tax-exempt number*

Business Name or Name of the Holder of the FEIN The City of Kingsport

If utilizing direct deposit, please provide the last 4 digits of the account you will be using for this grant:

*Note: If using a new account for direct deposit, please contact the grant manager for the documentation and instructions to add this account to your file with the State.*

Signature of Authorizing/Fiscal Authority

Date

*\* This should be whoever will be approving/placing your orders, managing the funds, and compiling the reimbursement paperwork.*

Pat Shull, Mayor

Printed Name and Title of Signatory

PatShull@KingsportTN.gov 423-229-9400

Email and Phone Number of Signatory

*Note: If you cannot receive your reimbursement as a direct deposit, please note that on this form and include the address where a check would need to be sent.*





# 2025 State Board Programming Grant

Tennessee State Library and Archives

Department of State

State of Tennessee

1001 Rep. John Lewis Way North

Nashville, TN 37219



NATIONAL HISTORICAL  
PUBLICATIONS  
& RECORDS COMMISSION

Tennessee Historical  
Records Advisory Board

**The following sections, I-III, must be completed on individual pages as attachments.**

**I. Organization Description:** No more than one (1) page (single-spaced). Please answer questions and include any additional information that you feel would be helpful to the THRAB's review of your request.

1. Provide your organization's mission statement.
2. Describe your facility. Please include the following:
  - (a) The size of your facility (in square feet).
  - (b) The size and composition of your staff (number, full-time, part-time, volunteers).
  - (c) Hours of operation.
  - (d) Your annual budget and sources of funding.
3. Describe your holdings by subject, types/formats of records, date span, and total cubic footage (an approx. average is acceptable). Include a description of the physical condition of the historical records or collection that the grant project will address and whether the historical records or collections are available to the public.

**II. Project Description and Scope of Work:** No more than three (3) pages (single-spaced). Provide a project description and scope of work by answering all the following questions.

1. What is the historical significance of the materials involved? Does the informational content of your records exist elsewhere, or in another format?
2. What steps will you take during your project? Describe how you will use any equipment, programs, or software. Provide a timeline. How/where will you host your digital images? Will you need the cooperation of your IT department? Etc.
3. Who will complete these actions or perform these activities?
  - (a) Identify the project staff and summarize their qualifications.
  - (b) If you hire someone (project archivist, consultant, etc.), describe what that person will do.
  - (c) If you have identified a specific consultant, include their qualifications and a resume.
4. Identify the results (products) of this project (for example: 100 scans, 100 cubic feet of processed collections, 5 volunteers trained in basic archival practices, etc.).
5. What is your organization's ability to implement the project and sustain the results?
6. How will you evaluate the effectiveness of the project? How will the award of this grant change the use of these records? What are the long-term benefits?
7. How will you publicize your digital project to your community and what will you do to build on the project accomplishments?

**III. Budget Summary:** Two paragraphs. Provide a summary of budget information (narrative of expenditures).

1. Include any quotes from outside vendors.





# 2025 State Board Programming Grant

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
1001 Rep. John Lewis Way North  
Nashville, TN 37219



Tennessee Historical  
Records Advisory Board

## Certifications

To help streamline our grant process and provide as much information as possible up front, we ask that you certify that the applicant is compliant with and understands the following:

*Please check one*

		Yes	No
1.	Title VI, Civil Rights Act of 1964	X	
2.	Applicant has either attended the virtual grant workshop or watched the recording and has made themselves familiar with all grant documentation, including accounting, project management, and reporting, provided by the TSLA Archives Development staff.	X	
3.	Organization's historical records are public records that are available for public use.	X	

**Signature of Project Director** **Date**

**Signature of Authorizing Authority** **Date**

**Printed Name and Title Authorizing Authority**

*Note: Authorizing Authority refers to someone that has fiscal authority. This can include the board chair, mayor, city, or county financial officer, etc.*





# 2025 State Board Programming Grant

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
1001 Rep. John Lewis Way North  
Nashville, TN 37219



Tennessee Historical  
Records Advisory Board

## Ineligible Items

Items not eligible for direct purchase through this grant include (but may not be limited to):

<ul style="list-style-type: none"> <li>• Refurbished equipment (desktops and laptops included)</li> </ul>	<ul style="list-style-type: none"> <li>• Non-digital microfilm readers or reader/printers</li> </ul>
<ul style="list-style-type: none"> <li>• Salaries</li> </ul>	<ul style="list-style-type: none"> <li>• Database subscriptions</li> </ul>
<ul style="list-style-type: none"> <li>• Construction or capital improvement</li> <li>• Network cabling</li> </ul>	<ul style="list-style-type: none"> <li>• Items costing \$5,000 or more</li> <li>• Taxes/Sales tax</li> </ul>
<ul style="list-style-type: none"> <li>• Device stands</li> </ul>	<ul style="list-style-type: none"> <li>• Utilities</li> </ul>
<ul style="list-style-type: none"> <li>• Security systems</li> </ul>	<ul style="list-style-type: none"> <li>• Basic office supplies</li> </ul>
<ul style="list-style-type: none"> <li>• Phones or phone chargers</li> </ul>	<ul style="list-style-type: none"> <li>• Furniture</li> </ul>
<ul style="list-style-type: none"> <li>• Wi-Fi Hotspots</li> <li>• Website hosting</li> </ul>	<ul style="list-style-type: none"> <li>• Subscription services or licensing fees that fall outside the grant period</li> </ul>

*Note: If you are not sure if the item you are interested in is eligible, please feel free to ask.*

*Note: Televisions are eligible, however, a detailed explanation of how it will be used and where is required. This can be provided on an additional page.*

## Minimum Specifications for Windows Desktops and Laptops

### Windows Desktop

Operating System: Windows 10 Professional Edition 64-bit  
Processor Speed: Intel Core i5-9600 or equivalent processor  
Memory: 8 GB  
Hard Drive: 512 GB (either HDD or SSD)  
Warranty: 3-year next day parts and labor on-site warranty

### Windows Laptop

Operating System: Windows 10- Professional Edition 64-bit  
Processor Speed: Intel i5 or equivalent processor  
Memory: 8 GB  
Hard Drive: 512 GB (either HDD or SSD)  
Warranty: 4-year next business day parts and labor on-site warranty





# 2025 State Board Programming Grant

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
1001 Rep. John Lewis Way North  
Nashville, TN 37219



Tennessee Historical  
Records Advisory Board

## State Board Program Grant PROPOSED GRANT BUDGET

In support of the grant application and contract, grantees are required to provide budget information on how the funds, if granted, are to be spent. **Grantees are accountable to the Tennessee State Library and Archives for the expenditure of the budgeted funds for the objects identified in the budget. Any changes the grantee wishes to make that require the expenditure of the granted funds on any object, item, or service other than those declared in this budget must receive the prior written approval of the Tennessee State Librarian and Archivist or his designated representative.**

*(Annual fees/licenses and subscriptions for software will be prorated to the start/end dates of the grant contract)*

### Technology

		Purpose (replacement, new purchase, etc.)	Cost per Item	# Requested	Total
<input type="checkbox"/>	Windows Desktop				
<input type="checkbox"/>	Windows Laptop				
<input type="checkbox"/>	Apple Desktop				
<input type="checkbox"/>	Apple Laptop				
<input type="checkbox"/>	Flatbed Scanner				
<input type="checkbox"/>	Digital camera				
<input type="checkbox"/>	Digital microfilm reader				
<input type="checkbox"/>	Adobe Photoshop				
<input type="checkbox"/>	External Storage				
<input type="checkbox"/>	Other:	N/A, project will be contracted out.			
<input type="checkbox"/>	Other:				

**Total for Category** \$0







# 2025 State Board Programming Grant

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
1001 Rep. John Lewis Way North  
Nashville, TN 37219



Tennessee Historical  
Records Advisory Board

## Training

All training must be pre-approved and completed within the grant period's start/end dates. Grantees will be responsible for securing and paying for all registrations in advance of reimbursement.

### Training Request #1

<b>Title of training program or class</b>	N/A, project will be contracted out.
<b>Name of organization presenting the training</b>	
<b>Subject/Topic of training</b>	
<b>Method of delivery (online or in person)</b>	
<b>Date(s) of Training</b>	
<b>Registration cost per person</b>	
<b>Number of registrations</b>	
<b>Justification for attendance</b>	
<b>Cost of training #1</b>	0





# 2025 State Board Programming Grant

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
1001 Rep. John Lewis Way North  
Nashville, TN 37219



NATIONAL HISTORICAL  
PUBLICATIONS  
& RECORDS COMMISSION

Tennessee Historical  
Records Advisory Board

## Training Request #2

<b>Title of training program or class</b>	N/A, project will be contracted out.
<b>Name of organization presenting the training</b>	
<b>Subject/Topic of training</b>	
<b>Method of delivery (online or in person)</b>	
<b>Date(s) of Training</b>	
<b>Registration cost per person</b>	
<b>Number of registrations</b>	
<b>Justification for attendance</b>	
<b>Cost of training #2</b>	

<b>Total for Category</b>	\$0
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Tennessee Historical  
Records Advisory Board

## Contracted Services

<input type="checkbox"/>	Vendor Name (Attach a quote to your application)	Cost
	Advantage Archives  <i>*Note: Services can only take place during the grant period of August 1, 2024 - May 31, 2025</i>	5,000.00

Explanation of project (what do you want this contractor to do?)

The project will contract Advantage Archives to perform direct to digital color scans, index, and OCR 17 bound volumes of Eastman Chemical Company newsletters. Advantage Archives will create a freely-hosted online, searchable archive which will be hosted at <https://kingsport.historyarchives.online> which will also be linked on the archival website. Advantage Archives will provide the Archives with backup hard drives of all scans as PDFs.

Outcome of project (where will the scans be hosted, stored, accessible, etc.)

The projected will be hosted at <https://kingsport.historyarchives.online> and a link for the scans will also be put on the archive website to direct traffic to the hosted site.

<b>Total for Category</b>	<b>\$5,000.00</b>
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## Contract/Part Time Archivist

If you wish to hire a contract/part-time archivist, please note the following:

- a. This person cannot already be employed by or paid by your organization. This cannot be supplemental to an existing salary or hourly employee.
- b. The duration of the contracted work can only be the grant period (August 1, 2024 – May 31, 2025).
- c. Please provide a basic plan of work including an anticipated hire date, number of hours to be worked, and hourly rate as part of your narrative.

Position with start date	Hourly Rate or Contract Payment Amount	Time (Number of Hours or Length of Contract)	Total
N/A			0

<b>Total for Category</b>	\$0
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## Supplies

In your request, please feel free to include links to the item(s) that will help us understand what you are requesting and an explanation of use. Please duplicate this page if you need more spaces.

Item Description	Cost per Item	# of Items Requested	Total
N/A, project will be contracted out.			0

Explanation of use, including link to the item.

N/A

Item Description	Cost per Item	# of Items Requested	Total
N/A			0

Explanation of use, including link to the item.

N/A





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NATIONAL ARCHIVES

NATIONAL HISTORICAL PUBLICATIONS & RECORDS COMMISSION

Tennessee Historical Records Advisory Board

Item Description	Cost per Item	# of Items Requested	Total
N/A			0

Explanation of use, including link to the item.

N/A

Item Description	Cost per Item	# of Items Requested	Total
N/A			0

Explanation of use, including link to the item.

N/A

<b>Total Requested Budget</b>	\$ 0
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Records Advisory Board

## Summary Page

Total request for Technology	0
Total request for Training	0
Total request for Outside Contract Services	5,000.00
Total request for Contract Archivist	0
Total request for Archival Supplies	0
<b>Total Request for Grant Application</b>	<b>5,000.00</b>

As an authorizing official of the applicant, I certify to the best of my knowledge that the information in this application is true and correct. The application has been duly authorized by the governing body of the applicant, and, if funded, the applicant will carry out the project in the manner described herein and I am cognizant that any grant award must result in a publicly accessible, fee-free, online digital product. I further certify that the applicant will maintain records in accordance with the generally accepted government accounting principles, and that the funds awarded will be included in those audits or financial statements covering all or part of the project duration period.

_____ <b>Signature of Authorizing Official</b>	_____ <b>Date</b>
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As the project archivist/manager, I certify that I have attended the virtual grant workshop or watched the recording and am in full understanding of all project requirements, including accounting, project management, and reporting.

_____ <b>Signature of Project Archivist/Manager</b>	_____ <b>Date</b>
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## Important Dates

Date	Activity
July 1, 2024	Application available
July 9, 2024	Informational webinar with Q&A session will take place via Microsoft Teams
August 5, 2024	Application deadline; Applications due by 4 pm (CST)
August 12, 2024	SBP grant awards announced on or around this date
February 14, 2025	Interim reports due by 4 pm (CST)
May 30, 2025	SBPG grant projects completed; spending of funds complete
June 2, 2025	Report outstanding reimbursement amounts to grant manager
June 13, 2025	Final day to submit reimbursement requests
June 30, 2025	Final reports due by 4 pm (CST)
July 31, 2025	Title VI Reporting Due

